City Council
Meeting Agenda
September 9, 2025
6:00 PM
Bentonville City Hall

Note – The public, members of the City Council, and City staff, may have the option to attend this meeting by remote means. For public health reasons, those who attend in person should keep in mind hygiene, the use of facial coverings, and social distancing.

Bentonville residents can make public comments in the following ways:

- Public comments can be made in person at the City Council meetings, which are held on the second and fourth Tuesdays of the month.
- There is no public comment period at Committee of the Whole meetings.
- Public comments can be made virtually by registering for the City Council meeting at the Zoom link listed below. This requires you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures concerning oral public comments will still apply.

*If you would like to attend virtually, please register at the following link by 4:00 p.m. on September 9, 2025: Registration Link.

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: August 26, 2025

I. New Business - Public Comment to be Heard with Agenda Item

1. **Consent Agenda Discussion** — **Informational**

2. **Public Hearing and Ordinance Vacating a Utility Easement (VAC25-0023)** — **Ordinance***

   Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lot 6, Block 9 of Lincoln & Rice Addition (VAC25-0023).

3. **Resolution Authorizing the Mayor and City Clerk to Enter Into an Agreement with CEI, Inc.** — **Resolution**

Resolution Authorizing the Mayor and City Clerk to enter into an agreement with CEI, Inc. in the amount of $204,300.00, for Construction Administration and Construction Observation for the Wishing Spring Trail project. No budget adjustment is needed.

4. **Ordinance to Waive Competitive Bidding with Flintco for Library's Drive-thru Book Drop Renovation** — **Ordinance***

Ordinance to waive competitive bidding requirements in an amount not to exceed $121,733.00 to Flintco for Bentonville Public Library's drive-thru book drop renovation. No budget adjustment is needed.

5. **Ordinance to Waive Competitive Bidding for Tech Logic** — **Ordinance***

Ordinance to waive competitive bidding requirements in an amount not to exceed $141,000.0 to Tech Logic for a new and expanded automated materials handling RFID system in the drive-thru area. A budget adjustment is needed to move available funds to the correct account number.

6. **Resolution Declaring Surplus Item for the Library Department** — **Resolution**

Resolution declaring the Library's existing drive-thru Tech Logic 3-bin automated materials handling (AMH) RFID system as surplus. No budget adjustment is needed.

II. Utility Board

1. **Ordinance to Waive Competitive Bidding to Order 3-Phase Transformers** — **Ordinance***

Ordinance to waive competitive bidding to purchase 3ph transformers from AECI, Unit Prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Utility Board approved 5-0. No budget adjustment is needed.

2. **Ordinance to Waive Competitive Bidding to Order 1/0 Underground Wire** — **Ordinance***

Ordinance to waive competitive bidding to purchase 1/0 Underground Wire from Stuart Irby Unit Prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Utility Board approved 5-0. No budget adjustment is needed.

3. **Resolution to Award Bid IFB-25-62 to MVA Power, Inc. for Substation "A" H-Frame Steel** — **Resolution**

Resolution to award bid IFB-25-62 MVA Power, Inc. for Substation "A" H-Frame Steel for the upcoming expansion. With the increased load in the downtown area, a larger, newer transformer is required. Because the larger transformer has a bigger footprint, the existing H-Frame is not the right size and needs to be located. Utility Board approved 5-0. No budget adjustment is needed.

4. **Resolution to Enter into an Agreement with Maintstar, Inc. for Asset Management Software** — **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Maintstar, Inc. for Asset Management Software as a result of their submission to the City's Request for Proposal (RFP)-25-37 for the Bentonville Electric Utility Department and Inventory

Warehouse for $99,500.00 upfront costs, and yearly maintenance cost from years 1-5 of $224,018.75 for a total cost of 323,518.75. Utility Board approved 5-0. No budget adjustment is needed.

5. **Ordinance Amending Municipal Code Article 98-IV Pertaining to the 2025 Wastewater Rates** — **Ordinance***

Ordinance to amend Code Article 98-IV of the City of Bentonville Municipal Code pertaining to Sewer rates and other matters relating thereto. Proposed rate adjustments align with the 7% increase effective January 2026 and 7% increase each January to 2030 as discussed in the wastewater rate analysis prepared by Raftelis. Utility Board approved 5-0.

6. **Ordinance Authorizing Issuance of 2025 Revenue Bond** — **Ordinance***

Approve an Ordinance authorizing the issuance of a combined Electric, Water and Sewer system revenue bond for the purpose of financing the cost of improvements to the Water Resource Recovery Facility. Utility Board approved 5-0.

7. **Resolution Approving an Agreement for Volunteer Fire Hydrant Painting with Industrial Safety Yellow Paint** — **Resolution**

Staff request approval of a resolution to allow the Mayor to enter into an agreement with volunteers to paint City of Bentonville fire hydrants. The city receives regular request to keep the hydrant paint fresh from not for profit groups, home owner organizations and individuals. This agreement would require the volunteer to receive city permission and enter into an agreement prior to painting. Bentonville legal has reviewed the agreement. Utility Board approved 5-0. No budget adjustment is needed.

8. **Resolution Awarding IFB-25-16 to Onpoint Construction LLC for Hwy 112 12" Water Main Relocation** — **Resolution**

Resolution to award bid IFB-25-16 for 090512 ARDOT 12 Inch Waterline Relocation to Onpoint Excavation LLC in the amount of $694,210.99. This is 100% reimbursable by ARDOT. Utility Board approved 5-0. No budget adjustment is needed.

9. **Resolution for Amendment 1 to Interconnection Agreement with Rogers - Mt. Hebron Emergency Connection** — **Resolution**

Resolution to enter into Amendment 1 to the Agreement for Interconnection of Municipal Water Systems with the City of Rogers, Arkansas. This will establish another metered emergency connection with Rogers water that will be mutually beneficial. The not to exceed amount of the metering station is $195,566.00. The additional emergency connection is consistent with the Water Master Plan recommendations. Utility Board approved 5-0. No budget adjustment is needed.

10. **Resolution Approving Town Branch Basin Sewer Improvements - Engineering and Final Design** — **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Garver Engineering, in the amount of $1,338,223.00 for final design of wastewater utility improvements within Town Branch Sewer Basin. This would include all TB sections in the Sewer Collections Analysis. Utility Board approved 5-0. A budget adjustment is needed.

11. **Resolution Approving Amendment #3 - 12" Water Main Relocation - Olsson Engineering Construction Services** — **Resolution**

Resolution for approval of amendment # 3, in the amount of $321,990.00, to enter into an agreement with Olsson Engineering for construction services associated with Ardot 090636 12" Water Main Relocation project. This is a budgeted item. Utility Board approved 5-0. No budget adjustment is needed.

III. Planning

1. **Rezoning - Wilkinson - DN-2, Downtown Medium Density Residential to DE, Downtown Edge - 401 Southeast C Street (RZ25-0036)** **Ordinance***

The Planning Commission voted 6-1, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of DN-2, Downtown Medium-Density Residential To DE, Downtown Edge; And For Other Purposes.

2. **Rezoning - 911 SE Walton Blvd LLC - C-2, General Commercial to DE, Downtown Edge - 911 Southeast Walton Boulevard (RZ25-0035)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of C-2, General Commercial To DE, Downtown Edge; And For Other Purposes.

3. **Rezoning - RB Group Inc. - R-1, Low-Density Single-Family Residential to DE, Downtown Edge - 703 SE C St (RZ25-0037)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Low Density Single Family Residential To DE, Downtown Edge; And For Other Purposes.

IV. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/9/2025	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Transportation
Email:	tbillings@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:	Public Hearing and Ordinance Vacating a Utility Easement (VAC25-0023)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lot 6, Block 9 of Lincoln & Rice Addition (VAC25-0023).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

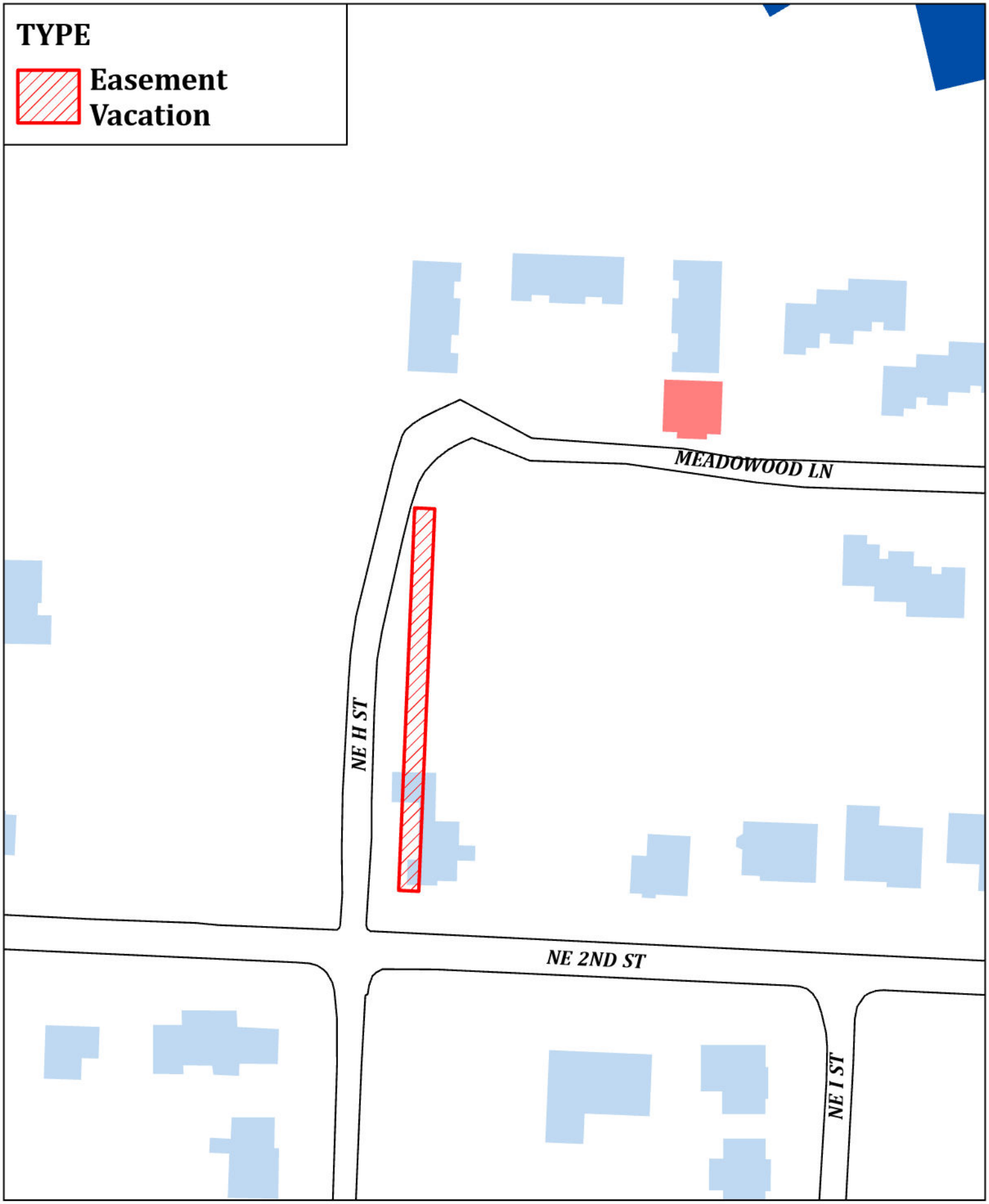
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

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

		$ 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		

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

Budget Impact Notes for Consideration (Optional):



N
W E
S

VAC25-0023
Proposed Easement Vacation
901 NE 2ND ST

THE CITY OF BENTONVILLE

ORDINANCE NO_____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 6, BLOCK 9 OF LINCOLN & RICE ADDITION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC25-0023)

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Scott Johnson asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

PART OF A 15' WIDE UTILITY EASEMENT AS DEDICATED ACCORDING TO A PLAT FILED FOR RECORD IN THE BENTON COUNTY CIRCUIT CLERK'S OFFICE AT L202275902, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND 5/8" REBAR FOR THE SOUTHWEST CORNER OF SAID PLAT;
THENCE ALONG THE WEST LINE OF SAID PLAT, NORTH 02°24'20" EAST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WEST LINE, NORTH 02°24'20" EAST A DISTANCE OF 284.94 FEET TO A FOUND 5/8" REBAR FOR THE NORTHWEST CORNER OF SAID PLAT;
THENCE ALONG THE NORTH LINE OF SAID PLAT, SOUTH 87°15'25" EAST A DISTANCE OF 15.00 FEET;
THENCE SOUTH 02°24'20" WEST A DISTANCE OF 284.98 FEET;
THENCE NORTH 87°05'10" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.10 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described right of way.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Bentonville, Arkansas:

Section 1: The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to the utility easement designated as follows:

PART OF A 15' WIDE UTILITY EASEMENT AS DEDICATED ACCORDING TO A PLAT FILED FOR RECORD IN THE BENTON COUNTY CIRCUIT CLERK'S OFFICE AT L202275902, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR FOR THE SOUTHWEST CORNER OF SAID PLAT;
THENCE ALONG THE WEST LINE OF SAID PLAT, NORTH 02°24'20" EAST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WEST LINE, NORTH 02°24'20" EAST A DISTANCE OF 284.94 FEET TO A FOUND 5/8" REBAR FOR THE NORTHWEST CORNER OF SAID PLAT;
THENCE ALONG THE NORTH LINE OF SAID PLAT, SOUTH 87°15'25" EAST A DISTANCE OF 15.00 FEET;
THENCE SOUTH 02°24'20" WEST A DISTANCE OF 284.98 FEET;
THENCE NORTH 87°05'10" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.10 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

The above and foregoing ordinance was passed, approved, and adopted the _____ day of _____, 2025 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Malorie Marrs, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/9/2025	**Submitted By:**	Josh Stacey
Phone:	479.418.8653	**For Department(s):**	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Authorizing the Mayor and City Clerk to Enter Into an Agreement with CEI, Inc.
Action Recommendation & Justification:	Resolution Authorizing the Mayor and City Clerk to enter into an agreement with CEI, Inc. in the amount of $204,300.00, for Construction Administration and Construction Observation for the Wishing Spring Trail project. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The firm was selected following the City's Purchasing Policy for professional services. This is fully funded by the grant from the Walton Family Foundation. The budget adjustment to fund this item was on the August 26, 2025 City Council agenda.
Amount for Approval:	**$** 204,300.00

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):**_____

Budget Impact Notes for Consideration (Optional):

Memo

To:	City Council Members and Mayor Orman
From:	Josh Stacey, Parks and Recreation Deputy Director
CC:	David Wright, Parks and Recreation Director
Date:	August 27, 2025
Re:	Resolution Authorizing the Mayor and City Clerk to Enter into an Agreement with CEI, Inc. for Construction Administration and Observation services for the Wishing Spring Trail project.

Resolution Authorizing the Mayor and City Clerk to enter into an agreement with CEI, Inc. in the amount of $204,300 for Construction Administration and Construction Observation for the Wishing Spring Trail project.

CEI is the current engineering and architecture firm who designed the Wishing Spring Trail project and will continue in a CACO capacity moving forward. CEI will be onsite weekly to ensure construction quality and efficiency for the project.

This contract requires a budget adjustment to appropriate funds. This is fully funded by the grant from the Walton Family Foundation which was accepted by Council at the August 26, 2025, Council meeting.

If you have any questions, regarding this item, please contact me at 418.8653, or email jstacey@bentonvillear.com.

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: CONSTRUCTION ADMINISTRATION AND CONSTRUCTION OBSERVATION WISHING SPRING TRAIL REALIGNMENT ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and CEI Engineering Associates, INC., hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this _____ ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and

B. WHEREAS, The CITY has selected the ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-801; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and ENGINEER agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, ENGINEER agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

ENGINEER shall at all times adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. ENGINEER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER shall submit invoices for services related to this AGREEMENT on a monthly basis.

E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ENGINEER has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER shall immediately make every effort to settle the disputed portion of the invoice.

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

G. If the CITY fails to make any payment, not in dispute, due to ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER shall during the term hereof maintain in full force and effect the following insurance:

1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ENGINEER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ENGINEER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ENGINEER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than $1,000,000.00; and

4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and

2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;

3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. ENGINEER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

A. CITY will obtain and/or furnish right-of-access for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

C. CITY recognizes that ENGINEER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ENGINEER, at no additional cost to the CITY. In the event that ENGINEER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER prior to the commencement of this PROJECT.

B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.

C. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ENGINEER pursuant to this AGREEMENT in formats requested by the CITY.

D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and ENGINEERs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ENGINEER shall communicate to its employees. ENGINEER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.

B. Unless specifically provided in the SCOPE, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER's performance of this AGREEMENT.

ARTICLE X - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER prior to such termination date.

C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to ENGINEER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

A. For purposes of this AGREEMENT, ENGINEER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the ENGINEER, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

A. CITY and ENGINEER 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 dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - OPINIONS OF PROBABLE COST

A. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT 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 AGREEMENT will be in the District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER's services.

ARTICLE XVIII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XIX – ENTIRE AGREEMENT

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

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The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** 204,300.00 (two hundred four thousand three hundred dollars and zero) unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

IN WITNESS THEREOF, the CITY and ENGINEER have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	
CITY	ENGINEER
BY	BY
MAYOR	
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

For construction administration and observation services for Wishing Spring Trail Realignment. Upon final completion of the project, an as-built survey will be conducted, processed, and distributed to the Client.

CEI shall provide limited construction administration during the construction phase of this project. Said services, which may also include Client-directed plan changes or other revision, shall commence upon final approval by the jurisdictional authorities of the Large-Scale Development. Required site observation for this project by the municipality is anticipated to be minimal; the scope of services estimated below may be adjusted for more frequent site visits as requested by Client. Such services may include but are not limited to pre-construction meetings with governmental entities or project team, reviewing contractor submittals, responding to contractor requests for information, construction observation as requested or required by the municipality, project record drawings, and final project site closeout as may be required. Additionally, once an As-Built survey is completed, CEI shall process the data and submit As-Built drawings to the City for closeout.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the ENGINEER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the ENGINEER is accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the ENGINEER.

SERVICES BY THE ENGINEER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:

  Topographical surveys, Right-of-Way Surveys, Utility Surveys and Coordination, Traffic Study, Geotechnical Investigations, Environmental Surveys, Permitting, Major Drainage Study, Conceptual Design Phase (30%), Preliminary Design Phase (60%), Final Design Phase (90%), Public Meetings, Bidding Services, Construction Support Services, Project Management Services, Project Closeout.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Coordinate and Furnish approvals and permits from all Regulatory Agencies having jurisdiction over the PROJECT.
- Provide all services relevant to City of Bentonville Plan Review procedures.
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Coordinate and facilitate meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- Subcontracting of services by the ENGINEER shall have prior approval of the CITY.

APPENDIX C
SCHEDULE OF FEES AND SERVICES

CEI
Solutions for Land and Life

2600 NE 11th Street, Suite 300
Bentonville, AR 72712 / (479) 273-9472
CEI Contact: Ryan Evitts revitts@ceieng.com

I. PROJECT DESCRIPTION

Thank you for the opportunity to submit this proposal is for construction administration and observation services to cover the time and expense to construct the Wishing Springs Trail project consisting of 2,450 lineal feet of concrete trail, pedestrian bridges, concrete sidewalk, retaining walls, and incidental work.

II. SCOPE OF BASIC SERVICES

A. Construction Specifications and Bidding

CEI shall provide required bidding support as requested by the City of Bentonville. Services to include cost estimates, construction specifications, bidding coordination and administration, review of contractor qualifications, and recommendation of award.

Fees (Hourly NTE)..... $ 14,000.00

B. Construction Administration / Construction Observation

CEI is aware the city has retained McClelland Consulting Engineers, Inc. for materials testing and special inspections as further defined in their scope of services per project number *CMT27-138*. This contract is assumed to meet city standards for engineering inspections. It shall be the responsibility of the general contractor to call for necessary inspections indicated under section *3.0 Anticipated CMT/Special Inspections Scope of Work* in compliance with municipal standards.

CEI is available as needed by Client to provide limited construction administration during the construction phase of this project. Said services shall commence upon final approval by the jurisdictional authorities of the permitting review process. Required site observation for this project by the municipality is anticipated to be required throughout the duration of this project. The scope of services estimated below may be adjusted for more frequent site visits as requested by Client. Such services may include but not limited to pre-construction meetings with governmental entities or project team, reviewing contractor submittals and material testing results, contractor payment applications, change orders, responding to contractor requests for information, construction observation as requested or required by the municipality, project record drawings, and final project site closeout as required.

CEI will retain Collins Structural Design, PLLC (CSD) to provide structural consultation for components of the bridges and retaining walls as required during construction administration portion of the project. Structural fees are inclusive subconsultant reimbursables.

Fee estimate is based on assumed construction duration of 12 months, or 52, 5-day weeks and includes 328 hours of Project Manager, 150 hours of Project Engineer, 312 hours of Construction Observer (assumed 3 - 2hr visits per week), and miscellaneous administration expenses. Should requested services exceed the estimated duration or fees, such additional services shall be invoiced at the standard hourly rates as detailed in Section VI below.

Reimbursable expenses are excluded from the fee quoted above. This proposal excludes contingency for design requested by Client, and/or unforeseen or differing site conditions which required redesign or as required for jurisdictional acceptance.

CSD Fees (Hourly Estimated)..... $ 36,000.00
CEI Fees (Hourly Estimated)..... $ 148,500.00

C. As-Built Survey

CEI shall provide an As-Built survey consisting of improvements to the subject property associated with trail construction collecting ground shots at 50' station intervals including bridge abutments and drainage structures after completion of construction. CEI will deliver AutoCAD and PDF format drawings to the Client for record retention. All work will be supervised by an Arkansas Professional Land Surveyor.

Work excludes as-built survey for streambank portion of project.

Fees (Lump Sum)..... $ 3,800.00
Reimbursable expenses are excluded from the fee quoted above. Expenses associated with this phase of services are estimated to be $100 to be invoiced in accordance with Section V below.

D. Reimbursables

The scope of services listed above is intended as fee only and does not include reimbursable expenses such as application fees, reprographics, etc. See Section VI of this agreement for an explanation of reimbursable expenses that may be incurred during production of project documents and permitting approval.

Fees..... $ 2,000.00

Total Estimated Fees..... $ 204,300.00

III. SCOPE OF ADDITIONAL SERVICES (AS REQUIRED)

IV. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

A. Retainer

No retainer is required for this project. A credit limit has been established for Client on this specific project and timely payments are required in order to avoid a cessation of work. This retainer shall be held and then applied to the final bill of this project. Payment for services shall not be dependent on receipt of reimbursement from other parties.

B. Project Documents

Client shall provide the following: None

C. Lien Releases

If the Client requests lien releases, the Client shall be responsible for the administrative costs, associated with processing lien releases at a rate of $100.00 per release.

D. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of $1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

V. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the follow services:
  - Geotechnical investigation/report
  - Environmental studies/report (e.g. Phase I & II ESAs)
  - Traffic study/report
  - Water flow test/distribution report
  - Historical and archeological studies
  - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Attendance/presentation at public meetings (e.g. Planning Commission, City Council, Zoning Board of Appeals, Board of Adjustments, etc.)
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Preparation of a drainage study/report
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians *(design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects)*
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Construction staking

Boundary Issues

Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

VI. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

ARKANSAS (02-01-24)	
Officer / Branch Manager	$ 235.00
Department Manager	$ 215.00
Client Sector Leader	$ 205.00
Senior Project Manager	$ 195.00
Program Manager	$ 190.00
Project Manager	$ 175.00
Assistant Project Manager	$ 140.00
Senior Project Engineer	$ 190.00
Project Engineer	$ 165.00
Assistant Project Engineer	$ 135.00
Civil Designer	$ 125.00
Registered Landscape Architect	$ 160.00
Lead Landscape Designer	$ 130.00
Landscape Designer	$ 125.00
Registered Land Surveyor	$ 165.00
Assistant Project Surveyor	$ 130.00
Survey Project Manager	$ 160.00
Assistant Survey Project Manager	$ 130.00
Sr. Survey Party Chief	$ 120.00
Survey Party Chief	$ 95.00
Survey Technician	$ 105.00
Field Specialist	$ 85.00
Senior Project Designer	$ 150.00
Project Designer	$ 130.00
CAD Designer	$ 105.00
CAD Technician	$ 90.00
Construction Observer	$ 110.00
Land Acquisition Manager	$ 150.00
Land Acquisition Agent	$ 130.00
Project Coordinator	$ 120.00
Program Assistant	$ 90.00
Administrative Assistant	$ 75.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

REVENUE RECOGNITION

The intellectual services and resulting instruments of service (Scope of Basic Services and any subsequently agreed amendments or additions) provided by this Agreement whether in various stages of completeness or in whole are considered earned by CEI in its performance obligation to Client as prescribed by said Agreement and deemed usable by Client at the time they are earned, cost incurred, and progressively billed. Further, at time of received payment by Client, Client acknowledges its possession of, acceptance, and confirms its legal right to use said intellectual services and resulting instruments of service, in part or in whole, for the specific intent they were provided.

VII. CREDIT POLICY

Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

VIII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by similar professionals currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any Utility services: or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:
Worker's compensation of a form and in an amount as required by law and employer's liability insurance of $1,000,000.
Comprehensive general liability with limits of $4,000,000 ($2,000,000 per occurrence), and automotive liability insurance with limits of $1,000,000 combined single limit.
Excess liability umbrella insurance of $5,000,000.
Professional liability insurance with a limit of $2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client shall pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY
The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

WAIVER OF CONSEQUENTIAL DAMAGES
Client hereby irrevocably and unconditionally waives, to the maximum extent allowed by law, any right to claim or recover any special, exemplary, indirect or consequential damage in any legal action or proceeding in respect of this contract unless otherwise stipulated herein.

DISPUTE RESOLUTION
Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY
Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION
During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS
Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

AMENDMENTS
The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

PROJECT DELAY
Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

Termination or suspension of contract shall exist when services conducted and provided by CEI to the date of termination are paid by Client and shall be deemed nonrefundable, at which time, control of said provided services will be transferred to Client with no further obligation of CEI.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omissions due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressively written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontractors regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

IX. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the Client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, Client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind Contracting Entity	Print Name	Title	Date
[redacted]			
	Ryan Y. Evitts	Department Manager	08/22/2025
Signature, CEI Engineering Associates, Inc.	Print Name	Title	Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CEI, INC., IN THE AMOUNT OF TWO HUNDRED FOUR THOUSAND THREE HUNDRED DOLLARS ($204,300.00), FOR CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES FOR THE WISHING SPRING TRAIL PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Parks and Recreation Department requests approval to enter into an agreement with CEI, Inc. for construction administration and observation services for the Wishing Spring Trail Project;

WHEREAS, this firm was selected following the City's Purchasing Policy for professional services; and

WHEREAS, this agreement is funded by a previously accepted grant from the Walton Family Foundation.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with CEI, Inc., for construction administration and observation services for the Wishing Spring Trail Project, in the amount of two hundred four thousand three hundred dollars ($204,300.00);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/9/2025	**Submitted By:**	Hadi Dudley
Phone:	479-271-3194	**For Department(s):**	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☑ Enter into an Agreement ☐ Change Order

☐ Recognizing Funds ☐ Budget Adjustment ☑ Waiver of Bid ☑ Emergency Clause

☑ Ordinance ☐ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Ordinance to Waive Competitive Bidding with Flintco for Library's Drive-thru Book Drop Renovation
Action Recommendation & Justification:	Ordinance to waive competitive bidding requirements in an amount not to exceed $121,733.00 to Flintco for Bentonville Public Library's drive-thru book drop renovation. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Flintco will work with local architectural firm Hight Jackson to renovate and expand the library's drive-thru book drop to accommodate a larger book sorting system. This is funded with remaining budget dollars allocated for the Library's expansion. Due to Flintco's in-depth knowledge of the facility, good working relationship, and the relatively low cost, this job is not practical or feasible to bid. An emergency clause is requested to prevent progress for work by year-end. This is a 2027 CIP project.
Amount for Approval:	$ 121,733.00

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☑ OTHER: CIP item; funds available to proceed

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

		$ 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		

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

Budget Impact Notes for Consideration (Optional):

BPL's expansion project is well-under budget. This renovation work was previously estimated to be more expensive and beyond scope due to the perceived conditions and technology required. With a new sorter configuration available for purchase, only interior demolition is required, reducing cost and scope for the Library.

MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: September 9, 2025

SUBJECT: Waiver of Competitive Bidding – Bentonville Public Library Drive-Thru Book Drop Renovation

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The Purchasing and Compliance Department recommends approval of the ordinance to waive competitive bidding requirements and authorize Flintco to complete the Bentonville Public Library's drive-thru book drop renovation. The project will be funded using remaining budget dollars allocated for the Library's expansion. The total project cost is not to exceed $121,733.00, inclusive of contingency.

The project includes demolition and construction services, with a 15% contingency for unknown building conditions. Flintco's prior experience with the Library's recent expansion, established relationship with staff, and in-depth facility knowledge make them the most practical choice for this small, specialized renovation. Funding will come from remaining Library expansion budget dollars. An emergency clause is included to ensure timely completion before year-end.

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: Library Book Drop Renovation

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

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's Quote Submission (attached hereto as **Exhibit A**) to the City's formal Invitation for Quotes Library Book Drop Renovation. The work shall consist of performing the services, including all labor, material, equipment, products and all other items necessary to perform the work, as set forth in this Contract and all attached Exhibits.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____. The primary contact for the City shall be the City of Bentonville Library Director, 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. Construction Timeline:

1. **Preconstruction Meeting:** The Parties shall meet prior to work beginning to review the Scope of Work.
2. **Work Beginning:** Contractor shall begin working within fourteen (14) days from Notice to Proceed.
3. **Substantial Completion:** Contractor shall reach substantial completion within one hundred fifty (150) days from work beginning.
4. **100% Completion:** Contractor shall reach 100% completion within two hundred (200) days from work beginning.

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.

1. **Owner's (City's) Contingency:** Owner (City) Contingency Funds shall not be used unless pre-approved by City in writing, and in accordance with the 4-b. Change Orders Section of this Contract.

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

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

resulting from Contractor's operations may be deducted from monies due to Contractor.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the per unit cost as defined in the Quote (attached hereto as **Exhibit A**) of this Contract for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto. Fees and contingencies shall be as follows:

a. Total Fee for Construction: $121,733.00 (one hundred twenty-one thousand seven hundred thirty-three dollars and zero cents).

b. Owner's Contingency: If Owner Contingency funds apply to this Contract, they shall be in accordance with Exhibit A.

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

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City. 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 and the Contractor has furnished the one (1) year warranty Bond.

8. PAYMENT.

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

reasonable satisfaction.

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

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

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

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract, except for those originally submitted in their Quote Submission (**EXHIBIT A**), without first obtaining the written approval of the City. The following Subcontractor has been identified by Contractor in their Quote Submission to:

a. XXXXXXXXXXX

1. Work to be performed: XXXXX

2. Does Subcontractor's portion exceed $50,000.00: No

Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Contract. Any person or firm proposed for subcontracting services under this Contract will maintain throughout the duration of the Contract, insurance as provided in **Exhibit B**.

12. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in **Exhibit B**, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees or independently contracted workers. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth in **Exhibit B** will result in the direct breach of this Contract and subsequent termination.

13. BONDS. Contractor shall be responsible for providing the following Guarantee Bonds to the City:

a. Performance and Payment: Upon time of signing this Contract, or at a time prior to the City executing this Contract, Contractor shall provide City with original files of an approved Performance Bond, and approved Payment Bond, each in an amount at least equal to the Total Bid Price ($121,733.00), as specified and in accordance with the Bonds Section of **Exhibit B** attached hereto.

b. Maintenance Bond/Guarantee Bond: Upon City's approval of 100% completion, Contractor shall provide City with a Maintenance Bond/Guarantee Bond, in an amount at least equal to the final Contract Price (inclusive of any approved Change Orders) for the one (1) year guarantee/warranty of the workmanship and materials.

c. Bonds Due Prior to Work Commencing: The original copies of Performance and Payment Bonds must be received by the City prior to work beginning. Digital copies may be accepted in situations where an original is not feasible, however the originals must be received within two (2) business days of the digital copies.

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

15. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The Contractor shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

16. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

17. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the Exhibits attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's

employees or personnel, to such premises or otherwise in performance of this Contract.

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

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

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

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

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

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

24. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to **Exhibit B.**

[Signature Page Follows]

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

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:_____

Flintco, Inc.

Address:_____

_____

_____

Date: _____

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

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EXHIBIT A

CONTRACTOR'S QUOTE SUBMISSION

FLINTCO

Groundbreaking Since 1908.

August 6, 2025

Hadi Dudley
Library Director
Bentonville Public Library

RE: Bentonville Public Library – Book Drop Renovation Budget

Dear Hadi Dudley:

Thank you for the opportunity to provide the budget pricing for the Book Drop Renovation at the Bentonville Public Library located at 405 South Main Street; Bentonville, Arkansas.

The budget pricing is based on the 6/13 Site Walk with the On-Site Client Representative and the 7/14 email with attachment confirming the scope with Hight Jackson. No design documents have been provided but we feel confident that we have captured the scope of work. Design documents are anticipated in the future and will be used to develop the final contractual costs. The scope of work is understood to be removing the wall enclosing the existing book drop area, removing and replacing the ceiling and flooring, patching and painting drywall as needed for finished look, resizing the book drop opening and minor electrical outlet adjustments.

All applicable insurances have been included in the total. Since this is an existing building and limited information is available, we have included a contingency of 15% to be used by Flintco during the course of construction. The project summary cost is as follows:

Construction Budget:

Book Drop Renovation	$ 100.284
Insurances	$ 3,189
Contingency (15%)	$ 18,260
Total:	**$ 121,733**

Clarifications and Assumptions
We have assumed the following: There exists a reliable power and water source within the project area. The load demand on the existing electrical does not require changes. Salvaged materials and attic stock is to be used for the ceiling tile reinstall and the possible lighting fixture swap. Since no design or engineering documents are available at this time, no costs presented account for shoring / structural needs or final flooring. Allowances have been created for each. There is no professional liability or design guarantees made or included without engaging a licensed design professional.

Should you have any questions, or need any additional information or clarifications, please feel free to contact me at any time. Thank you again for the opportunity.

[redacted]

John Harlow
Project Manager

Attachments Included for Review

1. Breakdown of Bentonville Public Library – Book Drop Renovation Budget

8/6/2025

Bentonville Public Library - Book Drop Renovation Budget

Code	Item Description	Quantity	Unit	Labor/Unit	Mat'l/Unit	Sub/Unit	Sub Cost	Total	Notes
003146	Permit	1	LS	-	-	-	-	$ -	None anticipated.
017350	General Conditions	1	LS	-	-	-	-	$ 22,345	
017413	Project Requirements	1	LS	-	-	-	-	$ 6,021	
024100	Demolition & Removal	1	LS	-	-	-	-	$ 18,000	
092216	Drywall & ACT Ceiling (Tiles Salvaged)	1	LS	-	-	-	-	$ 6,385	Ceiling Tiles are salvage & attic stock.
099000	Paint	1	LS	-	-	-	-	$ 2,235	
101400	Signage	1	LS	-	-	-	-	$ -	Reapplying existing room signage.
260000	Electrical	1	LS	-	-	-	-	$ 9,125	Keep existing light.
051200	Steel Allowance	1	LS	-	-	-	-	$ 15,500	
096000	Flooring Allowance	1	LS	-	-	-	-	$ 8,500	
265000	Lighting Add	1	LS	-	-	-	-	$ -	$800; Wire & install salvaged pendant light.
	SUBTOTAL							$ 88,111	
017833	SDI / BONDING							$ 2,114	
910000	INSURANCES							$ 1,075	
012116	CONTINGENCY							$ 18,260	Returned if not used.
980000	FEE							$ 12,173	
	TOTAL							$ 121,733	

NOTES: (duration / exclusions / special requirements / owner provided items / etc):

Proposal is based on provided Hight Jackson information. Flintco assumes access to existing power and water for construction uses. Appropriate electrical source is assumed to be in adjacent electrical room. Ceiling tiles used are existing salvage and attic stock. Allowances are due to unknown design and engineering requirements. Lighting add is to salvage existing lay-in light fixture in book drop room and install 4' salvage pendant light to match existing hallway. Salvaged pendant light is from previous Library renovation.

We have excluded any shoring or structural requirements until known by design and engineering. Such requirements are to be funded by allowances and contingency. Also excluded is any relocation of utilities, any repairs of existing installs, any non-standard working hours or permitting costs.

Administrative Services
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1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

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EXHIBIT B

CITY OF BENTONVILLE TERMS AND CONDITIONS

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

TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. “Solicitation” may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term “Contractor” means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing and Compliance Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

   Each Bidder shall furnish the information required in the solicitation. The Bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. All signatures must be by an officer or employee having the authority to bind the company or organization by his/her signature and included with the Bid response.

   Unit price for each unit offered must be provided. The unit price will be presumed correct.

   The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City’s specified timeline shall apply.

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City’s specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing and Compliance Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing and Compliance Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing and Compliance Manager, is suspected by the Purchasing and Compliance Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing and Compliance Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing and Compliance Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.

(1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
(2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evident on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

6. **ACCEPTANCE OF OFFER:** The submitted Bid is considered an offer on the part of the Bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order, Notice of Award, Contract or other contractual or otherwise binding document. Bidders accept all terms and conditions herein upon submission of their signed Bid.

7. **FIRM PRICES:** By submitting the Bid, Bidder signifies that the prices, terms and conditions quoted in their Bid will be firm for acceptance for a period of not less than the bid guarantee Bid stated herein unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.

   UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

8. **CONTRACT RENEWAL**: The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES**: Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS**: Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES**: Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.

12. **AWARD**: Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past

performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

The City reserves the right to accept or reject any or all Bids or part of Bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation for any reason.

The Purchasing and Compliance Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified herein.

Conditional Bids are not acceptable and are subject to rejection in whole or in part at the sole discretion of the City.

In the event of two (2) or more identical low Bids, award will be made to the lowest and most responsible and responsive Bidder as determined by the City through the Bid evaluation process.

No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without the written approval of the Purchasing and Compliance Manager and Finance Director.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these Bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL (OR EQUIVALENT, OR ALTERNATE) is added. However, if a product other than that specified is Bid, it is the Bidder's responsibility to identify such product in their Bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made. The decision to accept a proposed item is solely the City's.

14. **VARIATIONS OF SPECIFICATIONS**: For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.

15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.

17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest

quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.

20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

    The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the awarded Bidder. Any request for time extension must be in writing and approved by the City's authorized representative.

    All deliveries shall be FOB Destination to the location listed on the purchase order , contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.

22. **PRICE CHANGES ON CONTRACTS**: If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
    - First to Bidder offering firm prices for full contract period; and
    - Second to Bidder offering firm prices subject to market price adjustment.

23. **COPYRIGHT OR PATENT RIGHTS**: By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.

24. **CONFLICT OF INTEREST**: The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.

25. **TAXES**: The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.

    The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.

    It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.

26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.

27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:

1. Termination for Convenience
   In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

2. Termination for Cause
   Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.

3. Termination Due to Unavailability of Funds
   When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City and without penalty to the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount specified herein, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

32. **MODIFICATIONS FOR CHANGES**: No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing and Compliance Department of the City of Bentonville.

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate

manufacturer certification of all statements made in the Bid.

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.
36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

37. **ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing and Compliance Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing and Compliance Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing and Compliance Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing and Compliance Department can monitor said changes. Such membership will be at no cost to the City.
    10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

38. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing and Compliance Department at
(479) 271-3115.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH FLINTCO, INC., FOR A LIBRARY RENOVATION TO ACCOMMODATE A LARGER BOOK SORTER, IN THE AMOUNT OF ONE HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS ($121,733.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library requests an agreement with Flintco, Inc. to renovate the drive-thru book drop to accommodate a larger book sorter;

WHEREAS, this project is on the Library's CIP for 2027; and

WHEREAS, this purchase is funded with remaining budget dollars allocated for the Library expansion.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Flintco, Inc., in the amount of one hundred twenty-one thousand seven hundred thirty-three dollars ($121,733.00), for a drive-thru expansion to accommodate a larger book sorter;

Section 2: Because Flintco has in-depth knowledge of the facility and the expansion project it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after the date of its passage and approval;

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

Section 5 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/9/2025	**Submitted By:**	Hadi Dudley
Phone:	479-271-3194	**For Department(s):**	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance to Waive Competitive Bidding for Tech Logic
Action Recommendation & Justification:	Ordinance to waive competitive bidding requirements in an amount not to exceed $141,000.0 to Tech Logic for a new and expanded automated materials handling RFID system in the drive-thru area. A budget adjustment is needed to move available funds to the correct account number.
Additional Comments for Consideration (Optional):	Tech Logic is a sole source vendor for RFID hardware and software installed at the Library. An expanded book sorter is needed to expand the ability to meet public use. The project is being funded with remaining expansion funds and interest revenue and. Cost includes a trade-in discount. An emergency clause is needed to not impede specialty equipment orders and to align with the Library's renovation schedule.
Amount for Approval:	$ 141,000.00

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☑ OTHER: CIP item; funds available to proceed

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

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105050-47430	Furniture & Fixtures	$ (50,000.00)	$
105050-47410	Machinery & Equipment	$ 141,000.00	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

BPL's expansion project is well-under budget and there is interest revenue available to use. This back-of-house work was previously estimated to be more expensive and beyond scope due to the perceived conditions and technology required. With a new sorter configuration available for purchase, only interior demolition is required, reducing cost and scope for the Library.

MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: September 9, 2025

SUBJECT: The purchase of Tech Logic Automated Materials Handling RFID System

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The Purchasing and Compliance Department recommends approval of the ordinance to waive competitive bidding requirements and authorize the purchase of the expanded AMH RFID system from Tech Logic in an amount not to exceed $141,000.00.

The Bentonville Public Library requires the purchase of a new and expanded Automated Materials Handling (AMH) RFID system for the drive-thru area to accommodate a larger book sorter and expand the Library's capacity to meet public demand.

The proposed purchase includes hardware, software, shipping, tax, and a trade-in discount, with a total cost not to exceed $141,000.00. Tech Logic is the vendor for specific RFID hardware and software currently in use at the Library, ensuring seamless integration with the existing system.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

August 28, 2025

835 Hale Avenue North
Oakdale, Minnesota, 55128
800.494.9330
www.tech-logic.com

Sole-Source Letter for Tech Logic's totalAMH System

To Bentonville Public Library:

Tech Logics' totalAMH systems are not available for purchase from any other vendors. Tech Logic's AMH is a complex and powerful system that works with all ILS systems, functions si-multaneously with RFID and uses Windows 10 2021 LTSC. Any specific hardware or software development related to the totalAMH can only be designed, built, integrated or programmed by Tech Logic's development team.

Tech Logic's totalAMH products offer several unique and highly beneficial automation solutions for libraries. In summary, they include the following technologies:

- smartBIN auto-height-adjusting sorting/storage containers (Patent no. 6,000,770)
- valueIT software, to automatically assess the online sales value of weeded or donated materials and assist with facilitation of online sales
- Multiple sorting strategies that can be pre-configured and changed by staff on the fly via drop-down menu. Staff can create up to 99 different sorting strategies within the interface.

The combination of these featured components by Tech Logic Corporation into one integrated material management system will allow maximum staffing efficiencies in the circulation department and provide for a significant reallocation of budgetary resources to other library departments. The unique Tech Logic features proposed for your library are unavailable from any other supplier of library automation technology; thus, the library's specification of a particular custom Tech Logic totalAMH system is appropriate for "sole source" designation.

Tech Logic totalAMH systems are comprised of modular components. The pricing for the components is always available from your Tech Logic representative as published. If Bentonville Public Library has any questions about this solution, please do not hesitate to contact us using the contact information shown, below.

Sincerely,



Gary Kirk
President, Tech Logic Corporation
gkirk@tech-logic.com
651-389-4912



Tim Lawson
Solutions Specialist, Tech Logic Corporation
tlawson@tech-logic.com
651-308-5743

835 Hale Avenue North
Oakdale, Minnesota 55128
(800) 494-9330
www.tech-logic.com

totalAMH RFID System

Bentonville Public Library

Quote Submitted:

8/28/2025

Quote Valid Until:
45 days from quote date

Tech Logic is pleased to submit this proposal for our totalAMH RFID system. We appreciate the opportunity to be considered for this project and believe that Tech Logic will provide the very best solution available.

Why Choose a Tech Logic AMH Solution?

Tech Logic has been in the automated material handling (AMH) business for over 22 years. We invented and developed the concept of automated material handling in libraries and have more automated material handling systems installed than any of our competitors. We design, develop, manufacture, install and service every AMH product and solution we sell. Our products are designed to be modular, flexible and turnkey because we understand that every library has different needs.

Most alternative library AMH systems were originally designed for use in warehouse settings or use generic components cobbled together to "work" for libraries. In these scenarios, the systems and components were built to handle uniform shapes, rather than the varied shapes and sizes of library materials. Many of these systems were converted from manufacturing to accommodate library materials. Tech Logic systems were designed from the ground up specifically for library materials so you can be assured that items are handled gently and accurately.

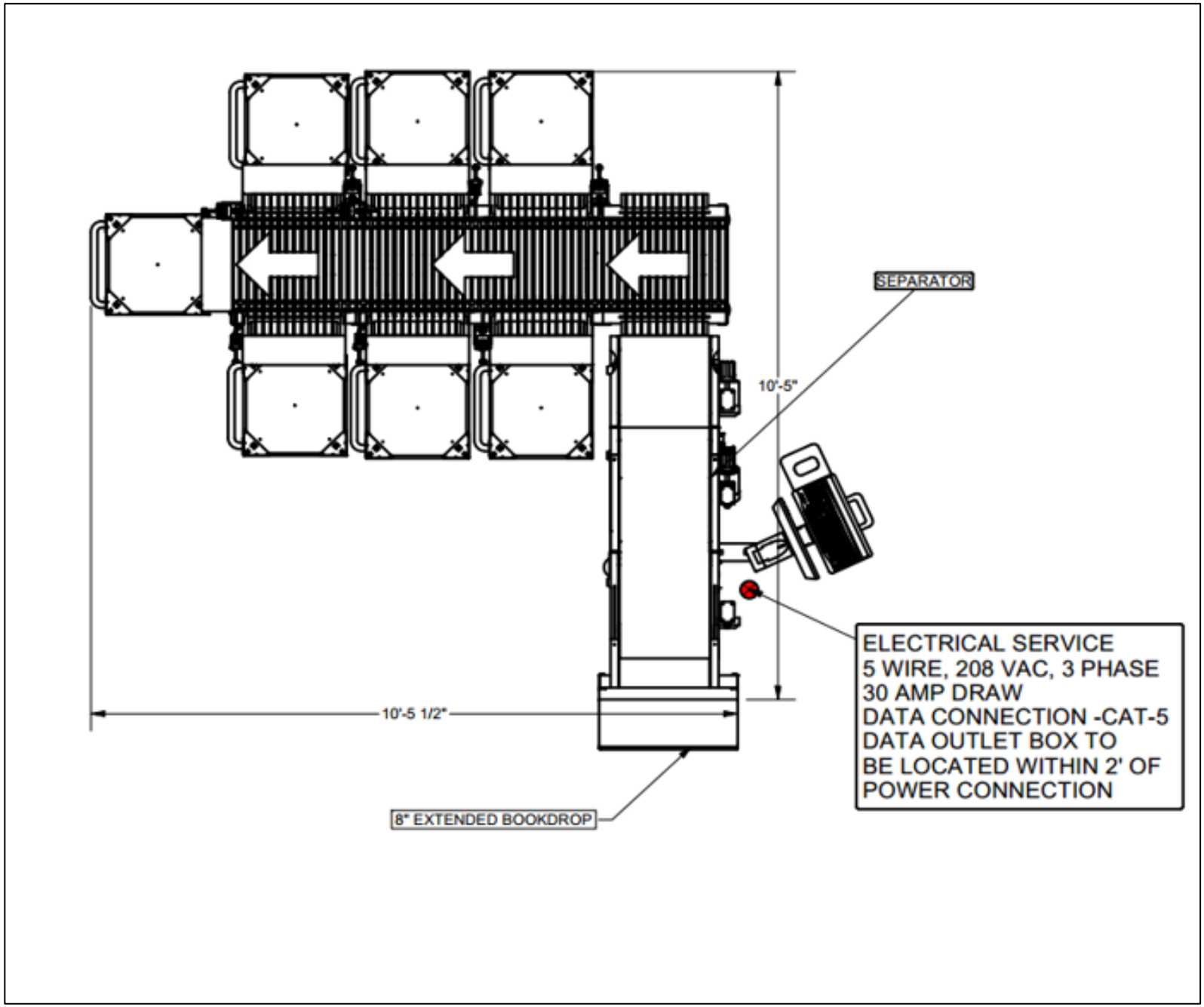
Tech Logic's patented SMARTBIN (used for loading, sorting and transporting items) includes a photoelectric eye that tells the bin to adjust its floor according to the level of materials. Even if you only have one book in a SMARTBIN, that book will still be at the top of the bin. If you've ever had to reach down into a bin as you empty it, you know how difficult this motion becomes when repeated over and over. Consider how much physical labor and repetitive motion injuries will be avoided over the 20+ years a SMARTBIN is expected to be in use.

Tech Logic's totalAMH SEPARATOR can actually separate material as they are moved from the patron's hands to the sorter. This means that patrons can return stacks of items (something they are already accustomed to) while the system separates them gently so they can then easily be checked in and sorted. Systems that force patrons to feed books into the return one by one basically force patrons to separate materials for the system. This process also forces patrons to perform check-in as well! We all have less time these days. Why invest in a system that *takes* more of it? Tech Logic's system design recognizes that patrons cannot be counted on to follow directions—so we design systems that assume they will not.

A Tech Logic totalAMH system will introduce greater efficiency, safer work environments and less physical work for both library staff and patrons. These time and labor savings are cumulative and will be part of the daily workflow, resulting in a significantly higher degree of patron satisfaction in the following ways:

- ✓ Our "Throw & Go" drops are weather-proof and can be located such that the AMH system sorts 100% of item returns.
- ✓ Returns are fast, easy and anticipate the least possible patron involvement as part of the core design.
- ✓ The totalAMH system is designed to allow patrons to return multiple items in a stack so that current patron behavior will not need to be modified.
- ✓ Checking in and sorting 100% of returns means a greater return on investment than any other vendor can deliver.
- ✓ SMARTBINS and chutes from Tech Logic handle library items with the care so that they last longer.
- ✓ Sorting parameters can be changed whenever necessary so that the library can react to changing volume-based needs and an eclectic patron base.
- ✓ Deliveries to and from regional and branch libraries can be done in containers that best meet the space and time constraints defined by those individual libraries and your delivery vehicles. This means that you can utilize existing totes or our SMARTBINS depending on materials volume and available space.
- ✓ Staff will not need to print hold slips at the circulation desk.
- ✓ When necessary or desirable, holds can be segregated from simple returns. Daily statistics can be gathered and viewed by appropriate staff from any PC.
- ✓ Our patented SMARTBIN) will improve efficiencies and reduce physical labor at any library. These bins include a photoelectric eye that tells the bin to adjust its floor according to the level of materials.

Any AMH solution that requires touch screens or receipts at the book return is **by design** establishing a lengthy one-at-a-time returns process. With this in mind, our totalAMH solutions deliver a simple Throw & Go returns process that your patrons already know how to use. No receipt printing, no touch screens and no barcode scanners. We know from many years of real-world experience that the most successful system is the one that allows your patrons to "Throw & Go".


SEPARATOR
10'-5"
10'-5 1/2"
8" EXTENDED BOOKDROP
ELECTRICAL SERVICE
5 WIRE, 208 VAC, 3 PHASE
30 AMP DRAW
DATA CONNECTION -CAT-5
DATA OUTLET BOX TO
BE LOCATED WITHIN 2' OF
POWER CONNECTION

Qty	Part Number	Description	Unit Price	1st Yr. Extended price
1	913XXXXX	7 Bin Exterior AMH with 90 Degree Turn and Extension	$99,632.84	$99,632.84
1	ASTSOFT	Multi-Bin System Control Software	$7,602.96	$7,602.96
1	LABOR1	Installation and Training	$6,933.90	$6,933.90
7	25016614	Tech Logic EZ Bin	$1,695.00	$11,865.00
1		Trade-In Discount	($3,486.86)	($3,486.86)
		Shipping		**$6,100.00**
		Total Contract Pricing		**$128,647.85**

Note: Due to an unusual level of volatility in the price and availability of some raw materials used in our manufacturing process, Tech Logic may find it necessary to increase some of the above prices should there be a delay between purchase order and delivery of these products. Tech Logic will do everything in our power to avoid this but these market-price changes are well outside of our control.

More information about these challenges can be found here: https://www.reuters.com/article/us-usa-economy-steel-insight/u-s-manufacturers-grapple-with-steel-shortages-soaring-prices-idUSKBN2AN0YQ

Please feel free to reach out to your Tech Logic Solutions Specialist if you have questions or concerns—we are committed to working closely and transparently with our libraries during these unique times.

AMH Payment Terms and Support:

I. A first payment, in an amount of forty percent (40%) of the Contract Price, shall be due within ten (10) days after the Effective Date. Work pursuant to this Agreement shall not begin until such payment is received and verified by Tech Logic.

II. A second payment, in an amount of fifty percent (50%) of the Contract Price, shall be due within ten (10) days after a Notice of Completion of Manufacturing Design is submitted to Library.

III. A third payment, in the amount of (5%) of the Contract Price, shall be due within ten (10) days of the date on which notification is made by Tech Logic to Library that manufacturing, final testing and pre-shipment inspection of the TLS is complete and ready to be shipped to Library. Library has the right and may elect to inspect the TLS (at the Library's expense) prior to actual shipment to Library. Failure of the Library to inspect the TLS prior to shipment to the Library shall not cause a delay of the third payment to Tech Logic.

IV. Final payment, in an amount of five percent (5%) of the Contract Price, plus all additional payments required under executed Change Orders, if any, shall be paid within ten (10) days of Tech Logic's delivery to the Library of the Notice of Completion.

Further, if a delay occurs then the final 5% payment hereunder shall be paid by Library within sixty (60) days of shipment from Tech Logic. In any event, the final 5% payment hereunder shall be paid by Library within ninety (90) days from the date on which notification is made by Tech Logic to Library that the TLS is ready for shipment to Library.

Performance Bond & Payment Bond:
Costs associated with Performance & Payment bond requirements are the sole responsibility of the library.

Payment Schedule for Change Orders:
The payment of any Change Order shall be made in installments, with the first installment being due ten (10) days after the execution of the Change Order. The amount and payment terms of the Change Order shall be as set forth as above.

Interest Charges:
If any payments due from Library to Tech Logic are deemed to be, in the sole discretion of Tech Logic, overdue, then interest charges thereon shall be paid by Library to Tech Logic at a rate of one and one-half percent (1.5%) per month

Software and Hardware Support

- Annual Support/Software License and Maintenance program costs are in addition to the item(s) quoted above. The Support/Software License(s) are required for the duration that the equipment is in use and is billed annually.

- Annual Support/Software and Maintenance Programs automatically increase 2% per year after the initial first year of paid annual support. Customer may qualify for savings with a multi-year pre-payment plan.

Notes:
1) SIP or SIP2 is required and needs to be acquired. Please ensure that the SIP & ILS implementations are of the latest versions.
2) The SIP interface which integrates AMH systems with ILS software is provided by the ILS vendor.

Lease Financing Option

Available Upon Request.

https://apply.peacsolutions.com/auth/EF?partnerid=6128031GVLEXAAR

The Value of Municipal Financing
Horizon Keystone Financials' initial emphasis in every sale is to identify and meet customer requirements. We structure lease terms that match your individual needs and budget. We will stay with you through the entire leasing process, from need identification through approval, documentation, and funding. We will work with you through every step of acquiring and financing equipment.

Who qualifies for a municipal finance agreement?
The government of states, counties, cities, towns, villages, boroughs, school districts, and state universities.

What kind of equipment can be financed?
All Tech Logic products and services.

How can a municipal finance agreement help our organization? A municipal finance agreement can improve your organization's financial situation by:

Reducing Monthly Outlays Because municipal interest payments are exempt from federal income taxes, Horizon Keystone Financial passes its tax savings on to you in the form of lower rates that keep your monthly payments affordable.
Leveraging Cash Position If your balance sheet is healthy, keep those cash reserves fully invested and use the income to off set the interest on your lease payments. Horizon Keystone Financials tax-exempt finance rates may even be lower than the rate you can earn on your invested funds.
Preserving Cash With no up-front cash required, you can use your available capital for operating requirements rather than down payments.
Simplifying Financial Transactions A master finance agreement line can eliminate the hassles of negotiating and bidding multiple purchases. Horizon Keystone Financial will fund your entire lease, eliminating the need for underwriting by investment bankers and the need to prepare lengthy documents.
Funding Immediate Needs You'll get the equipment you need now, without waiting for next year's budget cycle and without the costs and delays of a voter referendum.
Pooling Financial Needs for Discounts Consolidate the equipment needs of all your departments into a single finance agreement line and reap the rewards of lower interest rates.
Increasing Financial Control Coordinate the purchasing activities of multiple departments with a master finance agreement line that guarantees the same favorable terms for every transaction.
Non Appropriation Agreement - A municipal lease characterized by a non-appropriation clause specifies that the lease can be terminated in the event funds are not made available in subsequent fiscal years.
Early Buyout Options - Government body would be given an option to prepay the finance agreement at a *discounted buyout price* negotiated at the inception of the lease.
Variable Payments - Finance agreements could be structured with monthly, semi-annual, or annual payment structures to accommodate the government body financing.

Program Options Provided By:
PEAC Solutions
Robbie DeGaris: 856-505-4490 rdegaris@peacsolutions.com

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH TECH LOGIC., FOR THE PURCHASE OF AN EXPANDED BOOK SORTER FOR THE BENTONVILLE PUBLIC LIBRARY, IN THE AMOUNT OF ONE HUNDRED FORTY-ONE THOUSAND DOLLARS ($141,000.00); ADJUSTING THE 2025 BUDGET TO REALLOCATE FUNDS; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library requests to purchase an expanded book sorter from Tech Logic for the drive-thru book drop;

WHEREAS, this project is on the Library's CIP for 2027; and

WHEREAS, this purchase is funded with remaining budget dollars allocated for the Library expansion.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Tech Logic, in the amount of one hundred forty-one thousand dollars ($141,00.00), for an expanded book sorter at the Bentonville Public Library;

Section 2: The 2025 Budget is hereby adjusted to appropriate fifty thousand dollars ($50,000.00) from Account #105050-47430 – Furniture & Fixtures into Account #105050-47410 – Machinery & Equipment;

Section 3: Because Tech Logic is a sole source vendor of the software it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 4 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after the date of its passage and approval;

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, Mayor

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/9/2025	**Submitted By:**	Hadi Dudley
Phone:	479-271-3194	**For Department(s):**	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Declaring Surplus Item for the Library Department
Action Recommendation & Justification:	Resolution declaring the Library's existing drive-thru Tech Logic 3-bin automated materials handling (AMH) RFID system as surplus. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	With a final renovation project, the Library is expanding its AMH RFID system from a 3-bin to a 7-bin book sorter in the drive-thru location. When the new exterior system is installed, the existing machine will become obsolete. Due to the proprietary nature of the equipment, it will be difficult to auction the item to another entity. A trade-in discount was provided by vendor toward new purchase. BPL will retain certain parts for back-up inventory then subsequently recycle the majority of the older system.
Amount for Approval:	$ 0

Budget Impact

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

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

		$ 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		

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

Budget Impact Notes for Consideration (Optional):

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN PROPERTY BELONGING TO THE CITY OF BENTONVILLE PUBLIC LIBRARY AS SURPLUS PROPERTY; AUTHORIZING ITS DISPOSAL; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Library Department respectfully requests to declare the existing drive-thru Tech Logic 3-bin automated materials handling RFID system as surplus;

WHEREAS, with the expansion and remodel project, the Library is expanding its AMH RFID system from a 3-bin to a 9-bin book sorter; and

WHEREAS, a trade-in discount for this surplus equipment is used towards the purchase of the Library's new AMH system.

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

Section 1: The Bentonville Public Library may dispose of the existing Tech Logic 3-bin automated materials handling RFID system;

Section 2: A record of all items that are disposed of shall be maintained;

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/9/2025	**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:	Ordinance to Waive Competitive Bidding to Order 3-Phase Transformers
Action Recommendation & Justification:	Ordinance to waive competitive bidding to purchase 3ph transformers from AECI, Unit Prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Award is based on the low responsive quote per line item, for estimated totals: AECI in the estimated amount of $82,020.00
Amount for Approval:	**$** 82,020.00

Budget Impact

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

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

		$ 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		

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

Budget Impact Notes for Consideration (Optional):

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SERVICE CONTRACT: 3-Phase Transformers

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Arkansas Electric Cooperative, 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 Invitation for Quotes, for the purchase and delivery of 3-Phase Transformers, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, including all equipment, materials, products and all other items necessary to perform the work, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____. The primary contact for the City shall be the City of Bentonville Electric Utilities Director, 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. Order for 3-Phase Transformers per the unit prices attached herein, shall be placed by Contractor immediately following Purchase Order received from the City.
2. Contractor shall deliver the order to the City within fourteen (14) weeks from the date of the order being placed.

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

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

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

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

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

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

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items 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 unit price as defined herein, for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibit attached hereto. Fees and contingencies shall be as follows:

a. Total Fee for Services: $82,020.00 (eighty-two thousand twenty dollars and zero cents), plus applicable taxes 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.

[This space has been intentionally left blank]

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

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

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

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract 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.

[This space has been intentionally left blank]

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

The policies of insurance required are as follows:

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

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

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

[This space has been intentionally left blank]

14. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The Contractor shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

15. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

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

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

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

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

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

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 Benton County Circuit Court of Benton County, Arkansas.

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

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

[Signature Page Follows]

Administrative Services
Purchasing and Compliance 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

_____(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:_____

Arkansas Electric Cooperative, Inc.

Address:_____

_____

_____

Date:_____

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT A

SCOPE OF WORK

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SCOPE OF WORK

The purchase and delivery of Three Phase Pad-Mount Distribution Transformers. The Contractor will be responsible for supply Three Phase Pad-Mount Distribution Transformers. Delivery must be made to the specified location within the agreed-upon timeframe.

Location: Inventory Department - 501 SW 28th Street Bentonville, AR 72712

Lead time: 12-14 Weeks

Estimated quantity to be ordered: 2

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT B

QUOTE FORM

City of Bentonville Electric Utilities Department

Three Phase Pad-Mount Distribution Transformers

Quote Form

Line Item Number	BEUD Inventory Part Number	KVA	Voltage	QTY	Price Each AECI	Extended Price	Lead Time (Weeks)
1	2006	1000	120/208	2	$41,010.00	$82,020.00	12-14 wks
	Irby and Techline did not quote - neither can meet our dimension restrictions.						

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO WAIVE COMPETITIVE BIDDING AND ENTER INTO AN AGREEMENT WITH AECI FOR THE PURCHASE OF 3-PHASE TRANSFORMERS, PER THE UNIT PRICES, IN THE ESTIMATED AMOUNT OF EIGHTY-TWO THOUSAND TWENTY DOLLARS ($82,020.00); PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Inventory Warehouse Department needs to purchase 3-Phase Transformers;

WHEREAS, market volatility and lead times related to these products make it impractical and unfeasible to solicit competitive bids; and

WHEREAS, no budget adjustment is needed to fund this purchase.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with AECI, per the unit prices, for the purchase of 3-Phase Transformers in the estimated amount of Eighty-Two Thousand Twenty Dollars ($82,020.00).

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of the 3-Phase Transformers.

Section 3 - Emergency Clause: In Order to protect the health, safety and welfare of the Citizens of Bentonville, an emergency is hereby declared to exist and this Ordinance shall take effect and be in full force and effect from and after its passage;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/9/2025	**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:	Ordinance to Waive Competitive Bidding to Order 1/0 Underground Wire
Action Recommendation & Justification:	Ordinance to waive competitive bidding to purchase 1/0 Underground Wire from Stuart Irby Unit Prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Award is based on the low responsive quote per line item, for estimated totals: Stuart Irby in the estimated amount of $94,125.00
Amount for Approval:	**$** 94,125.00

Budget Impact

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

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

		$ 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		

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

Budget Impact Notes for Consideration (Optional):

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SERVICE CONTRACT: 1.0 Underground Wire

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Stuart Irby, 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 Invitation for Quotes, for the purchase and delivery of 1.0 underground wire, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, including all equipment, materials, products and all other items necessary to perform the work, as set forth in this Contract and **Exhibit A**.

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

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

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

b. Service Timeline:

1. Order for 1.0 Underground Wire per the unit prices attached herein, shall be placed by Contractor immediately following Purchase Order received from the City.
2. Contractor shall deliver the order to the City within four (4) weeks from the date of the order being placed.

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

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

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

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

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

a. Total Fee for Services: $94,125.00 (ninety-four thousand one hundred twenty-five dollars and zero cents), plus applicable taxes to perform the work to 100% completion.

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.

[This space has been intentionally left blank]

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

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

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

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract 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.

[This space has been intentionally left blank]

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

The policies of insurance required are as follows:

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

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

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

[This space has been intentionally left blank]

14. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The Contractor shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

15. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

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

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

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

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

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

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 Circuit Court of Benton County, Arkansas.

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

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

[Signature Page Follows]

Administrative Services
Purchasing and Compliance 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

_____(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:_____

Stuart Irby

Address:_____

_____

_____

Date:_____

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT A

SCOPE OF WORK

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SCOPE OF WORK

The purchase and delivery of 1/0 Full Neutral AL underground wire. The Contractor will be responsible for supplying high-quality, durable wire suitable for underground installation. Delivery must be made to the specified location within the agreed-upon timeframe.

Location: Inventory Department - 501 SW 28th Street Bentonville, AR 72712

Lead time: 4 Weeks

Estimated quantity to be ordered: 25,000’

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT B

QUOTE FORM

City of Bentonville Electric Utilities Department
15KV Underground Primary Cable
Quote Form

BEUD Inventory Part Number	Wire Size	Feet Required	Price Per Foot - IRBY	Extended Price	Lead Time
2147	1/0 Full Neutral AL	25,000	$3.77	$94,125.00	Stock
		10 Reels @ 2500'			

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO WAIVE COMPETITIVE BIDDING AND ENTER INTO AN AGREEMENT WITH STUART IRBY FOR THE PURCHASE OF 1/0 UNDERGROUND WIRE PER THE UNIT PRICES IN THE ESTIMATED AMOUNT OF NINETY-FOUR THOUSAND ONE-HUNDRED TWENTY-FIVE DOLLARS ($94,125.00); PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Inventory Warehouse Department needs to purchase 1/0 Underground Wire;

WHEREAS, market volatility and lead times related to these products make it impractical and unfeasible to solicit competitive bids; and

WHEREAS, no budget adjustment is needed to fund this purchase.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Stuart Irby, per the unit prices, for the purchase of 1/0 Underground Wire in the estimated amount of Ninety-Four Thousand One-Hundred Twenty-Five Dollars ($94,125.00).

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of the Single Phase Transformers.

Section 3 - Emergency Clause: In Order to protect the health, safety and welfare of the Citizens of Bentonville, an emergency is hereby declared to exist and this Ordinance shall take effect and be in full force and effect from and after its passage;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

ATTEST:

_____
Stephanie Orman, MAYOR

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/9/2024	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to award bid IFB-25-62 to MVA Power, Inc. for Substation "A" H-Frame Steel
Action Recommendation & Justification:	Resolution to award bid IFB-25-62 MVA Power, Inc. for Substation "A" H-Frame Steel for the upcoming expansion. With the increased load in the downtown area, a larger, newer transformer is required. Because the larger transformer has a bigger footprint, the existing H-Frame is not the right size and needs to be located. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	MVA Power, Inc. was the lowest responsive bidder.
Amount for Approval:	$ 52,983.50

Budget Impact

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

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

		$ 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		

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 PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	8/12/2025	Time of Bid Opening:	1:00 PM CST

Solicitation Title: SUBSTATION "A" H-FRAME STEEL

				Bidders:	Southland Grid Structures, LLC		Technology Internation, Inc.		MVA Power Inc	
Line Item	Estimated Quantity	Unit of Measure	Description		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	1	EA	69kv Dead-End Structure		$66,583.00	$66,583.00	$73,080.00	$73,080.00	$52,983.50	$52,983.50
				Total Bid Price	$66,583.00		$73,080.00		$52,983.50	

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

TABULATION VERIFICATION

[redacted]

Meghan Dillard
Purchasing and Compliance Specialist

Tanya Moore
Purchasing and Compliance Specialist

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH MVA POWER, INC. FOR THE PURCHASE OF SUBSTATION "A" H-FRAME STEEL IN THE AMOUNT OF FIFTY-TWO THOUSAND NINE-HUNDRED EIGHTY-THREE DOLLARS AND FIFTY CENTS ($52,983.50); AND FOR OTHER PURPOSES.

WHEREAS, MVA Power, Inc. is the lowest responsive bidder for bid IFB-25-62;

WHEREAS, this contract covers the purchase of Substation "A" H-Frame Steel;

WHEREAS, this will be paid with budgeted funds and no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with MVA Power, Inc. for the purchase of Substation "A" H-Frame Steel in the amount of Fifty-Two Thousand Nine-Hundred Eighty-Three Dollars and Fifty Cents ($52,983.50);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/9/2024	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Enter into an Agreement with Maintstar, Inc. for Asset Management Software
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with Maintstar, Inc. for Asset Management Software as a result of their submission to the City's Request for Proposal (RFP)-25-37 for the Bentonville Electric Utility Department and Inventory Warehouse for $99,500.00 upfront costs, and yearly maintenance cost from years 1-5 of $224,018.75 for a total cost of 323,518.75. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This firm was selected following the City's standard RFP solicitation and selection process. Maintstar, Inc. was the highest rated firm.
Amount for Approval:	**$** 323,518.75

Budget Impact

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

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

		$ 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		

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

Budget Impact Notes for Consideration (Optional):

ASSET MANAGEMENT SOFTWARE (AMS) SERVICES AGREEMENT

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and MaintStar, Inc., hereinafter referred to as "PROVIDER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this _____ ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY desires to furnish a comprehensive inventory and resource management solution for the City of Bentonville, Arkansas;

B. WHEREAS, the PROVIDER is duly qualified and experienced in the implementation and integration of Asset Management Software, and has agreed to provide such services to the CITY;

C. WHEREAS, The CITY has awarded the PROVIDER this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 14-47-138, §14-58-303, and City Ordinance Sec.2-377-Sec.2-378;

D. WHEREAS, the CITY wishes to contract for Asset Management Software (AMS) Services;

E. WHEREAS, The PROVIDER has the skill, experience, ability, background, certifications, and knowledge to provide these services; and

F. WHEREAS, The PROVIDER wishes to perform such Asset Management Software (AMS) Services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and PROVIDER agree to the following:

ARTICLE I - SERVICES DESCRIPTION

The services shall be as described in APPENDIX A. "Services Description", attached hereto and incorporated herein by reference.

ARTICLE II - TERM

The term of the agreement shall be for a one (1) year term renewable annually upon mutually written agreement via amendment for a maximum term not to exceed five (5) years. Upon any approved extension of the Agreement, the terms and conditions shall remain as stated herein.

ARTICLE III - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, PROVIDER agrees to provide the CITY the necessary comprehensive inventory and resource management solution, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE IV - STANDARD OF CARE

All work procedures shall be in accordance with this AGREEMENT and with the appendices attached hereto.

a) **WORK PROCEDURES.** All work shall be performed in accordance with industry standards and best practices, and as specified in this AGREEMENT and in the appendices attached hereto.

b) **CHANGE ORDERS AND AMENDMENTS.** Any changes to the Scope of Work shall be handled via Change Order or Amendment to this AGREEMENT, 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.** PROVIDER agrees to remedy any unsatisfactory results, within the terms of this AGREEMENT.

d) **GENERAL.** PROVIDER 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, PROVIDER 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 PROVIDER 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 PROVIDER's operations may be deducted from monies due to PROVIDER.

ARTICLE V - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. PROVIDER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE VI - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay PROVIDER for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROVIDER in accordance with this AGREEMENT.

D. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROVIDER has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROVIDER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROVIDER shall immediately make every effort to settle the disputed portion of the invoice.

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

ARTICLE VII - INSURANCE

A. PROVIDER shall during the term hereof maintain in full force and effect the following insurance:

1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROVIDER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROVIDER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage; and

B. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance;

2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; and

3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

C. PROVIDER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VIII - RIGHT OF ACCESS

A. CITY recognizes that PROVIDER's operations and use of equipment may unavoidably alter existing conditions or affect the environment of the CITY. The cost of repairing such damage shall be the responsibility of PROVIDER, at no additional cost to the CITY. In the event that PROVIDER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to PROVIDER.

ARTICLE IX - RECORDS AND RETENTION

A. PROVIDER shall, upon completion of the services and full payment for the PROVIDER's services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROVIDER pursuant to this AGREEMENT in formats requested by the CITY.

B. PROVIDER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROVIDER's FEES.

ARTICLE X - SAFETY

A. The PROVIDER shall be solely responsible for the safety, supervision and direction of PROVIDER's employees and personnel while performing the work pertaining to this AGREEMENT. The PROVIDER shall utilize their best skills and general industry best practices to ensure a safe work environment for the PROVIDER, PROVIDER's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The PROVIDER 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.

B. PROVIDER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of PROVIDER's performance of this AGREEMENT.

ARTICLE XI - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROVIDER. In the event suspension or termination is without cause, payment to PROVIDER, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the PROVIDER, and in the event the CITY and PROVIDER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROVIDER's services hereunder at no additional cost other than the payment to PROVIDER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROVIDER prior to such termination date.

C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROVIDER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROVIDER under this AGREEMENT. In such event, CITY will notify PROVIDER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to PROVIDER fees for termination outside of payment for services reasonably determined by the CITY to be properly performed prior to termination.

ARTICLE XII - INDEMNIFICATION

A. For purposes of this AGREEMENT, PROVIDER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROVIDER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents.

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XIII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the AGREEMENT to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIV - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the PROVIDER, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with PROVIDER's actions. All services to be performed by the PROVIDER pursuant to this AGREEMENT shall be in the capacity of an Independent PROVIDER, and not as an agent or employee of CITY. The PROVIDER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XV - DISPUTE RESOLUTION

A. CITY and PROVIDER 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 dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, PROVIDER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for PROVIDER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XVI - APPLICABLE LAWS

PROVIDER shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations, and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT 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 AGREEMENT will be in the Benton County Circuit Court of Benton County, Arkansas.

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or PROVIDER's services.

ARTICLE XVIII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XIX – ENTIRE AGREEMENT

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

[This page has been intentionally left blank]

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall be based upon the per unit prices as defined herein**, unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROVIDER.

IN WITNESS THEREOF, the CITY and PROVIDER have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	
CITY	PROVIDER
BY	BY
MAYOR	
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
SERVICE DESCRIPTION

BASIC SERVICE INFORMATION:

Bentonville Electric Utility Department (BEUD) is a municipal electric agency providing electric services to the City of Bentonville, AR residents. BEUD will be using this RFP to assess the feasibility and economics of installing a new Asset Management System.

The Electric Utilities Department's electrical system contains 9 distribution substations, a transmission switch station, 11 miles of transmission lines and 510 miles of primary distribution lines and 554 miles of secondary lines.

Integration into the following existing systems:

- GIS: Futura (Read Only)
- General Ledger: Tyler Technology - Munis
- Fuel Tracking: GasBoy
- Outage Management: DataVoice
- Locates: Korterra & 811
- Provide a solution for generating, creating, and integrating Work Orders / Service Orders
- Incorporate the existing barcode scanner and process currently in place
- Provide a robust and seasoned project management team with a proven track record of numerous successful deployments
- Rigorous, continuous, and strong training approach

APPENDIX B
SCOPE OF SERVICES

The intent of the City is to enter into a contract with a qualified software provider to furnish a comprehensive inventory and resource management solution. The selected software must be capable of managing both inventory materials and non-inventory items to support the City's operational, maintenance, and project development needs. The City intends to evaluate proposals based on functionality, scalability, cost-effectiveness, and vendor experience in municipal or utility inventory management solutions. BEUD is interested in an asset management system to assist in managing their operations.

There is interest in using AMS to perform common tasks such as:

- Tracking and maintaining history for inspections
- Maintenance for assets within the GIS
- Fleet and other assets not included in GIS
- Interface with Tyler Technology's Munis software (purchasing and inventory of materials)

The purchasing process within the Asset Management System will encompass both inventory materials such as transformers, poles, conductors, and other critical components needed for ongoing operations and non-inventory items, which may include specialized tools, safety equipment, contractor services, and other resources required to support maintenance, repairs, or new project development.

Work orders developed in the asset management software are expected to use the material costs which transfer those to the city's financial system (Munis) for reconciliation in the general ledger. The system must support having material cost in the purchasing module align with accounts payable entries in the general ledger.

In addition to processing its own work orders, the software will be used in conjunction with a software module BEUD has (Futura) for managing new construction projects. Futura will need to interface with the asset management system in the following ways:

- During the planning phase of a new construction job, the GIS design and staking software retrieves material lists from the AMS.
- The design and staking software is used to create detailed engineering designs and to determine the exact locations for poles, transformers, conductors, and other assets.
- Designers use the software to select appropriate materials from the AMS lists, factoring in project-specific requirements such as terrain, voltage levels, and load demands.
- The software may allow customization of the material list, enabling the addition of specialized or non-standard items if required for unique field conditions.
- A detailed bill of materials (BOM) is generated as part of the design process, linking the selected materials directly to the project's scope of work.

The asset management software will collect costs for the job, applying labor and equipment costs to the materials provided by the GIS design software. As with all other work orders, the asset management software will transfer costs for that job to the general ledger when the job is closed.

In order to ease time entry for all work orders, the software will be used for time tracking for BEUD employees in general. Staff will enter time in the asset management's time entry software module according to the cost codes provided by the payroll system. When time is entered for codes associated with work orders managed by the system, the software will capture those labor costs for the work orders. Standard time and overtime labor rates for employees will be received from the payroll system. Ideally, this time keeping information is sent directly to the City's payroll system, ExecuTime, for completion.

APPENDIX C

RFP-25-37 SCHEDULE AND FEES

City of Bentonville
RFP-25-37
Pricing Schedule and Bill of Material Summary

The cells below are linked formulas - do not change.

#	Category	SaaS	On-Premises
1	Software and Servers	$49,500.00	Not Proposed
2	Integration and Testing	$24,500.00	Not Proposed
3	Training, Documentation, and Project Management	$25,500.00	Not Proposed
	Total Upfront Costs	$99,500.00	Not Proposed

4	Total Annual Fees Year 1 - 5	$224,018.75	Not Proposed

City of Bentonville
RFP-25-37
Pricing Schedule and Bill of Material

Instructions:

- **Please return the completed pricing schedule with Vendor response. Only fill out the areas shaded yellow.**
- **Please do not change the format of this form.**
- **Items with a "zero" quantity are not planned to be included in the initial purchase.**
- **Costs should include all software and equipment for complete system installed.**
- **Check formulas in cells to ensure extended costs are accurately stated.**

1	Asset Management Software and Servers - SaaS	Quantity	Each	Extended
1.01	One-Time SaaS System Fees - Software License	1	$49,500.00	$49,500.00
1.02	One-Time SaaS System Fees - Application and Database Server	1	$-	$-
1.03	One-Time SaaS System Fees - Test and Development System / Server (if applicable)	1	$-	$-
1.04	One-Time SaaS - Incremental Asset Endpoint / Device license fees (if any)	1	$-	$-
1.05	One-Time SaaS - Database license fee (Indicate Oracle or SQL)	1	$-	$-
1.06	One-Time SaaS - Asset Managementl Mobile Application	1	$-	$-
1.07	One-Time SaaS - Per User Setup Fees (if applicable)	1	$-	$-
1.08	One-Time SaaS - Per User Setup Fees (if applicable)	1	$-	$-
1.09	Other	1	$-	$-
	Total Customer Portal Software & Servers	9		$49,500.00

City of Bentonville
RFP-25-37
Pricing Schedule and Bill of Material

2	INTEGRATION and TESTING	Quantity	Each	Extended
2.01	System Acceptance Testing (SAT)	1	$-	$-
2.02	Interfaces for Purchaser's ERP - Tyler MUNIS	1	$24,500.00	$24,500.00
2.03	Interfaces for Purchaser's CIS - Central Square (TBD Potential Replacement)	1	$-	$-
2.04	Interfaces for Purchaser's CIS - TBD - Pending a Replacement	1	$-	$-
2.05	Interfaces for Purchaser's GIS - Futura	1	$-	$-
2.06	Interfaces for Purchaser's Staking - Futura	1	$-	$-
2.07	Interfaces for Purchaser's Fuel Tracking - GasBoy	1	$-	$-
2.08	Interfaces for Purchaser's Locates - Korterra	1	$-	$-
2.09	Interfaces for Purchaser's Locate Requests - 811	1	$-	$-
2.1	Interfaces for Purchaser's OMS - DataVoice	1	$-	$-
2.11	File Exchange Intereface for Executime	1	$-	$-
2.12	Interfaces Cost Estimate of Other Systems not Listed, but recommended	1	$-	$-
	Total Installation and Testing - Asset Management	**12**		**$24,500.00**

City of Bentonville
RFP-25-37
Pricing Schedule and Bill of Material

3	TRAINING, DOCUMENTATION, and PROJECT MANAGEMENT	Quantity	Each	Extended
3.01	Field Hardware Training & Computer Training, Special Report Generation (Turnkey training: including labor and travel expenses, etc.)	1	$6,500.00	$6,500.00
3.02	System Documentation Manuals, CDs, etc.	1	$-	$-
3.03	Project Management	1	$19,000.00	$19,000.00
3.04	Other costs as defined by Vendor		$-	$-
3.05	Other costs as defined by Vendor		$-	$-
3.06	Other costs as defined by Vendor		$-	$-
	Total Training, Documentation, and Project Management	3		$25,500.00

Total:	$99,500.00

ANNUAL COSTS (recurring costs)

4	ANNUAL SYSTEM COSTS - SaaS	Quantity	Each	Extended
4.01	Annual SaaS System Support Costs for Software & Licensing for Year 1	1	$-	$-
4.02	Annual SaaS System Support Costs for Integration for Year 1	1	$-	$-
4.03	Annual SaaS System Support Costs Mobile Application for Year 1	1	$-	$-
4.04	Total Annual SaaS Fees Proposed for Year 2	1	$51,975.00	$51,975.00
4.05	Total Annual SaaS Fees Proposed for Year 3	1	$54,573.75	$54,573.75
4.06	Total Annual SaaS Fees Proposed for Year 4	1	$57,302.44	$57,302.44
4.07	Total Annual SaaS Fees Proposed for Year 5	1	$60,167.56	$60,167.56
	Total Annual Costs	7		$224,018.75

TOTAL ANNUAL COSTS	$224,018.75

MaintStar EAMS – First Year Investment

City of Bentonville AR – Software License Vendor Hosted

Software Licensing	MaintStar EAMS - Enterprise Asset Management
First Year SaaS and Hosting Enterprise Asset Management System • Asset Management (Utilities) • Asset Management (Fleet) • Asset Management (Facilities) • Preventative Maintenance/Inspections • Work Request/Work Order Management • Inventory, Materials and Procurement Management • Project Management - Budget and Forecasting • Reports and KPI Dashboards • MaintStar Mobile	$ 49,500.00 Enterprise Site License (unlimited users)
MaintStar EAMS Service Request Portal	Included
Total Software Licensing Costs	$ 49,500.00

City of Bentonville AR – Implementation

Professional Services	MaintStar EAMS - Enterprise Asset Management
Project Management	$ 19,000.00
Operational Assessment and Gap Analysis City Operational Assessment, Gap Analysis, Project Plan	No Charge/Included
Configuration and Implementation System Setup/Config, Forms, Notifications, Screens	No Charge/Included
Data ETL Iterative Testing and Validation - Legacy Data ETL	No Charge/Included
On Line Web Training and Documentation 40 Hours Training - Staff, Field and Administration Courses	$ 6,500.00 (on site training optional)
Total Professional Services Costs	$ 25,500.00

City of Bentonville AR – Standard MaintStar Interfaces *

Interface Development Services	MaintStar EAMS - Enterprise Asset Management
ESRI ARcGIS Multiple layer, GIS Service - Bi-Direction	Standard Interface
Microsoft Exchange/Office 365	Standard Interface
Microsoft AD SSO	Standard Interface
Custom Interfaces Lump Sum Price for ten (10) interfaces - page 72	$ 24,500.00
Total Agency Interface Costs	$ 24,500.00

City of Bentonville AR – Total First Year Total Cost

Total First Year Outlay	MaintStar EAMS - Enterprise Asset Management
MaintStar EAMS Total First Year Costs	$ 99,500.00

Single Annual Recurring

City of Bentonville AR – SaaS, Hosting, Support, Integration Support, Upgrades and Training Refresh*

Annual Fees - 5 Year	MaintStar EAMS - Enterprise Asset Management
Single Annual Recurring Fee Year Two - License, Hosting, Support, Upgrades, Web Training	$ 51,975.00
Single Annual Recurring Fee Year Three - License, Hosting, Support, Upgrades, Web Training	$ 54,573.75
Single Annual Recurring Fee Year Four - License, Hosting, Support, Upgrades, Web Training	$ 57,302.44
Single Annual Recurring Fee Year Five - License, Hosting, Support, Upgrades, Web Training	$ 60,167.56
Total Recurring Costs Years 2-5	$ 224,018.75

* CPI calculated at current published CPI ~ 5.0% per annum used for reference.

Payment Milestones

City of Bentonville AR – Payment Milestones

Milestone	MaintStar EAMS - Enterprise Asset Management
Project Commencement 95% Due at Project Commencement	$ 49,500.00
Project Holdback 25% Due at completion of Data ETL	$ 25,000.00
Project Holdback 25% Due at completion of Push to Production	$ 25,000.00
Total First Year	$ 99,500.00

On Going Annual Fee	MaintStar EAMS - Enterprise Asset Management
First Year Investment Includes Deployment Professional Services - See First Page	$ 99,500.00
Year 2 Annual Recurring Fee Due on 12 months from Go Live	$ 51,975.00
Year 3 Annual Recurring Fee Due on 24 months from Go Live	$ 54,573.75
Year 4 Annual Recurring Fee Due on 36 months from Go Live	$ 57,302.44
Year 5 Annual Recurring Fee Due on 48 months from Go Live	$ 60,167.56
City of Bentonville Total Five Year Costs	$ 323,518.75

MaintStar payment terms are Net30.

Optional Hosting Environment

City of Bentonville AR- Optional Sandbox (Test and Training Environment)	
Sandbox Test and Training Environment Retain Environment post-deployment (hosting, support)	$ 9,500.00 (Annually)

Optional On Site Training

Professional Services – Training On Site	MaintStar EAMS - Enterprise Asset Management
On Site Training Web Training and Documentation 5 Days Training - Staff, Field and Administration Travel Included	$ 7,500.00 (in addition to proposed on line training)

Optional Custom Interfaces

City of Bentonville AR – Total Custom Interfaces	
Professional Services – Integration	**MaintStar EAMS - Enterprise Asset Management**
Integration Development Fee – Lump Sum	$ 24,500.00
Annual Support Integration - Lump Sum	$ 5,000.00

* Any fees from Third Parties for professional services are not included, and are negotiated and paid by the agency.

City of Bentonville AR – Integration Requests			
Item	**Application**	**Standard or Custom**	**Notes**
1	ESRI ArcGIS	Standard	No Charge – This is a default interface
2	Microsoft Office/Exchange	Standard	No Charge – This is a default interface
3	Microsoft AD SSO	Standard	No Charge – This is a default interface
4	Tyler Munis - General Ledger	Custom	Custom Interface - REST API Tier I
5	Central Square	Custom	File Exchange Interface
6	Utility CIS (Pending)	Custom	Custom Interface - REST API Tier I
7	Futura - Location	Custom	Custom Interface - REST API Tier I
8	Futura - Staking	Custom	Custom Interface - REST API Tier I
9	GasBoy - Fuel Information	Custom	Custom Interface - REST API Tier I
10	Korterra - Location Services	Custom	Custom Interface - REST API Tier I
11	Requests and Updates - 811 Request	Custom	Custom Interface - REST API Tier I
12	DataVoice - OMS	Custom	Custom Interface - REST API Tier I
13	ExecuTime - Time Tracking	Custom	File Exchange Interface

APPENDIX D

RFP-25-37 SERVICE PROVIDER'S SUBMISSION



MAINTSTAR

City of Bentonville AR

Asset Management System (AMS)

RFP 25-37

Date Due: April 29, 2025 4:00 PM CST

MaintStar, Inc.
3510 Turtle Creek Blvd., Unit 17B
Dallas, TX 75219
(800) 255-5675
(949) 458-7626 fax
www.maintstar.com

John Thomas
Regional Sales Manager, Midwest
(314) 620-6391
john@maintstar.com

Table of Contents

Table of Contents 2
Transmittal 4
Contact Block, Corporate Affirmations and No Exceptions 5
Required Documents 6
Execution of Proposal Form 7
Contractor/Vendor Disclosure Form 8
Non-Collusion Affidavit 9
Section 1 – General Requirements 10
Holistic Asset Management 11
Strategic Asset Management 12
Inventory and Materials Management 14
Work Order Management 15
Utilities Network Management 16
Fleet Management 17
Facilities Asset Management 18
Lifecycle Maintenance Operations 19
Project Management 20
MaintStar Mobile for Field Operations 21
Service Request Portal 22
Comprehensive Reporting Solutions 23
Reports Manager and KPI Dashboards and Data Visualization 24
Sample Reports 25
Section 2 – References 27
Recent Project Experience Matrix 29
Section 3 – Key Information 30
Functional Requirements 31
Integration Requirements 42
Section 4 – Proposed Work Methodology 46
Project Management 47
Implementation Roadmap 48
Discovery, Planning and Gap Analysis 49
Requirements Traceability Matrix and Organizational Change Management 50
Data Extract, Transform and Load 51
Iteration and Continuous Testing 52
Training and Documentation 53
Technical Support 54
MaintStar AWS GovCloud Hosting 55
Geo-Diverse Data Centers (Multi-Target) 56

Table of Contents

Section 5 – Project Team and Timeline 57

Project Team - Unified Team Mindset 58

Project Team - Skills Assessment Table 59

Implementation Schedule GANTT Chart 60

Section 6 – Subcontracting 61

Sole Prime Contractor Advantage 62

Section 7 – Demonstrations 63

Scope of Work 64

API Documentation and Integration 64

Resumes 64

Section 8 – Cost Proposal 65

City of Bentonville Pricing Schedule and Bill of Material Summary 66

City of Bentonville Asset Management System (AMS) SaaS Pricing Schedule 67

Maintstar EAMS - First Year Investment 70

Annual SaaS Licensing and Services Fee 71

Optional Hosting Environments 71

Payment Milestones 72

MAINTSTAR
3510 Turtle Creek Blvd. # 17B
Dallas • TX • 75210
(800) 255-5675 phone
(949) 458-7626 fax
www.maintstar.com

April 22, 2025

City of Bentonville Administrative Services Building
Attn: Purchasing and Compliance Department – 2nd Floor
1000 SW 14th St
Bentonville, Arkansas 72712

Re: RFP 25-37 Asset Management System (AMS)
Attn: Ms. Kelsi Frederick, Purchasing Manager

Ms. Frederick:

On behalf of MaintStar, I am pleased to provide the following response to the City of Bentonville for your consideration. MaintStar enjoys forty (40) years of Asset Management development and support services. MaintStar EAMS is currently deployed throughout the United States in support of Asset and Maintenance for cities, counties, and utilities servicing from 9,000 to over 5 million residents. MaintStar currently supports more than a hundred (100) clients in United States including Electrical Utility, Fleet, and Facility deployments. In addition to references, we have included two letters of recommendation.

MaintStar is proposing to be the single contractor for our software and all required professional services. MaintStar offers EAMS as an enterprise SaaS site license price and unlimited user access. Our single annual recurring fee provides all ongoing services, hosting, support, and online training. As a single source contractor, we provide a Continuous Delivery Ecosystem model with Development, Deployment, and Support working as a unified team with continuous communications and information feedback for ISO quality assurance.

MaintStar brings highly experienced professionals and talent to each client. Our professional services team averages fourteen (14) years of tenure and are experts in their field. Our implementation teams are value-streamed with overlapping skills for full resource-leveling. An approach that reduces project risk, maintains project cadence and provides the highest end-to-end value to the customer, not one optimized for discrete functional components. Every team member is certified to perform MaintStar Professional Services.

MaintStar is a certified TxDOT SBE, an award to MaintStar achieves 100% SBE quota attainment. I am authorized to sign contracts on behalf of MaintStar and look forward to a presentation of MaintStar EAMS to the City of Bentonville. Our proposal team makes every effort to provide a complete and accurate document, including a detailed response to each requirement. However, if any questions arise with any part of this response, feel free to contact me directly.

MaintStar Office Supporting this Contract	RFP Contact	Signatory
MaintStar, Inc. 3510 Turtle Creek Blvd., Unit 17B Dallas, TX 75219	John Thomas Regional Sales Manager, Midwest (314) 620-6391 john@maintstar.com	Eric Sabato Vice President of Sales (714) 883-8851 eric@maintstar.com

Respectfully Submitted

[redacted]

MaintStar
Enterprise Asset and Land Management Products
(800) 255-5675 office
(714) 883-8851 mobile
eric@maintstar.com

Point of Contact, Corporate Affirmations and No Exceptions

RFP Contact	John Thomas
Telephone	(314) 620-6391 Mobile (800) 255-5675 Office
Email	john@maintstar.com
Corporate Address	**MaintStar, Inc.** 3510 Turtle Creek Blvd., Unit 17B Dallas, TX 75219
Mailing Address	**MaintStar, Inc.** 1278 Glenneyre Street #405 Laguna Beach, CA 92651
Socioeconomic Status	TxDOT Certified SBE
Subcontracting	Not required
Unique Entity ID (UEI)	P3VCXP2MZ4W5
Federal Tax ID (EIN)	33-0151817
Established	1984 – Texas C-Corporation in Good Standing
Clients	> 100 with similar software proposed and professional services
Financial Stability	MaintStar has zero debt, no loans and has never filed for bankruptcy. The firm enjoys a 16% YoY growth rate.
No Acquisitions and Mergers	MaintStar has grown organically for forty (40) years. MaintStar has not acquired or merged with another company to gain technology or clients.
No Defaults or Litigation	MaintStar has NOT had a contract terminated for convenience or default in the prior ten (10) years. MaintStar has had no judgements or litigation activity for the last ten (10) years.
Requirements Compliance Statement Functional and Integrations Requirements RFP Scope of Work	MaintStar has read and reviewed all documents and attachments of this solicitation and takes NO exception to the scope of work, services or requirements contained in this Request for Proposal.
Primary Relevant Past Performance Utilities Asset Management System	**City of New Ulm** - Utilities (New Ulm MN) Mr. Kris Manderfeld - Utilities Director **Mesa Water District** - Water Utilities (Costa Mesa CA) Mr. Kurt Lind - Management Analyst **Warren County** - Water Services (Lebanon OH) Ms. Kathryn Gilbert P.E. - Staff Engineer

Required Documents

City of Bentonville AR

RFP 25-37 – Asset Management System

HOLISTIC ASSET MANAGEMENT
ASSET LIFECYCLE MANAGEMENT
REQUESTS • WORK ORDER TRACKING
WORK AND FISCAL PLANNING

CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE 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:	
MaintStar, Inc.	(800) 255-5675	john@maintstar.com	
BUSINESS STREET ADDRESS:	**CITY:**	**STATE:**	**ZIP:**
3510 Turtle Creek Blvd., Unit 17B	Dallas	TX	75219

[redacted]

DATE: 04/22/2025

TITLE: Regional Sales Manager, Midwest

applicable):

None.

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
Response Number 1 receipt April 7, 2025	JT
Response Number 2 receipt April 8, 2025	JT
Response Number 3 receipt April 14, 2025	JT

CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE 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: MaintStar, 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.**

JT Initials

NON-COLLUSION AFFIDAVIT

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

State of Missouri

County of St. Charles

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

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

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

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

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

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

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

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

To be completed by Company (Authorized Representative/Agent):

Signature of Authorized Representative/Agent: [redacted]

Title (of Authorized Representative/Agent): Regional Sales Manager, Midwest

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 22nd day of APRIL, 2025

Notary Public Signature: [redacted] My commission expires: 05/12/2025

Seal:

XIAOXIA CAULFIELD
Notary Public, Notary Seal
State of Missouri
Saint Charles County
Commission # 21448005
My Commission Expires 05-12-2025

Section 1 – General Requirements

City of Bentonville AR

RFP 25-37 – Asset Management System

HOLISTIC ASSET MANAGEMENT
ASSET LIFECYCLE MANAGEMENT
REQUESTS • WORK ORDER TRACKING
WORK AND FISCAL PLANNING

Third Generation Asset Management

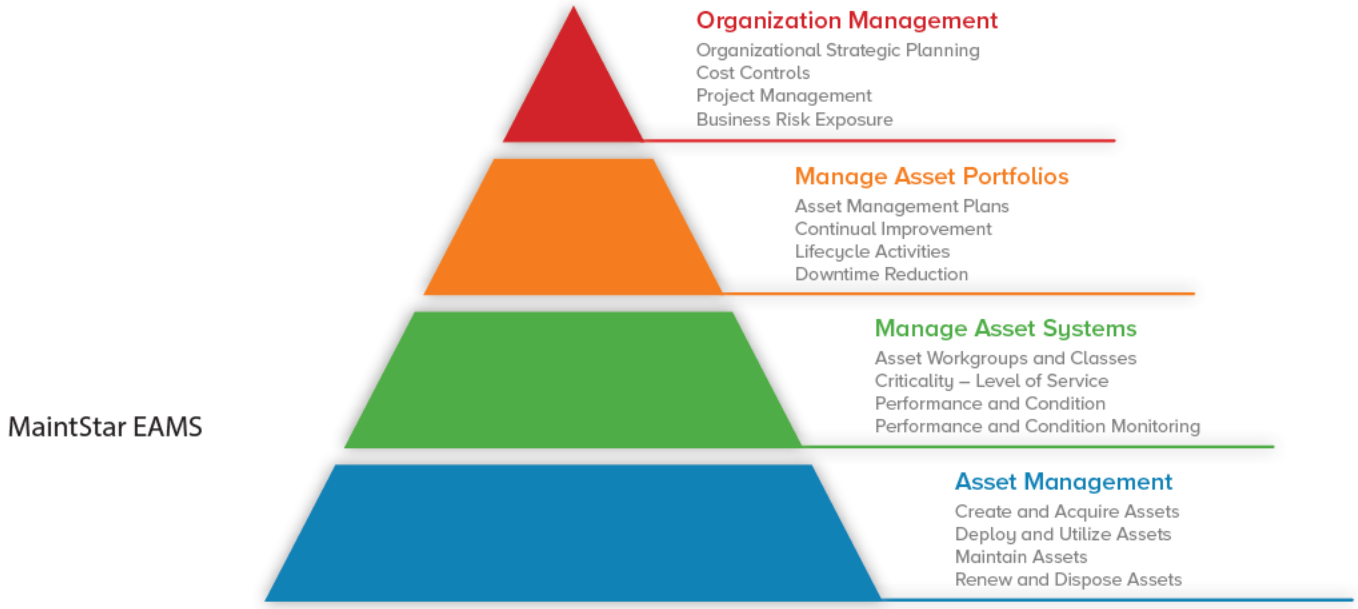
MaintStar introduced its first Computerized Maintenance Management system in 1984. MaintStar EAMS represents our third-generation of asset management solutions, benefiting from forty (40) years of customer feedback, experience, and refinement of technology. MaintStar EAMS is a genuine enterprise solution that takes a holistic view of managing assets, costs, risks, labor resources, and future planning.

Holistic Asset Management

MaintStar EAMS allows strategic management of asset lifecycle, including all assets that are core to an organization's purpose, such as water systems, electrical delivery, roads, transit, railways, airports, port authorities, facilities, fleet, parks and recreation. MaintStar EAMS plays an essential role for agencies and organizations depending on the availability, maintenance, and performance of their physical assets, including the level of service. The data collection, aggregation, and association from MaintStar EAMS allows for the strategic planning and stewardship of all physical assets.

MaintStar EAMS development uses the latest technology and interface protocols to enable seamless integration and communication with the organization's enterprise environment to deliver and receive data to other software systems facilitating enterprise operations.

MaintStar EAMS is a third-generation asset management system specifically designed for the strategic management of assets. MaintStar EAMS supports complex asset structures and manages the trade-offs between performance, cost, and risk over the asset lifecycle. With the knowledge and improvements of three generations of development, MaintStar Enterprise Asset Management allows leadership to manage short-term versus long-term benefits, costs versus performance, planned and unplanned availability, and capital costs versus operational expenditures.



Asset Levels and Strategic Asset Management

Defining assets into structural levels (shown above) enables the agency to identify the opportunities and challenges of asset management. For example, individual equipment items have unique life cycles that MaintStar EAMS can monitor, whereas asset systems have an indefinite use horizon that MaintStar EAMS can optimize. Large agencies have diverse asset portfolios, adding complexity, risk management, and continuous maintenance for performance. An integrated, holistic asset management solution like MaintStar EAMS is essential to coordinate and optimize the diversity and complexity of assets and keep them in line with objectives, priorities, and risk profiles.

Infrastructure Risk Assessment

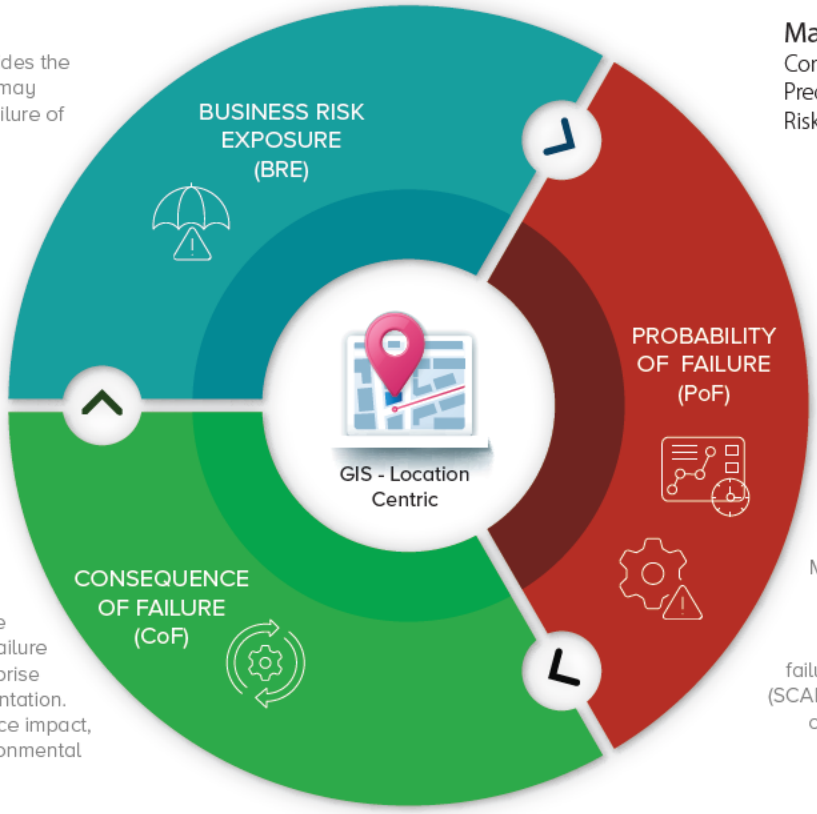
Not all assets are created equal. Physical assets degrade differently over time. As assets deteriorate, operation and maintenance costs increase, customers experience negative impacts, and risks increase. Eventually, municipalities and utilities must analyze the financial exposure of additional maintenance or replacement.

The impact of asset failure is unique. Some assets may be highly critical to system operation, while others are not. Even similar assets located in different locations impart different risks to the community. Modern asset management systems should enhance risk assessment across all assets and account for location impact.

GIS becomes the heart of the data collection solution. MaintStar's GIS-centric technology serves as the system of record for risk-based assessments. Our third-generation asset management system can analyze broad data sets - asset attributes, location, age, condition assessments, failure history, and more - and provide intelligent risk calculations.

MaintStar EAMS analysis provides the level of exposure the agency may confront through a potential failure of the asset or asset class.

MaintStar EAMS
Condition Monitoring
Predictive Failure
Risk-Based Analysis and Mitigation



MaintStar EAMS identifies the consequences of the asset failure is critical to successful enterprise asset management implementation. Consequences include service impact, critical users, financial, environmental impact, safety factors, etc.

MaintStar EAMS performs condition monitoring of assets with data collection with associated triggers that will identify the probability of failure. Data collected include remote (SCADA, CCTV) and physical collection, condition scores, use, location (GIS, BIM, Location), failure history, and repair history.

Condition Monitoring, Predictive Failure and Business Risk Exposure

Condition Indexing

MaintStar EAM's significant improvement over our previous products was the incorporation of data-driven decision-making. MaintStar EAMS allows for condition monitoring via remote (SCADA, CCTV, etc) and physical inspection. MaintStar EAMS allows administration users to configure health or condition indexing for each asset class based on rating mode (1-100, 1-5, A to E, etc.). These indices assist in determining how likely the asset will fail over the medium term. Condition index is more frequently used for strategic long-term planning as agencies strive towards ISO 55001.

Risk-Centric Analysis

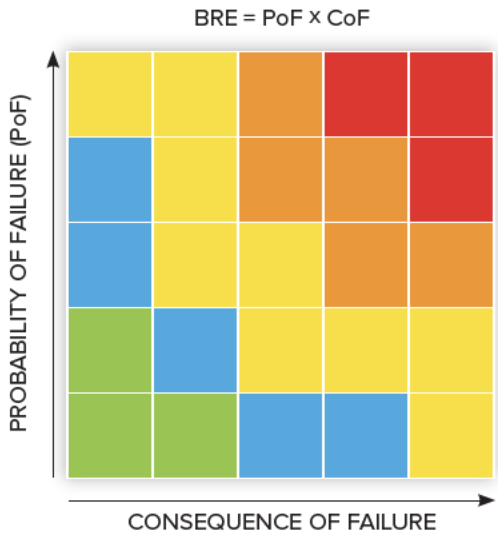
Two variables are centric to asset exigency, probability of failure, and consequence of a failure. Capture and analysis of asset data sets establish two asset appraisals: (1) probability of failure (PoF) and (2) consequence of failure (CoF). MaintStar EAMS will plot these appraisals and allow for essential arguments for fiscal resource allocation and the plans for capital improvement.

Risk Scoring and Analysis

MaintStar EAMS establishes a consequence of failure value through risk-centric analysis, identification of impacts, and costs (fiscal, environmental, safety, and legal). EAMS, through operation assessment, establishes risk scores on a scale of 1 to 5 (extreme to negligible).

Business Risk Exposure (BRE)

The product of PoF and CoF yields the value of business risk exposure (BRE). BRE expresses the business risk of failure for each asset. As shown below, representing critical and high-risk assets as red, and low-risk as green. Organizations can establish priority levels and color-coding. Application of the BRE data allows for the development of overall system improvement plans and establishing a priority for maintenance programs. MaintStar EAMS allows leadership to routinely review BRE analysis, making periodic adjustments to PoF and CoF. Risks may change, costs may increase, or community growth patterns may accelerate. Asset replacement or infrastructure improvements will decrease PoF, re-scoring BRE.



EXTREME	High Priority Annual Operation Frequency
HIGH	Standard Priority Bi-Annual Operation Frequency
MEDIUM	Low Priority 20% (1 in 5) Years Operation Frequency
LOW	Minimum Priority 10% (1 in 10) Years Operation Frequency
NEGLIGIBLE	Wait for a problem to arise

Business Risk Exposure Analysis

Strategic Decisions Through Data

MaintStar development through consistent exploration of requirements, customer feedback, and operational assessments has led to more strategic use of data collected from assets through physical inspection and automated data collection. Processing data collected on each work order identifies the potential proximity of failure. In association with location data (GIS, geo-spatial, location, proximities), assets of concern are identified, business risk is calculated, and work orders are generated with priority in scheduling to minimize risk.

Inventory and Materials Management

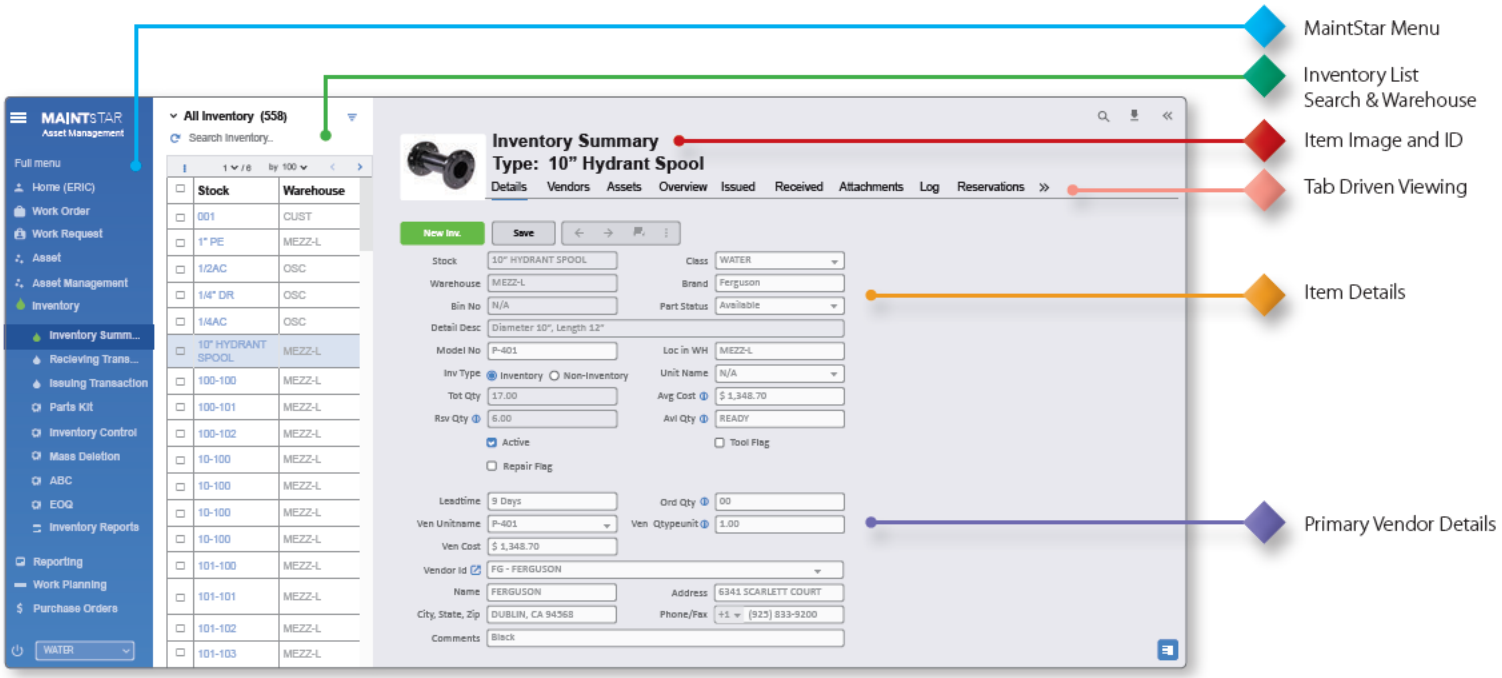
MaintStar EAMS supports multiple warehouses and storerooms within each warehouse. Parts and Material location is accurate to the shelf and bin. MaintStar EAMS offers the ideal solution for larger organizations with diverse asset management and geo-located parts and materials facilities.

MaintStar EAMS provides a complete solution for parts and inventory management. MaintStar EAMS manages and tracks all parts and materials requirements in concert with the fulfillment of Work Orders and Preventative Maintenance operations. All items (assets, parts, materials, and expendables) are processed through issuing and receiving transactions. Inventory transactions and adjustments are set to update at the pull or time of Work Order creation. Inventory threshold levels
(re-order point triggers) or take advantage of MaintStar EAMS' fast-moving inventory algorithm, which accounts for the speed at which inventory moves. Through the MaintStar EAMS Inventory Summary interface (below), users may view and select inventory while determining the schedule and assignment of Work Orders.

In addition to physical inventory counts, MaintStar EAMS tracks costs. Real-time cost accounting is available through accurate tracking of materials, expendables, and parts used on each Work Order. MaintStar EAMS Work Management model allows for inventory analysis of inventory requirements for projects and capital projects that may not be complete until a future date. Cost roll-ups to the forecasting and budget modules are automatic for organizational reporting and decision-making.

The MaintStar EAMS Inventory Module includes an Economic Order Quantity (EOQ) section, which allows procurement and warehouse operators to make enterprise-wide inventory adjustments based on transactions and speed of issuing and receiving transactions. Warehouse management is facilitated through MaintStar EAMS' ability to track inventory location transfers. Inventory can easily be dispersed to the location best serving requirements.

MaintStar EAMS supports bar-code and QR code scanning and reading systemwide and via mobile devices. A feature that allows for ease and accuracy during inventory pulls and receiving tasks.



MaintStar Inventory Management Workspace

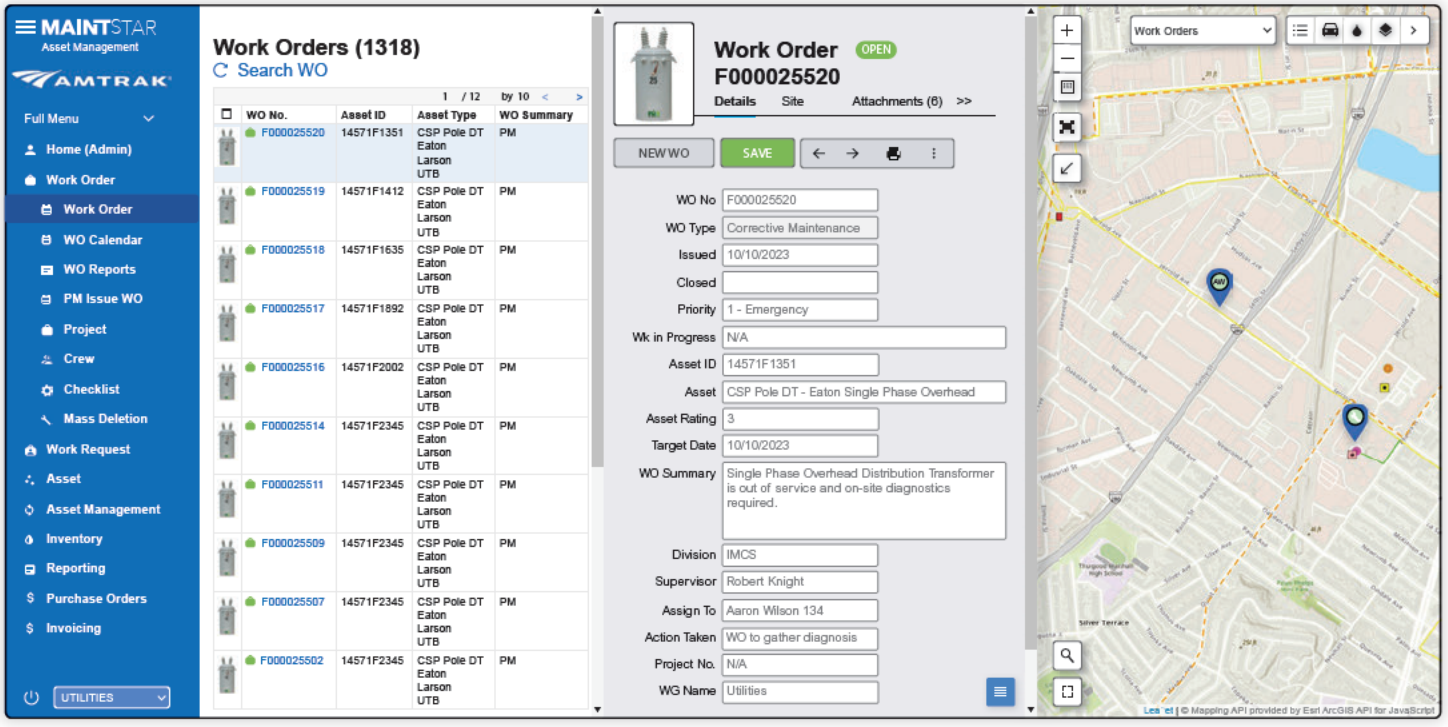
Work Order Management

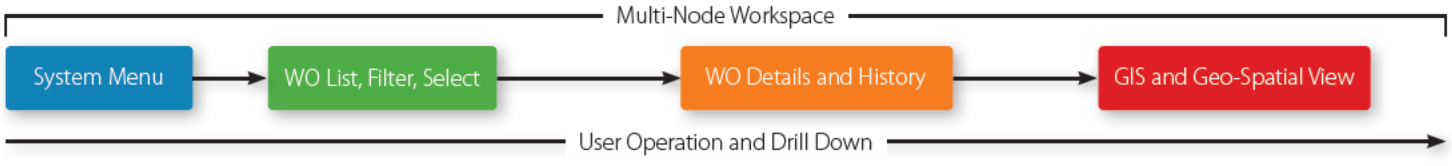
MaintStar EAMS Work Order workspace allows users to search for work orders while simultaneously viewing asset real-time data on KPI Dashboards or geo-spatially in the GIS viewer on a multi-node workspace. The centrally placed Work Order Details Panel allows users to drill down and review the originating Work Request, History, Attachments (files and images), and Job Site.

The Work Order interface is specifically designed to allow users to perform most of their work in a single workspace without resorting to bouncing between multiple windows/interfaces.

Through MaintStar EAMS configuration, agencies may add user-data fields, establish standard comments and lists through user-defined lists, and optimize the system for their specific business processes. User preferences allow users to set or select panels (GIS or KPI Dashboards) as needed.

- View Assignment - Single or Multiple Users or Team and Crews
- View Related Project ID - One click to view Project
- View Work Order Details and GIS Location Simultaneously - Group Work Orders by Location
- Users may select and view the Work Request generating the Work Order.
- Internal staff can view technician locations on GIS
- Technicians may generate and view directions and point-by-point routing instructions.
- Technicians may view and locate other nearby Work Orders on the screen simultaneously.





MaintStar EAMS Work Order Management - Multi-Node Workspace

Utilities Network Management

MaintStar EAMS allows organizations to manage and locate specific asset targets for maintenance action. MaintStar EAMS provides comprehensive conditional indexing, predictive failure analysis, and risk management monitoring for all assets. Organizations can identify the most critical reliability and safety risks in their network.

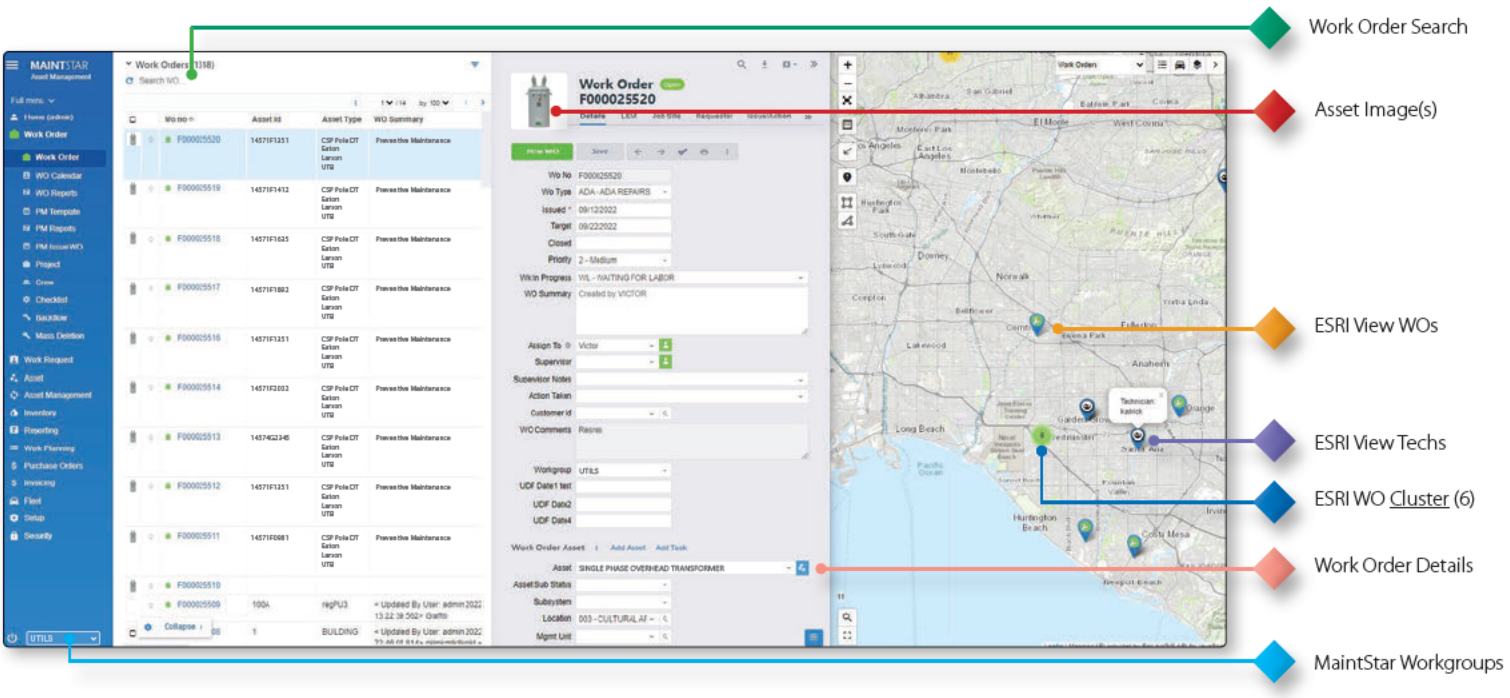
Maintenance data is leveraged to support operational and fiscal planning decisions by identifying problem assets and assets that pose the highest business risk. Maintenance and support teams will know the exact asset and location precisely via GIS-centric location and routing. Efficiency gains multiply as work order cluster locations are completed in fewer trips.

- **Sustainability** - MaintStar EAMS is central to determine asset lifecycle and priortize asset replacement
- **Costs Management** - Track Life-cycle costs including investment costs (CAPEX) and maintenance costs (OPEX)
- **Capital Constraint Decisions** - MaintStar EAMS is critical to determine spending priorities against business risk
- **Aging Infrastructure** - MaintStar EAMS is vital for Capital Project upgrades and growth engagement
- **Workforce Planning** - MaintStar EAMS allows utilities to best use limited workforce resources
- **Regulatory Requirements** - MaintStar EAMS reporting toolsallows utilities to automate regulatory requirements

With MaintStar EAMS condition-based asset management predictive planning execution, analysis and follow-up are automatic. Intelligent priorities can be made against work orders/actions. With GIS dashboards work and hot spot problem areas are visualized in real-time and continuously. Reports can include ESRI Cluster Maps.

MaintStar offers modern REST API for efficient integration to devices for SCADA, AMR monitoring and enterprise utilities applications Trimble NIS and DMS.

- Parent and Child Asset Relationships and Tiered-Hierarchy
- Work Requests (MaintStar Public Portal and Mobile Citizen applications) and Work Orders
- Preventative and Corrective Maintenance with powerful predictive failure analysis tools
- GIS-centric with Multi-Node (Split-Screen) Viewing



Fleet Management

MaintStar EAMS provides a comprehensive fleet management module, including tracking, for all vehicles and related equipment. The Work Order panel allows agencies to document and track all maintenance activities and costs, along with preventative maintenance and its schedules. In addition, the system offers detailed cataloging for each item. Vehicle subassets or assemblies can be "produced" and tracked. Asset transfers for sub-asset transfers are supported and logged for record keeping.

MaintStar EAMS interfaces with various fuel management systems such as Gasboy, Petrovend, and many others. Additionally, interfacing for other tools includes Telematics, GPS location, key management, and Financial applications. When the time is right to electrify your fleet, MaintStar EAMS is ready with EV change management to seamlessly manage operations and transition towards electric. EV data will be uploaded into all master modules for budgeting and agency energy needs.

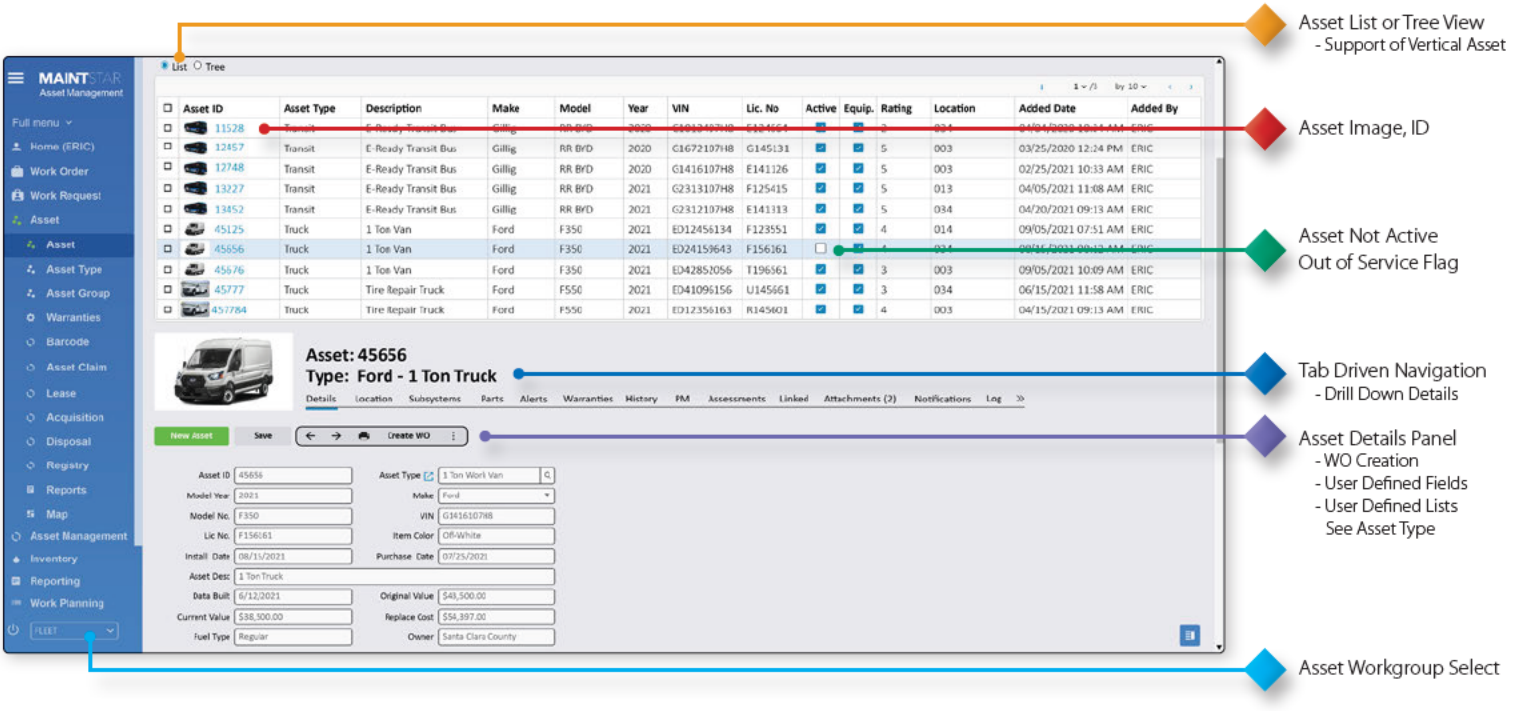
MaintStar EAMS Work Order will track all necessary data including labor, materials, equipment, including third-party contractor costs. Complete work order history is a convenient single click away. Users have all WO status, and Service Request details.

Fleet maintenance can also track details on fuel/oil transactions and tire wear.

MaintStar EAMS notifies users and flags Work Orders when:

- Notification of vehicle or part is under warranty.
- Notification of recurring issue or failure
- Notification of preventative maintenance
- Configuration of any notification(s) for agency optimization.

In addition, to comprehensive Fleet Management, the Maintstar EAMS Fleet Management module offers complete motor pool reservation management. MaintStar EAMS tracks all vehicles serviced, not currently reserved, listing them as available. As users make reservations, vehicle status automatically updates from availability to unavailable. Through a simple-to-use calendar interface, users can select from available vehicles and navigate the user to the reservation entry form.

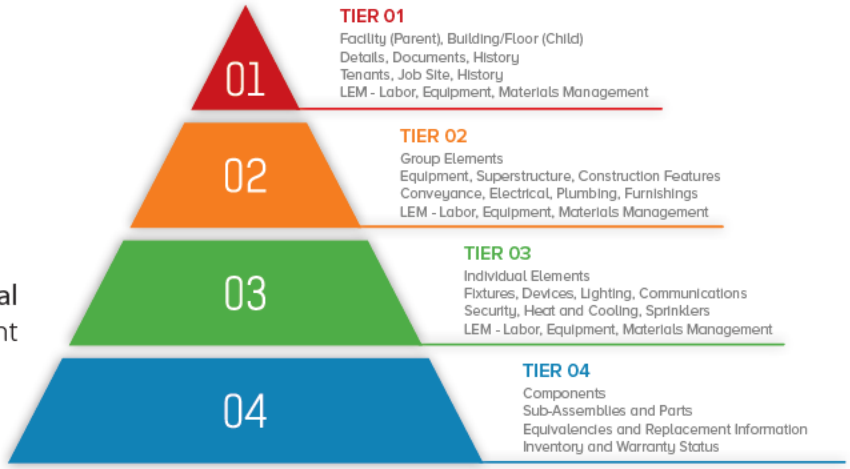


Facilities Asset Management

MaintStar EAMS architecture offers the inherent ability to stratify and segregate assets into different asset workgroups and classes. The EAMS Facility Module system provides complete management of building and facility assets, including assets related to furnishings, support, and operation (including equipment, HVAC, and generators).

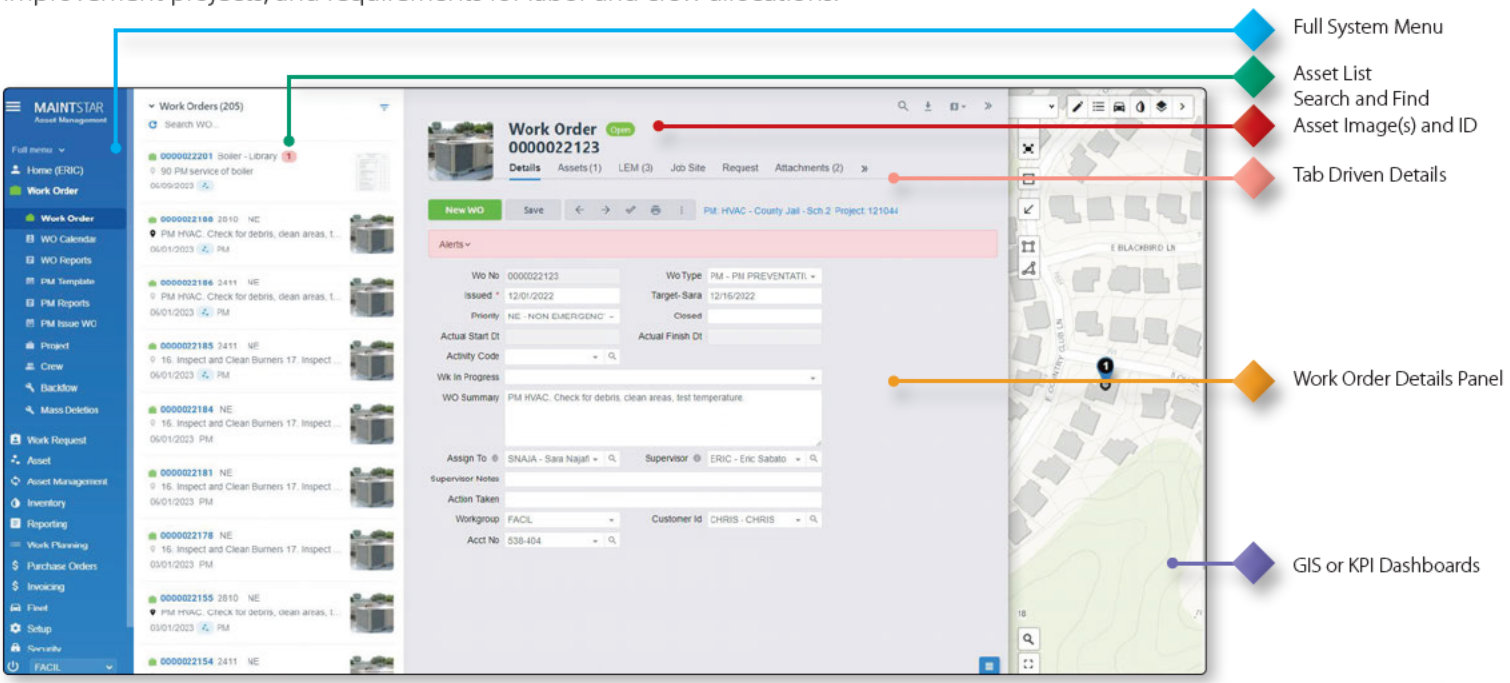
Maintstar EAMS architecture offers comprehensive vertical and horizontal asset structures to enable asset classes and stratification to organize facility assets efficiently. Agencies have a clear path to manage and track assets, and sub-assets, down to individual parts (see below).

MaintStar Four-Tier Vertical
Buildings and Facilities Management



EAMS offers a complete facilities solution through a natively integrated architecture. The facilities module will provide inventory management, work requests, and work order tracking, geo-location identification and tracking, historical records, a repository of drawings, and procedures, real-time mobility updates from the field, and KPI dashboards and reporting.

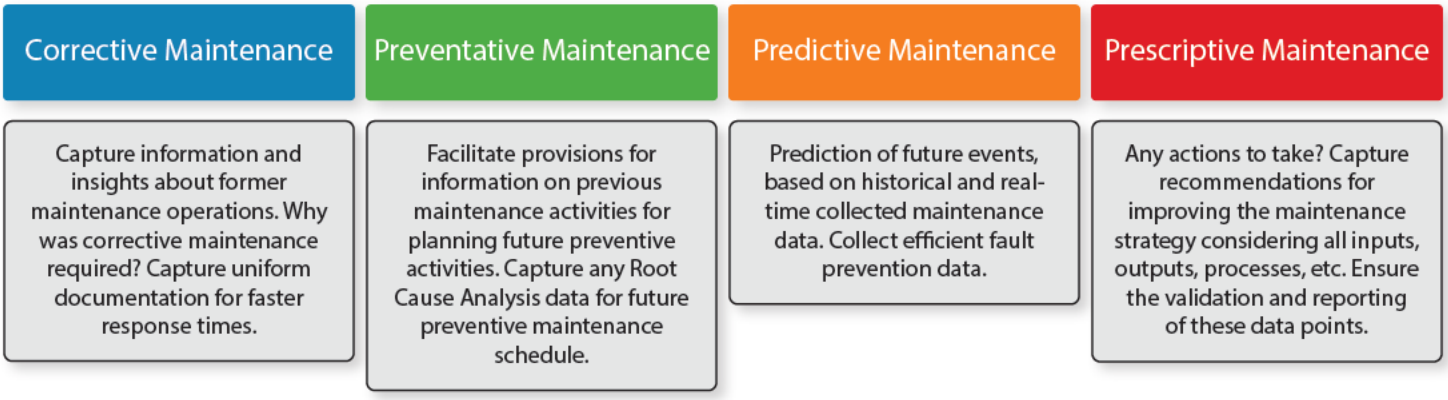
Through MaintStar EAMS' advanced third-generation approach to asset management, the complete asset information is pushed into Project Management, Fiscal Management, and Work Management modules. These modules provide agencies extensive insight and decision-making capabilities for budgeting/financial management, tracking of large infrastructure improvement projects, and requirements for labor and crew allocations.



MaintStar Facilities Management Workspace

Lifecycle Maintenance Operations

MaintStar EAMS is designed to allow for the development of routine cyclical maintenance planning and inspections and offers the ability to establish scheduling automation. All work orders in MaintStar EAMS are associated with pre-configured templates. Work Order templates can be associated with an asset type, workgroup, and work order action type (corrective, preventative, predictive, and prescriptive maintenance). EAMS allows organizations to build a strategic maintenance operation to increase service levels and achieve work and cost efficiencies.



Road Map to Lifecycle Maintenance and Work Efficiency

Corrective Maintenance - Corrective Maintenance work orders can be generated from a Work Request or the MaintStar EAMS Service Request Portal. Work Requests can be hard-configured for linear workflow and approval in the Work Request template.

In cases where more complex approval processes are required, Work Requests can be associated with workflow using the MaintStar EAMS workflow automation engine (WFE). MaintStar WFE can process concurrent (parallel approval routing) and navigate decision tree operations.

Preventative Maintenance - Preventative Maintenance is a strategic EAMS resource, and interfaces with all aspects of MaintStar EAMS. Preventative Maintenance template configuration includes asset use, periodic cycles, manufacturer specifications, and last inspection results (data). Preventive Maintenance templates can be associated with fixed configuration (simple) or the workflow automation engine (complex).

MaintStar EAMS can automate the scheduling and assignment processes. Schedule automation includes advanced features such as firm (fixed) or soft (next available time slot). Assignment automation interfaces include GIS location, work/job specialty, availability/workload, and asset type/workgroup.

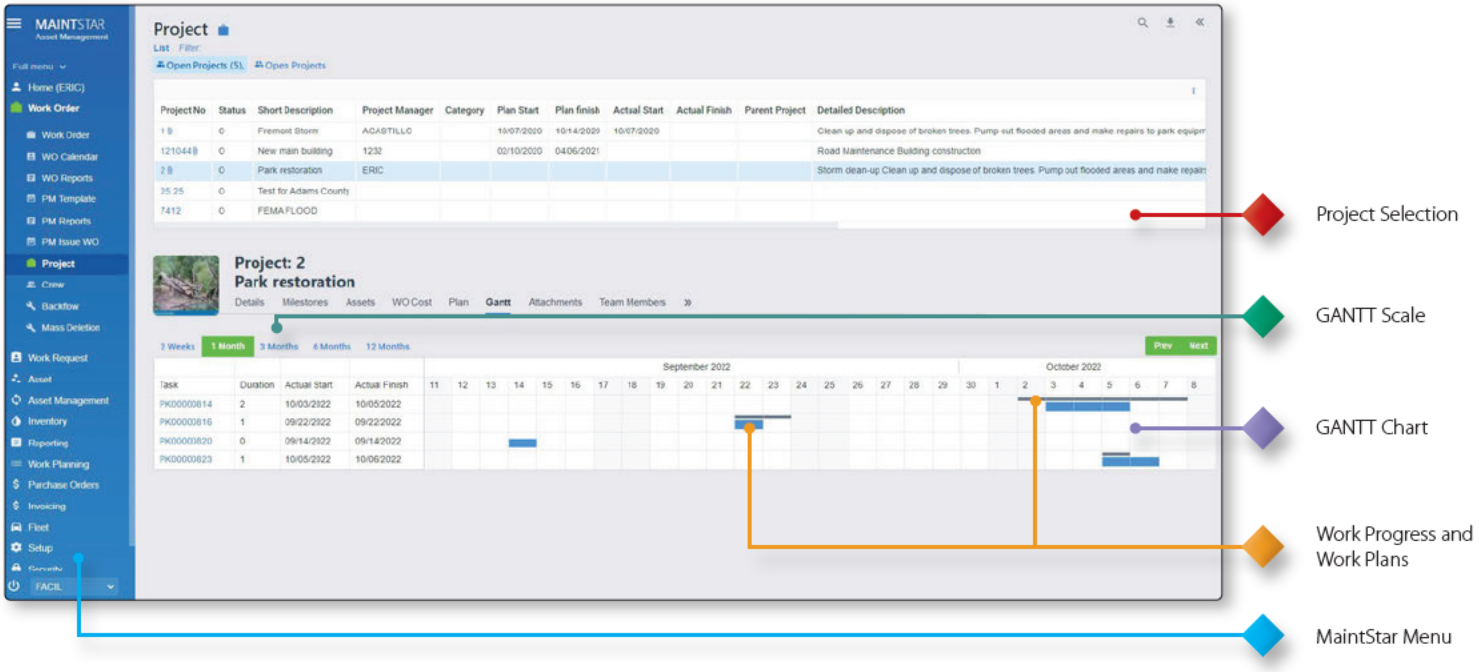
Predictive Maintenance - MaintStar EAMS takes advantage of automation for asset maintenance. Predictive Maintenance templates are automated to generate when predictive failure points are triggered. MaintStar EAMS performs condition monitoring of assets with data collection with associated triggers that will identify the probability of failure. Critical assets should be connected for remote data collection (SCADA, CCTV, etc.) and real-time monitoring. Unconnected assets can be visually monitored through KPI Dashboards from physical inspections, with triggers to generate a Predictive Maintenance Work Order.

Prescriptive Maintenance - MaintStar EAMS architecture enables strategic asset management through ISO feedback processing. Organizations using MaintStar EAMS effectively can configure strategic maintenance operations. Effective corrective, preventative, and predictive work order templates to collect feedback data can generate a fourth maintenance type - prescriptive maintenance. Following the "any action to take" methodology, feedback data can update preventative maintenance scheduling and predictive maintenance trigger methods and points.

Project Management

Managing large projects has never been easier. With MaintStar EAMS Project Management Module, all Work Order management is driven by the project. Users can search or filter for a particular project and view all associated Work Orders in a single table. MaintStar EAMS can create multiple Work Orders linked to individuals, contractors, or asset(s). Work Order assignments can be configured or automated via workflow automation. Periodic Work Orders and Preventative Maintenance can be automated and scheduled annually, quarterly, monthly, bi-weekly, or weekly basis.

MaintStar EAMS Project Management includes an onboard GANTT Chart feature. Charts can be easily sized by duration (2 weeks to 12 months), and work progress lines and associated work plans are identified on the GANTT timeline display.



MaintStar Project Management Workspace

MaintStar EAMS can operate and report at the maintenance activity level at the Project level or the Work Order level with seamless operation between the two levels. An approach that allows for internal evaluation and the ability to benchmark against similar departments/agencies. MaintStar EAMS also performs the following:

- Central management of all service requests and planned, non-routine, Preventive Maintenance for projects.
- Track Work Requests from inception to completion; continuous status (open, closed, pending, backlogged) reports.
- Track all work and costs to the location, asset, project number, job number (i.e., reimbursable work), or account/ fund number.
- Detail and report on contractor accounts and vendor-furnished labor, equipment, material, and operating costs.
- User-definable fields configured to record such information as special work projects, cost centers, programs, or other unique situations.
- Agencies can enhance Project Management through record-associated user-definable fields such as special work projects, cost centers, programs, or other unique situations.
- Breakdown of project data by division, department, property, or work type/activity (grass mowing, sewer line cleaning, stormwater CCTV, sidewalk repair, pothole patching, sign installation, HVAC PM, brake repair, etc.).

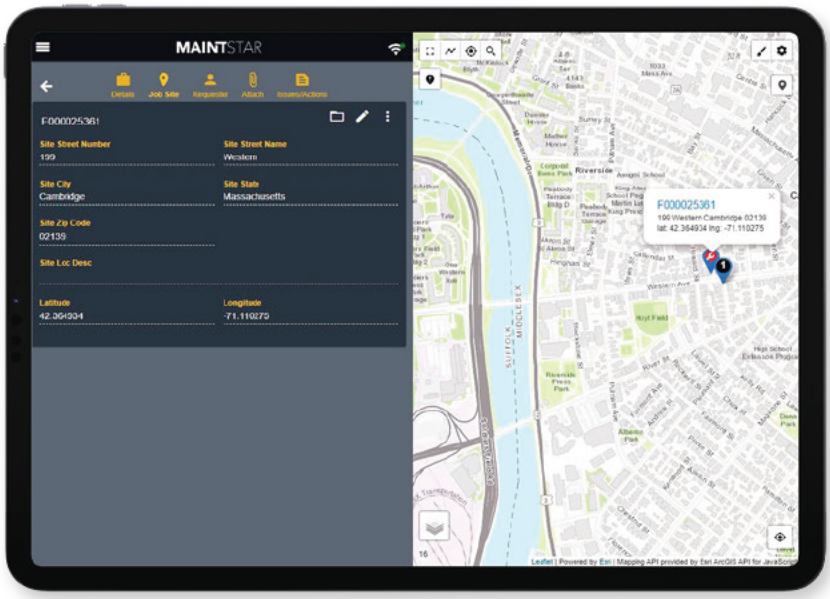
MaintStar Mobile for Field Operations

MaintStar EAMS is mobile-enabled for real-time updates to asset management by field crews. MaintStar Mobile is a powerful application for Apple, Android, and Microsoft Surface devices. It allows field crews to manage and complete Inspections, Preventative Maintenance, Work Requests, and Work Orders. The application interface offers a powerful dual-node display where records and GIS are available in a split-screen viewing. The application allows full access to asset details, and attachments, including the ability to create new Work Orders and Requests in the field. Full functionality includes:

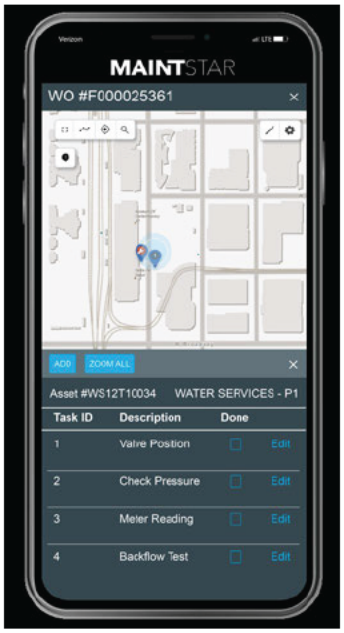
- Viewing maps (i.e., GIS) and data.
- Viewing inventory information.
- Ability to work offline. Connectivity to network is not required to complete field activities.
- Adding assets to the inventory and revising/adding attribute information.
- Receiving, executing, and closing work orders.
- Filling out forms and reports when applicable.

Maintstar Mobile can operate on-network or off-network. MaintStar Mobile on Apple iPad Pro, Split Screen GIS and WO Summary panels.

MaintStar Mobile supports all Mobile Feature enhancements such as GPS auto-location, Data update by speed of movement, and capture of media (photos, audio, video, and barcode/label reading to the Work Order record. Note: Asset and Technician are visible on the Map Display.



MaintStar Mobile
Dedicated Mobile Application - GIS Centric



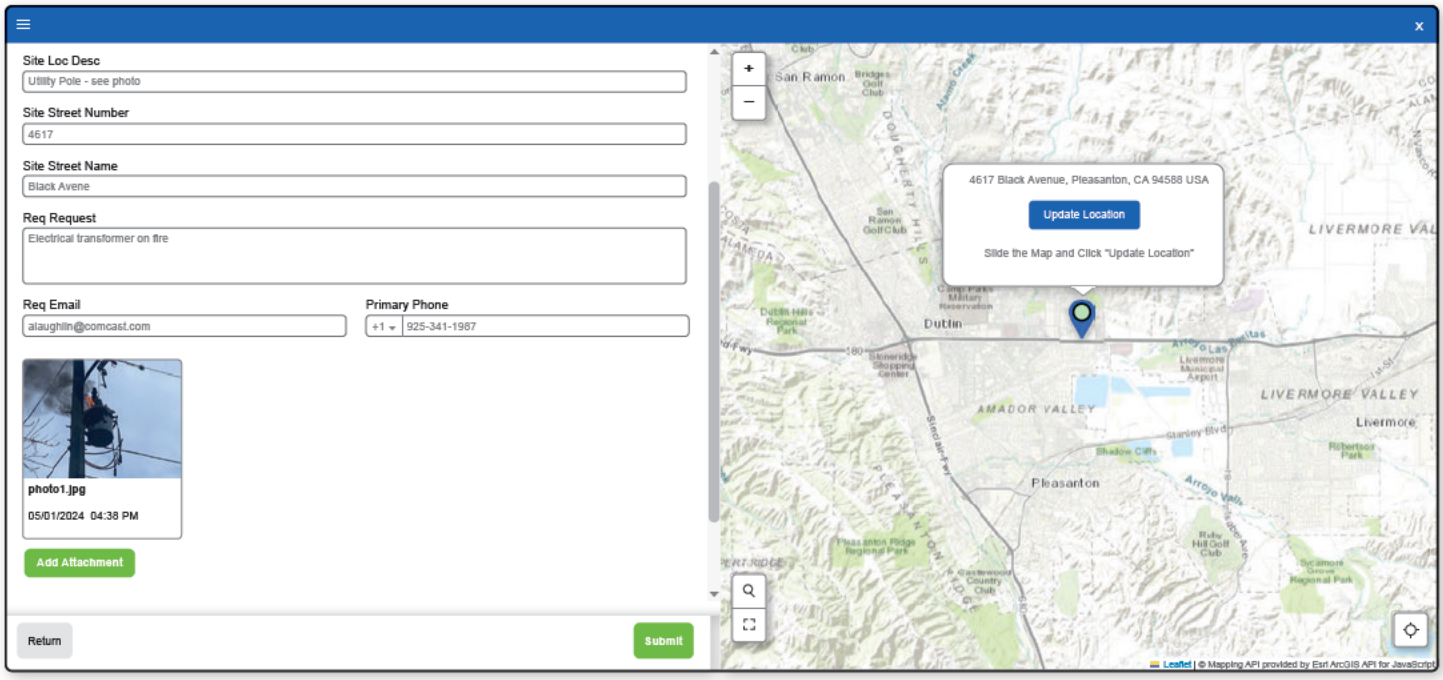
In addition to MaintStar Mobile, we have developed a lite version specifically for SmartPhones. MaintStar Mobile Lite allows technicians or contractors to check-in for tine tracking and complete Preventative or Corrective Maintenance that is simpler in nature via a checklist or simple procedure. Technicians can upload photographs and the application support GIS an location services.

MaintStar Mobile Lite
On Apple iPhone for routine Backflow Test

Service Request Portal

MaintStar EAMS features a improved Work Request system combining a Work Request module and GIS-centric Public Web Portal. New Work Orders can be initiated through customer requests, emergency response requests, manager directions, and crew observations. In concert with MaintStar EAMS architecture, the Work Request Module, and the Public Portal can be optimized to meet agency needs through customization admin panels. Default system data fields include status, issues, assigned supervisor, request sources, and organizational groups. When more data options are required, MaintStar EAMS offers user-defined fields (UDFs), and user-defined lists (UDLs), for comprehensive optimization.

MaintStar processes Work Requests through various methods to eliminate duplicates and provide an accurate and reliable push from request to work order. MaintStar EAMS can route unconfirmed duplicates to a staff queue for review.



MaintStar Public Service Request Portal

Advanced Scalable Technology

MaintStar's tradition of supplying large government institutions plays a significant role in selecting technologies used to develop our products. MaintStar development team applies continuous exploration of available development tools and technology. Ultimately, MaintStar selected React.JS to develop EAMS to maximize scalability.

React's Component-Based Architecture (CBA) promotes modularity and re-usability, making it easier to manage and scale complex applications. React allows developers to break down the user interface into small, reusable components, each responsible for its specific rendering and behavior. These components can be composed and nested within each other, enabling the construction of intricate User Interface (UI) structures.

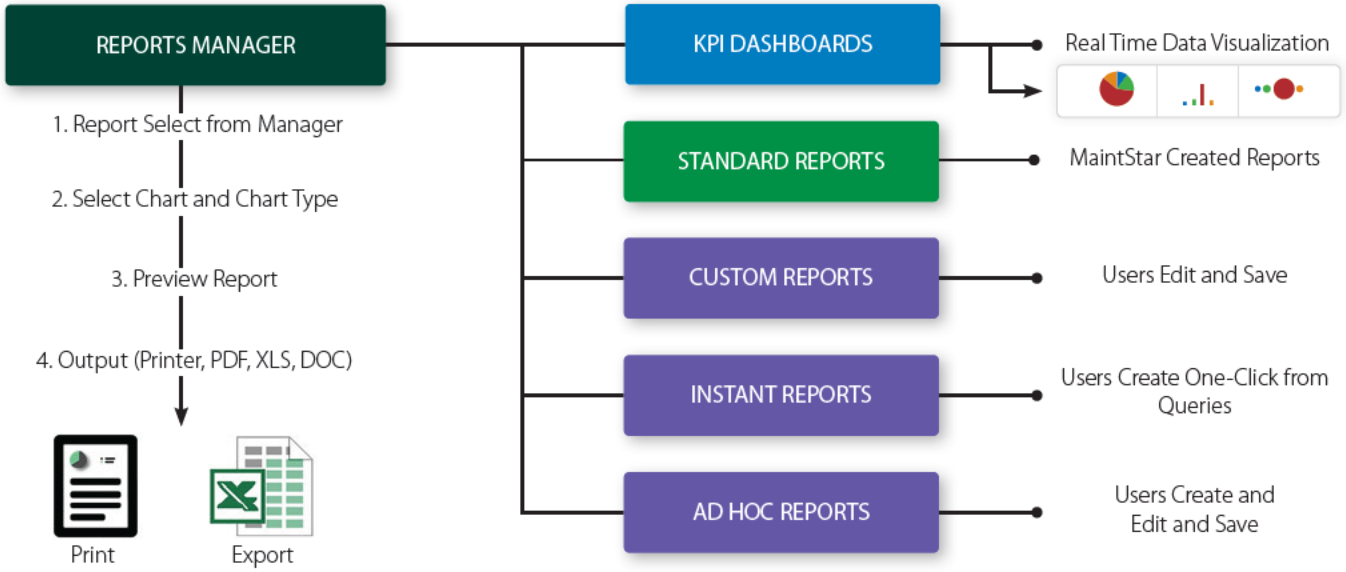
MaintStar EAMS design facilitates advanced enterprise integration. For modern enterprise applications, EAMS provides a RESTful web service (REST API). The REST API applies to enterprise applications, including on-premise or cloud-hosted deployments. For legacy applications, MaintStar EAMS offers a traditional API for legacy applications or device(messaging) - specific interfaces.

Comprehensive Reporting Solutions

MaintStar EAMS features a powerful onboard reports engine founded on the latest technology. The MaintStar EAMS reporting engine offers the most current database, libraries, graphics, and charting technologies.

For digital and paper reports EAMS has four reporting modes (illustrated below). (1) Standard Reports – commonly used reports MaintStar loads into all systems (2) Custom Reports – standard reports that users edit, optimize, and save (3) Instant Reports – reports created from the map or list search and queries users create and save, and (4) Ad Hoc custom reports using an exclusive four-step wizard interface.

For data visualization and real-time analysis of work progress and high-risk assets, MaintStar EAMS offers KPI dashboards. MaintStar KPI Dashboards use native system communications, response is real-time, and secure, bringing the data to any workspace the user desires. MaintStar Reports and KPI Dashboard solutions are 100% MaintStar developed and intrinsic to the application and database.



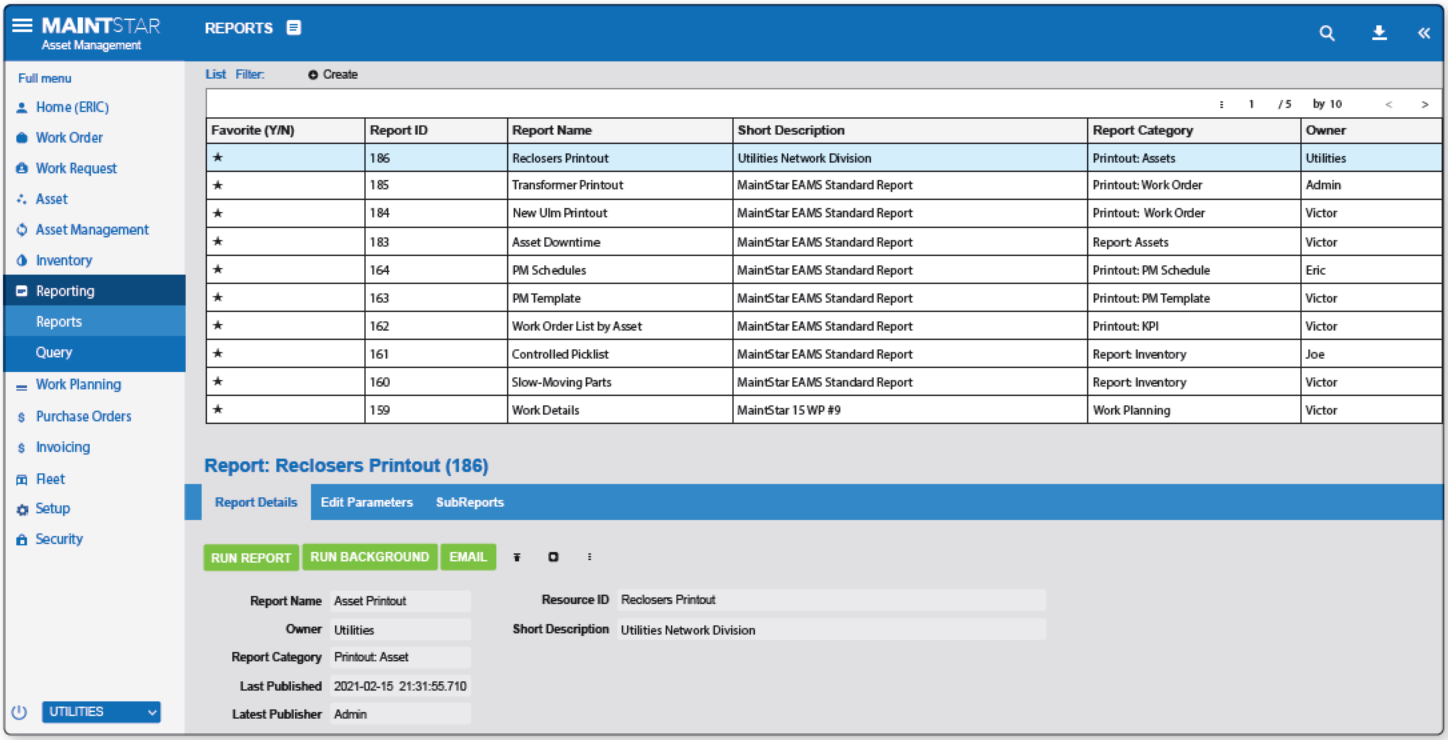
Powerful Native Reporting Engine

The MaintStar EAMS reporting engine offers users four distinct modes to generate paper reports and digital exports - detailed below. Any report may be automatically distributed and scheduled by time of day and day of the week. Users can identify scheduled reports by the clock icon next to the report name in their Reports Manager. All reports in the user's Reports Manager include an ID, Name, Description, and Category for easy identification.

Reporting Module - Report Types	
Instant Report	Users can create and perform queries and filters on any list. Users can save these queries for easy recall and future use. User queries can be the basis for an 'Instant Report' with or without a selected chart type.
Standard Report	MaintStar EAMS is pre-loaded with universal, popular reports called 'Standard Reports'. Users may edit a standard report for optimization and save it as a custom report with a new name.
Custom Reports	A Standard Report may not offer the exact report the user requires. MaintStar EAMS report customization tools allow users to edit Standard Reports. MaintStar EAMS can facilitate Custom Reports in this manner without users resorting to an Ad Hoc report development.
Ad Hoc Reporting	For Agencies that need a unique report, MaintStar can generate complete Ad Hoc Reports from scratch. The user will not need to be familiar with SQL or Database Language. A four-step wizard is used to develop an Ad Hoc Report. After their training course from MaintStar, Ad Hoc reports can be easily created and saved.

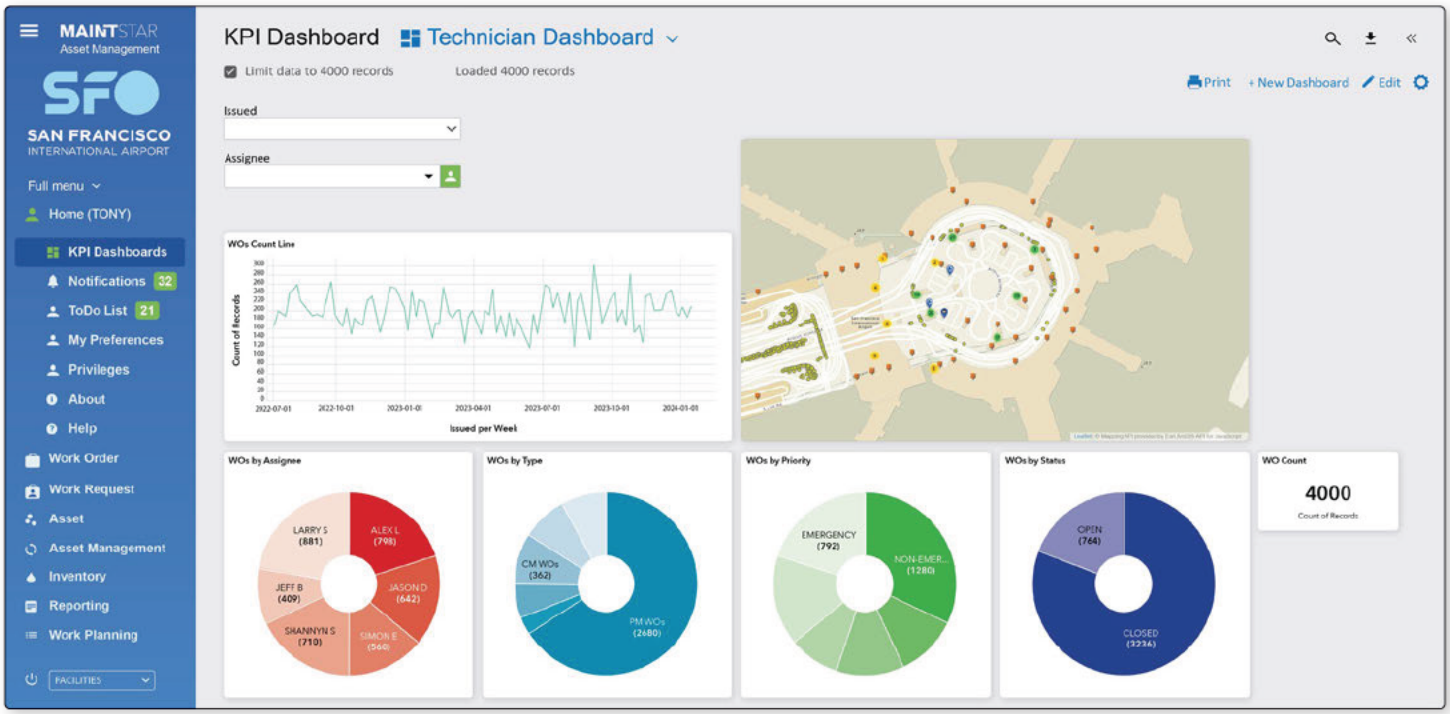
Reports Manager

MaintStar EAMS Reports Manager facilitates the management of a large number of reports. Report organization includes asset workgroup, name, category, and short descriptions. The Reports Manager allows users to email reports, publish reports, and print sizable reports as a background task.



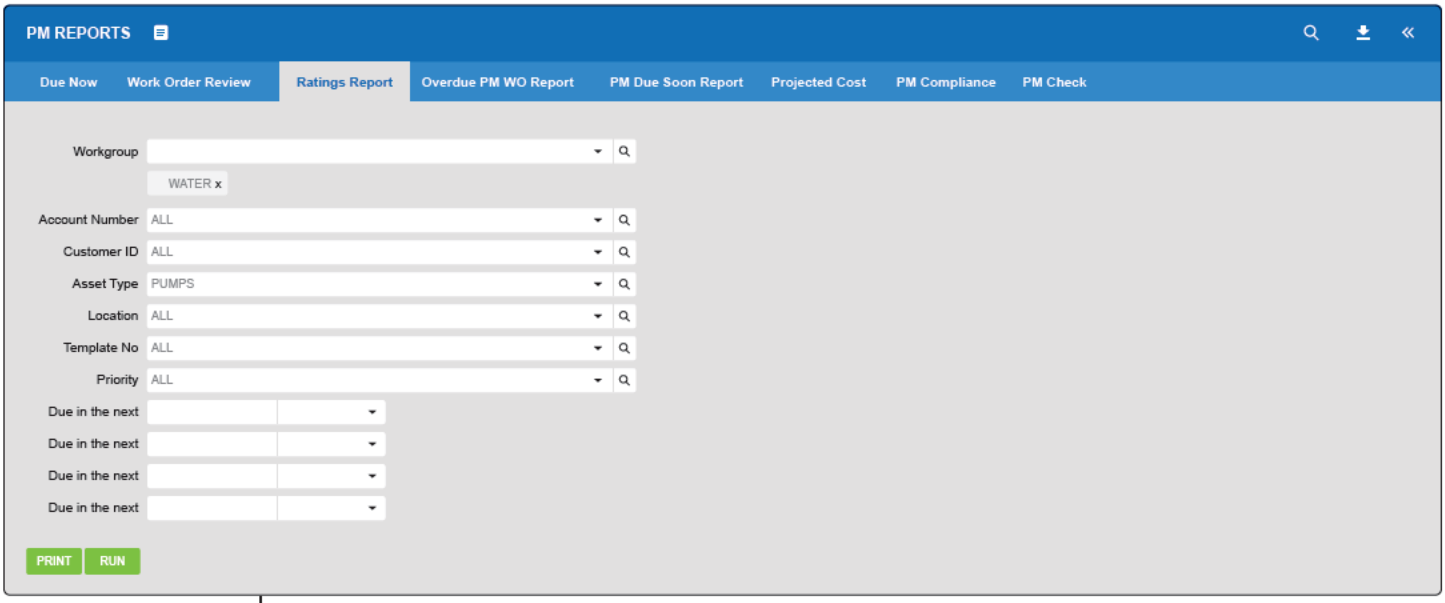
KPI Dashboards and Data Visualization

MaintStar EAMS offers real-time data visibility into Public Works Operations with onboard KPI Dashboards. Users can configure a dashboard panels with charts and cluster maps on any workspace for work or asset monitoring and analysis.



Sample Report – Asset Condition Ratings Report

The standard Asset Ratings Report is shown below. User filter selections include - Water Workgroup, and Pumps. Report printout at the lower right.

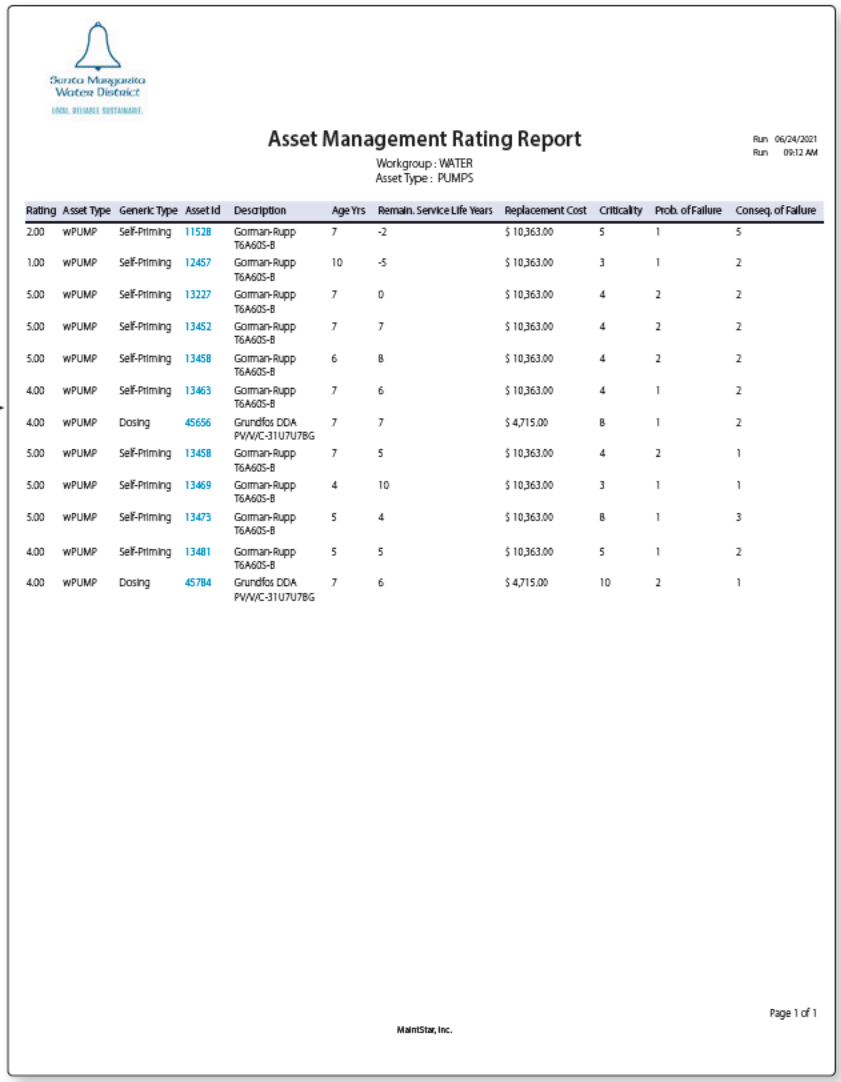


REPORTS MANAGER

(1) PM Due Soon Report

(2) Workgroup Filter = WATER

(3) Asset Type Filter = PUMPS



Santa Margarita Water District

Asset Management Rating Report

Run 06/24/2021
Run 09:12 AM

Workgroup : WATER
Asset Type : PUMPS

Rating	Asset Type	Generic Type	Asset Id	Description	Age Yrs	Remain. Service Life Years	Replacement Cost	Criticality	Prob. of Failure	Conseq. of Failure
2.00	wPUMP	Self-Priming	11528	Gorman-Rupp T6A60S-B	7	-2	$ 10,363.00	5	1	5
1.00	wPUMP	Self-Priming	12457	Gorman-Rupp T6A60S-B	10	-5	$ 10,363.00	3	1	2
5.00	wPUMP	Self-Priming	13227	Gorman-Rupp T6A60S-B	7	0	$ 10,363.00	4	2	2
5.00	wPUMP	Self-Priming	13452	Gorman-Rupp T6A60S-B	7	7	$ 10,363.00	4	2	2
5.00	wPUMP	Self-Priming	13458	Gorman-Rupp T6A60S-B	6	8	$ 10,363.00	4	2	2
4.00	wPUMP	Self-Priming	13463	Gorman-Rupp T6A60S-B	7	6	$ 10,363.00	4	1	2
4.00	wPUMP	Dosing	45656	Grundfos DDA PVV/C-31U7U7BG	7	7	$ 4,715.00	8	1	2
5.00	wPUMP	Self-Priming	13458	Gorman-Rupp T6A60S-B	7	5	$ 10,363.00	4	2	1
5.00	wPUMP	Self-Priming	13469	Gorman-Rupp T6A60S-B	4	10	$ 10,363.00	3	1	1
5.00	wPUMP	Self-Priming	13473	Gorman-Rupp T6A60S-B	5	4	$ 10,363.00	8	1	3
4.00	wPUMP	Self-Priming	13481	Gorman-Rupp T6A60S-B	5	5	$ 10,363.00	5	1	2
4.00	wPUMP	Dosing	45784	Grundfos DDA PVV/C-31U7U7BG	7	6	$ 4,715.00	10	2	1

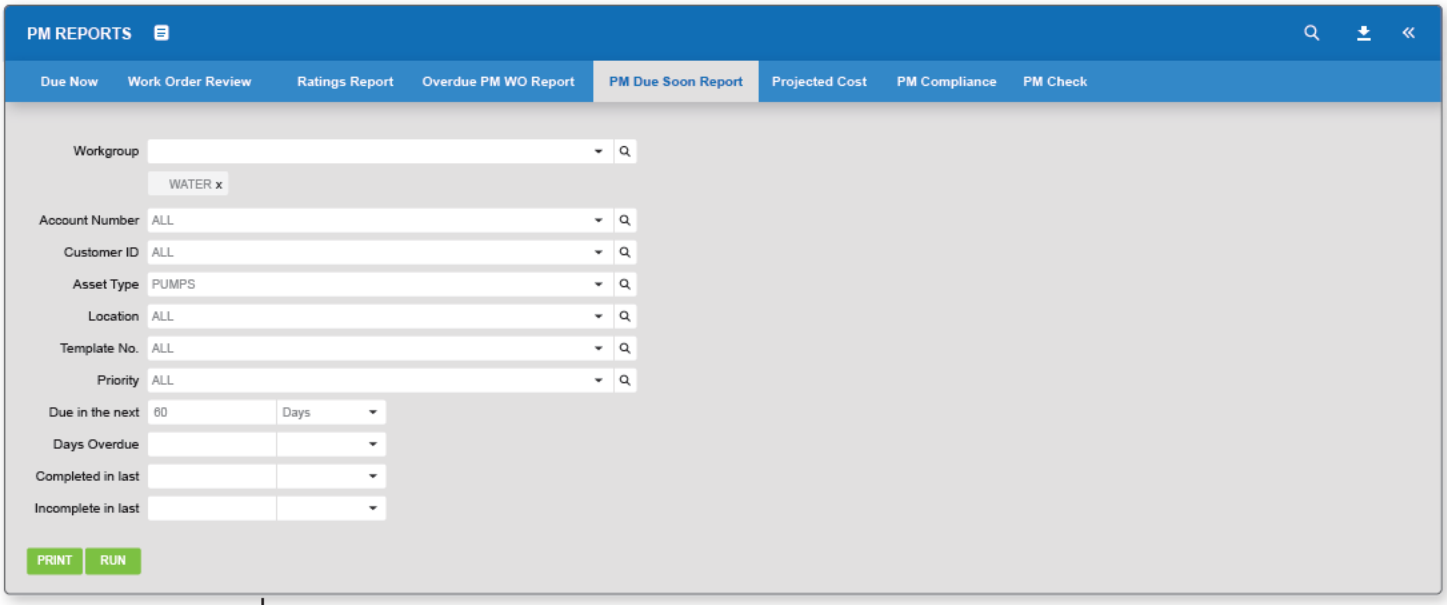
Page 1 of 1

MaintStar, Inc.

MaintStar EAMS
Standard Report
Asset Condition Ratings Report

Sample Report – PM Due Soon Report

The popular, standard Preventative Maintenance Due Soon Report workspace is shown below. Sample user filter selections include - Water Workgroup, Pumps, and Due in 60 days. Report printout at the lower right.



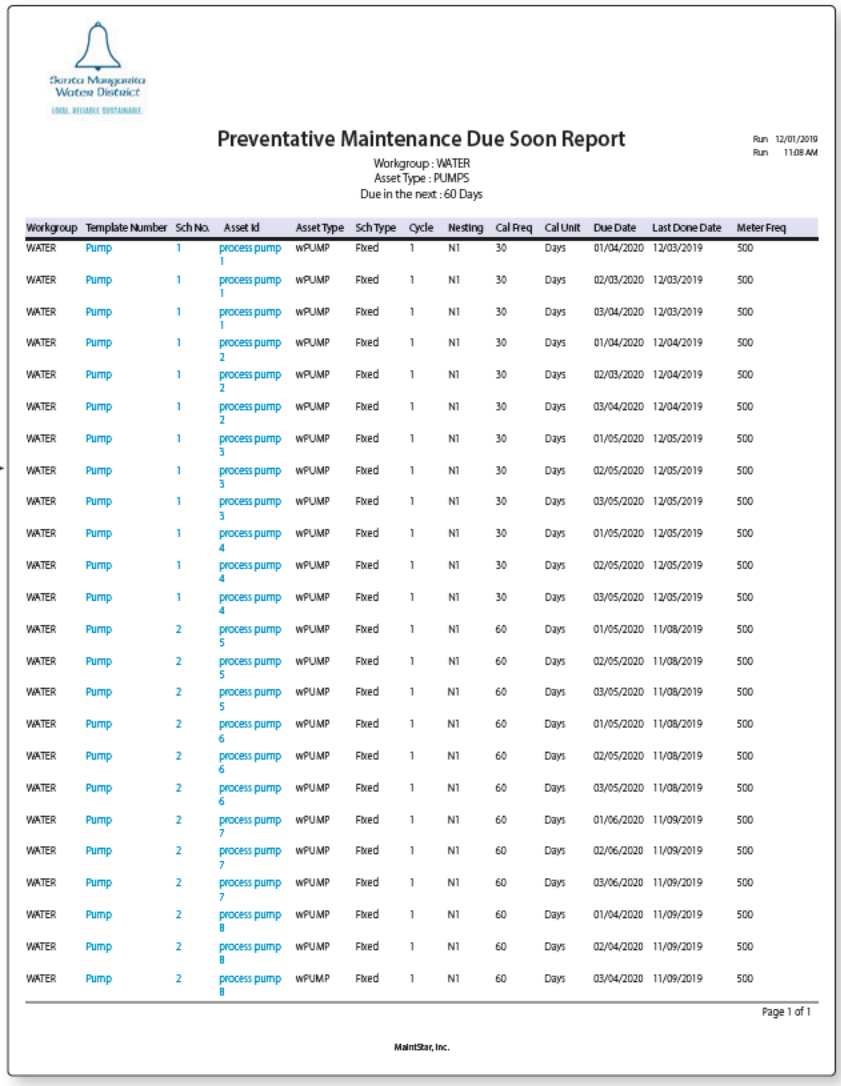
REPORTS MANAGER

(1) PM Due Soon Report

(2) Workgroup Filter = WATER

(3) Asset Type Filter = PUMPS

(4) Due in the next = 60 DAYS



Santa Margarita Water District

Preventative Maintenance Due Soon Report

Run 12/01/2019
Run 11:08 AM

Workgroup : WATER
Asset Type : PUMPS
Due in the next : 60 Days

Workgroup	Template Number	Sch No.	Asset Id	Asset Type	Sch Type	Cycle	Nesting	Cal Freq	Cal Unit	Due Date	Last Done Date	Meter Freq
WATER	Pump	1	process pump 1	wPUMP	Fixed	1	N1	30	Days	01/04/2020	12/03/2019	500
WATER	Pump	1	process pump 1	wPUMP	Fixed	1	N1	30	Days	02/03/2020	12/03/2019	500
WATER	Pump	1	process pump 1	wPUMP	Fixed	1	N1	30	Days	03/04/2020	12/03/2019	500
WATER	Pump	1	process pump 2	wPUMP	Fixed	1	N1	30	Days	01/04/2020	12/04/2019	500
WATER	Pump	1	process pump 2	wPUMP	Fixed	1	N1	30	Days	02/03/2020	12/04/2019	500
WATER	Pump	1	process pump 2	wPUMP	Fixed	1	N1	30	Days	03/04/2020	12/04/2019	500
WATER	Pump	1	process pump 3	wPUMP	Fixed	1	N1	30	Days	01/05/2020	12/05/2019	500
WATER	Pump	1	process pump 3	wPUMP	Fixed	1	N1	30	Days	02/05/2020	12/05/2019	500
WATER	Pump	1	process pump 3	wPUMP	Fixed	1	N1	30	Days	03/05/2020	12/05/2019	500
WATER	Pump	1	process pump 4	wPUMP	Fixed	1	N1	30	Days	01/05/2020	12/05/2019	500
WATER	Pump	1	process pump 4	wPUMP	Fixed	1	N1	30	Days	02/05/2020	12/05/2019	500
WATER	Pump	1	process pump 4	wPUMP	Fixed	1	N1	30	Days	03/05/2020	12/05/2019	500
WATER	Pump	2	process pump 5	wPUMP	Fixed	1	N1	60	Days	01/05/2020	11/08/2019	500
WATER	Pump	2	process pump 5	wPUMP	Fixed	1	N1	60	Days	02/05/2020	11/08/2019	500
WATER	Pump	2	process pump 5	wPUMP	Fixed	1	N1	60	Days	03/05/2020	11/08/2019	500
WATER	Pump	2	process pump 6	wPUMP	Fixed	1	N1	60	Days	01/05/2020	11/08/2019	500
WATER	Pump	2	process pump 6	wPUMP	Fixed	1	N1	60	Days	02/05/2020	11/08/2019	500
WATER	Pump	2	process pump 6	wPUMP	Fixed	1	N1	60	Days	03/05/2020	11/08/2019	500
WATER	Pump	2	process pump 7	wPUMP	Fixed	1	N1	60	Days	01/06/2020	11/09/2019	500
WATER	Pump	2	process pump 7	wPUMP	Fixed	1	N1	60	Days	02/06/2020	11/09/2019	500
WATER	Pump	2	process pump 7	wPUMP	Fixed	1	N1	60	Days	03/06/2020	11/09/2019	500
WATER	Pump	2	process pump 8	wPUMP	Fixed	1	N1	60	Days	01/04/2020	11/09/2019	500
WATER	Pump	2	process pump 8	wPUMP	Fixed	1	N1	60	Days	02/04/2020	11/09/2019	500
WATER	Pump	2	process pump 8	wPUMP	Fixed	1	N1	60	Days	03/04/2020	11/09/2019	500

Page 1 of 1

MaintStar, Inc.

MaintStar EAMS
Standard Report
Preventative Maintenance Due Soon Report

Section 2 – References

City of Bentonville AR
RFP 25-37 – Asset Management System

References

MaintStar EAMS References City of Bentonville		
Reference (1) ★ ●	**City of New Ulm Utilities – MN (p. 15,000)**	
Contact – Title	Kris Manderfeld - Utilities Director	
Address	310 First North Street - New Ulm, MN 56073	
Phone | Email	(507) 233-2110	krism@newulmmn.gov
Product | Deployment	MaintStar CMMS MaintStar EAMS (next generation)	Q4 2015 -10 Months Q1 2022 - 6 Months
MaintStar Role	EAMS product developer and all professional services	
First year contract value	> 750,000 USD	
Integrations | Deployment	County Infrastructure Asset Management Work Requests/Work Orders Inventory Management Project Management	MaintStar Mobile App. AWS Cloud Hosting ESRI ArcGIS MS Exchange 365 Integration
Reference (2) ★	**Mesa Water District - CA – Water Utilities (serves 112,000)**	
Contact – Title	Kurt Lind - Management Analyst	
Address	1965 Placentia Ave., Costa Mesa, CA 92627	
Phone | Email	(949) 574-1000	kurtl@mesawater.org
Product | Deployment	MaintStar CMMS MaintStar EAMS (next generation)	Q4 2011 CMMS 3rd Generation EAMS Q2 2022
MaintStar Role	EAMS product developer and all professional services	
First year contract value	> 200,000 USD	
Integrations | Deployment	County Water Services Asset Management Work Requests/Work Orders Inventory and Materials Management Project Management	MaintStar Mobile App. AWS Cloud Hosting ESRI ArcGIS MS Exchange 365 Integration, SSO
Reference (3)	**Warren County OH - Water Services (serves 250,000)**	
Contact – Title	Kathryn Gilbert, P.E.- Staff Engineer	
Address	406 Justice Drive • Lebanon, Ohio 45036	
Phone | Email	(513) 695-1645	Kathryn.Gilbert@co.warren.oh.us
Product | Deployment	EAMS	Q1 2023 - 8 Months
MaintStar Role	EAMS product developer and all professional services	
First year contract value	> 210,000 USD	
Integrations | Deployment	County Water Services Asset Management Work Requests/Work Orders Inventory and Materials Management Project Management	MaintStar Mobile App. AWS Cloud Hosting ESRI ArcGIS MS Exchange 365 Integration

★ = Multi-Generation Client
● = Electrical and Water Utiliites

Recent Project Experience Matrix

MaintStar Development and Professional Services have over forty (40) years of experience in the delivery and ongoing support of Enterprise Asset Management Systems. Instead of a complete customer list, the following table highlights twenty-four (24) recent clients/programs to illustrate the qualifications of MaintStar to supply City of Bentonville with a highly qualified Asset Management System and our Professional Services capabilities to exceed project objectives.

Client	Implementation	Support	EAMS	LMS	Integration	Reporting
Utilities/Water Specialized						
City of New Ulm Utilities MN ★■	●	●	●		●	●
Mesa Consolidated Water CA ★■	●	●	●		●	●
Santa Maragarita Water CA	●	●	●		●	●
Warren County Water Svcs OH ■	●	●	●		●	●
Cities						
Plant City FL	●	●		●	●	●
Town of Davie FL	●	●	●		●	●
Lake Havasu City AZ	●	●	●	●	●	●
Culver City Transit CA ★	●	●	●		●	●
City of Winter Garden FL ★	●	●	●		●	●
City of Orange CA	●	●	●	●	●	●
City of Pleasanton CA ★	●	●	●		●	●
Counties						
Seminole County FL ★	●	●	●		●	●
Navajo County AZ	●	●	●	●	●	●
San Mateo County CA	●	●	●		●	●
Ventura County CA ★	●	●	●		●	●
Hawaii County Mass Transit HI ★	●	●	●		●	●
Santa Clara County Transit CA	●	●	●		●	●
Contra Costa County CA ★	●	●	●		●	●
Alameda County CA ★	●	●	●	●	●	●
Hillsbourgh County FL ★	●	●	●		●	●
Orange County CA ★	●	●	●		●	●
States						
State of Wyoming DOT WY	●	●		●	●	●
State of Kansas DOT KS	●	●		●	●	●
State of Colorado CO (facilities)	●	●	●	●	●	●

★ = Multi-Generation Client
■ = Proposal Reference

● = Asset and Workorder Management
● = Permitting, Utility Permitting and ROW
● = MaintStar Professional Services

Section 3 – Key Information

City of Bentonville AR

RFP 25-37 – Asset Management System

HOLISTIC ASSET MANAGEMENT
ASSET LIFECYCLE MANAGEMENT
REQUESTS • WORK ORDER TRACKING
WORK AND FISCAL PLANNING

City of Bentonville
RFP-25-37
Assest Management Functional Requirements

Supplier Response Fields											
Line Items	Product Attributes		Feature Availability Status	Support By: Asset Management, GIS, WOMS, Other	Additional Software or Hardware Module Required to Support this Requirement	Comply	Partial Compliance to Requirement	Do Not Comply to this Requirement	Included in Base Response	Additional Cost to Comply with Requirement	Supplier Comments
			Accepted Answers to Cells Below:								
			Production Roadmap Item Testing/Pilot Other	Asset Management GIS WOMS Other	Yes No	"X"	"X"	"X"	Yes No	Indicate Cost	Free Form
Electric Asset Management											
1	**Recloser Maintenance:** The software has the ability to track recurring maintenance needed for hydraulic reclosers.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS is designed to automate and track periodic required maintenance for any type of asset by specific workgroup (electric utilities) including hydraulic reclosers.
2	**Annual / Recurring Inspections:** The software has the ability to track regular inspections of the system required by the public utility commission. It has the ability to indicate what inspections are needed this year.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS is designed to manage and automate all types of periodic and recurring inspections and maintenance.
3	**Transformer/LTC Maintenance:** The software has the ability to track transformer maintenance including logging oil levels, tap changes, disolved gas levels.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS supports transformer/ LTC maintenance in adherence with manufacture's specifications and all history in the asset workgroup by specific workgroup (electric utilities).
4	**Customer Meter Inspections:** The software has the ability to track individual and recurring meter inspections for residential and commercial meters.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS supports residential and commercial meters inspections and reading activities.
Fleet & Facilities Asset Management											
5	**Vehicle Maintenance:** The software has the ability to track vehicle maintenance including oil changes, filters, tires and other regular maintenance based on logged mileage as well as date.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS core design includes a comprehensive fleet management module for full vehicle asset lifecycle management.
6	**Historical reporting**: The software has the ability to provide historical data for the life of the asset within a specified date range (ie: YTD or other specific range)		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS Asset Management offers a History Tab with full history details, Users may select and activity or date range and view or run report as requested.
7	**Asset costs:** The software has the ability to export costs associated with assets that can be separated into labor/time, and material within a specified date range (for annual budgeting purposes)		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS core design is to track asset costs, including (1) roll up to fiscal and budget planning, (2) run asset analysis reports (cost benefit analysis). Users can filter or limit date range for any requirement range.

City of Bentonville
RFP-25-37
Assest Management Functional Requirements

Line Items	Product Attributes		Feature Availability Status	Support By: Asset Management, GIS, WOMS, Other	Additional Software or Hardware Module Required to Support this Requirement	Comply	Partial Compliance to Requirement	Do Not Comply to this Requirement	Included in Base Response	Additional Cost to Comply with Requirement	Supplier Comments
			Supplier Response Fields								
			Accepted Answers to Cells Below:								
			Production Roadmap Item Testing/Pilot Other	Asset Management GIS WOMS Other	Yes No	"X"	"X"	"X"	Yes No	Indicate Cost	Free Form
Inspections - General											
8	**Custom Forms: Supports creation of custom forms for inspections of various kinds. In keeping with other requirements, the forms can be sequenced to be performed in a particular order. Data validation for acceptable values and pre-set field selection can be used on any form field.**		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS is a commercial-off-the-shelf program that offers an. Administration interface the allows for customization and agency optimization. This allows panel and form layout and data field configuration set to specific needs of the agency.
9	**Related Work**: Supports creation of a job for the asset being inspected or for something unrelated during the inspection. This could include maintenance required for an asset or a need to perform tree trimming in an area. The job could be deferred to be assigned to someone at a different time or it could be self-assigned and performed immediately.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS allows work orders to be related or sequenced so that work is completed in proper order.
10	**Pictures:** In keeping with other requirements, pictures can be required as part of the inspection. The can also be taken if not required. In either manner, the pictures are associated with the asset and the inspection order for later viewing.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS allows users to attach pictures or other media to the inspection work order. The attached picture will include thumbnail image, filename, description and time date stamp. If device has locations services enabled location is capture as well.
11	**Export:** Summaries of inspections for a group of assets by type, sub-type and region can be exported to .csv files to be transferred to third parties. The export can be limited to particular dates. The utility can select data fields from the inspection to be included in the export.		Production	System-wide	No	X			Yes	No Cost	MaintStar offers robust export feature for data. Export formats include CSV, XLS, DOC and PDF (text-based). The export can be range limited, or the export can be set as a report and saved in the reports manager and users can set this for auto-export on a schedule
12	**Importing:** Defines a means whereby inspection summaries from an external contractor can be imported via .csv file so they can be stored in the WMS.		Production	System-wide	No	X			Yes	No Cost	MaintStar allows import of data from CSV files as requested.
13	**Reporting:** Supports creation of reports for a single inspection as well as summaries of a group of inspections for formal reporting.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS offers a native, onboard reporting engine and generate the single inspection or summary inspections report in any manner desired. Users may saves these reports for recall at anytime in their reports manager. See details in the EAMS Overview Section in this response.

City of Bentonville
RFP-25-37
Assest Management Functional Requirements

Line Items	Product Attributes		Feature Availability Status	Support By: Asset Management, GIS, WOMS, Other	Additional Software or Hardware Module Required to Support this Requirement	Comply	Partial Compliance to Requirement	Do Not Comply to this Requirement	Included in Base Response	Additional Cost to Comply with Requirement	Supplier Comments
			Supplier Response Fields								
			Accepted Answers to Cells Below:								
			Production Roadmap Item Testing/Pilot Other	Asset Management GIS WOMS Other	Yes No	"X"	"X"	"X"	Yes No	Indicate Cost	Free Form
14	**Progress:** Supports map and tabular views of 1) the most recent inspection date for all assets of a particular type, 2) inspections performed within a certain date range for all assets of a particular type, 3) combination of inspections performed wihtin a date range as well as those still pending for a defin-able date range.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS offers two methods for this requirement. MaintStar on-board reporting engine offers standard or customer reports features to achieve this. For real-time data visualization of this data KPI Dashboards can be user configured for their specific requirements. Users may place these on a panel on their workspace, use in a report
Maintenance Jobs											
15	**Labor Tracking**: Allows labor for each person involved in the project to be tracked for a particular maintenance job. Allows labor rates to be read for each person from the FIS system to calculate job labor cost.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS is specifically designed to track labor (time) and (costs). From each Work Order these can be rolled up into MaintStar EAMS work planning and fiscal planning (budgeting planning) modules. Additionally, these can be export via integration to the FIS system through MaintStar EAMS REST API.
16	**Equipment Use**: Allows hours of use for equipment assigned to the job to be tracked. Allows equipment use costs to be read from the FIS to calculate job cost.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS work order cost tracking is for all labor, equipment and materials (LEM). Equipment use costs can be read from the FIS through the EAMS REST API and integration.
17	**Material Use**: Allows for tracking of materials outside of con-struction units. Materials can include dirt for fill, pavement. Allows material costs to be read from the FIS to calculate job cost. Allows export of material usage to FIS to reduction of inventory if necessary.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS is designed to track materials and expendables on work orders. This data can be sent to the FIS through REST API and integration. MaintStar Professional Services will memorialize this requirement with others in to the integration specific to validate at time of testing. Please see implementation section and system validation to the requirements traceability matrix (RTM).
18	**Construction Units**: Allows construction units (assemblies) to be replaced as a part of the maintenance job. Updates are exported to GIS to update plant information. Allows assembly costs to be read from the FIS to calculate job cost. Allows export of assembly usage to FIS for reduction of inventory if necessary.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS offers a four-tier hierarchy for assets. Construction units can be a sub-asset or assembly associated to a master asset. MaintStar can read the costs data as specified from FIS. This integration requirement can be memorialized in the RTM during deployment.

City of Bentonville
RFP-25-37
Assest Management Functional Requirements

Line Items	Product Attributes		Feature Availability Status	Support By: Asset Management, GIS, WOMS, Other	Additional Software or Hardware Module Required to Support this Requirement	Comply	Partial Compliance to Requirement	Do Not Comply to this Requirement	Included in Base Response	Additional Cost to Comply with Requirement	Supplier Comments
			Supplier Response Fields								
			Accepted Answers to Cells Below:								
			Production Roadmap Item Testing/Pilot Other	Asset Management GIS WOMS Other	Yes No	"X"	"X"	"X"	Yes No	Indicate Cost	Free Form
19	**Contractor Costs:** Allows costs from contractor invoices to be associated with the job to calculate job cost. Allows invoice costs to be imported from FIS.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS can track contractors and contractor costs. Contractor costs can be pulled (real-time) or imported (batch as needed) from FIS
20	**Inventory Update**: Integrates with FIS so that materials and construction units used for maintenance jobs are properly reduced in inventory.		Production	System-wide	No	X			Yes	No Cost	MaintStar is proposing a fee based integration with FIS. All customer integration is specified in the project plan, mutually agreed to by customer and MaintStar and mutually validated prior to system production.
21	**Plant Value Update**: Supports tracking of additions and removals from plant to properly update plant value from the job. Value associated with additions is determined from cost according to FIS. Value associated with removals is determined from the depreciated value of the asset based on the stored installed cost and depreciation based on years of usage.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS can support this through integration with FIS for additions, and removals through asset depreciation value. Note: Asset depreciation is shown in Real-time in the Asset Details panel of MaintStar EAMS.
22	**GIS Updates:** Any additions or removal of GIS assets as a part of maintenance shall be able to be updated within GIS.		Production	System-wide	No	X			Yes	No Cost	Supported via the MaintStar EAMS standard integration with ESRI ArcGIS.
Job Scheduling											
23	**Scheduling Recurring / Periodic Work**: Support the ability to schedule jobs to be created including inspections and mainte-nance based on a periodic recurrence (i.e., monthly, annual or any calendar period).		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS offers automated scheduling of periodic inspections and maintenance. These are viewed via a calendar or timeline (GANTT) interface. The same interface allows manual scheduling or adjustments for workload leveling as well.
24	**Asset group scheduling:** Support the ability to select assets for scheduling recurring inspections or maintenance based on type of asset (i.e. recloser, pump, transformer, meter), install date, manufacturer, and model number.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS facilitates this automatically for the asset type or asset class as specified. These can se hard scheduled (set regardless of workload) or soft scheduled (first available based on workload) based on type of work and agency preference.
25	**Geographic Scheduling:** Support the ability to select assets for scheduling recurring inspections or maintenance for several groups of assets as defined above within a geographic area or associated with a portion of the distribution system (feeder, substation, water district, etc.)		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS can automate scheduling based on GIS location (cluster (group) work based location of crew or technician) for efficiency, assignment of crew to specific city areas or specialty of work performed.

City of Bentonville
RFP-25-37
Assest Management Functional Requirements

Line Items	Product Attributes		Feature Availability Status	Support By: Asset Management, GIS, WOMS, Other	Additional Software or Hardware Module Required to Support this Requirement	Comply	Partial Compliance to Requirement	Do Not Comply to this Requirement	Included in Base Response	Additional Cost to Comply with Requirement	Supplier Comments
			Supplier Response Fields								
			Accepted Answers to Cells Below:								
			Production Roadmap Item Testing/Pilot Other	Asset Management GIS WOMS Other	Yes No	"X"	"X"	"X"	Yes No	Indicate Cost	Free Form
26	**Hold from Scheduling**: Allows user to hold a job from being scheduled for a definable period of time as well as indefinitely. This includes holding jobs of certain types (inspections, maintenance, etc.). This includes holding jobs for certain asset groups as well as regions.		Production	System-wide	No	X			Yes	No Cost	Users with designated privileges can hold a job or work order from scheduling. The hold can be placed into queue for a reminder notification to user.
27	**Adhoc Scheduling:** Ability to dynamically add jobs created throughout the day.		Production	System-wide	No	X			Yes	No Cost	Ad hoc scheduling is supported as specified.
28	**Scheduling Status:** Ability to classify a scheduling status based on preconditions ("Waiting on Contrator", Waiting on Supply", etc.)		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS allows configuration of status (color code and terminology) at deployment and can be optimized to the agency preferences/requirements.
Mobile Crew Tool Details											
28	**Crew Tool Platform**: Indicate whether the tool for line crews is web-based or based on an app which is installed on the tablet or laptop. Please indicate what platforms the tool can run on (Windows, iOS, Android, etc.).		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS offers three methods for crews to work on mobile devices. (1) Via web browser on device, (2) Via dedicated MaintStar Mobile application (iOS, Android Windows Surface) or Mobile Lite (iOS Android) optimized for small devices (smart phones). See details in the MaintStar EAMS overview included in this response.
29	**Disconnected Crew Network Display**: The tool must allow crews to visualize a geographic network view of the system. It must display the network view even if a communications does not exist to the server.		Production	System-wide	No	X			Yes	No Cost	MaintStar Mobile application allows full functionality (for example GIS display) in on or off network mode. If the users prefer they may perform work off network and sync later when connected (on network).
30	**Map Query:** Supports the ability to search the map based on any GIS feature, attribute or associated table.		Production	System-wide	No	X			Yes	No Cost	Users may search on map (map query) while in the field on the mobile device. Their location will appear as a pointer on the map.
31	**Location Viewing**: Ability for mobile user to locate themselves as well as all other crews on map.		Production	System-wide	No	X			Yes	No Cost	Users location is shown as a pointer on the map at all times, and other crew are shown on the map as pointers in a different color.
32	**Job Summary List**: The crew tool must have the ability to summarize a list of the current jobs indicating which crew is assigned and status of the job. It must also allow the crew to filter for jobs assigned to them, their region or their group.		Production	System-wide	No	X			Yes	No Cost	MaintStar Mobile allows users to click on their current task list to see their jobs, calendar to see all jobs, or select/draw area on GIS Viewer and see jobs in the geo-region.

City of Bentonville
RFP-25-37
Assest Management Functional Requirements

Supplier Response Fields											
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			Accepted Answers to Cells Below:								
			Production Roadmap Item Testing/Pilot Other	Asset Management GIS WOMS Other	Yes No	"X"	"X"	"X"	Yes No	Indicate Cost	Free Form
33	**Job Self-Assignment:** The crew tool must have the ability for crews to assign themselves to a job that hasn't been assigned.		Production	System-wide	No	X			Yes	No Cost	MaintStar Mobile allows users to self-assign to work orders/jobs that are not assigned.
34	**Status Update:** The tool must allow the crew to modify the state of a job (i.e. change from on-site to complete). These status changes must be visible by dispatchers and other crews.		Production	System-wide	No	X			Yes	No Cost	MaintStar Mobile core design is to allows field users to update the status on their jobs/work orders in the field. While working on network, the update is in real-time.
35	**Create Jobs**: Supports the ability for field crews to create jobs as needed when identified in the field.		Production	System-wide	No	X			Yes	No Cost	MaintStar Mobile core design allows users to create new jobs or work orders in the field.
36	**Create Work Orders**: Supports the ability to create as well as request a new work order for a job that is created in the field. For example, create or request a work order for unanticipated repair work.		Production	System-wide	No	X			Yes	No Cost	MaintStar Mobile allows users to create new work orders in the field that have not been previous anticipated.
37	**Documents:** System allows crew members to view and attach documents associated with jobs (PDF, Excel, JPEG, etc.).		Production	System-wide	No	X			Yes	No Cost	MaintStar Mobile is specifically designed to attach pictures, documents, scan barcodes or QR codes in the field to the work order.
38	**Data Validation:** Supports configurable validations & instant verification of values when inputted by user.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS and MaintStar Mobile supports data entry validation, masking (format), and requirement status in the field. Note: supported on the workstations in office as well.
39	**Data Selection**: Reduce the amount of completion data which needs to be keyed by utilizing user-defined drop down menus, standardize comments, hot keys, etc.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS is designed for agency configuration and optimization. MaintStar PM will work with the agency at deployment in the most preferred use of screen data selector (dropdown, picklist, etc.) for efficiency.
40	**Automatic Map Updates**: Supports automatically synchronizing of map and document updates with the GIS, WMS servers and any other necessary servers.		Production	System-wide	No	X			Yes	No Cost	Supported through MaintStar EAMS bi-direction integration with ESRI ArcGIS.

City of Bentonville
RFP-25-37
Assest Management Functional Requirements

Supplier Response Fields											
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			Accepted Answers to Cells Below:								
			Production Roadmap Item Testing/Pilot Other	Asset Management GIS WOMS Other	Yes No	"X"	"X"	"X"	Yes No	Indicate Cost	Free Form
Supervisor Tools											
41	**Tabular View**: Provides a summary view of all jobs distinguising between their status (open, in process, complete), priority level, as well as job type (service order, inspection, ...), geographic region, and assignement status (unassigned, crew name).		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS can provide users with List, Tabular and Tree views. Users may apply specified filters (open, in process, complete), view details (crew or assignment status, priority) and see the GIS location on the map from a single multi-node workspace. See EAMS product details section.
42	**Completion Target Tracking**: System notifies and provides view to dispatcher of work in danger of not meeting the schedule, etc.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS offers a native, onboard notification engine and notifications include alerts for response burdens or schedule completion is at risk.
43	**Map**: Provides a map of the system allowing filterable views of all jobs distinguising between their status (open, in process, complete) as well as job type (service order, inspection, ...), assignement status (unassigned, crew name).		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS is unique, user workspace can include map and tabular view on the same workspace and user may work from tabular or GIS based on best method to complete task. An approach that speeds and ease user operation without needs to move or bounce between multiple workspaces.
44	**Assigned & Unworked View**: Dispatcher can view summary & detail of all assigned but unworked orders by type, by service area, by field user.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS makes this easy, users may set defined searches or filters save them for one-click ease to view, instant report (or KPI dashboard data visualization) and drilldown to details from a single workspace.
45	**Drag & Drop Assignments**: Dispatcher can adjust & balance work among field user via drag & drop technology.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS offers a work planning screen with calendar and timeline (GANTT) interface for drop and drag adjustment of work schedules and work leveling (balance).
Historical Archive & Activity Log											
46	**Job Data**: Supports a SQL database archive of all data available about a job at time of job closing. Stores this data in the job archive at time of job closing.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS asset management database (SQL) tracks all job and work order data and operates as a system of record for all work/job activity.

City of Bentonville
RFP-25-37
Assest Management Functional Requirements

Line Items	Product Attributes		Feature Availability Status	Support By: Asset Management, GIS, WOMS, Other	Additional Software or Hardware Module Required to Support this Requirement	Comply	Partial Compliance to Requirement	Do Not Comply to this Requirement	Included in Base Response	Additional Cost to Comply with Requirement	Supplier Comments
			Supplier Response Fields								
			Accepted Answers to Cells Below:								
			Production Roadmap Item Testing/Pilot Other	Asset Management GIS WOMS Other	Yes No	"X"	"X"	"X"	Yes No	Indicate Cost	Free Form
47	**Asset Data**: Supports a SQL database archive of all job data associated with an asset at time of job closing. Stores this data in the asset archive at time of job closing. Differentiates between work done on various assets when more than one asset is involved in a job.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS asset management database (SQL) tracks all work and jobs associated with assets and sub-assets for the full asset lifecycle. MaintStar EAMS functions as a system of record for assets.
48	**Event Log**: Captures time-stamped events associated with a job including all scheduling of the job, assignments to personnel and equipment, and changes of status.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS generates time-stamped events and transactions (data) that transpires on a work order or job on workorder.
49	**Document Archival**: Supports archiving pictures as well as documents such as design drawings in a manner that they can be retrieve according to the job as well as assets that the documents pertain to.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS offers a dedicate Attachments Tab for assets and workorders and any type of file and document may be attached here. When attached in addition to file name they have description name, user attaching file and time/date of attachment. For supported files types a thumbnail view facilitates ease in locating corrected attachment.
50	**Job Reporting**: Supports retrieving summaries of job cost, material and labor.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS tracks all labor, equipment, and materials (LEM) for jobs and workorders, by default a LEM panel makes this fast and efficient for viewing or reporting purposes.
51	**Asset Work Summary**: Supports retrieval of summaries of costs associated with work on an asset (or group of assets).		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS provides a cost summary for each asset associated with a work order. For the total of asset costs by work order a standard report is also available.
52	**Asset Association:** Jobs will be associated with any asset involved so that the jobs associated with that asset can be viewed.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS can associate any asset or number of assets to a job or work order.
Crew Location & Safety											
53	**External AVL:** The system must support integration to an external Automated Vehicle Location (AVL) system to receive crew locations.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS core system design support crew and vehicle location via Automated Vehicle Location (AVL) or location services from application on mobile device.
54	**App Based AVL:** The system must support receiving crew locations from the mobile work management app itself and providing this for viewing to the dispatcher.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS core system design supports location via MaintStar Mobile and Mobile Lite applications.

City of Bentonville
RFP-25-37
Assest Management Functional Requirements

			Supplier Response Fields								
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			Accepted Answers to Cells Below:								
			Production Roadmap Item Testing/Pilot Other	Asset Management GIS WOMS Other	Yes No	"X"	"X"	"X"	Yes No	Indicate Cost	Free Form
55	**Crew Location**: The system must have the ability to indicate in the map view the locations of crews as received from AVL or manually set by an operator or crew member.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS will indicate crew location on GIS View in real-time.
56	**Safety Timers**: System allows crews or dispatchers to start timers for any activity which will alert dispatchers if the crew hasn't checked in before the timer expires.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS time tracker supports via configuration at deployment in MaintStar Mobile and Mobile Lite.
Purchasing & Inventory											
57	**Inventory Items:** The software has the ability to manage and track inventory items for use on work orders as well as general stock items not associated with a work order.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS core system design includes an inventory procurement module for management, procurement and tracking of inventory (parts, assets, equipment and expendables).
58	**Assembly Definitions:** The software has the ability to create assemblies from a collection of inventory items as well as from other assemblies.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS features four-tier asset vertical hierarchy and allows for production of assets (assembly).
59	**FERC Codes:** The software has the ability to assign FERC codes to inventory items or assemblies for tracking plant value according to FERC code.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS offers user defined lists (UDLs) at deployment the FERC codes will be inserted as a UDL for use in any system module including inventory/procurement.
60	**Inventory Reservation:** The software has the ability to reserve inventory which is anticipated for use on a construction or maintenance work order. It is able to adjust levels of available stock to reflect that the material is unavailable while the work order is still in process.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS core system design is to reserve inventory for project (construction) or Work Order (maintenance). The Work Order template configuration includes setting to reserve inventory and equipment.
61	**Inventory Reservation for Multiple Jobs:** The software has the ability to reserve inventory which is anticipated for use on multiple construction or maintenance jobs which are part of a single work order. the ability to separate material by the job in the WO is requested. It is able to adjust levels of available stock to reflect that the material is unavailable while the work order is still in process.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS takes advantage of generating Work Orders from designated templates. Project and/or multi-job Work Order templates can be created and configured to reserve and secure inventory for these type of work orders.
62	**Material Cost Tracking:** The software has the ability to track material costs using separate methods for each inventory item including First-in-First-out, Last-in-First-out, and Average.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS support FIFO, LIFO, CWA inventory costing methods.
63	**Warehouses:** The software has the ability to track inventory levels across multiple warehouses.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS support multiple warehouses and storerooms within warehouse. Accurate location to shelf and bin.

Line Items	Product Attributes		Feature Availability Status	Support By: Asset Management, GIS, WOMS, Other	Additional Software or Hardware Module Required to Support this Requirement	Comply	Partial Compliance to Requirement	Do Not Comply to this Requirement	Included in Base Response	Additional Cost to Comply with Requirement	Supplier Comments
			Accepted Answers to Cells Below:								
			Production Roadmap Item Testing/Pilot Other	Asset Management GIS WOMS Other	Yes No	"X"	"X"	"X"	Yes No	Indicate Cost	Free Form
64	**Equipment Life Cycle Location Tracking:** The software has the ability to track the date and installation location of pieces of equipment which are commonly re-used at a utility such as transformers and meters. It can provide reports of when and where a particular device was installed and/or located in various warehouses.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS Inventory Management screen, features tab driven drill-down and location is available. Note: Users may elect to have a GIS panel in the fourth node and see location on map while viewing details or reviewing items in Inventory Management screen.
65	**Stock Level Management:** The software allows users to define re-order levels for each assembly and inventory item separately. It has the ability to notify users of low stock levels via e-mail and by running a report.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS support stock level triggers and includes fast moving inventory algorithm for additional inventory ordering support and management.
Time Tracking											
66	**General Time Tracking:** The software has the ability to track time for all employees in the utility, regardless of whether or not the work they are performing is associated with projects tracked by this software.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS core design is to track all time (labor) of staff, whether associated to Work Orders or not.
67	**Category Allocation:** The software allows employess to allocate time to any cost category identified in the utility's accounting payroll software, regardless of whether or not the cost category is associated with a work order managed by the asset management software.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS is designed for integration to HR, payroll and ERP systems, as such the data tables are designed to replicate cost categories or accounting codes to work and time spent. These are rolled up in MaintStar EAMS budget/fiscal planning module and available to external systems via the API.
68	**Cost Determination:** The software has the ability to receive labor costs for all employee time entries from the utility's payroll accounting software.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS can receive appropriate labor costs/rates from integrated connection the payroll accounting system.
69	**Automatic Work Orders Allocation:** The software has the ability to automatically allocate costs associated with time entered to a work order being managed by the software.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS will automatically calculate costs from the associate time spent on work order.
70	**Entry Comments:** The software has the ability to allow and enforce comments for each timesheet entry.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS core design supports entry comments, which can be set to required (and identified as such on the user workspace).
71	**Overtime:** The software has the ability to identify which daily or weekly hours are associated with overtime for non-exempt employees.		Production	System-wide	No	X			Yes	No Cost	MaintStar is designed to set holidays and base rates on overtime or determine if assigned personnel is exempt or non-exempt.

City of Bentonville
RFP-25-37
Assest Management Functional Requirements

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			Accepted Answers to Cells Below:								
			Production Roadmap Item Testing/Pilot Other	Asset Management GIS WOMS Other	Yes No	"X"	"X"	"X"	Yes No	Indicate Cost	Free Form
72	**Time Submission (1):** The software has the ability to allow supervisors to approve timesheets before they are submitted to the utility's accounting payroll.		Production	System-wide	No	X			Yes	No Cost	Supported. This workflow may be configured.
73	**Time Submission (2):** The software has the ability to allow supervisors to approve timesheets and submit directly to the Executime time management software.		Production	System-wide	No	X			Yes	No Cost	Supported. This workflow can be supported and part of the integration specification to the Executive Time Management module.
Compatibility and Data Access											
74	**Esri Foundation**: The software shall support editing through Esri's ArcGIS platform.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS offers standard, bi-directional integration with ESRI ArcGIS. Integration supports editing.
75	**ArcGIS Desktop Editing**: The system is compatiable for use of Esri's ArcGIS Desktop for editing.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS offers standard, bi-directional integration with ESRI ArcGIS. Integration supports editing.
76	**ArcGIS Pro Editing**: The system is compatiable for use of Esri's ArcGIS Pro for editing.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS offers standard, bi-directional integration with ESRI ArcGIS. Integration supports editing.
77	**Esri Attribute Editing:** The software has the ability to allow users with appropriate rights to edit attributes within the Esri database.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS privileges can be set for user role to include ESRI attribute editing.
78	**Access to Asset History:** The software allows access from Esri to visualize any data stored in the asset management system's database.		Production	System-wide	No	X			Yes	No Cost	MaintStar ESRI integration is bi directional, and the asset full history is available to ESRI, and full ESRI record available from EAMS.
79	**Non-GIS Assets:** The software has the ability to perform all maintenance and inspection activities for assets not included in GIS such as vehicles and facilities.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS core feature allows for non-GIS based assets, or assets with non-fixed geo-spatial information to be supported in all work order management operations.
80	**SQL Database:** The software allow access from any tool capable of accessing a SQL database to any data stored in the asset management system.		Production	System-wide	No	X			Yes	No Cost	MaintStar EAMS is hosting on AWS GovCloud and the database connection is made through the REST API. Access to the database in via REST API, to maintain cyber and security integrity. Reports can be configure to export data from MaintStar for a local copy and MaintStar License Services Agreement provides for this.

City of Bentonville
RFP-25-37
Asset Management Integration Requirements

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			Supplier Response Fields									
			Accepted Answers to Cells Below:									
			Production Roadmap Item Testing/Pilot Other	Asset Management GIS WOMS Other	MultiSpeak API Flat File Custom Other	Yes No	"X"	"X"	"X"	Yes No	Indicate Cost	Free Form
GIS Interface Capabilities												
1	**Feature Locations:** The system provides an interface able to import all spatial data from Esri for any features.		Production	System-wide	API	No	X				$0.00	Standard, default no cost integration.
2	**Additional Map Layers:** The system provides an interface able to import additional map layers such as base layers from a Esri.		Production	System-wide	API	No	X				$0.00	Standard, default no cost integration.
3	**Customer Information Import:** The system provides an interface to importing customer name, address, contact information and meter number from the GIS system.		Production	System-wide	API	No	X				$0.00	Standard, default no cost integration.
4	**Asset Management Data Accessibility:** The system provides an interface able to allow Esri to visualize data stored within the asset management system.		Production	System-wide	API	No	X				$0.00	Standard, default no cost integration. ESRI GIS interface available on any workspace.
General Ledger Interface Capabilities												
5	**Work Order Exchange:** The system provides an interface which can be used to allow the accounting and asset management softwares to exchange lists of existing work orders.		Fee Based Integration Option	System-wide	API	No	X				MaintStar is proposing a Lump Sum Fee for all integration. See Cost Section.	MaintStar retains three integrations engineerrs for integration and are experienced with Tyler Munis. The specification will be mutually agreed to at the project start. Please see details in the Implementation plan section in this response.
6	**Job Cost Transfer:** The system provides an interface capable of transferring material, labor and equipment costs associated with a job to the **Tyler Munis** general ledger system.		Fee Based Integration Option	System-wide	API	No	X				MaintStar is proposing a Lump Sum Fee for all integration. See Cost Section.	MaintStar retains three integrations engineerrs for integration and are experienced with Tyler Munis. The specification will be mutually agreed to at the project start. Please see details in the Implementation plan section in this response.

City of Bentonville
RFP-25-37
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			Supplier Response Fields									
			Accepted Answers to Cells Below:									
			Production Roadmap Item Testing/Pilot Other	Asset Management GIS WOMS Other	MultiSpeak API Flat File Custom Other	Yes No	"X"	"X"	"X"	Yes No	Indicate Cost	Free Form
7	**New Equipment & Retirement**: The system provides an interface which supports allocating costs transferred to the **Tyler Munis** general ledger separately for new equipment and for retirements.		Fee Based Integration Option	System-wide	API	No	X				MaintStar is proposing a Lump Sum Fee for all integration. See Cost Section.	MaintStar retains three integrations engineerrs for integration and are experienced with Tyler Munis. The specification will be mutually agreed to at the project start. Please see details in the Implementation plan section in this response.
CIS Interface Capabilities												
8	**Customer Information Import**: The system provides an interface to importing customer name, address, contact information and meter number from the utility's CIS system.		Fee Based Integration Option	System-wide	API	No	X				MaintStar is proposing a Lump Sum Fee for all integration. See Cost Section.	MaintStar integration engineers have years of CIS integration experience, and our references include clients with CIS integration.
9	**Billing Read**: The system provides an interface for transferring a meter billing read to the CIS system.		Fee Based Integration Option	System-wide	API	No	X				MaintStar is proposing a Lump Sum Fee for all integration. See Cost Section.	MaintStar has this specific experience, please see references and deployment details.
10	**Service Orders Receipt**: The system supports an interface with the utility's CIS that is able to receive service orders generated in the CIS in order for crews to perform work on the service order.		Fee Based Integration Option	System-wide	API	No	X				MaintStar is proposing a Lump Sum Fee for all integration. See Cost Section.	MaintStar has this specific experience, please see references and deployment details.
11	**Service Order Updates**: The system provides an interface for updating the CIS on the status of a service order including job assignment, estimated job completion time and job completion.		Fee Based Integration Option	System-wide	API	No	X				MaintStar is proposing a Lump Sum Fee for all integration. See Cost Section.	MaintStar has this specific experience, please see references and deployment details.
Interface to Inventory & Work Orders												
12	**Materials Access:** The system provides an interface which allows external systems to retrieve a list of inventory items and assembly units managed in the software's inventory module.		Custom Integration can be provided.	System-wide	API	No	X				MaintStar can quote based on specifications.	MaintStar EAMS REST API allows for full bi-directional integration for Materials Access.
13	**Material Information:** The system provides an interface which allows an external system to access information about inventory items including description, FERC code, manufacturer and model number.		Custom Integration can be provided.	System-wide	API	No	X				MaintStar can quote based on specifications.	MaintStar EAMS REST API allows for full bi-directional integration for Materials Information

City of Bentonville
RFP-25-37
Asset Management Integration Requirements

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			Supplier Response Fields									
			Accepted Answers to Cells Below:									
			Production Roadmap Item Testing/Pilot Other	Asset Management GIS WOMS Other	MultiSpeak API Flat File Custom Other	Yes No	"X"	"X"	"X"	Yes No	Indicate Cost	Free Form
14	**Material Cost:** The system provides an interface which allows an external system to access costs for inventory items and assemblies.		Custom Integration can be provided.	System-wide	API	No	X				MaintStar can quote based on specifications.	MaintStar EAMS REST API allows for full bi-directional integration for Materials Costs.
15	**Work Order Push**: The system provides an interface which allows an external system to request work orders for a job managed outside of the asset management system.		Custom Integration can be provided.	System-wide	API	No	X				MaintStar can quote based on specifications.	MaintStar EAMS REST API allows for full bi-directional integration for Work Order Push.
16	**Work Order Pull**: The system provides an interface which allows an external system to supply a work order for a job managed outside of the asset management system.		Custom Integration can be provided.	System-wide	API	No	X				MaintStar can quote based on specifications.	MaintStar EAMS REST API allows for full bi-directional integration for Work Order Pull.
16	**Work Order Materials Import**: The system provides an interface which allows an external system to provide a list of materials (inventory and assembly units) to be associated with a work order.		Custom Integration can be provided.	System-wide	API	No	X				MaintStar can quote based on specifications.	MaintStar EAMS REST API allows for full bi-directional integration for Work Ordr Materials Data Import.
Payroll System Interface												
17	**Payroll Cost Import:** The system supports an interface to receive labor costs for standard time and overtime from the utility's accounting payroll software for each employee.		Custom Integration can be provided.	System-wide	API	No	X				MaintStar can quote based on specifications.	MaintStar EAMS REST API allows for full bi-directional integration for Work Ordr Materials Data Import.
Fuel Tracking Software												
18	**GasBoy:** The system provides an interface with the utility's GasBoy system to receive truck #, employee #, fuel type, mileage		Fee Based Integration Option	System-wide	API	No	X				MaintStar is proposing a Lump Sum Fee for all integration. See Cost Section.	MaintStar has this specific experience, please see references and deployment details.
19	**Maintenance Records:** The system is capable of capturing maintenance information.		Fee Based Integration Option	System-wide	API	No	X				MaintStar is proposing a Lump Sum Fee for all integration. See Cost Section.	MaintStar has this specific experience, please see references and deployment details.

City of Bentonville
RFP-25-37
Asset Management Integration Requirements

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Line Items	Product Attributes		Feature Availability Status	Support By: Asset Management, GIS, WOMS, Other	Type Of Integration Used LIST ALL	Additional Software or Hardware Module Required to Support this Requirement	Comply	Partial Compliance to Requirement	Do Not Comply to this Requirement	Included in Base Response	Additional Cost to Comply with Requirement	Supplier Comments
			Accepted Answers to Cells Below:									
			Production Roadmap Item Testing/Pilot Other	Asset Management GIS WOMS Other	MultiSpeak API Flat File Custom Other	Yes No	"X"	"X"	"X"	Yes No	Indicate Cost	Free Form
20	**Purchasing Records:** The system is capable of capturing purchasing information.		Fee Based Integration Option	System-wide	API	No	X				MaintStar is proposing a Lump Sum Fee for all integration. See Cost Section.	MaintStar has this specific experience, please see references and deployment details.
21	**Warranty Records:** The system is capable of capturing warranty information.		Fee Based Integration Option	System-wide	API	No	X				MaintStar is proposing a Lump Sum Fee for all integration. See Cost Section.	MaintStar has this specific experience, please see references and deployment details.
811 Integration												
19	**811 Integration:** The system provides an interface to the 811 system for receiving requests and providing status information back to the requestors on the status of their marking.		Fee Based Integration Option	System-wide	API	No	X				MaintStar is proposing a Lump Sum Fee for all integration. See Cost Section.	MaintStar retains three integrations engineerrs for integration and are experienced with 811 interfacing. The specification will be mutually agreed to at the project start. Please see details in the Implementation plan section in this response.
20	**Korterra Integration:** The system provides an interface to the Korterra Locate system for status information back to the WO for status updates.		Fee Based Integration Option	System-wide	API	No	X				MaintStar is proposing a Lump Sum Fee for all integration. See Cost Section.	MaintStar retains three integrations engineerrs for integration and are experienced with underground asset protection, The specification will be mutually agreed to at the project start. Please see details in the Implementation plan section in this response.



Section 4 – Proposed Work Methodology

City of Bentonville AR

RFP 25-37 – Asset Management System

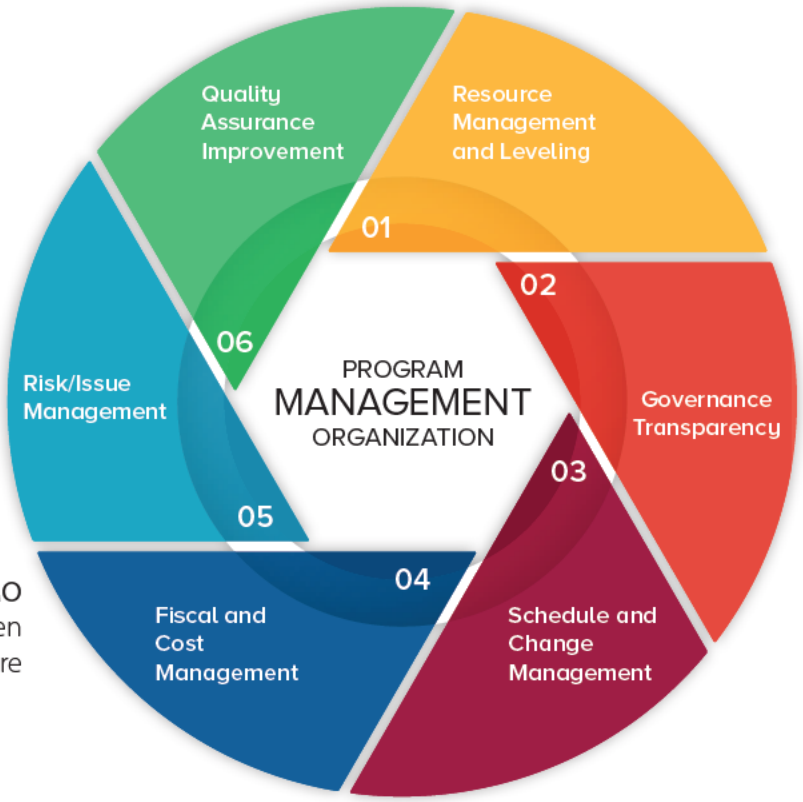


HOLISTIC ASSET MANAGEMENT
ASSET LIFECYCLE MANAGEMENT
REQUESTS • WORK ORDER TRACKING
WORK AND FISCAL PLANNING

The Project Management Standard

MaintStar adheres to the Project Management Institute (PMI, American National Standards Institute (ANSI) standard for Project Management. It is the core reference for all MaintStar deployment projects. While each project is tailored, the highly level best-practices are strictly adhered to. MaintStar maintains multiple certified Project Management Professionals (PMP) for deployment specializing in our our products intended application and installation environment. Our project manager preside over and monitor six areas thorough the project to reduce risk, maintain cadence, and achieve 100% success.

In addition, the PM will enlist MaintStar corporate business units - Resources Manager, Director of Engineering, Transition and Go-Live Manager, Director of Training/Documentation, and ready to deploy additional resources as required. A process known to reduce risk, maintain schedules, and achieve 100% success.



MaintStar PMO
Project Management Based on Proven ANSI and PMI Standards and Structure

PM will engage with City of Bentonville stakeholders and the MaintStar business units along each touch point. MaintStar Resource Manager, in collaboration with the PM, will ensure adequate resources (tools, staffing, recruiting, finance, development) are available at each point in the program's master schedule (resource leveling and smoothing).

Governance will include a proper organizational structure and the proper tools to maintain a repository and system of record for the program. All MaintStar programs incorporate a collaborative Project Management Tool (project master schedule) to track schedules, deliverables, and milestones.

Fiscal management starts with securing adequate financial resources from initial deployment through system transition activities. Fiscal management continues through the application of cost controls throughout the program duration and contributes to MaintStar highly competitive firm fixed pricing.

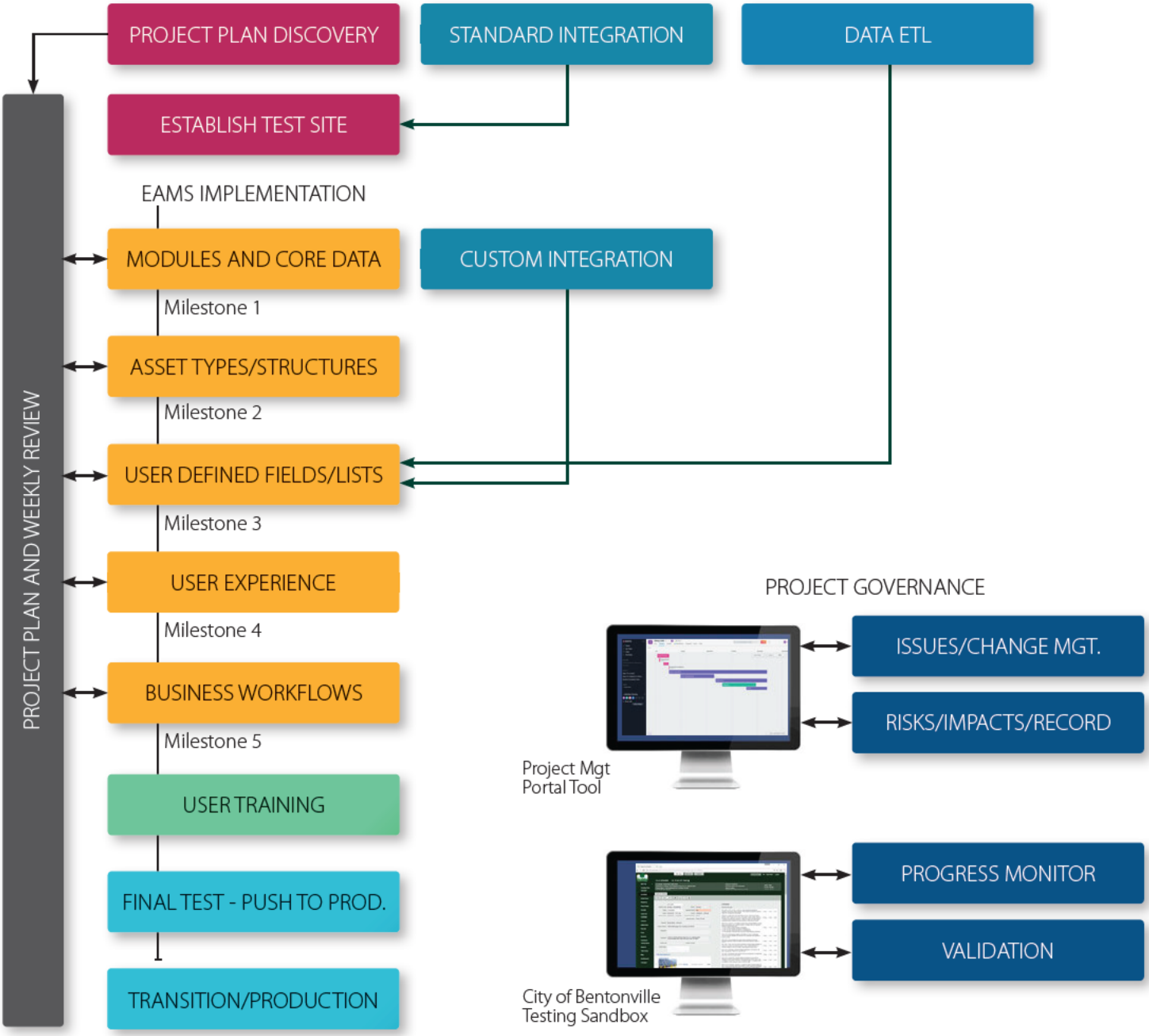
MaintStar engages in a Continuous Improvement Initiative (CII) and all programs/projects are subject to quality audits (QM) by an independent employee. Application of a CII through proper PM documentation and monitoring of KPIs provides comprehensive quality controls (audited checks and balances).

EAMS - Implementation Roadmap

MaintStar EAMS deployment follows a well-structured methodology. MaintStar approach to the Enterprise Asset Management deployment projects follows ten (10) phases with concurrent operations for integrations (custom and default) and data ETL. The Project Roadmap below illustrates the project from a high-level - including all components. MaintStar project management includes project governance (schedule, function, and quality responsibility).

Project Management - Governance

It is important that proper expectations are set from the beginning. Both teams have definitive time (response burden) and management responsibilities during the project implementation, training, and testing. MaintStar works closely with the customer team members during the entire process. Managing projects for over thirty years we discover the most important key to success is consistent team participation and communications.



Discovery, Planning and Gap Analysis

Discovery

MaintStar starts with a comprehensive discovery and planning process. The Project Manager will meet with City of Bentonville stakeholders for an operational assessment. The objectives of this assessment are to understand the details of the operation and clarify software requirements against the day-to-day operations. MaintStar will identify the primary needs of deployment to maximize system functionality, minimize manual processing, and identify any gaps that need to be closed in MaintStar implementation.

Gap Analysis - Project Plan

Maintstar approach to GAP analysis follows the traditional four-step process to achieve ideal results. The analysis will finish with a Gap Close Plan to document and include in the Project Plan.

1. Assessment of the City of Bentonville Operations, Business Structure, Automation/Workflow, and Objectives (this includes changes to business processes and planned enhancements). To adequately determine corrections, the analysis structure identifies data, usage, and process gaps using qualitative and quantitative assessments.

2. Identify and document all gaps

3. Data and usage gaps are analyzed, along with identification and documentation of any product optimization or unusual configurations required in MaintStar EAMS necessary to close or correct any gaps identified in step two.

4. Process gaps are analyzed, along with identification and documentation of any business rules, workflows, automation, or procedures required to close or correct any remaining process gaps or to incorporate business enhancements. This step may include mutual agreement on enhancements a organization workflow adjustments.

Once the Gap Analysis is complete, our team will summarize recommendations and create a Gap Close Plan to bridge gaps. Review of the Gap Close Plan continues with City of Bentonville stakeholders and the MaintStar project team until reaching a mutual agreement. To maintain a system of record, the Gap Analysis becomes a permanent record/file in the Project Management System, and available throughout the entire project.

Communications Plan

Clear communications are integral to MaintStar's policy of maintaining client transparency across all aspects of the Program Management. The Project Manager is always available to the City of Bentonville Project Team, to ensure that any team member(s) is accessible to provide guidance/recommendations, address questions/concerns, support reviews/ analysis, and develop/review documentation such as reports, O&M instructions, and training plans. Project Management Plans include the Requirements Traceability Matrix (RTM), Specifications for Custom Integration, Integrated Project Schedule, and Forms and Report Inventory. In addition to emails, phone calls, and in-person visits (scheduled and unscheduled), the Project Management Tool (PMT) enhances communications and transparency..

System of Record - Project Management Tool (PMT)

MaintStar deploys a collaborative Project Management Tool (PMT) to enhance communications, deliverables, and the productivity of the weekly conference calls. The PMT is a web-based collaborative system. Contractor and customer teams will have access to the project folders, file exchange, contribute comments, upload deliverables, and visibility into the project at any time of the day. The PMT maintains a real-time schedule (timeline)with milestones that all team members see upon logging in. The PMT provides a system of record, including an audit of Organization Change Management (OCM).

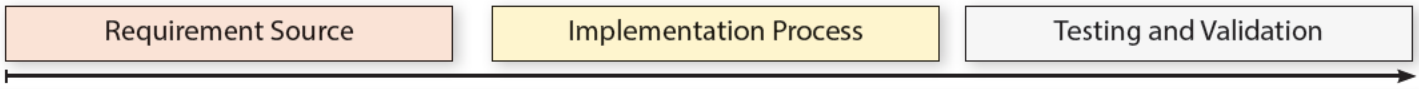
Throughout the implementation process, the PM will hold weekly web conferences. All City of Bentonville stakeholders are invited with Subject Matter Experts to discuss specific topics for the conference. The PMT allows participants to join conferences prepared with project status and deliverables before the web conference for efficiency.

Requirements Traceability Matrix

The City of Bentonville Statement of Objectives and Scope of Work will be the foundation of the Project Plan and the Requirements Traceability Matrix (RTM). The RTM establishes the metrics for acceptance validation and testing. The RTM is a MaintStar Project Plan document maintained in the PMT for transparency and a system of record. Any change to the RTM throughout deployment and implementation is subject to Organization Change Management (OCM) and approval (transparency).

The RTM provides transparency and traceability from original requirements to production. The RTM provides an accounting for every requirement. An illustration of an RTM excerpt for Arlington County is below.

Requirements Traceability Matrix								
Project Name		Arlington County EAMS						
Project ID:		212						
City of Bentonville Requirements Document (CRD)		MaintStar Project Plan (MPP)			Test Case Document (TCD)			
CR_ID	CR_User Case	PP_ID	PP_User Case	OCM_ID	Test Case ID	Documents	Status	Comments
A-1	Tracking of the fleet must include the ability to add, edit and remove vehicles and other equipment from the database.	PP 1	Validate asset add, edti and remove vehicle assets.	None	001	ø	Pass	No cnf. needed
A-2	Work Orders: The system must accommodate the creation and update of work orders for vehicles added to the database	PP2	Validiate WO creation and update for vehicles in DB.	None	002	√	Pass	No cnf. needed
A-3	Inventory: The system must allow adding to and editing of the automotive parts inventory, both at a computer and from a mobile device.	PP3	Validate inventory add and edit of parts to WO, from desktop and mobile	None	003	√	Pass	No cnf. needed
A-4	Reporting: The system must generate and create ad hoc, customizable, and vendor-provided reports regarding fleet assets.	PP4	Validate standard, customization and ad hoc reporting.	None	004	ø	Not Started	Run test of each report type.

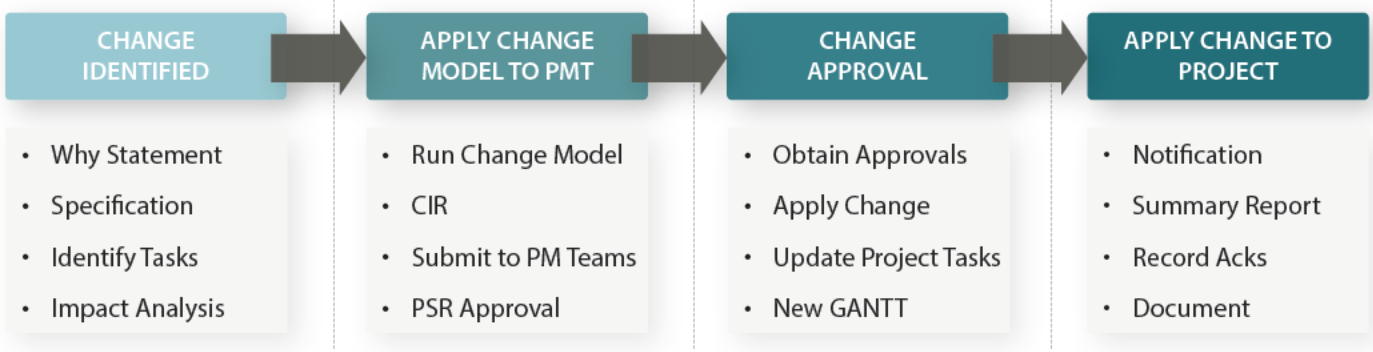


The RTM provides a complete transparent record of requirement through source to testing and validation

Organizational Change Management (OCM)

MaintStar welcomes change. By welcoming changes, the company can focus on accommodating change with an accurately measured response. Our project team will document the change request, including specification(s), Level of Effort (LOE), task lists, and assignments.

Using an effective Project Management Tool (PMT) the team will run the change in a Project Model and generate a Change Impact Report (CIR). The CIR is sent to team stakeholders for approval. Once approved, a new Project Summary Report (PSR) is sent to PM teams, and communications are archived. OCM workflow is illustrated below.through the PMT.



Data ETL

MaintStar Professional Services assigns a Senior Database Engineer (DBE) with twenty-five (25) years of experience to every project implementation. The DBE ensures a documented, smooth, and accurate data transition from the legacy asset data sources to the new MaintStar EAMS.

Our team documents, defines, and populates into the source side of the Data Mapping Document. Source Data is mapping routes to Receive Slots in the MaintStar EAMS Database. Identification of all data orphans (unmapped source fields) takes place. If necessary, our team generates UDFs to accept data orphans.

A complete field Authentication Data Set is added to the source side to validate data map processing.

The team performs the first run of Data ETL to the MaintStar EAMS test environment. MaintStar project team tests and validates against system operation. We anticipate correction through the iteration process, and MaintStar seeks to achieve near perfection.

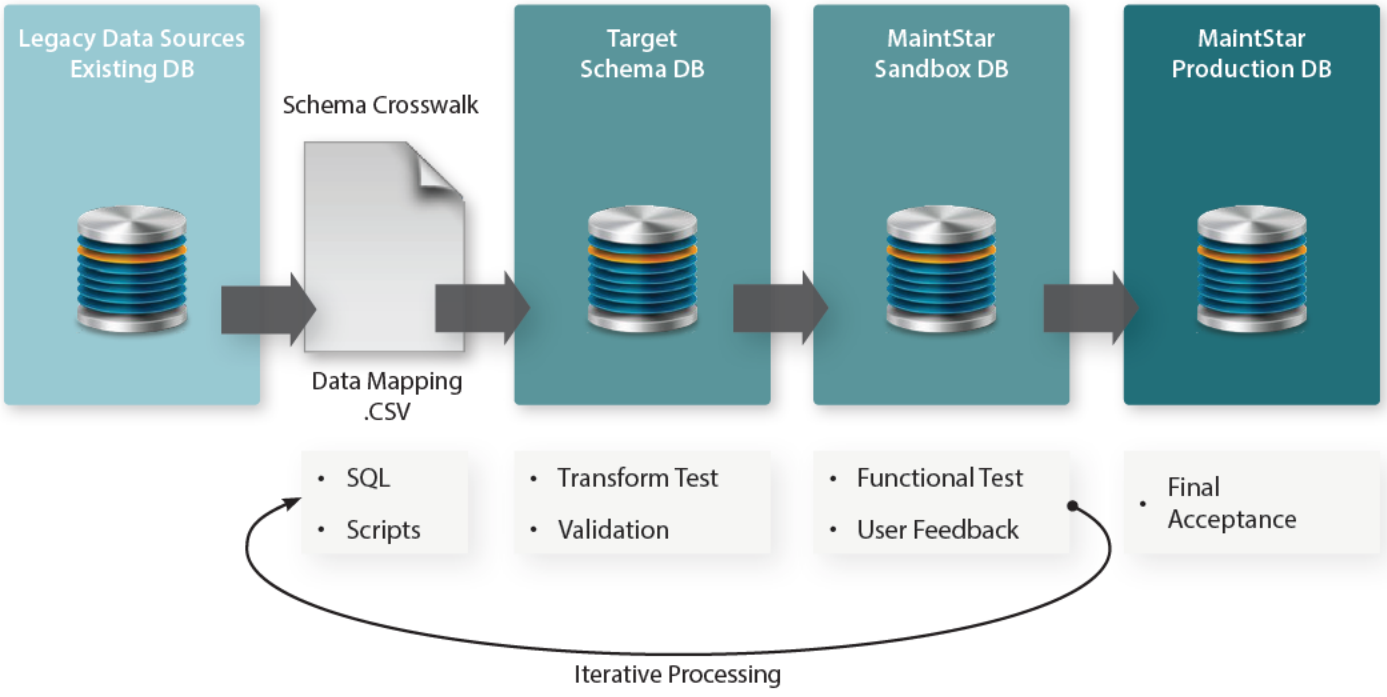
The DBE creates a second-generation mapping document. Our team performs a second run of Data ETL and testing. Replication of the iterative process achieves optimal accuracy and performance. In compliance with ANSI and PMI, all documentation is archived in the PMT. Details of Data ETL workflow are shown below.

Attachment Conversion

Documents and their associated metadata are identified and associated in the Data Mapping Document. MaintStar stores a complete project record of document attachment transition in the PMT.

Retain All Legacy Data

Generally MaintStar recommends to retain all historical data. This means pushing all data into MaintStar EAMS. Data may be migrated but remain 'hidden' from production activities, or purged from the system if City of Bentonville determines historical data becomes a unnecessary liability.

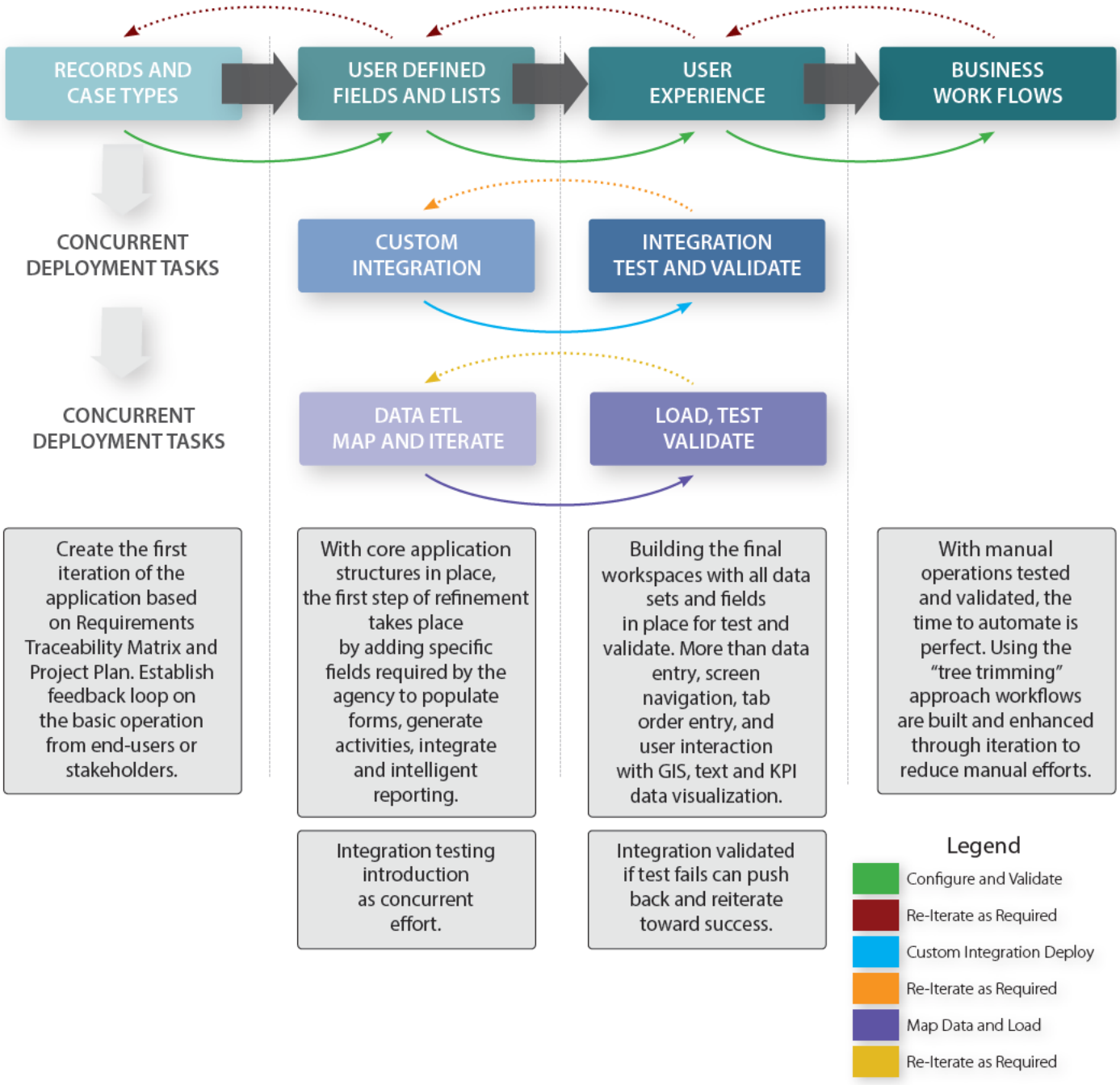


Data ETL Process

Iterative Deployment Propels Continuous Testing

Deploying a new software product from scratch can be challenging. MaintStar uses the proven phased implementation approach to ensure process-specific detail perfection before each subsequent stage (iterative development advantages). All implementation uses a formal sign-off process, defined by the RTM, documented in the Project Management Tool (PMT).

During implementation, the deployment team can return to a prior phase (re-iterate) of the product configuration, correct, and improve. Iterative processing minimizes risk, accommodates rapid changes, and

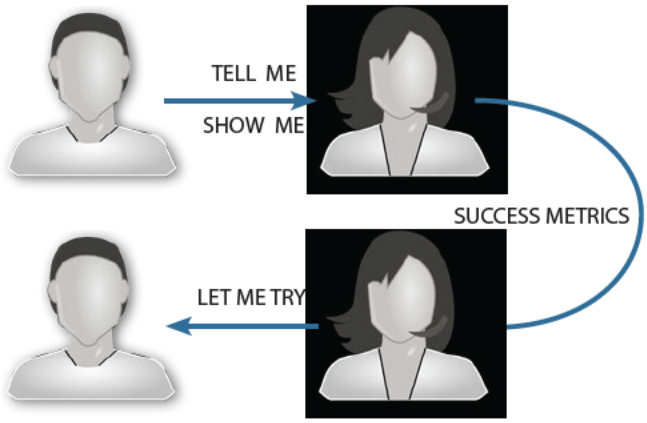


Training and Documentation

The MaintStar training team averages twelve (12) years of Asset and Land management experience and qualifies as domain experts. David McElroy, Training Director, brings twenty (20) years of experience building training courses to optimize product expertise and work productivity.

All training follows the highly respected shadow method (Tell me, Show me, Let me try), which is proven to provide hands-on experience and the acquisition of complex skills. The shadow technique provides both explicit context and meta-knowledge, such as where to find data and information and guide decision-making while using the application.

Shadow methods have advantages, primarily offering students a better understanding of application operation and instructors a measurement of training success. Shown at right.



Shadow Training Method

More on the Benefits of Shadow Learning Model

Training Plan

MaintStar Training Director, David McElroy will consult City of Bentonville to develop a complete training plan. The Training plan will include selection of courses, venue, schedule, documentation and option vide recording. The Training Plan can include a Train-theTrainer course for the County due to the large number of users.

Training Courses are provided on site for enterprise asset management and include these courses:

1. **Staff User Training** - For team members that handle day-to-day production activities (4 hours).
2. **Field User Training** - For team members that operate in the field on mobile devices (2 hours - supplement).
3. **Administration Training** - For users tasked with integration and environment settings, system configuration and customization, and user access (8 hours).
4. **Train the Trainer** - Optional course for clients with large user counts and self-sufficient services (8 hours).

Training Documentation - Knowledge Repository

MaintStar provides all training documentation in PDF and HTML formats. MaintStar encourages unlimited internal distribution and posting on an internal education website for clients to provide continuous user access.

1. MaintStar EAMS Operations Manual
2. MaintStar EAMS Reporting Engine Manual
3. MaintStar EAMS Quick Guides - Specifically Developed for City of Bentonville.

Train-the-Trainer

MaintStar can offer a train-the -trainer, supplement course. The above training course can be video recorded and the video can be retained by the designated trainer.

On Going Training

MaintStar annual support fee includes online web training and access to our website training videos. New users and users requesting training refreshes will not incur additional costs to the agency.

Training Refreshes - New Hires Reassignments

MaintStar supports and suggests training refresh. The Training Team can provide Internet web training as part of the annual recurring support fee - at no extra cost.

Technical Support

MaintStar assigns a Dedicated Support Engineer (DSE) to each client and the support team member becomes closely involved with your staff from the offset. They'll understand how you work and the issues that are likely to arise. They have extensive experience with the MaintStar System and are continuously involved with our programmers through its entire development.

MaintStar DSE can facilitate or assist with any of the MaintStar support services:

1. System Hosting and Infrastructure Support
2. Administrative Support (report creation, forms modification, workflow edit/creation)
3. Ongoing Support of Custom Interfaces
4. Training Refreshes (web training conferences and video training videos)
5. Administrative Support for Configuration Changes and New Functional Deployment

ITIL v4 Problem Resolution Metrics

MaintStar does not rely on any partners or vendors for primary support services and the agency can be assured MaintStar handles all support situations. This speeds problem identification and resolution. Support response SLA standards are below. Service issues may be via toll free call, text to the DSE, or online via the Redmine Ticket System. MaintStar hosting via AWS GovCloud uses Continuous Data Protection, enabling sub-second Recovery Point Objectives (RPOs). Highly automated machine conversion and orchestration to enable Recovery Time Objectives (RTOs) of minutes.

MaintStar ITIL v4 Support Response Metrics	
Support Hours	6 AM - 5 PM PST Monday – Friday
Tier 1 - Critical **Unavailable System**	Response < 15 minutes Resolution < 45 minutes
Tier 1 - Issues	Client may contact their DSE (24x7) for any Tier 1 issue via SMS message
Tier 2 - Crucial **Function Unavailable**	Response < 45 minutes Resolution < 90 minutes
Tier 3 - Support Level **Routine Support**	Response < 120 minutes Resolution < One business day

Software Upgrades - Mission Critical Solution

MaintStar annual Service Agreements include software upgrades. MaintStar major upgrades, released annually, include new EAMS features. Minor upgrades focus on performance, and operation enhancements are released twice a year.

MaintStar LSA guarantees 99.95% uptime/availability. If the customer experiences less than 99.95%, a table of credit is applied based on the uptime delivered. Historical performance far exceed our LSA. MaintStar customers have experienced 99.9996% availability over the last nine (9) years. Total downtime in nine (9) years is less than seventeen (17) minutes, which occurred back in 2017.

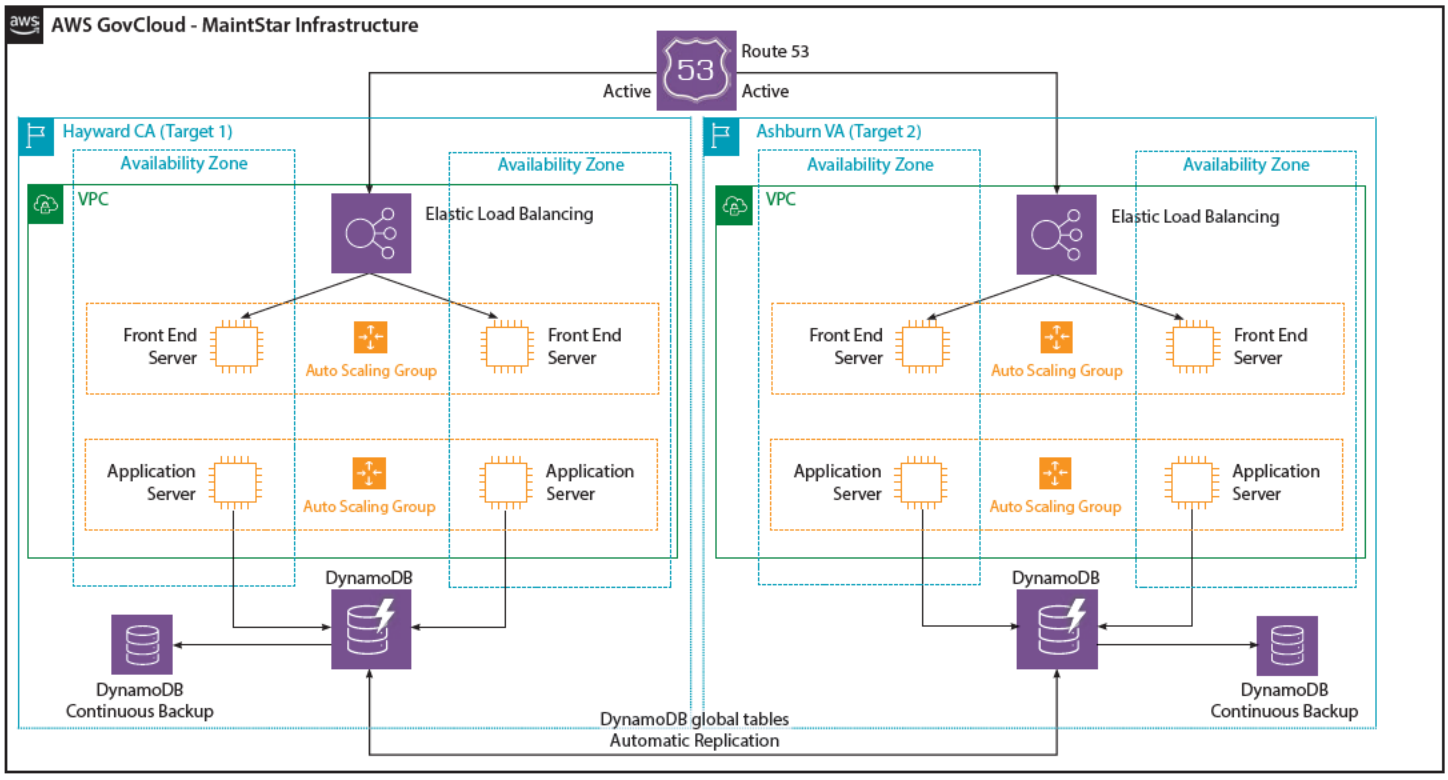
The best approach to disasters is to plan for them in advance. MaintStar has addressed disaster recovery by using a premier AWS GovCloud geo-diverse active-active two-target data center solution. We enhance this with a third database backup sent to the customer on a regular basis. The advantages of our active-active strategy are shown below.

MaintStar EAMS Scalable Infrastructure - AWS GovCloud

MaintStar does not have multi-tenant clients. Every customer provisioning includes unique security enclaves, virtual servers, applications, databases, and IP bandwidth. Each MaintStar customer database is unique, and access is restricted to customer users and our cloud engineers. The same principle applies to the application and server hardware.

MaintStar Infrastructure engineers monitor all environments for speed, capacity, and availability. As the customer deployment grows, the infrastructure engineers will scale bandwidth, CPU overhead, and storage capacity accordingly to maintain a high Quality of Service (QoS). AWS GovCloud allows this without any loss of production or system availability.

MaintStar's selection of AWS GovCloud for client hosting includes increased availability through geo-diverse two data center targets. If a single data center target is unavailable or fails, the second target maintains operation and automatically rebuilds the second target to the last known good data state. Amazon Route 53 Amazon Route 53, a highly available and scalable cloud Domain Name System (DNS), is used for routing. AWS automatically sends requests to the data center that provides the shortest round-trip time providing users nationwide with the fastest (and most scalable) cloud hosting solution.



AWS GovCloud - Mission Critical Cloud Hosting with Scalability

Geo-Diverse Data Centers (Multi-Target)

AWS GovCloud architecture offers the highest availability, data replication, and disaster contingency. All data is replicated to two data center targets which are located in distant locations. Should target A become unavailable, operations continue on target B without interruption or any loss of data. Target B will start creating a rebuilding target A automatically at another designated target location.

This architecture provides historical availability of 99.9995% and offers data resiliency not possible in a single data center in a single geographical location. This solution is FedRAMP certified and is currently the chosen solution by the CIA, FBI, DHS, and DoD.

- No Single Point Failure - Two Target Data Centers
- Geo-Diverse - No Locale Vulnerability
- FedRAMP
- NIST 800-171 Compliance
- CNSS 1253 Compliance
- 99.9996% Availability
- Unique Database
- Unique Server Instances
- Faster Network Speed - Less GeoIP Complexity



Mission Critical Availability

The best approach to disasters is to plan for them in advance. MaintStar has addressed disaster recovery by using a premier AWS GovCloud geo-diverse active-active two-target data center solution. We enhance this with a third database report sent to the customer on a regular basis. The advantages of our active-active strategy are shown below.

active-passive			active-active
Backup and Restore	Pilot Light	Warm Standby	Geo-Diverse Two-Data Targets
RPO / RTO Hours	RPO / RTO 10s of Minutes	RPO / RTO Minutes	RPO / RTO Real-time
• Low Priority Apps • After Event Restore • After Restore Backup • Cost $	• Data Live Apps • Services Idle • Provision After Event • Cost $$	• Business Critical Apps • Time to Scale • Provision After Event • Cost $$$	• Mission Critical Apps • Near Zero Data Loss • Zero Downtime • Cost $$$$

MaintStar AWS Mission Critical Hosting Solution

MaintStar LSA guarantees 99.95% uptime/availability. If the customer experiences less than 99.95%, a table of credit is applied based on the uptime delivered. Historical performance far exceed our LSA. MaintStar customers have experienced 99.9996% availability over the last nine (9) years. Total downtime in nine (9) years is less than seventeen (17) minutes, which occurred back in 2017.

Section 5 – Project Team and Timeline

City of Bentonville AR

RFP 25-37 – Asset Management System

HOLISTIC ASSET MANAGEMENT
ASSET LIFECYCLE MANAGEMENT
REQUESTS • WORK ORDER TRACKING
WORK AND FISCAL PLANNING

Project Team - Unified Team Mindset

Value Stream Management - Teaming

Project value stems from successful team building. Reviewing resumes alone does not make a great project team (resume reviews focus on discrete functional success). Unified teams are created by analyzing individual skills in a skills assessment matrix for the project - Unified Team Mindset and Value Streaming process. MaintStar Teams require six (6) years of tenure. Every team member must be capable of performing from four to ten overlapping skill sets necessary for MaintStar EAMS deployment. We follow the respected teaming process called Value Streaming or the Single Team Mindset. Value streaming imparts cost control, enables surge capabilities, creates risk minimalization, and builds teams that come together to provide maximum value to the project and customer, not one for discrete functional success - details on Value Stream Teaming.

Our team tenure/contact table and a comprehensive skills assessment table (in place of resumes) follow. A team jointly contributed to over sixty (60) projects in 2023, a cumulative of over one hundred (100) years of Asset Management experience, and a skills overlay index for the project of 4.1 (minimal risk). Team changes require the customer's prior approval.

Project Team Organization	
Sales Manager Contracting Escalation	Eric Sabato, Vice President of Sales - Asset and Land Management Irvine CA eric@maintstar.com 
Project Manager Full Reach Back	Tony Sheppard, Project Manager EAMS / LMS Irvine CA tony@maintstar.com 
Configuration Deployment Tier I – Integration Team	Vladimir Buskin, Chief Engineer LMS / EAMS Irvine CA vladimir@maintstar.com Anel Begildayeva, Integration Engineering Tier I 
GIS Engineer Data Base Engineer (DBE)	Victor Reinhart, Director GIS Development, LMS / EAMS Irvine CA victor@maintstar.com 
Mobile/Field Apps Engineer	Brett Kolve, Mobile and Field Applications Engineer EAMS Irvine CA brett@maintstar.com 
Director of Training and Transitioning	David McElroy, Director of Training LMS / EAMS Remote OH david@maintstar.com 
Dedicated Support Engineer (DSE)	Kadrick Everson, Senior Technical Support LMS / EAMS Irvine CA kadrick@maintstar.com 

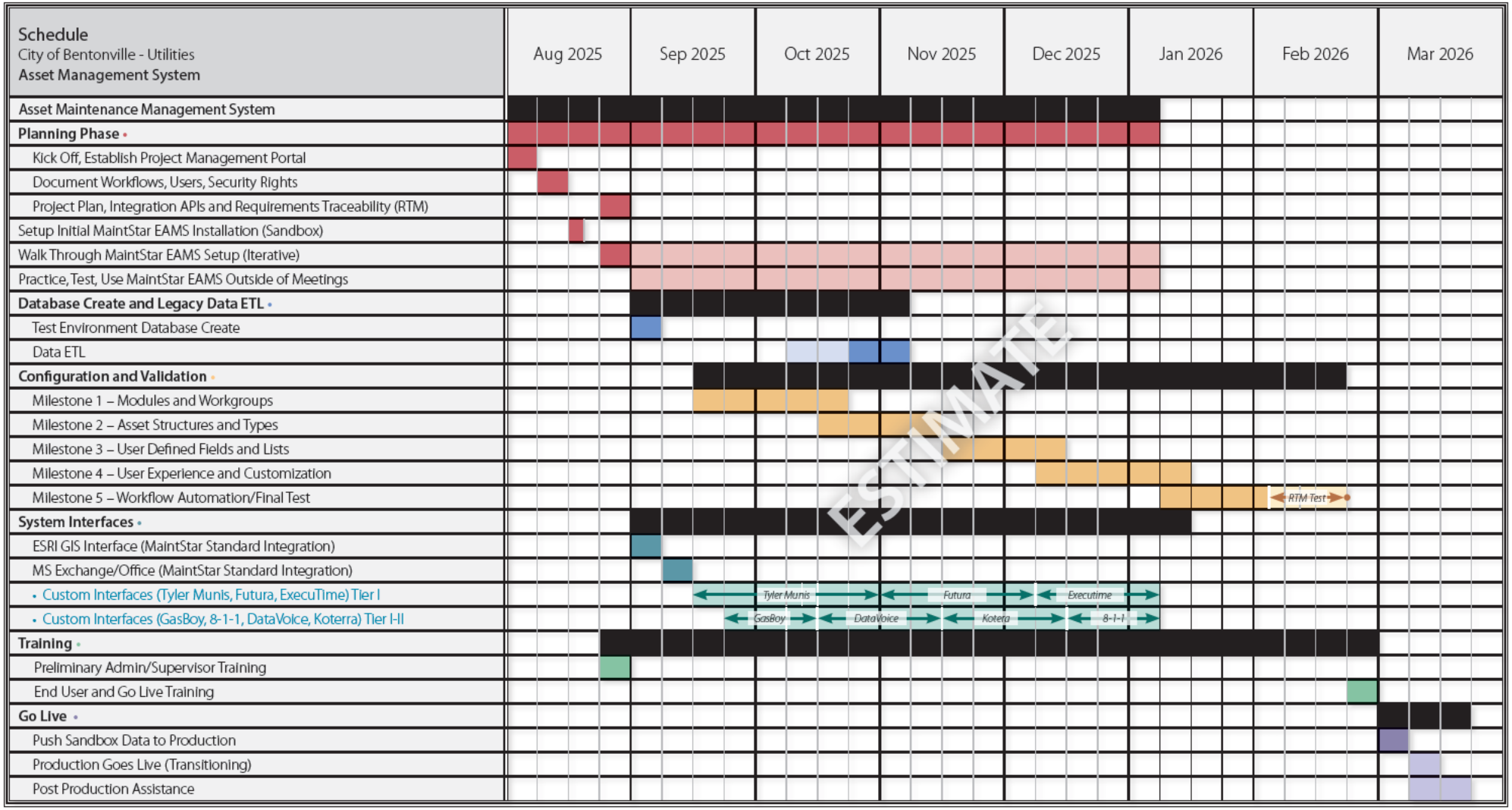
MaintStar Project Team and Skills Assessment

Personnel Name	Role	Education Certifications	MaintStar Years Experience	Career Years Experience	2024 Projects EAMS and LMS	Project Management	Development	Custom Integration	Integration (ESRI and E365)	Configuration Optimization	Data ETL	User Defined Data and Lists	Cloud Infrastructure	Training	Testing and Transition Go Live
Tony Sheppard	Project Manager	B.S., American Military University Charles Town	8	20+	7	√				√				√	√
Vladimir Buskin	Workflows, Configuration Engineer	M.C.S., Informatics and Computer Engineering Moscow	16	18+	11		√	√	√	√	√	√	√		
Anel Begildayeva	Tier I Integration Engineer	B.S., M. Kh. Dulati Taraz State University Taraz	6	7+	5		√	√	√	√	√	√			
Victor Reinhart	GIS Engineer Data ETL	B.S., University of California, Los Angeles	25	25+	11		√	√		√	√	√	√		
Brett Kolve	Mobile/UX Optimize	B.S., Oregon State University, Corvallis	22	25+	7	√	√		√	√		√			
David McElroy	Training and Transition Manager	M.B.A., University of California, Santa Barbara	25	25+	10	√				√		√		√	√
Kadrick Everson	Dedicated Support Engineer (DSE)	B.S., Fullerton College, Fullerton	7	10+	7			√	√	√	√	√	√	√	√
MaintStar Team Cumulative Totals and Skill Resource Overlay (risk index 4.1)			109	130+	58	3	4	4	4	7	4	6	3	3	3

Project Schedule and GANTT Chart

Preliminary project schedule and chart is based on a August 2025 commencement date (based on July award). The estimated completion, including Training, Coaching, and Transition to Production, provides March 2026 Go-Live estimate (30-33 weeks). MaintStar establishes timelines on the requirements, project plan, and over thirty (30) years of similar project experience. These may change with on-site assessments, gap analysis, final project plan definitions, and prompt receipt of deliverables and direction from City of Bentonville

MaintStar's scope includes multiple data conversion iterations (for accuracy and high validation) and our standard Integrations. MaintStar will assign a seven-member deployment team, allowing concurrent work operations (data ETL, configuration, and custom integration overlap).





Section 6 – Subcontracting

City of Bentonville AR

RFP 25-37 – Asset Management System



Sole Prime Contractor Advantage

MaintStar Disclosure No Subcontractors

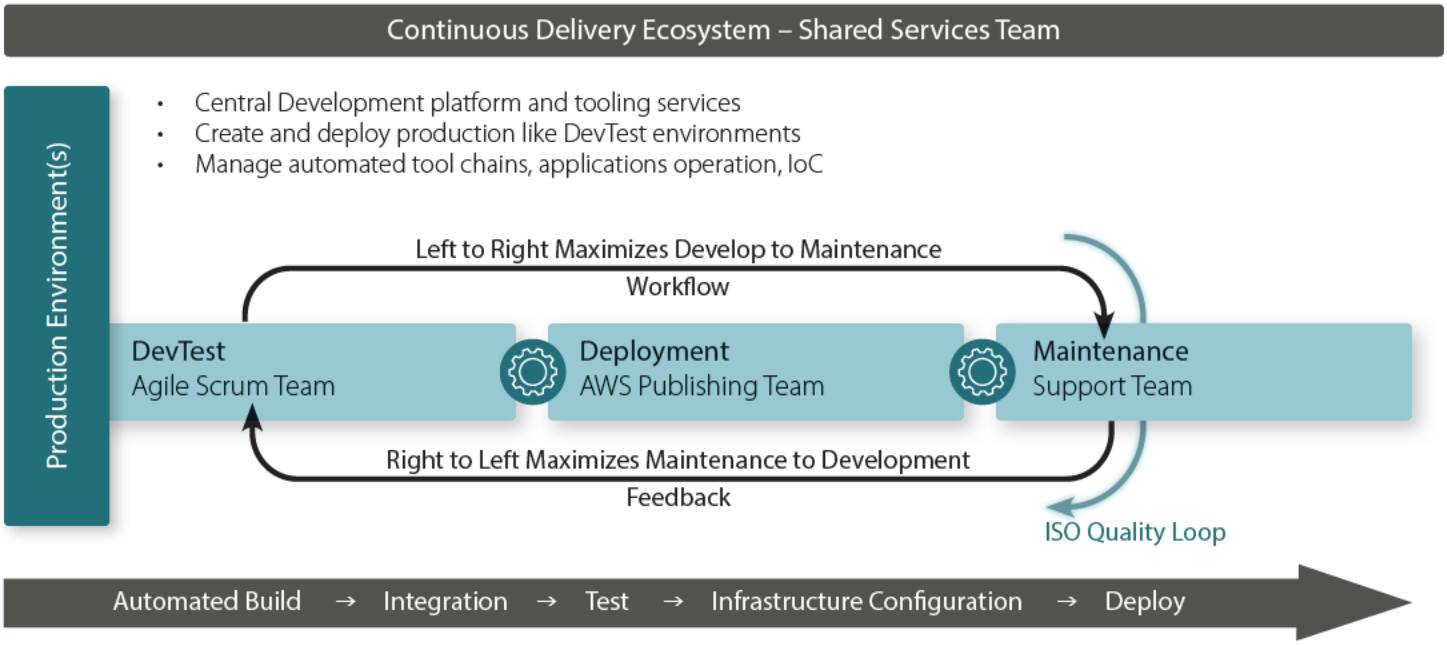
MaintStar has read and reviewed all documents and attachments in this solicitation and takes no exception to the technical services requirements or the professional services requested. All requirements and services can be met as part of our normal business services without the use of subcontractors. Furthermore, no services or support will be outsourced.

Continuous Delivery Ecosystem - The Shared Services Team

The advantage of selecting a sole prime contractor is the deployment of a Continuous Delivery Ecosystem. Development, deployment, and maintenance support are performed under the same corporate umbrella with the same platforms, tools, and processes. The Continuous Delivery Ecosystem provides a continuous communications flow from development to operations (left to right) and operations to development (right to left). See below.

Continuous communications provide the fastest resolution to all issues and the highest level of customer service. Customers can expect a first-call resolution and a higher Quality of Service. Through the native ISO Quality assurance loop, product and support quality is subject to continuous improvement.

Subcontracting breaks development, deployment, and support (operations) under separate corporate umbrellas, disparate tools, and processes. The result is longer resolution times for issues and lower customer Quality of Service.



MaintStar Continuous Delivery Ecosystem Support

The Continuous Delivery Ecosystem is enhanced by Vendor-Hosted Cloud delivery. With the same contractor providing full infrastructure configuration and support, all delivery and issue management is now complete under the Shared Services Model.



Section 7 – Demonstrations

City of Bentonville AR
RFP 25-37 – Asset Management System



HOLISTIC ASSET MANAGEMENT
ASSET LIFECYCLE MANAGEMENT
REQUESTS • WORK ORDER TRACKING
WORK AND FISCAL PLANNING

Demonstrations

MaintStar will provide a live initial thirty (30) minute demonstration as specified. The Live demonstration will be recorded and made available to the City of Bentonville to share accordingly.

Contact to Schedule Initial Live Demonstration (30m)	**John Thomas (Presenter) - Regional Sales Manager** Northeast Regional Sales Manager (314) 620-6391 john@maintstar.com
Participation	**Tony Sheppard - Implementation Project Manager**

MaintStar will provide a final live two (2) hour minute demonstration as specified. The final demonstration will be recorded and made available to the City of Bentonville to share accordingly.

Contact to Schedule Final Demonstration (<120m)	**John Thomas (Presenter) - Regional Sales Manager** Northeast Regional Sales Manager (314) 620-6391 john@maintstar.com
Participation	**Eric Sabato - Vice President of Sales** **Tony Sheppard - Implementation Project Manager**

Section 8 – Cost Proposal

City of Bentonville AR

RFP 25-37 – Asset Management System

HOLISTIC ASSET MANAGEMENT
ASSET LIFECYCLE MANAGEMENT
REQUESTS • WORK ORDER TRACKING
WORK AND FISCAL PLANNING

City of Bentonville
RFP-25-37
Pricing Schedule and Bill of Material Summary

The cells below are linked formulas - do not change.

#	Category	SaaS	On-Premises
1	Software and Servers	$49,500.00	Not Proposed
2	Integration and Testing	$24,500.00	Not Proposed
3	Training, Documentation, and Project Management	$25,500.00	Not Proposed
	Total Upfront Costs	$99,500.00	Not Proposed

4	Total Annual Fees Year 1 - 5	$224,018.75	Not Proposed

City of Bentonville
RFP-25-37
Pricing Schedule and Bill of Material

Instructions:

- **Please return the completed pricing schedule with Vendor response. Only fill out the areas shaded yellow.**
- **Please do not change the format of this form.**
- **Items with a "zero" quantity are not planned to be included in the initial purchase.**
- **Costs should include all software and equipment for complete system installed.**
- **Check formulas in cells to ensure extended costs are accurately stated.**

1	Asset Management Software and Servers - SaaS	Quantity	Each	Extended
1.01	One-Time SaaS System Fees - Software License	1	$49,500.00	$49,500.00
1.02	One-Time SaaS System Fees - Application and Database Server	1	$-	$-
1.03	One-Time SaaS System Fees - Test and Development System / Server (if applicable)	1	$-	$-
1.04	One-Time SaaS - Incremental Asset Endpoint / Device license fees (if any)	1	$-	$-
1.05	One-Time SaaS - Database license fee (Indicate Oracle or SQL)	1	$-	$-
1.06	One-Time SaaS - Asset Managementl Mobile Application	1	$-	$-
1.07	One-Time SaaS - Per User Setup Fees (if applicable)	1	$-	$-
1.08	One-Time SaaS - Per User Setup Fees (if applicable)	1	$-	$-
1.09	Other	1	$-	$-
	Total Customer Portal Software & Servers	9		$49,500.00

City of Bentonville
RFP-25-37
Pricing Schedule and Bill of Material

2	INTEGRATION and TESTING	Quantity	Each	Extended
2.01	System Acceptance Testing (SAT)	1	$-	$-
2.02	Interfaces for Purchaser's ERP - Tyler MUNIS	1	$24,500.00	$24,500.00
2.03	Interfaces for Purchaser's CIS - Central Square (TBD Potential Replacement)	1	$-	$-
2.04	Interfaces for Purchaser's CIS - TBD - Pending a Replacement	1	$-	$-
2.05	Interfaces for Purchaser's GIS - Futura	1	$-	$-
2.06	Interfaces for Purchaser's Staking - Futura	1	$-	$-
2.07	Interfaces for Purchaser's Fuel Tracking - GasBoy	1	$-	$-
2.08	Interfaces for Purchaser's Locates - Korterra	1	$-	$-
2.09	Interfaces for Purchaser's Locate Requests - 811	1	$-	$-
2.1	Interfaces for Purchaser's OMS - DataVoice	1	$-	$-
2.11	File Exchange Intereface for Executime	1	$-	$-
2.12	Interfaces Cost Estimate of Other Systems not Listed, but recommended	1	$-	$-
	Total Installation and Testing - Asset Management	**12**		**$24,500.00**

City of Bentonville
RFP-25-37
Pricing Schedule and Bill of Material

3	TRAINING, DOCUMENTATION, and PROJECT MANAGEMENT	Quantity	Each	Extended
3.01	Field Hardware Training & Computer Training, Special Report Generation (Turnkey training: including labor and travel expenses, etc.)	1	$6,500.00	$6,500.00
3.02	System Documentation Manuals, CDs, etc.	1	$-	$-
3.03	Project Management	1	$19,000.00	$19,000.00
3.04	Other costs as defined by Vendor		$-	$-
3.05	Other costs as defined by Vendor		$-	$-
3.06	Other costs as defined by Vendor		$-	$-
	Total Training, Documentation, and Project Management	3		$25,500.00

Total:	$99,500.00

ANNUAL COSTS (recurring costs)

4	ANNUAL SYSTEM COSTS - SaaS	Quantity	Each	Extended
4.01	Annual SaaS System Support Costs for Software & Licensing for Year 1	1	$-	$-
4.02	Annual SaaS System Support Costs for Integration for Year 1	1	$-	$-
4.03	Annual SaaS System Support Costs Mobile Application for Year 1	1	$-	$-
4.04	Total Annual SaaS Fees Proposed for Year 2	1	$51,975.00	$51,975.00
4.05	Total Annual SaaS Fees Proposed for Year 3	1	$54,573.75	$54,573.75
4.06	Total Annual SaaS Fees Proposed for Year 4	1	$57,302.44	$57,302.44
4.07	Total Annual SaaS Fees Proposed for Year 5	1	$60,167.56	$60,167.56
	Total Annual Costs	7		$224,018.75

TOTAL ANNUAL COSTS	$224,018.75

MaintStar EAMS – First Year Investment

City of Bentonville AR – Software License Vendor Hosted

Software Licensing	MaintStar EAMS - Enterprise Asset Management
First Year SaaS and Hosting Enterprise Asset Management System • Asset Management (Utilities) • Asset Management (Fleet) • Asset Management (Facilities) • Preventative Maintenance/Inspections • Work Request/Work Order Management • Inventory, Materials and Procurement Management • Project Management - Budget and Forecasting • Reports and KPI Dashboards • MaintStar Mobile	$ 49,500.00 Enterprise Site License (unlimited users)
MaintStar EAMS Service Request Portal	Included
Total Software Licensing Costs	$ 49,500.00

City of Bentonville AR – Implementation

Professional Services	MaintStar EAMS - Enterprise Asset Management
Project Management	$ 19,000.00
Operational Assessment and Gap Analysis City Operational Assessment, Gap Analysis, Project Plan	No Charge/Included
Configuration and Implementation System Setup/Config, Forms, Notifications, Screens	No Charge/Included
Data ETL Iterative Testing and Validation - Legacy Data ETL	No Charge/Included
On Line Web Training and Documentation 40 Hours Training - Staff, Field and Administration Courses	$ 6,500.00 (on site training optional)
Total Professional Services Costs	$ 25,500.00

City of Bentonville AR – Standard MaintStar Interfaces *

Interface Development Services	MaintStar EAMS - Enterprise Asset Management
ESRI ARcGIS Multiple layer, GIS Service - Bi-Direction	Standard Interface
Microsoft Exchange/Office 365	Standard Interface
Microsoft AD SSO	Standard Interface
Custom Interfaces Lump Sum Price for ten (10) interfaces - page 72	$ 24,500.00
Total Agency Interface Costs	$ 24,500.00

City of Bentonville AR – Total First Year Total Cost

Total First Year Outlay	MaintStar EAMS - Enterprise Asset Management
MaintStar EAMS Total First Year Costs	$ 99,500.00

Single Annual Recurring

City of Bentonville AR – SaaS, Hosting, Support, Integration Support, Upgrades and Training Refresh*

Annual Fees - 5 Year	MaintStar EAMS - Enterprise Asset Management
Single Annual Recurring Fee Year Two - License, Hosting, Support, Upgrades, Web Training	$ 51,975.00
Single Annual Recurring Fee Year Three - License, Hosting, Support, Upgrades, Web Training	$ 54,573.75
Single Annual Recurring Fee Year Four - License, Hosting, Support, Upgrades, Web Training	$ 57,302.44
Single Annual Recurring Fee Year Five - License, Hosting, Support, Upgrades, Web Training	$ 60,167.56
Total Recurring Costs Years 2-5	$ 224,018.75

* CPI calculated at current published CPI ~ 5.0% per annum used for reference.

Payment Milestones

City of Bentonville AR – Payment Milestones

Milestone	MaintStar EAMS - Enterprise Asset Management
Project Commencement 95% Due at Project Commencement	$ 49,500.00
Project Holdback 25% Due at completion of Data ETL	$ 25,000.00
Project Holdback 25% Due at completion of Push to Production	$ 25,000.00
Total First Year	$ 99,500.00

On Going Annual Fee	MaintStar EAMS - Enterprise Asset Management
First Year Investment Includes Deployment Professional Services - See First Page	$ 99,500.00
Year 2 Annual Recurring Fee Due on 12 months from Go Live	$ 51,975.00
Year 3 Annual Recurring Fee Due on 24 months from Go Live	$ 54,573.75
Year 4 Annual Recurring Fee Due on 36 months from Go Live	$ 57,302.44
Year 5 Annual Recurring Fee Due on 48 months from Go Live	$ 60,167.56
City of Bentonville Total Five Year Costs	$ 323,518.75

MaintStar payment terms are Net30.

Optional Hosting Environment

City of Bentonville AR- Optional Sandbox (Test and Training Environment)

Sandbox Test and Training Environment Retain Environment post-deployment (hosting, support)	$ 9,500.00 (Annually)

Optional On Site Training

Professional Services – Training On Site	MaintStar EAMS - Enterprise Asset Management
On Site Training Web Training and Documentation 5 Days Training - Staff, Field and Administration Travel Included	$ 7,500.00 (in addition to proposed on line training)

Optional Custom Interfaces

City of Bentonville AR – Total Custom Interfaces

Professional Services – Integration	MaintStar EAMS - Enterprise Asset Management
Integration Development Fee – Lump Sum	$ 24,500.00
Annual Support Integration - Lump Sum	$ 5,000.00

* Any fees from Third Parties for professional services are not included, and are negotiated and paid by the agency.

City of Bentonville AR – Integration Requests

Item	Application	Standard or Custom	Notes
1	ESRI ArcGIS	Standard	No Charge – This is a default interface
2	Microsoft Office/Exchange	Standard	No Charge – This is a default interface
3	Microsoft AD SSO	Standard	No Charge – This is a default interface
4	Tyler Munis - General Ledger	Custom	Custom Interface - REST API Tier I
5	Central Square	Custom	File Exchange Interface
6	Utility CIS (Pending)	Custom	Custom Interface - REST API Tier I
7	Futura - Location	Custom	Custom Interface - REST API Tier I
8	Futura - Staking	Custom	Custom Interface - REST API Tier I
9	GasBoy - Fuel Information	Custom	Custom Interface - REST API Tier I
10	Korterra - Location Services	Custom	Custom Interface - REST API Tier I
11	Requests and Updates - 811 Request	Custom	Custom Interface - REST API Tier I
12	DataVoice - OMS	Custom	Custom Interface - REST API Tier I
13	ExecuTime - Time Tracking	Custom	File Exchange Interface

APPENDIX F

RFP-25-37 CITY OF BENTONVILLE SOLICITATION

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

FOR PUBLICATION

PUBLICATION DATE: April 6, 2025

NOTICE

Asset Management Systems (AMS)

REQUEST FOR PROPOSALS

(RFP)-25-37

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, and licensed (as applicable) software providers to furnish a comprehensive inventory and resource management solution. The selected software must be capable of managing both inventory materials and non-inventory items to support the City's operational, maintenance, and project development needs for the City of Bentonville Electric Utility Department. The awarded Proposer will be required to sign a binding Contract with the City 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 will submit Required Responses, including the Proposal and qualifications; however, no cost information shall be included in the initial Proposal. If in the City's best interest, Pricing Proposals may be requested from the top three (3) submitting entities.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing and Compliance Department located at the address below. The Response Packet may also be downloaded from the Purchasing and Compliance 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 and Compliance 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 April 29, 2025 at 4:00 PM CST.** Submissions shall only be delivered to the City of Bentonville Purchasing and Compliance 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 and Compliance 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 April 23, 2025 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: Purchasing and Compliance

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

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	**RFP-25-37**	Date of Issuance:	**April 6, 2025**
Brief Description:	Asset Management Systems (AMS)		
Agency:	The City of Bentonville, Arkansas: Electric Utility Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	**April 29, 2025**	**Proposal Submission Deadline: (Time)**	**4:00 PM CST**

Proposals must be received by the Purchasing and Compliance Department prior to 4:00 PM CST on Tuesday, April 29, 2025. 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 and Compliance Department – 2nd Floor 1000 SW 14th St Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: • Proposal Number: **RFP-25-37** • 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) digital copy (Flash Drive, or 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 AND COMPLIANCE OFFICE CONTACT INFORMATION			
Purchasing and Compliance Manager:	Kelsi Frederick	Purchasing and Compliance Email:	purchasing@bentonvillear.com
Purchasing and Compliance Phone Number:	(479) 271-3115	Purchasing and Compliance Address:	Administrative Services-2nd Floor 1000 SW 14th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing and Compliance Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is April 23, 2025 at 4:30 PM CST

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

TABLE OF CONTENTS

ADVERTISEMENT REQUESTING PROPOSALS	**PAGE 1**
REQUEST FOR PROPOSALS COVER PAGE	**PAGE 2**
EXECUTION OF PROPOSAL (REQUIRED RESPONSE DOCUMENT)	**PAGE 3**
TABLE OF CONTENTS	**PAGE 4**
SUMMARY (SERVICES & DEADLINES)	**PAGE 5**
SCOPE OF WORK	**PAGE 7**
REQUIRED RESPONSE INFORMATION	**PAGE 9**
EVALUATION FACTORS	**PAGE 11**
TERMS & CONDITIONS	**PAGE 13**
APPENDIX A: CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)	**PAGE 16**
APPENDIX B: NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)	**PAGE 18**
APPENDIX C: ASSET MANAGEMENT FUNCTIONAL AND INTEGRATION REQUIREMENTS (REQUIRED RESPONSE DOCUMENT)	**PAGE 20** ***If proposer has any issues with downloading Appendix C from Beacon Bid please email purchasing@bentonvillear.com to request the files.**
APPENDIX D: PRICING SCHEDULE AND BILL OF MATERIALS (REQUIRED RESPONSE DOCUMENT)	**PAGE 21** ***If proposer has any issues with downloading Appendix D from Beacon Bid please email purchasing@bentonvillear.com to request the files.**

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

SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, and licensed (as applicable) software providers to furnish a comprehensive inventory and resource management solution. The selected software must be capable of managing both inventory materials and non-inventory items to support the City's operational, maintenance, and project development needs for the City of Bentonville Electric Utility Department. The awarded Proposer will be required to sign a binding Contract with the City.

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).
    - 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:

- Advertisement Published, Requesting Proposals: April 6, 2025
- **Deadline to Submit Questions: April 23, 2025 (4:30 PM CST)**
- **Deadline to Submit Proposals: April 29, 2025 (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, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, and licensed (as applicable) software providers to furnish a comprehensive inventory and resource management solution. The selected software must be capable of managing both inventory materials and non-inventory items to support the City's operational, maintenance, and project development needs for the City of Bentonville Electric Utility Department. The awarded Proposer will be required to sign a binding Contract with the City for a one (1) year term, renewable annually upon mutual written agreement via amendment for a maximum term not to exceed five (5) years.

Project Background:

Bentonville Electric Utility Department (BEUD) is a municipal electric agency providing electric services to the City of Bentonville, AR residents. BEUD will be using this RFP to assess the feasibility and economics of installing a new Asset Management System.

The Electric Utilities Department's electrical system contains 9 distribution substations, a transmission switch station, 11 miles of transmission lines and 510 miles of primary distribution lines and 554 miles of secondary lines.

Integration into the following existing systems:

  - GIS: Futura (Read Only)
  - General Ledger: Tyler Technology - Munis
  - Fuel Tracking: GasBoy
  - Outage Management: DataVoice
  - Locates: Korterra & 811
- Provide a solution for generating, creating, and integrating Work Orders / Service Orders
- Incorporate the existing barcode scanner and process currently in place
- Provide a robust and seasoned project management team with a proven track record of numerous successful deployments
- Rigorous, continuous, and strong training approach

Purpose and Intent:

The intent of the City is to enter into a contract with a qualified software provider to furnish a comprehensive inventory and resource management solution. The selected software must be capable of managing both inventory materials and non-inventory items to support the City's operational, maintenance, and project development needs. The City intends to evaluate proposals based on functionality, scalability, cost-effectiveness, and vendor experience in municipal or utility inventory management solutions. BEUD is interested in an asset management system to assist in managing their operations.

There is interest in using AMS to perform common tasks such as:

- Tracking and maintaining history for inspections
- Maintenance for assets within the GIS
- Fleet and other assets not included in GIS
- Interface with Tyler Technology's Munis software (purchasing and inventory of materials)

The purchasing process within the Asset Management System will encompass both inventory materials such as transformers, poles, conductors, and other critical components needed for ongoing operations and non-inventory items,

which may include specialized tools, safety equipment, contractor services, and other resources required to support maintenance, repairs, or new project development.

Work orders developed in the asset management software are expected to use the material costs which transfer those to the city's financial system (Munis) for reconciliation in the general ledger. The system must support having material cost in the purchasing module align with accounts payable entries in the general ledger.

In addition to processing its own work orders, the software will be used in conjunction with a software module BEUD has (Futura) for managing new construction projects. Futura will need to interface with the asset management system in the following ways:

- During the planning phase of a new construction job, the GIS design and staking software retrieves material lists from the AMS.
- The design and staking software is used to create detailed engineering designs and to determine the exact locations for poles, transformers, conductors, and other assets.
- Designers use the software to select appropriate materials from the AMS lists, factoring in project-specific requirements such as terrain, voltage levels, and load demands.
- The software may allow customization of the material list, enabling the addition of specialized or non-standard items if required for unique field conditions.
- A detailed bill of materials (BOM) is generated as part of the design process, linking the selected materials directly to the project's scope of work.

The asset management software will collect costs for the job, applying labor and equipment costs to the materials provided by the GIS design software. As with all other work orders, the asset management software will transfer costs for that job to the general ledger when the job is closed.

In order to ease time entry for all work orders, the software will be used for time tracking for BEUD employees in general. Staff will enter time in the asset management's time entry software module according to the cost codes provided by the payroll system. When time is entered for codes associated with work orders managed by the system, the software will capture those labor costs for the work orders. Standard time and overtime labor rates for employees will be received from the payroll system. Ideally, this time keeping information is sent directly to the City's payroll system, ExecuTime, for completion.

Existing Software:

- Central Square – Customer Information System
- DataVoice – Outage Management
- Eaton – AMI
- Futura – Mapping & GIS and Staking
- Korterra – Locates
- GasBoy – Fuel Tracking

Anticipated Timeline:

Item	Activity	Date
1	Issue RFP Notice	April 6, 2025
2	Last day for questions on the RFP – 4:30 PM Central	April 23, 2025
3	RFP Response due – 4:00 PM Central	April 29, 2025
4	Potential Vendor Presentations / Demos	May 2025

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, functionality, and capacity of the software and software provider to deliver a solution to the City of Bentonville as described, or exceeding the description, included in this RFP.

In addition to the elements stated above, General Requirements shall include the following responses from the Proposer: Company name, primary contact information, headquarter address, phone number, email, website address, identify if the Proposer is a partnership, corporation, or sole proprietorship, where the company is organized, and the names of principals, officers, and directors of the company.

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. Key Information

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers should pay special attention to demonstrating their ability to furnish a comprehensive inventory and resource management solution, as specified in Appendix C Asset Management Functional and Integration Requirements and this RFP.

4. Proposed Method of Doing Work:

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers must include a description of the following:

- Contracting process
- Configuration process
- Implementation process and estimated timeline to launch
- Training process
- Scheduled maintenance
- How new versions (updates) impact currently implemented active versions

5. Capacity and Estimated Timeline:

The Proposal shall include a summary of the Proposer's capacity and availability to undertake this project and provide the software solution. This information shall include a summary of current availability for configuration and implementation, as well as an estimated timeline for implementation.

6. Subcontracting, Partnerships, or Additional Requirements:

If the Proposer intends to hire additional entities as subcontractors to assist with the goals outlined in this RFP, those entities should be identified, including a summary of their current availability and qualifications to provide the subcontracted services and/or elements.

If the Proposer is proposing to deliver the software solution to the City as part of partnership with another entity, that partnership shall be described in their response, and shall include similar information related to qualifications and capability as described throughout this RFP.

If there are required elements of the software solution, such as implementation being sourced separately from the software provider, or other required elements which will not be included in the submitting entity's Proposal/Contract, those elements must be clearly defined with information included regarding where the element occurs in the timeline, as well as a description of integrating the elements with the software solution.

7. Demonstrations Available (Software Demo):

Initial Demonstration:

Proposers shall make a simple demonstration of the software solution available to the City as part of their initial Proposal. The Proposer may choose to include a demonstration in their Proposal (via USB Flash Drive, CD, or reputable shareable link), or may include information in their Proposal regarding scheduling of a live demonstration. Scheduled demonstrations must have the capability of being recorded to allow City staff to share internally as needed. Initial Demonstrations should be no longer than 30 (thirty) minutes.

Final Demonstration:

Top-rated Proposers will be required to provide a more in-depth and complex demonstration to fully convey the functionality and attributes of the software. The Proposers which final demonstrations are requested from may choose to send the demonstration to the City (via USB Flash Drive, CD, or reputable shareable link), or may work with the City to schedule a live demonstration. Scheduled demonstrations must have the capability of being recorded to allow City staff to share internally as needed. The Final Demonstration should be no longer than two (2) hours.

8. Proposed Cost of Performing Services:

The Proposed Cost of Performing the services, as specified herein, shall be conveyed only as specified in **Appendix D Pricing Schedule and Bill of Materials**. 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 AND COMPLIANCE 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 in two separate phases. All qualified Proposals will be ranked by the Initial Proposal Evaluation Criteria based on their responses and demonstrations.

If the Committee determines to proceed, the top three highest rated entities from the Initial Proposal Evaluation will be requested to submit complete pricing, as well as a final demonstration of the software. If in the City's best interest, contract negotiations will begin with the highest rated Proposer based on the Final Proposal Evaluation.

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.

Initial Proposal Evaluation Criteria:

1. Response- Point Value: 15
    - How complete, thorough and responsive the Proposer is to the Request for Proposal and documents.
2. Qualifications (Experience, Competence, and Capability) – Point Value: 20
    - 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 short and long-term approach and method for supporting the product; including maintenance, upgrades, project management teams, implementation methodology, after-hours availability, on-going support, and approach to general support structures.
    - Proposer's must provide past experience, including but not limited to:
        - References, as described in the Required Responses Section of this RFP.
    - Previous experience and success in implementations to similar governmental entities will be a significant factor.
3. Method of Doing Work – Point Value: 30
    - The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals. Proposers are required to define approximate timelines as part of the response to this section, including approximate implementation time.
4. Initial Software Demonstration – Point Value: 20
    - The Demonstration should reflect the City's goals for this software, as described in this RFP, including ease of use and accessibility. The key features of the software should be showcased in this simple demonstration, showing that the software (while the demonstration may not go into complexities) can functionally perform in line with the information outlined in this RFP.
5. Price – Point Value: 15

All-inclusive pricing for the software solution, including a detailed description of each cost. All costs shall be conveyed as a line item as specified in Appendix D.

*This list is not meant to be exhaustive and is not indicative of any software provider's format. The City understands that each software provider may be structured differently in their pricing, however all pricing must be transparent and conveyed in line items costs. Once final negotiations have been made, there shall be no change in pricing other than agreed upon annual increases.

Total Points Possible for Initial Evaluation: 100

Final Proposal and Shortlist Evaluation Criteria:

1. Qualifications (Experience, Competence, and Capability) – Point Value: 30
    - 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 short and long-term approach and method for supporting the product; including maintenance, upgrades, project management teams, implementation methodology, after-hours availability, on-going support, and approach to general support structures.
    - Proposer's should provide past experience, including but not limited to:
        - References, as described in the Required Responses Section of this RFP.
    - Previous experience and success in implementations to similar governmental entities will be a significant factor.
2. Method of Doing Work – Point Value: 30
    - The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals. Proposers are required to define approximate timelines as part of the response to this section, including approximate implementation time.
3. Final Software Demonstration – Point Value: 25
    - The Demonstration should reflect the City's goals for this software, as described in this RFP, including ease of use and accessibility. The key features of the software should be detailed, as well as other features such as dashboards, public facing modules, customizations available etc. The Demonstration should prove that it can functionally perform in line with the information outlined in this RFP.
4. Price – Point Value: 15

All-inclusive pricing for the software solution, including a detailed description of each cost. All costs shall be conveyed as a line item as specified in Appendix D.

*This list is not meant to be exhaustive and is not indicative of any software provider's format. The City understands that each software provider may be structured differently in their pricing, however all pricing must be transparent and conveyed in line items costs. Once final negotiations have been made, there shall be no change in pricing other than agreed upon annual increases.

Total Points Possible for Initial Evaluation: 100

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

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-25-37
    - **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 and Compliance 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.
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 and Compliance 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 June 24, 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 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.

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

APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE 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: _____

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 AND COMPLIANCE DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

APPENDIX B

NON-COLLUSION AFFIDAVIT

(REQUIRED RESPONSE DOCUMENT)

NON-COLLUSION AFFIDAVIT

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

State of _____

County of _____

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

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

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

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

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

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

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

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

To be completed by Company (Authorized Representative/Agent):

Signature of Authorized Representative/Agent: _____

Title (of Authorized Representative/Agent): _____

To be completed by Notary (include Seal):

Subscribed and sworn before me this: _____day of _____, 20_____

Notary Public Signature: _____My commission expires: _____

Seal:

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

APPENDIX C
ASSET MANAGEMENT FUNCTIONAL AND INTEGRATION REQUIREMENTS
(REQUIRED RESPONSE DOCUMENT)

***If proposer has any issues with downloading Appendix C from Beacon Bid please email purchasing@bentonvillear.com to request the files.**

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

APPENDIX D

PRICING SCHEDULE AND BILL OF MATERIALS

(REQUIRED RESPONSE DOCUMENT)

***If proposer has any issues with downloading Appendix D from Beacon Bid please email purchasing@bentonvillear.com to request the files.**

CITY OF BENTONVILLE PURCHASING AND COMPLIANCE OFFICE

RFP-25-37

Asset Management Software

PROPOSERS SELECTED FOR EVALUATION	SELECTION COMMITTEE MEMBERS			TOTAL (auto calc)
	Committee Member 1	Committee Member 2	Committee Member 3	
AdvanTech, Inc.	30	30	35	95
AtomAI Solutions, Inc.	38	30	50	118
Futura Systems, Inc.	10	25	25	60
MainStar, Inc.	90	90	90	270
PSD City Wide	13	30	50	93
SpryPoint Services, Inc.	90	90	80	260

SCORE SUMMARY	
AdvanTech, Inc.	95
AtomAI Solutions, Inc.	118
Futura Systems, Inc.	60
MainStar, Inc.	270
PSD City Wide	93
SpryPoint Services, Inc.	260

TOP 3 RATED FIRMS	
1	MainStar, Inc.
2	SpryPoint Services, Inc.
3	AtomAI Solutions, Inc.

Results Tabulated On: May 23, 2025

Evaluation Committee Meeting: Not held for tabulation; will be conducted if necessary.

Notes:

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

EVALUATION VERIFICATION

[redacted]

Tanya Moore
Purchasing and Compliance Specialist

[redacted]

Kelsi Frederick
Purchasing and Compliance Manager

CITY OF BENTONVILLE PURCHASING AND COMPLIANCE OFFICE

RFP-25-37

Asset Management Software

PROPOSERS SELECTED FOR EVALUATION	SELECTION COMMITTEE MEMBERS			TOTAL (auto calc)
	Committee Member 1	Committee Member 2	Committee Member 3	
MainStar, Inc.	100	95	95	290
SpryPoint Services, Inc.	85	70	68	223

SCORE SUMMARY		TOP 2 RATED FIRMS	
MainStar, Inc.	290	1	MainStar, Inc.
SpryPoint Services, Inc.	223	2	SpryPoint Services, Inc.

Results Tabulated On: July 21, 2025

Evaluation Committee Meeting: Not held for tabulation; will be conducted if necessary.

Notes:

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

EVALUATION VERIFICATION

X

Tanya Moore
Purchasing and Compliance Specialist

X

Kelsi Frederick
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH MAINTSTAR, INC. FOR ASSET MANAGEMENT SOFTWARE IN THE AMOUNT OF THREE-HUNDRED TWENTY-THREE THOUSAND FIVE-HUNDRED EIGHTEEN DOLLARS AND SEVENTY-FIVE CENTS ($323,518.75); AND FOR OTHER PURPOSES.

WHEREAS, the need has arisen for the City of Bentonville to enter into a contract with Maintstar, Inc. for asset management software for the BEUD and Inventory Warehouse.

WHEREAS, this firm was selected by the City's standard RFP solicitation and selection process.

WHEREAS, this is a budgeted item, and no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Maintstar, Inc. for asset management software for the BEUD and Inventory Warehouse in a total amount of Three-Hundred Twenty-Three Thousand Five-Hundred Eighteen Dollars and Seventy-Five Cents ($323,518.75).

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/9/2025	**Submitted By:**	Preston Newbill
Phone:	479-271-3140	**For Department(s):**	wastewater
Email:	pnewbill@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 Amending Municipal Code Article 98-IV Pertaining to the 2025 Wastewater Rates
Action Recommendation & Justification:	Ordinance to amend Code Article 98-IV of the City of Bentonville Municipal Code pertaining to Sewer rates and other matters relating thereto. Proposed rate adjustments align with the 7% increase effective January 2026 and 7% increase each January to 2030 as discussed in the wastewater rate analysis prepared by Raftelis. Utility Board approved 5-0.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

		$ 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		

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

Budget Impact Notes for Consideration (Optional):

RAFTELIS

City of Bentonville

Wastewater Rate Study

Utility Board – September 2, 2025





Agenda

1. Background
2. Wastewater Rate Recommendations
3. Next Steps

Background

1. 2023 - 5% increases July 2023 and January 2024
2. Changes since 2023
   a. NACA projects moving slower than anticipated ↓
   b. City Plant rehab and expansion costs increased ↑
   c. Collection I/I: $300k (evaluation) increased to $2 million (estimated annual cost) ↑
   d. Collection System Upsizing Alternative Financing ↔
3. Recommendation
   a. 7% increases starting in 2026.
   b. Increases needed for existing and proposed debt obligations



Financial Planning

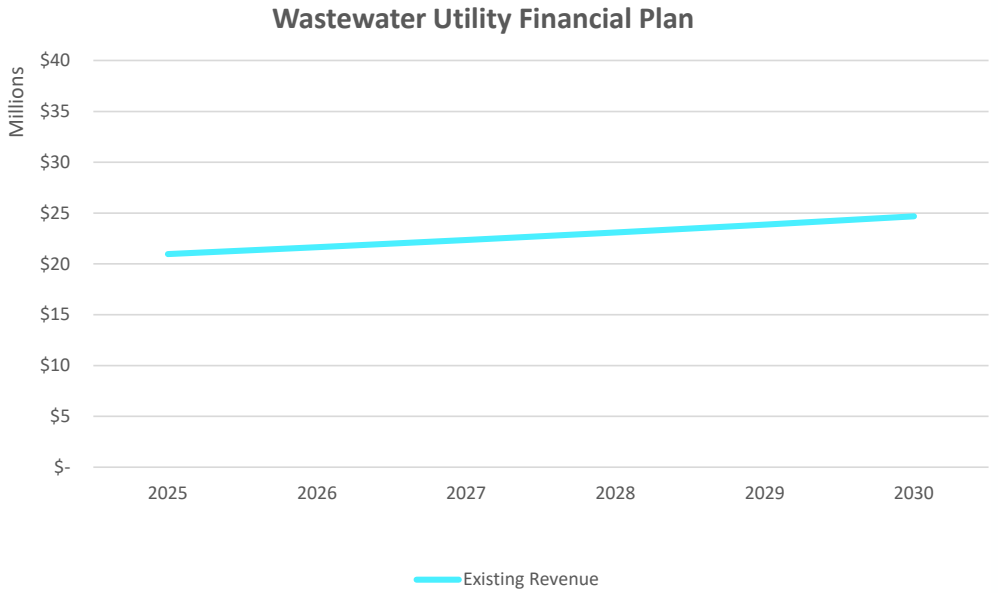
1. Forecast Baseline Revenue
2. Forecast Operating and Capital Expenditures
3. Develop Cash Flow Forecast and Revenue Sufficiency

Step 1: Baseline Revenue

1. Revenue projections under existing rates.

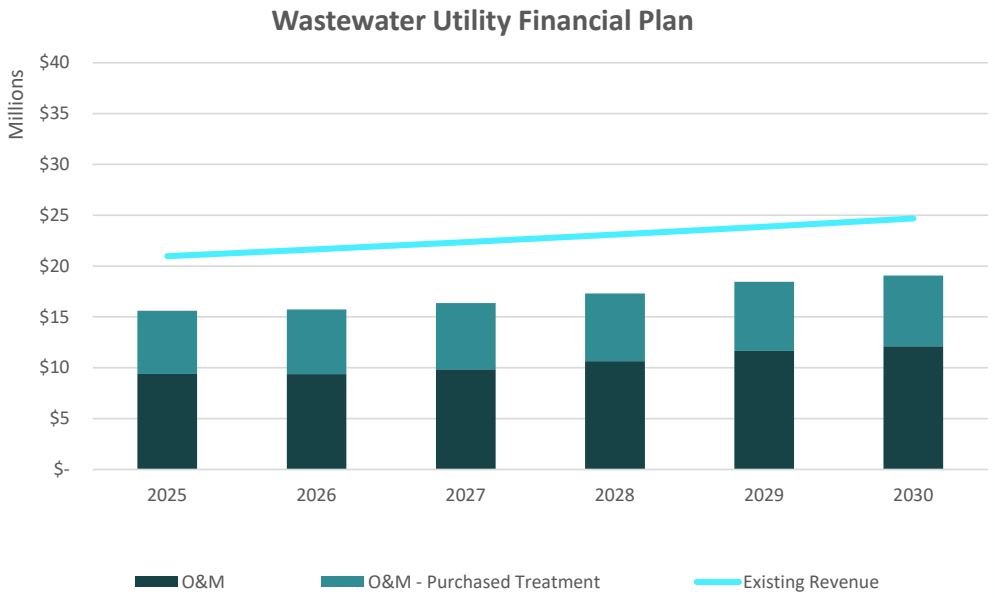
2. Usage Growth Assumptions
   a. Retail: ~4.5% / year (4% historically, ~90% of master plan)
   b. Wholesale: ~3% / year (90% of master plan)

3. Considerations
   a. Infrastructure planning numbers vs. history
   b. Population growth vs. account growth
   c. Macroeconomic impacts on growth

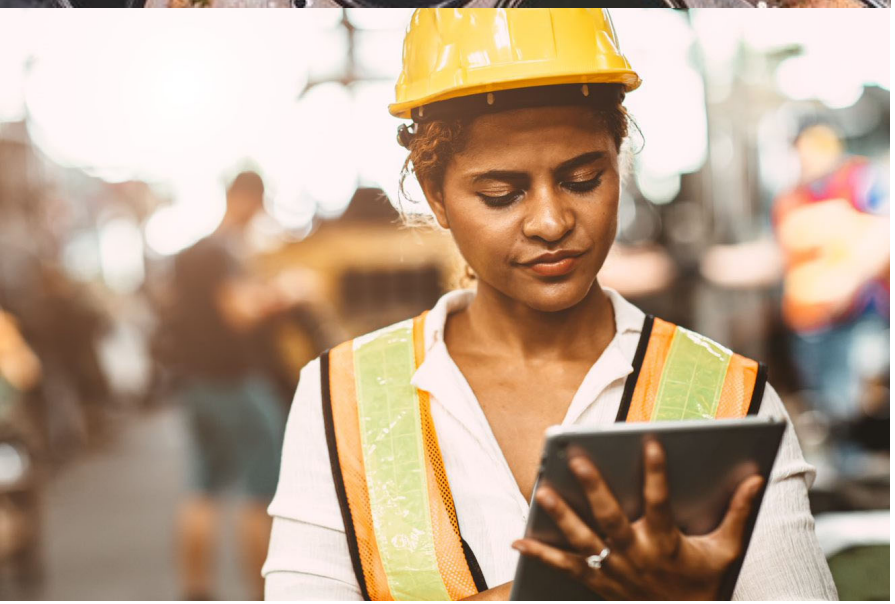


Step 2: Operating Expenses

1. 2025: Budget
2. 2026 and beyond:
   a. New staff included in 2027 and beyond
   b. Salaries and Wages (5%)
   c. Benefits (7.5%)
   d. General Inflation – 2.3% long-run Philadelphia Fed Forecast
3. Purchased Treatment – NACA
   a. Inflationary increases assumed
   b. Incremental cost of NACA line and NACA plant expansion debt projected separately





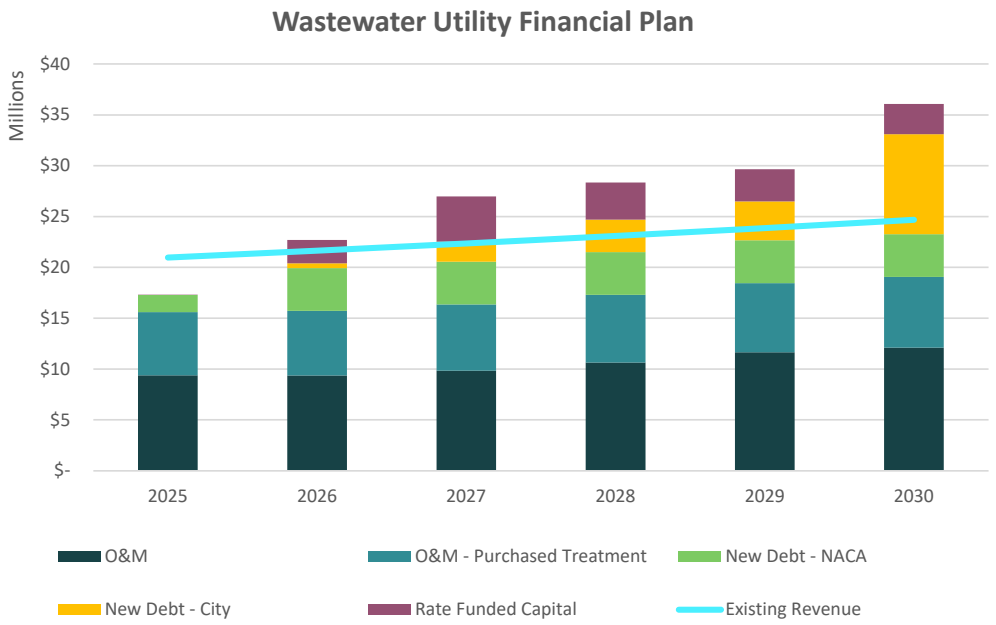


Step 2: Capital Costs

1. NACA
   a. Line: $30 million
   b. Expansion: $68 million (85% City Share)
2. City
   a. Plant Rehab/Expansion: $153 million
   b. Collection:
      i. $2 million/year I/I reduction
      ii. No collection system upsizing included (est. $260 million)
   c. Vehicles/Equipment: $4 million

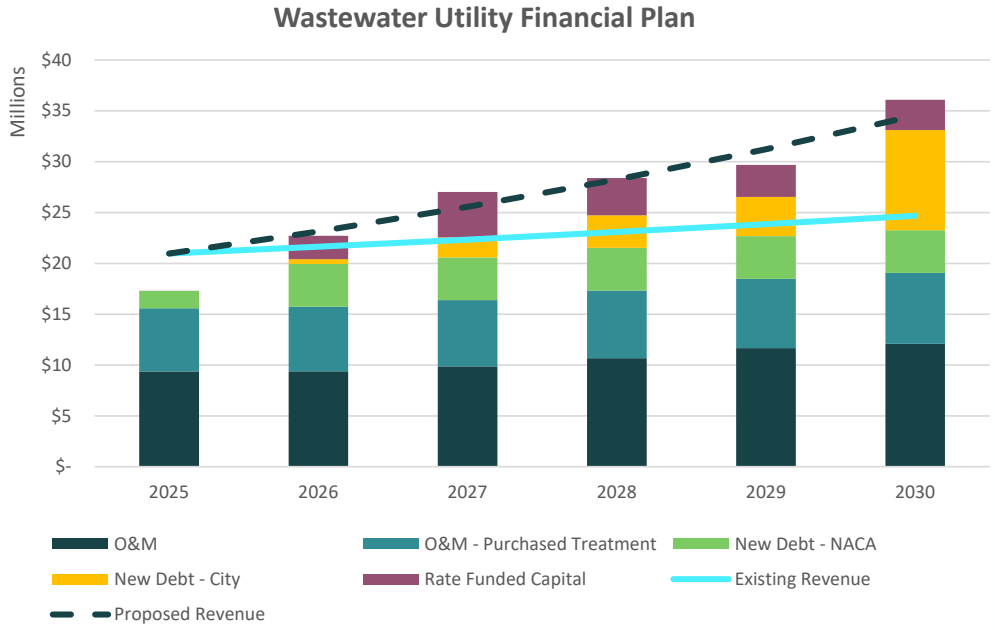
Step 2: Capital Costs

1. NACA
   a. ANRC Loans
   b. Projects taking longer than anticipated
   c. Delays repayment
      i. Line – full payment in 2026
      ii. Plant – full payment in 2026
2. City Plant
   a. ANRC Loan
      i. $98 million approved
      ii. Additional $55 million required
   b. Debt assumptions based monthly draw schedule from Crossland
   c. Full payment in 2030



Step 3: Revenue Sufficiency

1. Recommendation:
   a. Cost/timing of large wastewater projects mostly firm
   b. Multi-year adoption of slow escalation of rate increases
   c. Evaluate annually to see if adjustment needed
2. Key Driver - Capital Projects
   a. No collection system upsizing costs assumed.
   b. NACA Plant – full payment in 2026
   c. NACA Line – full payment in 2026
   d. City Plant –
      i. Loan of $98 million approved
      ii. Seeking approval of additional $55 million to complete project
   e. Will need to additional revenue to cover the new debt, only question is how quickly projects completed.



	2026	2027	2028	2029	2030
Rate Adjustment	7%	7%	7%	7%	7%
$/Mo Impact (Avg. User)	$3	$4	$4	$4	$4

Next Steps

1. September 2 – Utility Board
2. September 9
   a. Wastewater Rate Adoption
   b. WW Bond Adoption


Q&A

Cycle	Bill Date	Bill Count	Notice Date	Notice Count	Percent of Bills	Shutoff Date	Shutoff Count	Percent of Notices	Percent of Bills
1	1/15/2025	6726	2/12/2025	515	7.66%	3/3/2025	63	12.23%	0.94%
2	1/22/2025	7250	2/20/2025	742	10.23%	3/11/2025	61	8.22%	0.84%
3	1/28/2025	7665	2/26/2025	948	12.37%	3/18/2025	98	10.34%	1.28%
4	2/7/2025	7551	3/6/2025	819	10.85%	3/26/2025	74	9.04%	0.98%
1	2/13/2025	6749	3/12/2025	550	8.15%	4/2/2025	66	12.00%	0.98%
2	2/21/2025	7302	3/19/2025	635	8.70%	4/10/2025	67	10.55%	0.92%
3	2/27/2025	7748	3/26/2025	943	12.17%	4/17/2025	81	8.59%	1.05%
4	3/7/2025	7556	4/4/2025	826	10.93%	4/22/2025	78	9.44%	1.03%
1	3/13/2025	6731	4/11/2025	474	7.04%	4/28/2025	57	12.03%	0.85%
2	3/20/2025	7248	4/18/2025	678	9.35%	5/5/2025	39	5.75%	0.54%
3	3/27/2025	7724	4/25/2025	852	11.03%	5/13/2025	85	9.98%	1.10%
4	4/7/2025	7525	5/6/2025	764	10.15%	5/22/2025	82	10.73%	1.09%
1	4/14/2025	6728	5/13/2025	449	6.67%	5/29/2025	68	15.14%	1.01%
2	4/21/2025	7338	5/20/2025	611	8.33%	6/5/2025	44	7.20%	0.60%
3	4/28/2025	7800	5/28/2025	932	11.95%	6/11/2025	107	11.48%	1.37%
4	5/7/2025	7492	6/5/2025	833	11.12%	6/18/2025	85	10.20%	1.13%
1	5/14/2025	6710	6/12/2025	485	7.23%	6/25/2025	52	10.72%	0.77%
2	5/21/2025	7335	6/20/2025	610	8.32%	7/2/2025	69	11.31%	0.94%
3	5/29/2025	7756	6/26/2025	1072	13.82%	7/10/2025	144	13.43%	1.86%
4	6/6/2025	7474	7/7/2025	772	10.33%	8/4/2025	40	5.18%	0.54%
1	6/13/2025	6666	7/11/2025	510	7.65%	8/4/2025	30	5.88%	0.45%
2	6/23/2025	7322	7/18/2025	655	8.95%	8/5/2025	44	6.72%	0.60%
3	6/27/2025	7796	7/25/2025	1004	12.88%	8/14/2025	80	7.97%	1.03%
4	7/8/2025	7521	8/6/2025	777	10.33%	8/21/2025	67	8.62%	0.89%
1	7/15/2025	6668	8/13/2025	456	6.84%				
2	7/22/2025	7302	8/20/2025	641	8.78%				
3	7/28/2025	7792			0.00%				
4	8/7/2025	7522			0.00%				
1	8/14/2025	6697			0.00%				
2	8/22/2025	7350			0.00%				

Cycle	Average Bills	Average Notices	Average Shutoffs
1	6709	491	56
2	7306	653	54
3	7754	959	99
4	7520	799	71
Total	29290	2901	280

AVG % of Bills	AVG % of Notices
9.91%	9.66%

Utility Assistance – City of Bentonville, AR

Below is a list of agencies and churches that provide utility assistance. This is not an exhaustive list. Agencies may have eligibility criteria (e.g., income, service type, household size, etc.):

- **All Saints' Episcopal Church** – 479-715-5182
- **Arkansas 211** – [arkansas211.org]
- **Arkansas LIHWAP** – [arkansaslihwap.com]
- **First Baptist Church** – 479-273-3379
- **Hark NWA** – [harknwa.com]
- **Helping Hands** – 479-273-2511
- **Our Healthy Communities** – [ohcnwa.org]
- **Salvation Army** – 479-271-9545
- **St. Stephen's Benevolence** – 479-696-9361

ORDINANCE NO. _____

AN ORDINANCE AMENDING BENTONVILLE MUNICIPAL CODE ARTICLE 98-IV RATES AND FEES TO ADJUST SEWER RATES; AND FOR OTHER PURPOSES.

WHEREAS, the city contracted with Raftelis to prepare a wastewater rate analysis;

WHEREAS, the analysis recommends a seven percent (7%) annual increase in wastewater rates between 2026 and 2030.

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

Section 1: That Bentonville Municipal Code Sec. 98-637 Rates to be for Services Rendered and Benefits Received shall be and is hereby amended with Attachment A: Sewer Rates Amendment, an electronic copy and paper copy of which is on file with the City Clerk, which is adopted by reference as though it were copied herein fully.

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed.

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4 - Effective Date: This Ordinance shall be in full force and effect for special events that will take place after January 1, 2026.

PASSED and APPROVED this ____ day of _____, 2025.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

ATTACHMENT A
Sewer Rates Amendment
Grey strikethrough text to be removed, red underlined text to be added

Sec 98-637 Rates To Be For Services Rendered And Benefits Received

The following sewer rates structure are hereby fixed as rates to be charged for services to be rendered and benefits to be received from the wastewater treatment plant.

(a) *Billing.* All bills for sewage collection and treatment shall be rendered to the user monthly, such statements to be rendered and collected by the city and shall cover the same period as corresponding water bills. All bills shall be rendered in the net amount due.

(b) *User charges*. For residential, commercial and industrial users, monthly user charges will be based on actual water usage. If a residential, commercial or industrial user has a consumptive use of water, or, in some other manner, uses water which is not discharged into the wastewater collection system, the user charge for that contributor may be based on readings of a wastewater meter(s) or separate water meter(s) installed and maintained at the user's expense. Should the customer's water meter be determined by the water utilities manager to be inoperative or faulty, the customer's usage shall be the same as set forth and defined by the existing water rate ordinance for such meter failures.

(c) *Sewer rate structure*. Commencing with bills due on or after January 1, 2026, the following shall be the schedule of rates to be applied to the water consumption of users . New rates take effect January 1 of the applicable year.

(1) *Rate calculation.* The charges for sewage collection and treatment for each customer shall be determined each month and shall be the sum of:

a. a service charge based on the customer's classification and water meter size in accordance with the rates of Schedule A below, and

b. a user charge based on the customer's metered water usage and computed using the rates of Schedule B below.

(2) *Schedule A - Monthly Service Rates*. The monthly service charge will be billed according to the customer's usage classification and size of water meter. This charge will be in addition to the monthly usage and will be at the following rates.

Schedule A – Monthly Service Rates						
Residential Customer						
In city limits	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
5/8" x 3/4" meter	$14.78	$15.81	$16.92	$18.10	$19.37	$20.73
1" meter	48.69	52.10	55.75	59.65	63.83	68.30
1-1/2" meter	180.87	193.53	207.08	221.58	237.09	253.69

2" meter	193.10	206.62	221.08	236.56	253.12	270.84
3" meter	283.67	303.53	324.78	347.51	371.84	397.87
4" meter	795.26	850.93	910.50	974.24	1,042.44	1,115.41
6" meter	1,713.16	1,833.08	1,961.40	2,098.70	2,245.61	2,402.80
8" meter	3,446.29	3,687.53	3,945.66	4,221.86	4,517.39	4,833.61
10" meter	5,169.42	5,531.28	5,918.47	6,332.76	6,776.05	7,250.37
Outside city limits	All customers outside the city limits receiving electric and water and sewer services, or any of them, from the city, shall be charged an additional monthly service charge of $4.41					
Commercial Customer						
In city limits	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
5/8" x 3/4" meter	15.80	16.91	18.09	19.36	20.72	22.17
1" meter	52.03	55.67	59.57	63.74	68.20	72.97
1-1/2" meter	193.28	206.81	221.29	236.78	253.35	271.08
2" meter	206.35	220.79	236.25	252.79	270.49	289.42
3" meter	303.13	324.35	347.05	371.34	397.33	425.14
4" meter	849.82	909.31	972.96	1,041.07	1,113.94	1,191.92
6" meter	1,830.70	1,958.85	2,095.97	2,242.69	2,399.68	2,567.66
8" meter	3,681.14	3,938.82	4,214.54	4,509.56	4,825.23	5,163.00
10" meter	5,521.70	5,908.22	6,321.80	6,764.33	7,237.83	7,744.48
Outside city limits	All customers outside the city limits receiving electric and water and sewer services, or any of them, from the city, shall be charged an additional monthly service charge of $4.41.					

(3) *Schedule B - Usage Rates*. In addition to the monthly service charge, each customer shall be billed for sewage collection and treatment based on water consumption and the following rates.

Schedule B – Usage Rates (per 1,000 gallons)						
Residential Customer						
	2025	**2026**	**2027**	**2028**	**2029**	**2030**
In city limits	$8.48	$9.07	$9.70	$10.38	$11.11	$11.89
Outside city limits	10.18	10.89	11.65	12.47	13.34	14.27
Commercial Customer						
	2025	**2026**	**2027**	**2028**	**2029**	**2030**

In city limits	9.06	9.69	10.37	11.10	11.88	12.71
Outside city limits	10.87	11.63	12.44	13.31	14.24	15.24

(d) *Surcharges:* Users generating sewage of unusually high strength may discharge such sewage into the sewage treatment works provided:

(1) The city has agreed to treat the waste as specified in the wastewater discharge permit issued to the user;

(2) The waste will not cause damage to the collection system;

(3) The waste will not impair the wastewater treatment process; and

(4) The user discharging such waste pays a monthly surcharge to the City of Bentonville in addition to the usual monthly sewer user charges. Computation of such surcharges shall be based on the following formula:

S = Vw x 8.34[y(ss - 300) + z(BOD - 300)]

Where:

S	=	Surcharge in dollars
Vw	=	Volume of wastewater in million gallons
8.34	=	Weight of a gallon of water in pounds
ss	=	Suspended solids concentration of wastewater in milligrams per liter (if greater than 300 mg/l)
BOD	=	Five-day biochemical oxygen demand concentration of wastewater in milligrams per liter (if greater than 300mg/l)
y	=	Unit charge for suspended solids in dollars per pound
300	=	Allowable strength or suspended solids and BOD in mg/l
z	=	Unit charge for BOD in dollars per pound

Surcharges may be determined daily, weekly, or other such periods as deemed appropriate by the city. Surcharge bills shall be the sum of the surcharges determined during the billing period. The water utilities manager shall review annually, according to the city's fiscal year, the actual and projected cost of treating excess solids and BOD and shall increase or decrease the unit charges (y and z) in accordance with such review

(e) *Vacant property*. None of the facilities or services afforded by the sewage treatment works shall be furnished without a charge being made therefore. Any vacant, unoccupied property attached to the sewer system having an in-service water meter shall be considered to be a contributor to the sewer system at such time as a sewer tap is

completed and as such is subject to the monthly usages and services set forth in the above-mentioned rate structure.

(f) *Wholesale customers.* Any municipality or wholesale customer desiring the City of Bentonville to accept and treat its wastewater shall be required to enter into a written contract with the City of Bentonville concerning the acceptance and treatment of its wastewater. Said contract shall establish the rates to be paid by said municipality or wholesale customer to the City of Bentonville for the treatment of said wastewater and the conditions under which said wastewater will be accepted by the City of Bentonville. Said contract shall also establish the method for adjusting said rates on a periodic basis. For purposes of this ordinance, a wholesale customer shall be defined as an entity having a collection system and a customer base.

(Code 1994, § 10.12.02; Ord. No. 2000-61, § 2; Ord. No. 2009-84, § 2, 8-25-2009; Ord. No. 2012-96, § 2, 12-11-2012)

HISTORY
Amended by Ord. Ord. No. 2020- on 4/25/2023

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/9/2025	**Submitted By:**	Patrick Johndrow
Phone:	479-271-6781	**For Department(s):**	Finance
Email:	pjohndrow@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Authorizing Issuance of 2025 Revenue Bond
Action Recommendation & Justification:	Approve an Ordinance authorizing the issuance of a combined Electric, Water and Sewer system revenue bond for the purpose of financing the cost of improvements to the Water Resource Recovery Facility. Utility Board approved 5-0.
Additional Comments for Consideration (Optional):	A budget adjustment will be brought forth after closing.
Amount for Approval:	$ 55,000,000

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☑ OTHER: Future budget adjustment needed

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

		$ 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		

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

Budget Impact Notes for Consideration (Optional):

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONSTRUCTION OF THE SECOND PHASE OF BETTERMENTS AND IMPROVEMENTS TO THE SEWER FACILITIES OF THE CITY OF BENTONVILLE, ARKANSAS; AUTHORIZING THE ISSUANCE OF A COMBINED ELECTRIC, WATER AND SEWER SYSTEM REVENUE BOND FOR THE PURPOSE OF FINANCING THE COST OF CONSTRUCTION; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Bentonville, Arkansas (the "City") owns and operates a combined electric, water and sewer system as a single, integrated municipal undertaking (the "System"); and

WHEREAS, the City Council has determined that betterments and improvements to the sewer facilities of the System, including particularly, without limitation, wastewater treatment facility improvements known as the Water Resource Recovery Facility Improvements Project (the "Improvements"), are necessary in order to make the services of the System adequate for the needs of the City; and

WHEREAS, the City is financing the costs of the second phase of the Improvements with the proceeds of the City's Combined Electric, Water and Sewer System Revenue Bond, Series 2024 (the "2024 Bond"); and

WHEREAS, a preliminary report, general plans and estimates of cost for the second phase the Improvements have been examined and approved by the City Council and a copy of such preliminary report, general plans and estimates of cost are on file at the offices of the City where they may be inspected by any interested person; and

WHEREAS, in order to finance the costs of the first phase of the Improvements, including bond issuance costs and interest during construction, the City is making arrangements for the sale of a bond in the principal amount of $55,000,000 to the Arkansas Development Finance Authority, as purchaser (the "Bondholder"), at a price of par for a bond bearing interest at the rate of 3% per annum pursuant to a Bond Purchase Agreement (the "Agreement") among the City, the Bondholder and the Arkansas Natural Resources Commission (the "Commission"), which has been presented to and is before this meeting; and

WHEREAS, the City has outstanding its Combined Electric, Water and Sewer System Refunding and Storm Recovery Revenue Bonds, Taxable Series 2022A and Series 2022B and the 2024 Bond (collectively, the "Prior Bonds"); and

WHEREAS, the City is authorized, under the provisions of Amendment No. 65 to the Arkansas Constitution, Title 14, Chapter 234, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Code"), Title 14, Chapter 164, Subchapter 4 of the Code, Title 14, Chapter 203 of

the Code and Title 14, Chapter 235, Subchapter 2 of the Code (collectively, the "Authorizing Legislation"), to issue and sell the bond; and

WHEREAS, the Bondholder intends to pledge the bond as collateral for the payment of its revolving loan fund revenue bonds (the "ADFA Bonds"), which may be issued from time to time, to the bank or trust company to be named as trustee for the ADFA Bonds (the "ADFA Trustee"); and

WHEREAS, the City is required to pay to the Arkansas Development Finance Authority, as servicer (the "Authority"), a servicing fee equal to 1% per annum of the outstanding principal amount of the bond (the "Servicing Fee");

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bentonville, Arkansas:

Section 1. The Improvements shall be accomplished and shall be a part of the System. The Mayor and City Clerk are hereby authorized to take, or cause to be taken, all action necessary to accomplish the Improvements and to execute all required contracts.

Section 2. The sale to the Bondholder of up to $55,000,000 in principal amount of a bond from the City at a price of par for a bond bearing interest at the rate of 3% per annum and otherwise subject to the terms and provisions hereafter in this Ordinance set forth in detail is hereby approved and the bond is hereby sold to the Bondholder. The Mayor is hereby authorized and directed to execute and deliver the Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Agreement. The Agreement is hereby approved in substantially the form submitted to this meeting with such changes as may be approved by the Mayor, her execution to constitute complete evidence of such approval.

Section 3. The City Council hereby finds and declares that the period of usefulness of the System after completion of the Improvements will be more than 25 years, which is longer than the term of the bond.

Section 4. Under the authority of the Constitution and laws of the State of Arkansas (the "State"), including particularly the Authorizing Legislation, a City of Bentonville, Arkansas Combined Electric, Water and Sewer System Revenue Bond, Series 2025 (the "bond") is hereby authorized and ordered issued in the principal amount of $55,000,000, the proceeds of the sale of which will be used to finance costs of the Improvements, pay expenses incidental thereto, pay expenses of issuing the bond and pay interest during construction.

The bond shall bear interest at the rate of 3% per annum based upon a 360-day year of twelve consecutive 30-day months. The bond shall be dated the date of delivery to the Bondholder. Interest shall be payable on the first day of each month after the bond is issued. Commencing on August 1, 2027, principal shall be paid in monthly installments as set forth in Exhibit A to the Agreement which is structured for the bond to be repaid in equal amortized monthly installments of principal and interest over a 20 year period with the final payment due July 1, 2047.

The bond will be registered as to both principal and interest, payable to the Bondholder, or registered assigns, as set forth hereinafter in the bond form, and shall be numbered R-1.

Payment of principal and interest shall be by check or draft mailed to the Bondholder at its address shown on the bond registration books of the City which shall be maintained by the City Clerk as Bond Registrar, without presentation or surrender of the bond (except upon final payment) and such payments shall discharge the obligation of the City to the extent thereof. The City Clerk shall keep a payment record and make proper notations thereon of all payments of principal and interest.

Payment of principal and interest shall be in any coin or currency of the United States of America which, as at the time of payment, shall be legal tender for the payment of debts due the United States of America. When the principal of and interest on the bond have been fully paid, it shall be canceled and delivered to the City Clerk.

Section 5. The bond shall be executed on behalf of the City by the Mayor and City Clerk and shall have impressed thereon the seal of the City. The bond is not a general obligation of the City but is a special obligation, the principal of and interest on which, and Servicing Fee in connection therewith, are secured by a pledge of and are payable from revenues derived from the System ("Revenues"). The pledge of Revenues in favor of the bond is on a parity with the pledge of Revenues in favor of the Prior Bonds. The bond and interest thereon shall not constitute an indebtedness of the City within any constitutional or statutory limitation.

Section 6. The bond shall be in substantially the following form and the Mayor and City Clerk are hereby authorized and directed to make all the recitals contained therein:

(form of single registered bond)
(To be typewritten)

UNITED STATES OF AMERICA
STATE OF ARKANSAS
COUNTY OF BENTON
CITY OF BENTONVILLE
3% COMBINED ELECTRIC, WATER AND SEWER SYSTEM
REVENUE BOND, SERIES 2025

No. R-1 $55,000,000

KNOW ALL MEN BY THESE PRESENTS:

That the City of Bentonville, Benton County, Arkansas (the "City"), for value received, hereby acknowledges itself to owe and promises to pay to the Arkansas Development Finance Authority, or registered assigns, solely from the special fund provided as hereinafter set forth, the principal sum of

FIFTY FIVE MILLION DOLLARS
the total principal amount outstanding as reflected
by the Record of Payment of Advances attached hereto)

with interest on the unpaid balance of the total principal amount at the rate of 3% per annum from the date of each advance. The principal and interest shall be payable in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of debts due the United States of America.

Interest on the unpaid balance of the total principal amount shall be payable on the first day of _____, 2025 and on the first day of each month thereafter. Principal shall be payable in installments on August 1, 2027 and on the first day of each month thereafter until the unpaid principal is paid in full as shown on Exhibit A attached hereto.

Payments of the principal and interest installments due hereon shall be made, except for final payment, without presentation and surrender of this bond, directly to the registered owner at his address shown on the bond registration book of the City maintained by the City Clerk as Bond Registrar, and such payments shall fully discharge the obligation of the City to the extent of the payments so made.

This bond is issued for the purpose of providing financing costs of constructing betterments and improvements to the sewer facilities of the combined electric, water and sewer system of the City (the "System"), costs of authorizing and issuing this bond and interest during construction, and is issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the "State"), including particularly Title 14, Chapter 234, Subchapter 2, Title 14, Chapter 164, Subchapter 4, Title 14, Chapter 235, Subchapter 2, and Title 14, Chapter 203, of the Arkansas Code of 1987 Annotated, and pursuant to Ordinance No. _____ of the City, duly adopted and approved on the 9th day of September, 2025 (the "Authorizing Ordinance"). Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City and the registered owner of this bond.

This bond may be assigned with the written approval of the Arkansas Natural Resources Commission (the "Commission"), and in order to effect such assignment the assignor shall promptly notify the City Clerk by registered mail, and the assignee shall surrender this bond along with a written approval of the Commission to the City Clerk for transfer on the registration records. Every assignee shall take this bond subject to all payments and prepayments of principal and interest (as reflected by the Payment Record maintained by the City Clerk), prior to such surrender for transfer.

This bond may be prepaid at the option of the City from funds from any source, in whole but not in part, at any time on or after October 15, 2035, at a prepayment price equal to the principal amount outstanding, plus accrued interest to the prepayment date. Notice shall be given of such prepayment to the owner of this bond or registered assigns at least 90 days prior to the prepayment date. Such notice shall be in writing mailed to the address of the owner of this bond or registered assigns at the address as reflected on the bond registration books of the City Clerk.

This bond does not constitute an indebtedness of the City within any constitutional or statutory limitation or provision. This bond is a special obligation payable solely from the revenues derived from the operation of the System. In this regard, the pledge of System revenues is on a parity with the pledge of System revenues in favor of the City's Combined Electric, Water and Sewer System Refunding and Storm Recovery Revenue Bonds, Taxable Series 2022A and Series 2022B, and Combined Electric, Water and Sewer System Revenue Bond, Series 2024, so long as any of such obligations are outstanding. A sufficient amount of System revenues to pay principal and interest has been duly set aside and pledged as a special fund for that purpose, identified as the "ADFA Bond Fund," in the Authorizing Ordinance. The City has fixed and has covenanted and agreed to maintain rates for use of the System which shall be sufficient at all times to at least provide for the payment of the reasonable expenses of operation and maintenance of the System, to provide for the payment of the principal of and interest on all the outstanding obligations to which System revenues are pledged as the same become due, to establish and maintain debt service reserves and to provide a depreciation fund, all as set forth in the Authorizing Ordinance.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State to exist, happen and be performed precedent to and in the issuance of this bond do exist, have happened and have been performed in regular and due time, form and manner as required by law; that this bond does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this bond, as provided in the Authorizing Ordinance.

IN WITNESS WHEREOF, the City of Bentonville, Arkansas has caused this bond to be executed in its name by its Mayor and City Clerk, thereunto duly authorized, and its corporate seal to be affixed, all as of the _____ day of _____, 2025.

CITY OF BENTONVILLE, ARKANSAS

By _____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

[A Registration Certificate and Record of Payment of Advances shall be attached to the bond along with an Exhibit A setting forth the monthly principal amounts to be paid.]

Section 7. The City has heretofore fixed electric, water and sewer rates by ordinances duly adopted. Reference is hereby made to the ordinances fixing the rates for the details thereof and other provisions pertaining thereto, which electric, water and sewer rates are hereby confirmed and continued.

The City covenants and agrees that the rates established will produce gross Revenues at least sufficient to pay monthly operation, maintenance and funded depreciation expenses of the System, pay the principal of and interest on all outstanding obligations to which Revenues are pledged ("System Bonds"), as the same become due, pay the Servicing Fee as the same become due, and create and maintain any required debt service reserves ("Required Payments"). The City covenants always to maintain rates (including increases as necessary) which will provide for the Required Payments. The rates currently in effect for sewer service shall not be reduced without the prior written consent of the Commission and the Bondholder. If any water or sewer charge is not paid within the time allowed by the applicable ordinances, the City shall take appropriate action to collect the delinquent account.

Section 8. The City covenants that it will continuously operate the System as a revenue-producing undertaking and will not sell or lease the same, or any substantial portion thereof, without the prior written approval of the Bondholder and the Commission; provided, however, that nothing herein shall be construed to prohibit the City from making such dispositions of properties of the System and such replacements and substitutions for properties of the System as shall be necessary or incidental to the efficient operation of the System as a revenue-producing undertaking.

Section 9. The City Treasurer shall be the custodian of the Revenues and shall give bond or provide other security for the faithful discharge of his or her duties. Such bond or other security shall be approved by the City Council and shall at all times be in such amount as approved by the City Council. All Revenues shall at all times be accounted for separately and distinctly from other moneys of the City. All Revenues shall be used and applied only as provided herein and shall be deposited in such depository or depositories for the City as may be lawfully designated from time to time by the City; subject, however, to the giving of security as now or as hereafter may be required by law and provided that such depository or depositories shall hold membership in the Federal Deposit Insurance Corporation ("FDIC"). All deposits shall be in the name of the City and shall be so designated as to indicate the particular fund to which the Revenues belong.

Section 10. All Revenues shall be paid as and when received into the fund heretofore created and designated " Revenue Fund" (the "Revenue Fund"). All moneys at any time in the Revenue Fund hereby established shall be applied to the payment of the reasonable and necessary expenses of operation and maintenance of the System, to the payment of the principal of and interest on System Bonds, to the maintenance of any required debt service reserves and depreciation reserves at the required levels and otherwise as described herein.

Section 11. There shall first be paid from the Revenue Fund into the fund heretofore created and designated "Operation and Maintenance Fund" (the "Operation and Maintenance Fund"), on the first business day of each month, an amount sufficient to pay the reasonable and necessary monthly expenses of operation, repair and maintenance of the System for such month and from which disbursements shall be made only for those purposes. Fixed annual

charges, such as insurance premiums and the cost of major repair and maintenance expenses may be computed and set up on an annual basis and 1/12 of the amount thereof may be paid into the Operation and Maintenance Fund each month.

If in any month for any reason there shall be a failure to transfer and pay the required amount into the Operation and Maintenance Fund, the amount of the deficiency shall be added to the amount otherwise required to be transferred and paid into the fund the next succeeding month. If any surplus shall be accumulated in the Operation and Maintenance Fund over and above the amount which shall be necessary to defray the costs of operation and maintenance of the System during the remainder of the then current fiscal year and the next ensuing fiscal year, such surplus may be transferred to the Depreciation Fund hereinafter identified.

Section 12. (a) After making the required payments into the Operation and Maintenance Fund, there shall next be paid from the Revenue Fund, pro rata, into the bond funds (and any debt service reserves therein) being maintained in connection with the Prior Bonds and any additional parity bonds ("Parity Bond Funds") and into a special fund in the name of the City which is hereby created and designated "Series 2025" (the "ADFA Bond Fund") for the purpose of paying the principal of and interest on the bond the amounts specified in (b) below.

(b) There shall be deposited from moneys in the Revenue Fund, or at the direction of the City, from proceeds of the bond into the ADFA Bond Fund on the first day of each month after the bond is issued until July 1, 2027, the interest due on the bond on such dates. Commencing on the first day of each month thereafter, there shall be deposited from moneys in the Revenue Fund into the ADFA Bond Fund an amount equal to the interest on and principal of the bond due on such date. Moneys in the ADFA Bond Fund shall be used to pay the principal of and interest on the bond when due.

(c) When the moneys held in the ADFA Bond Fund shall be and remain sufficient to pay in full the principal of and interest on the bond, the City shall not be obligated to make any further payments into the ADFA Bond Fund.

(d) The bond shall be specifically secured by a pledge of all Revenues required to be placed into the ADFA Bond Fund. This pledge in favor of the bond is hereby irrevocably made according to the terms of this Ordinance, and the City and its officers and employees shall execute, perform and carry out the terms thereof in strict conformity with the provisions of this Ordinance.

(e) There shall be paid into the Parity Bond Funds the required monthly deposits pursuant to the ordinances authorizing the Prior Bonds and any additional parity bonds. The obligation to make the required monthly deposits into the ADFA Bond Fund and the Parity Bond Funds shall rank on a parity of security.

Section 13. After making the payment into the ADFA Bond Fund required by Section 12 hereof, there shall be paid from the Revenue Fund the Servicing Fee to the Authority. The Servicing Fee shall be payable on each date interest on the bond is due and shall be calculated on the same basis as interest on the bond. The payment of the Servicing Fee is expressly made subordinate to the payment of the principal of and interest on the bond.

Section 14. The City has heretofore created, and there is being maintained, a fund designated as the "Depreciation Fund" (the "Depreciation Fund"). After making the monthly payments and deposits described in Sections 11, 12 and 13 hereof, there shall be deposited on the first business day of each month into the Depreciation Fund from moneys in the Revenue Fund an amount equal to 2.50% of gross monthly Revenues for the preceding month. The moneys in the Depreciation Fund shall be used solely for the purpose of paying the costs of major repairs or replacements and extraordinary repairs of any part of the System. The City need not make the monthly deposit into the Depreciation Fund so long as there is at least $1,700,000 on deposit therein.

Section 15. On the last day of each month, the balance remaining in the Revenue Fund, and after setting aside an amount necessary to make the required payments into the Operation and Maintenance Fund, the Bond Fund and the Depreciation Fund and to pay the Servicing Fee in the next succeeding month, there shall be paid into the general fund of the City, (a) as a municipal utility franchise fee, an amount not to exceed eight percent (8%) of the gross electric revenues of the System for the prior fiscal year, plus five percent (5%) of the gross water revenues of the System for the prior fiscal year, plus five percent (5%) of the gross sewer revenues of the System for the prior fiscal year; plus (b) at the option of the City, as a payment in lieu of taxes, a payment equal to the amount of ad valorem taxes that would be due on properties of the System if the System were privately owned; provided, however, that the sum of items (a) and (b) shall not exceed the amount of Net System Revenues for the prior fiscal year. "Net System Revenues" shall mean for this Section gross Revenues less all required deposits into the Operation and Maintenance Fund, the Bond Fund and the Depreciation Fund and the amount of the Servicing Fee.

Section 16. Any surplus in the Revenue Fund after making all disbursements and providing for all funds described above may be used, at the option of the City, for any lawful municipal purpose authorized by the City.

Section 17. The City shall assure that (i) not in excess of 10% of the proceeds of the bond is used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the bond during the term thereof is, under the terms of the bond or any underlying arrangement, directly or indirectly secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the City, in respect of property or borrowed moneys used or to be used for a Private Business Use; and (ii) that, in the event that both (A) in excess of 5% of the proceeds of the bond are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the bond during the term thereof is, under the terms of the bond or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the City, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of proceeds of the bond used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Improvements.

The City shall assure that not in excess of 5% of the proceeds of the bond are used, directly or indirectly, to make or finance a loan to persons other than state or local governmental units.

As used in this Section, "Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

Section 18. The principal and interest installments shall be prepayable prior to maturity as provided in the bond form in Section 6 hereof.

Section 19. As long as the bond is outstanding, the City shall not issue or attempt to issue any bonds having or claimed to be entitled to a priority of lien on Revenues over the lien securing the bond, including any and all future extensions, betterments and improvements to the System.

The City may issue additional bonds on a parity with the lien on Revenues in favor of the bond to finance or pay the cost of constructing extensions, betterments and improvements to the System, to refund other outstanding System Bonds or for any other System purpose, if there shall have been procured and filed with the City Clerk and the Bondholder a statement by a certified public accountant not in the regular employ of the City ("Accountant") reciting the opinion that (i) the Net Revenues (Net Revenues being gross Revenues less operation and maintenance expenses, but not including interest and depreciation) for the fiscal year preceding the year in which such additional bonds are to be issued were not less than 110% of the maximum annual debt service requirements (including principal, interest and servicing and administrative fees) on all outstanding System Bonds and the bonds then proposed to be issued or (ii) the Net Revenues for the fiscal year succeeding the year in which such additional bonds are to be issued are projected to be sufficient in amount, taking in consideration any enacted increase in Revenues, to be not less than 110% of the maximum annual debt service requirements (including principal, interest and servicing and administrative fees) on all outstanding System Bonds and the bonds then proposed to be issued.

The additional bonds, the issuance of which is restricted and conditioned by this Section, shall not be deemed to mean bonds the security and source of payment of which are subordinate and subject to the priority of the bond and such additional bonds may be issued without complying with the terms and conditions of this Section.

Section 20. It is covenanted and agreed by the City with the Bondholder and the Commission that it will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State and by this Ordinance, including, without limitation, the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the System, segregating Revenues and applying them to the respective funds maintained pursuant to the ordinance authorizing the Prior Bonds and this Ordinance.

The City covenants and agrees that the Bondholder shall have the protection of all the provisions of the Authorizing Legislation, and that the City will diligently proceed to enforce those provisions to the end of the Bondholder realizing fully upon its security. And, if the City

shall fail to proceed within 30 days after written request shall have been filed by the Bondholder, the Bondholder may proceed to enforce all such provisions.

If there be any default in the payment of the principal of or interest on the bond, or if the City defaults in any ADFA Bond Fund requirement or in the performance of any of the other covenants contained in this Ordinance, the Bondholder may, by proper suit, compel the performance of the duties of the officials of the City under the laws of the State. In the case of a default in the payment of the principal of and interest on the bond, the Bondholder may apply in a proper action to a court of competent jurisdiction for the appointment of a receiver to administer the System on behalf of the City and the Bondholder with power to charge and collect (or by mandatory injunction or otherwise to cause to be charged and collected) rates sufficient to provide for the payment of the expenses of operation, repair and maintenance and to pay the bond and interest outstanding and to apply Revenues in conformity with this Ordinance. When all defaults in principal and interest payments have been cured, the custody and operation of the System shall revert to the City. No remedy herein conferred upon or reserved to the Bondholder is intended to be exclusive of any other remedy or remedies herein provided or provided by law, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or given by law. No delay or omission of the Bondholder to exercise any right or power accrued upon any default shall impair any such right or power or shall be construed to be a waiver of any default or an acquiescence therein; and every power and remedy given by this Ordinance to the Bondholder may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon. Any costs of enforcement of the bond or of any provision of this Ordinance, including reasonable attorney's fees, shall be paid by the City. The Authority may enforce all rights and exercise all remedies available to the Bondholder in the event the Servicing Fee is not paid when due.

Section 21. When the bond has been executed and sealed as herein provided, it shall be delivered to the Bondholder upon payment of all or a portion of the purchase price in accordance with the Agreement. Sale proceeds in the amount necessary to make all or a portion of the interest and Servicing Fee payments during the construction period shall be applied, unless otherwise directed by the City, to monthly payments of interest and Servicing Fee to and including July 1, 2027. The balance of the sale proceeds shall be deposited, as and when received, in a special account of the City hereby created in a bank selected by the City that is a member of the FDIC and designated the "2025 Sewer Construction Fund" (the "Construction Fund"). The moneys in the Construction Fund shall be used for reimbursing the City for the costs paid in accomplishing the Improvements, expenses incidental thereto and the expenses of issuing the bond approved in accordance with the Agreement. Payments from the Construction Fund shall be by check or voucher drawn on the depository signed manually or electronically by the Finance Director and the Assistant Finance Director. Each such check or voucher shall briefly specify the purpose of the expenditure.

Section 22. The terms of this Ordinance shall constitute a contract among the City, the Bondholder and the Commission and no variation or change in the undertaking herein set forth shall be made while the bond is outstanding unless consented to in writing by the Bondholder and the Commission.

Section 23. The City agrees that it will keep proper records, books and accounts relating to the operation of the System, which shall be kept separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the operation of the System in accordance with generally accepted government accounting standards. Such books shall be available for inspection by the Bondholder and the Commission, or the agent or the representative of either, at reasonable times and under reasonable circumstances. The City agrees to have these records audited by an Accountant at least once each year and a copy of the audit report shall be furnished to the Commission and the Bondholder. In the event the City fails or refuses to furnish or cause such reports to be furnished, the Bondholder may have the reports made, and the cost thereof shall be charged against the Operation and Maintenance Fund.

Section 24. The City covenants and agrees that it will maintain the System in good condition and operate it in an efficient manner and at reasonable cost. The City agrees that, to the extent comparable protection is not otherwise provided to the satisfaction of the Bondholder and the Commission, it will insure, and at all times keep insured in a responsible insurance company or companies selected by the City and authorized and qualified under the laws of the State to assume the risk thereof, properties of the System, to the extent that such properties would be covered by insurance by private companies engaged in similar types of businesses, against loss or damage thereto from fire and other perils included in extended coverage insurance in effect in the State. In the event of loss, the proceeds of such insurance shall be applied solely toward the reconstruction, replacement or repair of the System, and in such event the City will, with reasonable promptness, cause to be commenced and completed the reconstruction, replacement and repair work.

Section 25. In the event the office of Mayor, City Clerk, City Treasurer, Finance Director or Assistant Finance Director shall be abolished, or any two or more of such offices shall be merged or consolidated, or in the event the duties of a particular office shall be transferred to another office or officer, or in the event of a vacancy in any such office by reason of death, resignation, removal from office or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness, absence from the City or otherwise, all powers conferred and all obligations and duties imposed upon such office or officer shall be performed by the office or officer succeeding to the principal functions thereof, or by the office or officer upon whom such powers, obligations and duties shall be imposed by law.

Section 26. The City agrees that the Bondholder may pledge the bond as security for the ADFA Bonds, and the ADFA Trustee and/or the municipal bond insurer for the ADFA Bonds may exercise any rights and remedies available to the Bondholder under this Ordinance or the Agreement while the bond is pledged and/or the ADFA Bonds are insured. In addition, the City agrees that while the bond is pledged and/or the ADFA Bonds are insured, copies of all financial information shall be furnished to the ADFA Trustee and/or the municipal bond insurer.

Section 27. A copy of the Agreement shall be filed in the office of the City Clerk where it may be inspected by any interested person.

Section 28. Notice of the adoption of this Ordinance shall be posted at Bentonville Public Library, Bentonville City Hall, Bentonville Community Center, Bentonville Municipal Works Facility and Bentonville Police Department, being five of the most public places in the City.

Section 29. The provisions of this Ordinance are hereby declared to be separable, and if any provision shall for any reason be held illegal or invalid, it shall not affect the validity of the remainder of this Ordinance.

Section 30. References in this Ordinance to "Bondholder" shall include the original Bondholder or any registered assign thereof.

Section 31. It is hereby ascertained and declared that the Improvements are immediately needed for the preservation of the public peace, health and safety and to remove existing hazards thereto. The Improvements cannot be accomplished without the issuance of the bond, which cannot be sold at the interest rate specified herein unless this Ordinance is immediately effective. Therefore, it is declared that an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and take effect immediately upon and after its passage.

PASSED: _____, 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Bentonville, Arkansas (the "City"), hereby certifies that the foregoing pages are a true and perfect copy of Ordinance No. _____, adopted at a regular session of the City Council of the City, held at the regular meeting place in the City at 6:00 o'clock p.m., on the 9th day of September, 2025, and that the Ordinance is of record in Ordinance Record Book No. _____, Page _____, now in my possession.

GIVEN under my hand and seal on this _____ day of September, 2025.

_____
City Clerk

(SEAL)

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/9/2025	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving an Agreement for Volunteer Fire Hydrant Painting with Industrial Safety Yellow
Action Recommendation & Justification:	Staff request approval of a resolution to allow the Mayor to enter into an agreement with volunteers to paint City of Bentonville fire hydrants. The city receives regular request to keep the hydrant paint fresh from not for profit groups, home owner organizations and individuals. This agreement would require the volunteer to receive city permission and enter into an agreement prior to painting. Bentonville legal has reviewed the agreement. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The individual agreements will be for a term not to exceed two (2) years. All hydrants shall be painted industrial safety yellow consistent with the Water and Sewer Specifications.
Amount for Approval:	**$** No cost

Budget Impact

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

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

		$ 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		

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

Budget Impact Notes for Consideration (Optional):

AGREEMENT BETWEEN THE CITY OF BENTONVILLE AND _____

This Agreement is entered into this ___ day of _____, _____, by and between the City of Bentonville, Arkansas ("City"), and _____ ("VOLUNTEER").

RECITALS

WHEREAS, the City owns and maintains public fire hydrants within the city water service boundary;

WHEREAS, the VOLUNTEER desires to paint the fire hydrants in order to keep the paint fresh;

WHEREAS, the City agrees to grant permission under certain conditions that preserve public safety and operational integrity;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The City grants permission to the VOLUNTEER to paint public fire hydrants, subject to the following terms and conditions:

- a. Only weather-resistant, non-reflective, and non-corrosive paint shall be used. The VOLUNTEER shall ensure that painting does not impair hydrant operation or accessibility.
- b. Hydrants shall only be painted Industrial Safety Yellow.
- c. Hydrants must remain clearly visible from the street at all times.
- d. The City reserves the right to revoke this permission at any time upon notice to the VOLUNTEER if hydrants are not properly maintained or if public safety concerns arise.

2. The VOLUNTEER agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, liabilities, losses, damages, or expenses arising from or related to the painting or maintenance of fire hydrants by the VOLUNTEER.

3. Even though the hydrants are located in the City's easement, VOLUNTEER agrees to get landowner permission before painting the hydrants. VOLUNTEER is solely responsible for any damage caused to the landowner's property.

4. This Agreement shall remain in effect for a term of two (2) years from the date of execution, unless terminated earlier by the City upon thirty (30) days' written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

Date: _____

_____ (name of VOLUNTEER)

By: _____
Authorized Representative

Date: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR VOLUNTEER FIRE HYDRANT PAINTING; AND FOR OTHER PURPOSES.

WHEREAS, the need has arisen for the City of Bentonville to enter into a contract with volunteers to paint City fire hydrants which will keep the paint fresh. Said agreement would require the volunteers to receive city permission and enter into the agreement prior to painting and would require the hydrants to be painted Industrial Safety Yellow consistent with Water and Sewer specifications.

WHEREAS, this has no cost to the City, and no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Volunteers for the painting of City fire hydrants as per the requirements set forth in said agreement.

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/9/2025	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water Utilities
Email:	bthompson@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 Awarding IFB-25-16 to Onpoint Construction LLC for Hwy 112 12" Water Main Relocation
Action Recommendation & Justification:	Resolution to award bid IFB-25-16 for 090512 ARDOT 12 Inch Waterline Relocation to Onpoint Excavation LLC in the amount of $694,210.99. This is 100% reimbursable by ARDOT. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Onpoint Excavation LLC. was the lowest responsive bidder.
Amount for Approval:	**$** 694,210.99

Budget Impact

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

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

		$ 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		

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

Budget Impact Notes for Consideration (Optional):

August 26, 2025

Bentonville Water Utilities
Attn: Beau Thompson, Manager – Technical Services
1000 SW 14th
Bentonville, Arkansas 72712
Delivered Via Email: <bthompson@bentonvillear.com>

RE: IFB-25-16, 12" Transmission Line Relocation, ARDOT project no. 090636

Dear Mr. Thompson,

Bids for the above referenced project were received and opened on August 5, 2025. A total of nine (9) bids were submitted and have been reviewed. The totals received are shown below:

Boyle's Construction, Inc.	$757,599.80
First Star Construction LLC.	$799,721.00
Grant Garrett Excavating, Inc.	$65,059,770.50
Ground Zero Construction, Inc.	$855,946.00
Onpoint Excavation LLC.	$694,210.99
Patriot Underground Solutions	$775,995.00
The Pounds Group DBA Sullivan Contracting Services	$1,313,460.52
Timco Blast and Coatings, Inc.	$1,065,975.25
Wilcorp DBA Thompson Construction Services	$749,815.00

After reviewing the bids, it is our recommendation that the Notice of Award be given to the low bidder, Onpoint Excavation LLC, in the contract amount of $694,210.99. Onpoint Excavation LLC was recently incorporated in March of 2025, is based out of Gentry, Arkansas and has limited infrastructure experience. Based on our review of the qualifications submitted by Onpoint, the minimum qualifications have been met for this project.

The bidder's qualifications did not require financial information to be provided as part of the submitted bid documents. The financial stability of Onpoint Excavation LLC is currently unknown. However, the contract documents require the furnishing of 100 percent performance and payment bonds prior to authorization of the Notice to Proceed.

The contract documents require substantial completion of the project within 120 calendar days and full completion and ready for final payment within 150 calendar days from the date of the issuance of the Notice to Proceed. Upon approval of the Notice of Award and concurrence from the funding agency, we will commence with assisting the processing of the construction agreement for the project.

Please do not hesitate to call with any questions, comments, or if further information or documentation is required.

Sincerely,

[redacted]

Chris Dougherty, PE
Group Leader

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	8/5/25	Time of Bid Opening:	1:00 PM	IFB-25-16

Solicitation Title: 090512 ARDOT 12 Inch Waterline Relocation

Bidders:				Boyle's Construction, Inc.		First Star Construction LLC		Grant Garrett Excavating, Inc.		Ground Zero Construction, Inc.		Onpoint Excavation LLC		Patriot Underground Solutions		The Pounds Group DBA Sullivan Contracting Services		Timco Blasting and Coatings, Inc		Wilcorp DBA Thompson Construction Services	
Line Item	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	1	LS	Mobilization	$18,750.00	$18,750.00	$20,500.00	$20,500.00	$14,810.34	$14,810.34	$40,000.00	$40,000.00	$5,000.00	$5,000.00	$75,000.00	$75,000.00	$70,943.00	$70,943.00	$82,000.00	$82,000.00	$1,500.00	$1,500.00
2	2	LS	Connect to Existing 12" Waterline	$12,164.20	$24,328.40	$13,650.00	$27,300.00	$10,561.13	$21,122.26	$12,300.00	$24,600.00	$13,029.18	$26,058.36	$9,000.00	$18,000.00	$18,818.00	$37,636.00	$10,450.00	$20,900.00	$12,375.00	$24,750.00
3	3,040	LF	12-Inch Ductile Iron Pipe Installation	$130.20	$395,808.00	$130.00	$395,200.00	$105.83	$321,723.20	$140.00	$425,600.00	$147.00	$446,880.00	$135.00	$410,400.00	$216.66	$658,646.40	$129.50	$393,680.00	$148.00	$449,920.00
4	3,040	LF	12-Inch Ductile Iron Pipe Testine and Sterilization	$2.70	$8,208.00	$8.00	$24,320.00	$2.72	$8,268.80	$2.00	$6,080.00	$1.75	$5,320.00	$1.25	$3,800.00	$3.08	$9,363.20	$3.50	$10,640.00	$2.30	$6,992.00
5	2604	LB's	12-Inch Compact Ductile Iron Fittings	$21.15	$55,074.60	$19.00	$49,476.00	$24,743.34	$64,431,657.36	$19.00	$49,476.00	$11.97	$31,169.88	$17.50	$45,570.00	$24.00	$62,496.00	$41.00	$106,764.00	$13.25	$34,503.00
6	11	EA	12-Inch Mechanical Joint Gate Valves	$5,316.90	$58,485.90	$5,450.00	$59,950.00	$5,175.60	$56,931.60	$6,500.00	$71,500.00	$3,699.78	$40,697.58	$4,865.00	$53,515.00	$8,551.71	$94,068.81	$6,260.00	$68,860.00	$6,500.00	$71,500.00
7	7	EA	Fire Hydrant Assembly	$8,911.10	$62,377.70	$11,850.00	$82,950.00	$7,634.47	$53,441.29	$8,500.00	$59,500.00	$8,323.69	$58,265.83	$7,990.00	$55,930.00	$12,075.85	$84,530.95	$10,388.00	$72,716.00	$10,000.00	$70,000.00
8	1	LS	8" Flow Meter Vault	$59,518.60	$59,518.60	$63,800.00	$63,800.00	$66,536.43	$66,536.43	$66,845.00	$66,845.00	$35,113.49	$35,113.49	$42,000.00	$42,000.00	$63,305.86	$63,305.86	$66,640.25	$66,640.25	$36,500.00	$36,500.00
9	165	LF	Future Hwy 112 Crossing (Open Cut)	$291.90	$48,163.50	$265.00	$43,725.00	$289.34	$47,741.10	$333.00	$54,945.00	$153.13	$25,266.45	$232.00	$38,280.00	$679.54	$112,124.10	$235.00	$38,775.00	$210.00	$34,650.00
10	1	LS	Sediment and Erosion Control	$15,966.30	$15,966.30	$19,400.00	$19,400.00	$21,748.64	$21,748.64	$23,400.00	$23,400.00	$2,939.40	$2,939.40	$10,500.00	$10,500.00	$74,295.00	$74,295.00	$25,000.00	$25,000.00	$6,500.00	$6,500.00
11	1	LS	Selective Demolition	$4,668.80	$4,668.80	$9,100.00	$9,100.00	$10,732.26	$10,732.26	$28,000.00	$28,000.00	$10,000.00	$10,000.00	$7,500.00	$7,500.00	$23,025.60	$23,025.60	$150,000.00	$150,000.00	$6,500.00	$6,500.00
12	1	LS	Trench and Excavation Safety Systems	$6,250.00	$6,250.00	$4,000.00	$4,000.00	$5,057.22	$5,057.22	$6,000.00	$6,000.00	$7,500.00	$7,500.00	$15,500.00	$15,500.00	$23,025.60	$23,025.60	$30,000.00	$30,000.00	$6,500.00	$6,500.00
			Total Bid Price	$757,599.80		$799,721.00		$65,059,770.50		$855,946.00		$694,210.99		$775,995.00		$1,313,460.52		$1,065,075.25		$749,815.00	
								Total Bid Price was corrected during Bid Evaluation								*Total Bid Price was corrected during Bid Evaluation*					

[redacted]

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

TABULATION VERIFICATION

[redacted]

Purchasing and Compliance Specialist

Purchasing and Compliance Specialist III

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH ONPOINT EXCAVATION, LLC FOR HWY 112 12" WATER MAIN RELOCATION IN THE AMOUNT OF SIX-HUNDRED NINETY-FOUR THOUSAND TWO-HUNDRED TEN DOLLARS AND NINETY-NINE CENTS ($694,210.99); AND FOR OTHER PURPOSES.

WHEREAS, Onpoint Excavation, LLC is the lowest responsive bidder for bid IFB-25-16;

WHEREAS, this contract covers the ARDOT 12 Inch Waterline Relocation for Hwy 112

WHEREAS, this is 100 percent reimbursable by ARDOT and no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Onpoint Excavation, LLC for the relocation of a 12" Water Main for 090512 ARDOT 12 inch waterline relocation in the amount of Six-Hundred Ninety-Four Thousand Two-Hundred Ten Dollars and Ninety-Nine Cents ($694,210.99).

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/9/2025	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water Department -Water
Email:	Bthompson@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 for Amendment 1 to Interconnection Agrmt with Rogers - Mt. Hebron Emergency Connection
Action Recommendation & Justification:	Resolution to enter into Amendment 1 to the Agreement for Interconnection of Municipal Water Systems with the City of Rogers, Arkansas. This will establish another metered emergency connection with Rogers water that will be mutually beneficial. The not to exceed amount of the metering station is $195,566.00. The additional emergency connection is consistent with the Water Master Plan recommendations. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The amendment shall govern design and construction of the metered interconnection between Rogers' transmission line and the existing Bentonville Water Utilities ("BWU") 48-inch water transmission line at the existing "tee" near Mount Hebron Park. According to the original agreement each party is responsible for paying half (1/2) the cost of additional connections. This is a budgeted project in 503020-47320 in the 2025 budget.
Amount for Approval:	**$** 195,566.00

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):**_____

Budget Impact Notes for Consideration (Optional):

RESOLUTION NO. 4-14-20 F

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR INTERCONNECTION OF MUNICIPAL WATER SYSTEMS WITH THE CITY OF ROGERS, ARKANSAS BY AND THROUGH THE ROGERS WATERWORKS AND SEWER COMMISSION OF THE CITY OF ROGERS, ARKANSAS

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an Agreement for Interconnection of Municipal Water Systems with the City of Rogers, Arkansas by and through the Rogers Waterworks and Sewer Commission of the City of Rogers, Arkansas as set forth in the agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this 14th **day of** April, **2020.**

APPROVED:

[redacted]

Stephanie Orman, MAYOR

ATTEST:

[redacted]

Linda Spence, CITY CLERK

CITY OF BENTONVILLE CORPORATE SEAL ARKANSAS

AGREEMENT FOR
INTERCONNECTION OF MUNICIPAL WATER SYSTEMS

This Agreement for Interconnection of Municipal Water Systems ("this Agreement") is entered into by and between the City of Rogers, Arkansas, by and through the Rogers Waterworks and Sewer Commission of the City of Rogers, Arkansas (hereinafter "Rogers"), and the City of Bentonville, Arkansas, (hereinafter "Bentonville"). Rogers and Bentonville are each referred to herein individually as a "party" and collectively as the "parties" to this Agreement.

Recitals

WHEREAS, Rogers is a city of the first class organized and operating under the laws of the State of Arkansas; and

WHEREAS, Rogers owns a municipal water system and operates its water system through the Rogers Waterworks and Sewer Commission of the City of Rogers, Arkansas ("the Commission") which is the governing body for the Rogers Water Utilities, the municipal water and sewer utility of Rogers ("RWU"); and

WHEREAS, Bentonville is a city of the first class organized and operating under the laws of the State of Arkansas; and

WHEREAS, Bentonville owns a municipal water system and operates its water system through its Water Utilities Department; and

WHEREAS, Rogers and Bentonville desire to operate and maintain certain existing interconnections between their respective water systems, and to provide a mechanism for construction of any needed additional interconnections, for the purposes of providing water from one water system to the other in cases of emergency or when maintenance activities with respect to a system would require a water system to be temporarily placed out of service, and for other lawful purposes; and

WHEREAS, ensuring adequate provision of water supply needs during such periods of shortage or outage is prudent and in the best interests of each city; and

WHEREAS, Rogers and Bentonville are authorized to enter into this Agreement in accordance with Ark Code. Ann. § 14-234-108, Ark. Code Ann. § 25-20-104(h), and other applicable law; and

WHEREAS, Rogers and Bentonville desire to enter into this Agreement setting forth their respective obligations and responsibilities with regard to construction, operation and maintenance of the interconnections.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements and covenants of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals Incorporated**. The above recitals are material and incorporated into this Agreement.

2. **Definitions.** As used in this Agreement, the following terms have the following meanings, except where the context clearly indicates a different meaning.

Interconnection shall mean any water main from each party's water system exclusively serving the metering facility including (but not limited to) valves, flow meters, ancillary piping, gauges, and sensors as well as equipment housing including (but not limited to) vaults, buildings, heaters, pumps, electrical systems, controls, and telecommunications which shall connect the water system of Rogers and the water system of Bentonville and shall provide for the supply of water between the two systems. The terms "interconnection" or "interconnections" shall refer to any interconnection subject to this Agreement.

Emergency shall mean an unexpected condition in a water system which affects the ability of the water system to deliver adequate quantities of safe water to its customers. Examples of such emergencies include loss of pressure in the distribution system, loss of electricity, line breaks or other damage, pump failures, catastrophic infrastructure failure, failure of the source or treatment facility or parts thereof, voluntary or mandatory water conservation efforts, or the known or suspected introduction of any contaminant into the water system.

Maintenance shall mean any scheduled action reasonably necessary or desirable to ensure the efficient and economical operation and use of a municipal water system.

Period of Maintenance shall mean that period of time during which a water system facility must be temporarily placed out of service in order to conduct any maintenance activity.

Water system shall mean and include the water mains, hydrants, meters, pumps, valves, stand pipes, storage tanks, pumping tanks, intakes, reservoirs, booster stations, purification plants, treatment facilities or other equipment, facilities, or materials of whatsoever kind or nature required to obtain and provide a supply of water for human consumption.

3. **Existing Interconnections**

As of the date of this Agreement, there exist two interconnections between the Rogers water system and the Bentonville water system:

a. interconnection located near 2707 SE Moberly Ln, Bentonville, AR (at the northeast corner of SE Moberly Ln / S. 28th St.), and

b. interconnection near the southeast corner of Water Tower Rd. / Meadowbrook Dr. in Bentonville, Arkansas.

These existing interconnections are hereby made subject to this Agreement.

4. **Restoring Existing Interconnections**

4.1 Within thirty (30) days of execution of this Agreement by each party hereto, duly authorized representatives of Rogers and Bentonville shall jointly inspect the existing interconnections to ascertain their condition and begin planning to restore one or both of the existing interconnections to fully operational capability.

4.2 Within One Hundred Eighty (180) days of execution of this Agreement by each party hereto, the parties shall jointly develop a plan to restore one or both of the existing interconnections to fully operational capability. The joint plan will contain a budget for whatever work, materials, and equipment is needed to restore one or both of the existing interconnections to fully operational capability. Each party will be responsible for fifty percent (50%) of the budgeted amount. Each party will, as necessary, timely obtain approval from its respective governing body for expenditure of the requested budget amount. Each party shall be solely responsible for the costs associated with improvements to or maintenance of its SCADA system except those components that are shared between the parties.

4.3 In the event either party's respective governing body refuses to approve expenditure of the budgeted amounts required to restore one or both of the existing interconnections to fully operational capability, then the parties shall reevaluate the budget and resubmit the budget to their respective governing bodies. In the event that either party's respective governing body refuses to approve the revised budget, then this Agreement may be terminated by either party on notice to the other party.

4.4 Within One (1) Year of the execution of this Agreement, one or both of the existing interconnections shall be fully operational.

4.5 The parties may perform the work required under this Paragraph 4 with their own forces, as agreed by the parties. As agreed by the parties, the parties may employ professional services firms and contractors to perform or assist in performing the planning, design and construction required to restore the existing interconnections to fully operational capability. If outside professional service firms or contractors are required, Rogers and Bentonville will jointly agree to the method or methods of procurement for such professional services firms or contractors and will jointly agree to the specific professional services firms or contractors to be hired. Rogers, (through the Commission and/or RWU), and Bentonville will jointly contract for such professional services firms or contractors with each party paying one half (1/2) of the amount due such professional services firms or contractors. The parties will jointly approve or reject each payment application, invoice, or statement received from each firm or contractor. The parties shall each pay their respective portion of each payment application, invoice, or statement directly to the applicable professional services firm or contractor.

4.6 All addendums, revisions or change orders for any contract with any professional services firm or contractor shall require the approval of the appropriate authorities of both Rogers and Bentonville.

4.7 If upon completion of any professional service or contract, there are additional costs to be paid in connection thereto, each party shall pay fifty percent (50%) of the amount of such

additional costs after the parties' joint approval of such additional costs, and after obtaining any necessary approvals from the parties' respective governing bodies. In the event approval by a party's governing body is required, that party will seek such approval promptly and at the next regularly scheduled meeting of the governing body at which the party can place the item on the governing body's agenda in accordance with the governing body's regular policies and procedures.

5. **Construction of Additional Interconnections**

5.1 Within one year of the execution of this Agreement, the parties will jointly evaluate whether any additional interconnections are needed. If the parties agree that additional interconnections are needed, the parties will jointly develop plans and budgets for the interconnections. The parties will jointly approve the plans and specifications for construction of any additional interconnections.

5.2 Upon completion of the construction and acceptance of the interconnections, Rogers and Bentonville shall equally share the responsibility and costs of maintaining the additional interconnections.

5.3. Any additional interconnections constructed by the parties shall automatically become subject to this Agreement.

6. **Costs of Additional Interconnections**

6.1 All costs of design, engineering, construction, construction supervision, inspection, and other work required for any additional interconnections shall be borne equally by Rogers and Bentonville. Each party shall be solely responsible for the costs associated with improvements to or maintenance of its SCADA system except those components that are shared between the parties.

6.2 The parties may perform any work required under Paragraphs 5 and 6 of this Agreement with their own forces, as agreed by the parties. As agreed by the parties, the parties may employ professional services firms and contractors to perform or assist in performing the planning, design and construction required for any additional interconnections. If outside professional service firms or contractors are required, Rogers and Bentonville will jointly agree to the method or methods of procurement for such professional services firms or contractors and will jointly agree to the specific professional services firms or contractors to be hired. Rogers (through the Commission and/or RWU), and Bentonville will jointly contract for such professional services firms or contractors with each party paying one half (1/2) of the amount due such professional services firms or contractors. The parties will jointly approve or reject each payment application, invoice, or statement received from each professional services firm or contractor. The parties shall each pay their respective portion of each payment application, invoice, or statement directly to the applicable professional services firm or contractor.

6.3 All addendums, revisions or change orders for any contract with any professional services firm or contractor shall require the approval of the appropriate authorities of both Rogers and Bentonville.

6.4 If upon completion of any professional service or contract, there are additional costs to be paid in connection thereto, each party shall pay fifty percent (50%) of the amount of such

additional costs after the parties' joint approval of such additional costs and after obtaining any necessary approvals from the parties' respective governing bodies. In the event approval by a party's governing body is required, that party will seek such approval promptly and at the next regularly scheduled meeting of the governing body at which the party can place the item on the governing body's agenda in accordance with the governing body's regular policies and procedures.

7. Maintenance and Interconnection of Water Systems

7.1 After one or more of the existing interconnections are restored, an annual budget will be prepared jointly by the parties for general and routine maintenance of the interconnections and all interconnection facilities. The parties will agree on a budget year for the annual maintenance budget and such budget year for the annual maintenance budget need not match the budget year of either party. Each party will make provision for its portion of the annual maintenance budget in its respective annual budget process.

7.2 Rogers and Bentonville shall jointly develop a schedule of regular inspections, testing, and maintenance of the interconnections, which shall occur not less than every six months.

7.3 If during the term of this Agreement, any interconnection is not functioning properly or is otherwise in need of maintenance and/or repair, the parties may, by mutual agreement, repair the interconnection to ensure that the interconnection is in good working order and there is no interruption in use. All such maintenance, repair or replacement shall be made by and under the supervision of the parties' authorized representatives.

7.4 Rogers and Bentonville shall equally share all costs of the continuity, care, conservation, preservation, and operation and maintenance of the interconnections, including but not limited to the testing, inspections, maintenance, repair or replacement of any or all of the interconnections.

7.5 Rogers shall be responsible for the maintenance and operation of its water system to the point of any interconnection in accordance with the requirements of the Arkansas Department of Health and any other governmental agency with jurisdiction over such water system.

7.6 Bentonville shall be responsible for the maintenance and operation of its water system to the point of any interconnection in accordance with the requirements of the Arkansas Department of Health and any other governmental agency with jurisdiction over such water system.

7.7 Rogers and Bentonville shall test the accuracy of the meters provided hereunder every year or at such other interval as agreed by the parties. If any meter does not test within the accuracy parameters established by the manufacturer, the meter shall be repaired or replaced. Costs of testing and meter repair or replacement shall be shared equally between the parties.

7.8 Only authorized representatives of each party shall have access to the interconnections. Each party shall provide to the other a list of individuals authorized to have

access to the interconnections. Neither party shall designate more than five (5) authorized representatives.

8. Use of Interconnections

Emergency Use

8.1 In the event of an emergency affecting the water system of either party hereto, the party experiencing the emergency may use one or more of the interconnections upon notice to the other party as described below. Neither party shall declare an emergency on the basis of "voluntary or mandatory water conservation efforts" if the conditions causing the "voluntary or mandatory water conservation efforts" are being experienced by both parties (for example, water rationing by the Beaver Water District with resulting curtailment of water to both parties to this Agreement).

8.2 *Declaration of Emergency by Rogers*. In the event of an emergency occurring in Rogers' water system that will necessitate use of any interconnections, the Superintendent of the Rogers Water Utilities or the Superintendent's duly authorized representatives will immediately inform the Mayor of Rogers who may declare an emergency. The Mayor of Rogers or the Mayor's duly authorized representative shall inform the Mayor of Bentonville of the emergency and that the provisions of this Paragraph 8 are being invoked. Upon declaration of an emergency by the Mayor of Rogers, the Superintendent of the Rogers Water Utilities or the Superintendent's duly authorized representatives will notify the Water Utilities Director of the City of Bentonville by telephone and email of the emergency and will specify the interconnection or interconnections to be used. Notice to Bentonville shall be made to:

Water Utilities Director
City of Bentonville
3200 SW Municipal Drive, Bentonville, Arkansas 72712
Phone: 479-271-3140 Fax: 479-271-6807
E-mail: pnewbill@bentonvillear.com

or such other person or contact information as may be specified from time to time by Bentonville. In the event of failures of telephone, electronic mail, or other regular methods of communication, notice shall be made by emergency radio transmission, including through the Arkansas Wireless Information Network (AWIN) system, or written hand delivery.

8.3 *Declaration of Emergency by Bentonville*. In the event of an emergency occurring in Bentonville's water system that will necessitate use of any interconnections, the Water Utilities Director of the City of Bentonville or the Director's duly authorized representative will immediately inform the Mayor of Bentonville who may declare an emergency. The Mayor of Bentonville or the Mayor's duly authorized representative shall inform the Mayor of Rogers of the emergency and that the provisions of this Paragraph 8 are being invoked. Upon Declaration of an emergency by the Mayor of Bentonville, the Water Utilities Director of the City of Bentonville or the Director's duly authorized representatives shall notify the Superintendent of the Rogers Water Utilities by telephone and email of the emergency and will specify the interconnection or interconnections to be used. Notice to Rogers shall be made to:

Superintendent
Rogers Water Utilities
601 S. Second Street
Rogers, Arkansas 72756
Phone: 479-621-1142
E-mail: manager@rogersar.gov

or such other person or contact information as may be specified from time to time by Rogers. In the event of failures of telephone, electronic mail, or other regular methods of communication, notice shall be made by emergency radio transmission including through the Arkansas Wireless Information Network (AWIN) system, or written hand delivery

Use for Maintenance

8.4 Whenever a party may be required to provide maintenance to its water system or any part thereof and such maintenance requires the water system or part thereof to be taken out of service, that party is authorized to use the interconnections to make a temporary connection to the water system of the other party and to use of the other party's water system for the period of maintenance as authorized by this Agreement.

8.5 (i) The party desiring to use the interconnections during a period of maintenance shall provide at least thirty (30) days written notice to the other party of its intent to use the interconnections. Such notice shall state the maintenance that will be performed, the name and address of the contractor who will be performing such maintenance, the anticipated length of the period of maintenance, the interconnections to be used, and the date upon which the temporary connections to the other party's water system will be made. The party receiving the notice shall promptly acknowledge receipt of the notice. The party desiring to use the interconnection during a period of maintenance shall not use the interconnections until it confirms that its notice has been received by the other party.

(ii) The party receiving the notice may reject the notice and notify the party desiring to use the interconnections during a period of maintenance that use of the interconnections during the time frame specified in the notice will result in an adverse impact upon the operations of the party receiving the notice or the ability of the party receiving the notice to supply water to its own customers. In such event, the party desiring to use the interconnections during a period of maintenance will not make the interconnections. However, the party receiving the notice will specify another time period during which the interconnections can be made.

Other Conditions for Use of the Interconnections

8.6 Except as otherwise provided herein, no temporary connection to the water system of the other party shall be made unless authorized representatives of both parties are present at the time of the temporary connection. Authorized representatives of each party shall read the interconnection meter at the time of temporary connection and at the time of shut off of the temporary connection.

8.7 Use of the interconnection shall be allowed for only so long as may be absolutely necessary to allow the party using the interconnection to complete the necessary maintenance, or, in the case of an emergency, to promptly restore service to its water system.

8.8 Each party shall use its best efforts to supply the other party with the amount of water necessary during the maintenance or emergency. Under no circumstances, however, shall either party be required to supply water or the use of its water facilities if such action would have an adverse impact upon its operations or the ability to supply water to its own customers. Neither Party shall be liable for any damages to the other resulting from the failure to supply water or for any interruption of the water supply through an interconnection.

8.9 The interconnections shall be operated and maintained in such a manner that neither party is placed in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction over the operation of a public water system.

9. Water Usage and Metering

9.1. The parties shall maintain a flow meter at each interconnection for purposes of measuring the amount of water provided to the other party under this Agreement. Each meter will be of such a type that permits flow and metering in both directions to each party's water system. The party providing water to the other party pursuant to this Agreement shall invoice the other party within thirty (30) days of providing water pursuant to this Agreement and shall invoice the other party no less than every thirty (30) days if water continues to be provided pursuant to this Agreement. The party providing water through this Agreement shall bill the other party at the wholesale rate per thousand gallons that the providing party paid for the water from the Beaver Water District.

10**. Term and Termination**

10.1 *Term of Agreement*. The term of this Agreement begins when it is signed by both parties hereto ("effective date") and, unless otherwise terminated in accordance with other provisions of this Agreement, this Agreement shall remain in full force and effect for a term of ten (10) years from and after the effective date, and shall thereafter be renewed for successive five (5) year terms unless either party gives the other party written notice of termination not less than ninety (90) days prior to the end of the then current term.

10.2 *Termination of Agreement for Cause*. This Agreement may be terminated by either party in the event the other party fails to perform its obligations under this Agreement. Prior to termination for cause, the party asserting a breach shall give the other party written notice describing the other party's breaches. The party against whom a breach is asserted shall then have thirty (30) days to cure all breaches. If that party's breaches are not cured within this time limit, then the party asserting the breach may proceed to terminate this Agreement by giving written notice of termination to the other party. Termination is not a party's exclusive remedy and either party may further seek all other legal and equitable remedies available to it arising from the other party's breach.

10.3. *Termination of Agreement to Comply with Law or Obligations***.** This Agreement may be terminated by either party at any time in the event that party determines, in its sole discretion, that this Agreement will violate any applicable law or regulation, or constitute or cause a condition of default or breach on the part of that party, its commissions, boards, or other public bodies, under any other contracts or agreements.

11. **Additional Provisions**

11.1 The parties may extend the deadlines and timelines specified in this Agreement by mutual agreement expressed in writing in a document signed by both parties hereto.

11.2 Each party agrees to comply with all State of Arkansas water conservation regulations and to implement a water conservation program during the time that any interconnection is in use.

11.3 The water delivered by each party to the other under this Agreement shall be of such quality as to meet or exceed any water quality standards enacted or promulgated by the Department of Health of the State of Arkansas, the Environmental Protection Agency, the Arkansas Department of Environmental Quality (ADEQ) or such other state or federal agency or agencies that have jurisdiction over such matters.

11.4 Each party shall take adequate measures to ensure the security of the interconnections. Should any damage occur to an interconnection due to a failure of a party to ensure such security, that party shall be liable for the cost of repairing any damages occurring to the interconnection due to such failure.

11.5 Upon termination of this Agreement, the parties will close the interconnections but may maintain the ability to reconnect.

11.6 *Tort Immunity*. Nothing in this Agreement shall operate as, or be construed as, a waiver, limit, modification, nullification, or alteration, of the tort immunity and other rights and immunities granted to the parties pursuant to Ark. Code. Ann. §21-9-301 and other applicable law.

11.7 *No Joint Venture; No Third-Party Beneficiaries***.** This Agreement is made at arm's length between two independent contracting parties. Nothing in this Agreement shall be deemed to create a joint venture, partnership, tenancy in common, joint tenancy, or any similar relationship between the parties or require either party to engage in further business relationships between the parties. The parties further agree that there are no third-party beneficiaries of this Agreement and that no person or entity, other than the parties hereto (and in the case of Rogers, the Commission and RWU) shall have standing to enforce the terms of this agreement.

11.8 *Certification of Compliance with Ark. Code. Ann. § 25-1-503*. Pursuant to Ark. Code. Ann. § 25-1-503, each of the parties hereto certifies that it is not currently engaged in a boycott of Israel. Each party further agrees for the duration of the Agreement not to engage in a boycott of Israel.

11.9 *No Assignment of Rights or Delegation of Duties*. Neither party shall assign its rights under this Agreement without the express written permission of the other party. Nor shall either party delegate its duties under this Agreement without the express written permission of the other party.

11.10 *Compliance with Law***.** Each of the parties hereto is responsible for securing whatever permits, licenses, permissions, certificates, etc. required for the activities undertaken by that party pursuant to this Agreement. Each of the parties hereto states that it will at all times operate in compliance with all applicable, local, state and federal laws and/or regulations and will not act under this Agreement to cause the other party to violate any applicable local, state or federal laws or regulations.

11.11 *Notices*. Any notice or communication required or permitted (other than routine communications between the parties' representatives for coordination, scheduling, and the like, which may be sent by electronic mail or made by telephone) to be given shall be in writing and shall be deemed to have been given (i) when received if personally delivered; (ii) three (3) days after being sent by certified mail, return receipt requested, postage prepaid; or (iii) one (1) day by express courier (e.g. FedEx), if receipt is confirmed by the delivery agent, at the following addresses (or such other address as may be designated).

If given to Rogers, notice shall be sent to:

Mayor, City of Rogers, Arkansas
301 W. Chestnut St.
Rogers, AR 72756

with copies to:

Superintendent
Rogers Water Utilities
601 South 2nd Street
Rogers, AR 72756

If given to Bentonville, notice shall be sent to:

Mayor, City of Bentonville, Arkansas
117 W. Central Avenue
Bentonville, AR 72712

with copies to

Water Utilities Manager
City of Bentonville
117 W. Central Avenue, Bentonville, Arkansas 72712

Emergency Notifications shall be sent as described in Paragraph 8 above.

11.12 *Choice of Law and Venue*. This Agreement shall be governed by the laws of the State of Arkansas without regard to its principles of conflict of laws. Venue for any action concerning this Agreement shall be the state or federal courts embracing Benton County, Arkansas.

11.13 *Waiver*. Failure of either party hereto to exercise any options herein contained upon breach by the other shall not constitute a waiver of that party's right to exercise such options upon future breach.

11.14 *Complete Agreement.* This Agreement constitutes the entire agreement between the parties, and it shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto. It is further agreed that all earlier agreements of the parties concerning this subject matter are hereby rescinded.

11.15 *Severability*. If any phrase, clause, sentence or paragraph of this Agreement shall be declared invalid by the judgment or decree of a court of competent jurisdiction such invalidity shall not affect any of the remaining sentences, paragraphs or clauses of this Agreement.

11.16 *Each Party Relying on its Own Counsel*. Each party hereby represents and warrants that it has received the advice of its own legal counsel in connection with the negotiation and preparation of this Agreement (or that it has had the opportunity to do so) and that it is not relying upon the other party or the other party's counsel in reaching its decision to enter into this Agreement.

11.17. *Each Party Deemed a Drafter of the Agreement.* Each party hereby represents that they have cooperated in drafting and preparing this Agreement, and/or have had the opportunity to do so. Hence, no party will construe against any other party any ambiguity in this Agreement. Each party to this Agreement represents to the other that it has not relied upon any statement of any other party in executing this Agreement, except as expressly stated in this Agreement.

11.18. *Multiple Counterparts*. This Agreement may be executed in two counterparts, each of which shall be an original and which together constitute one and the same instrument.

11.19 *Annual Review.* The parties will conduct a review of this Agreement during each year this Agreement is in effect in order to familiarize each party's personnel with the contents of this Agreement, and to update administrative information such as contact information, addresses, and personnel involved in implementing the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolution or ordinance.

[signature pages follow]

CITY OF ROGERS, ARKANSAS

By: _____
Greg Hines, Mayor
CITY OF ROGERS

Attest:

_____
Jessica Rush, City Clerk

Date: _____

By:

THE ROGERS WATERWORKS AND SEWER COMMISSION OF THE CITY OF ROGERS, ARKANSAS

By: _____
Kathy McClure, Chairman

Attest:

_____
Brent Dobler, Acting Secretary

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

Attest:

_____
Linda Spence, City Clerk

FIRST AMENDMENT TO AGREEMENT FOR INTERCONNECTION OF MUNICIPAL WATER SYSTEMS

This First Amendment to Agreement for Interconnection of Municipal Water Systems ("this Amendment") is entered into by and between the City of Rogers, Arkansas, by and through the Rogers Waterworks and Sewer Commission of the City of Rogers, Arkansas (hereinafter "Rogers"), and the City of Bentonville, Arkansas, (hereinafter "Bentonville"). Rogers and Bentonville are each referred to herein individually as a "party" and collectively as the "parties" to this Amendment.

Recitals

WHEREAS Rogers and Bentonville are parties to that certain "Agreement for Interconnection of Municipal Water Systems" ("the Interconnection Agreement"); and

WHEREAS an additional interconnection is needed between Rogers and Bentonville, the additional interconnection to be known as the "Mount Hebron Interconnection"; and

WHEREAS the Interconnection Agreement contains certain provisions concerning the construction of additional interconnections including provisions regarding sharing of costs and joint contracting with professional services firms and contractors; and

WHEREAS in the case of the planned Mount Hebron Interconnection, it will be advantageous to vary certain terms of the Interconnection Agreement to allow for Rogers to contract directly with professional service firms and other contractors and to obtain certain reimbursements from Bentonville; and

WHEREAS Rogers and Bentonville desire to enter into this Amendment setting forth their respective obligations and responsibilities with regard to construction of the Mount Hebron Interconnection.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements and covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

DRAFT

AMENDMENT

1. **Recitals Incorporated**. The above recitals are material and incorporated into this Amendment.

2. The Interconnection Agreement is hereby amended by adding the following definition to Paragraph 2:

> *Betterments* shall mean any improvements or enhancements to an interconnection which will be to the benefit of either Rogers or Bentonville, but not both parties.

3. The Interconnection Agreement is hereby amended by adding a Paragraph 6.5 which shall read as follows:

6.5 *Mount Hebron Interconnection*. The foregoing provisions of this Paragraph 6, notwithstanding, the following provisions shall govern construction of that certain planned, metered interconnection between Rogers' planned western corridor transmission line and the existing Bentonville Water Utilities ("BWU") 48-inch water transmission line at the existing "tee" near Mount Hebron Park located at 6174 Mount Hebron Road, Rogers, Arkansas (the "Mount Hebron Interconnection").

6.5 (i) Cost Sharing. Rogers, through RWU, and Bentonville, through BWU, agree to pay all expenses related to the construction of the Mount Hebron Interconnection, according to the following cost sharing schedule. Bentonville shall pay one half of all costs and expenses related to the "base cost" of the interconnection (which shall include, without limitation the metering vault and all other components as defined in Paragraph 2 of this Agreement) including, without limitation, design and construction of the interconnection in an amount not to exceed the amount allocated to the project by the Bentonville City Council in any Bentonville budget year. Rogers' and Bentonville's respective responsibilities are outlined in Exhibit "A". Facility Costs Summary -1 attached hereto and incorporated herein by reference.

6.5 (ii) Betterments. The cost of additional design and construction costs due to betterments, requested by either party, shall be tracked separately from the "base cost" and the payments adjusted accordingly.

6.5 (iii) Rogers, through RWU, shall facilitate the design and construction of the interconnection as conceptually shown in Exhibit "B" – In-Ground Meter Vault Details-attached hereto and incorporated herein by reference. Facility costs are anticipated to include expenses for engineering design and construction. Upon payment of these expenses, RWU will transmit a reimbursement request via electronic mail to BWU. Bentonville shall provide RWU with reimbursement payments following receipt of properly supported evidence of payments made by RWU for design, construction, and other costs of the interconnection.

6.5 (iv) Rogers and Bentonville shall be equal stakeholders during the design and construction process, and will keep each other mutually informed on a regular basis of any change or potential change in the scope, status and schedule of the project. Bentonville shall promptly inform RWU of any potential change requests or other developments that may affect Bentonville's ability to provide reimbursement payments under this Paragraph 6.5.

DRAFT

6.5 (v) Time is of the essence. The parties specifically agree time is of the essence with regard to all provisions of this Paragraph 6.5. RWU agrees to begin the design of the interconnection within 60 days of the execution of the Amendment authorizing this Paragraph 6.5, weather and material availability permitting. Bentonville agrees to provide reimbursement payments to RWU within 30 days of Bentonville's receipt of RWU's request for reimbursement.

3. All other provisions of the Interconnection Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their respective authorized representatives, having been authorized to do so by appropriate resolution or ordinance.

[signature pages follow]

DRAFT

CITY OF ROGERS, ARKANSAS

By: _____
Greg Hines, Mayor
CITY OF ROGERS

Attest:

_____
Jessica Rush, City Clerk

Date: _____

By:

THE ROGERS WATERWORKS AND SEWER COMMISSION OF THE CITY OF ROGERS, ARKANSAS

By: _____
Jerry Carmichael, Chairman

Attest:

_____
Brent Dobler, Acting Secretary

Date: _____

DRAFT

CITY OF BENTONVILLE, ARKANSAS

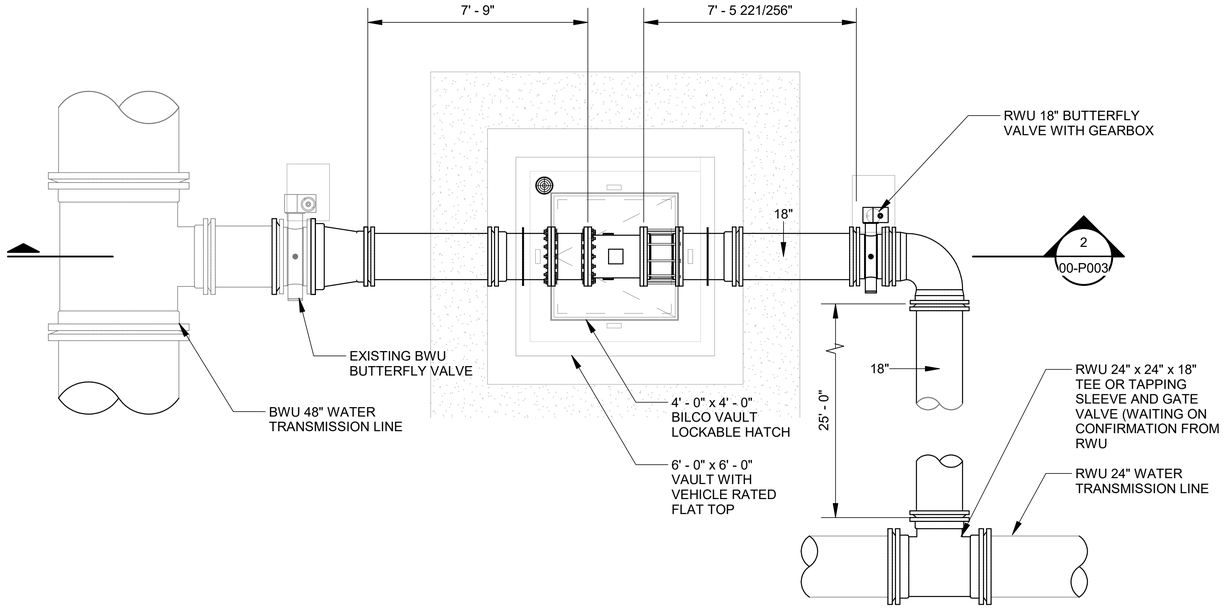
By: _____
Stephanie Orman, Mayor

Attest:

_____
Malorie Marrs, City Clerk

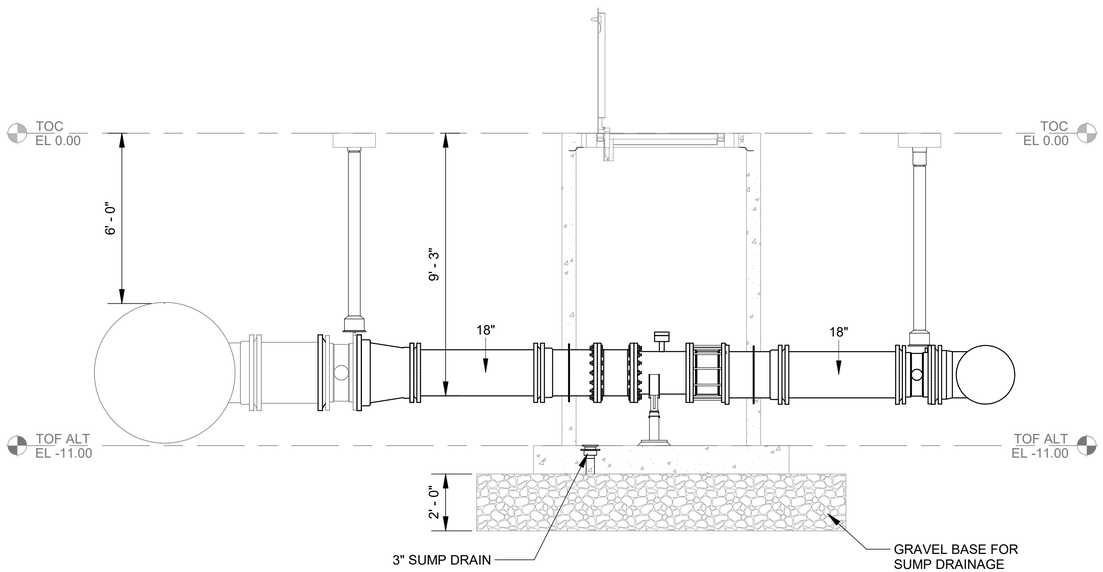
Date: _____

DRAFT



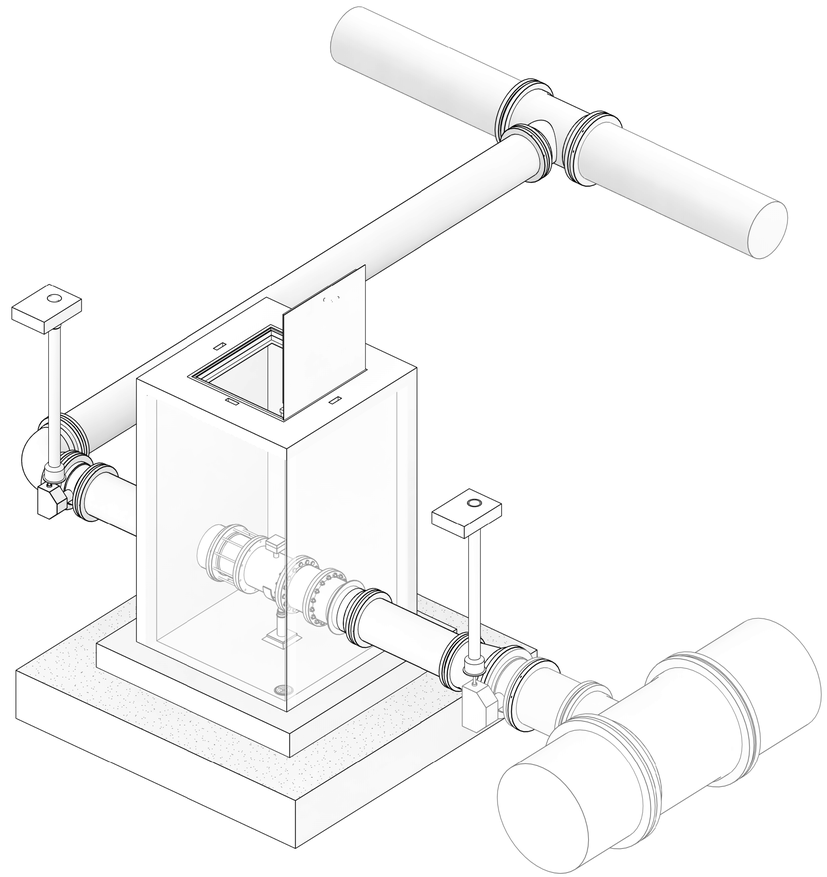
1 00-P003 **IN GROUND METER VAULT PLAN**

SCALE: 3/8" = 1'-0"



2 00-P001 **IN GROUND METER VAULT SECTION**

SCALE: 3/8" = 1'-0"



3 00-P003 **IN GROUND METER VAULT PLAN ISOMETRIC**

SCALE: NOT TO SCALE

GARVER

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THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

CONCEPT- NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION	BY

ROGERS WATER UTILITIES

ROGERS, ARKANSAS

RWU MOUNT HEBRON EMERGENCY CONNECTION

IN GROUND METER VAULT DETAILS

JOB NO.: 2400754
DATE: JUNE 2025
DESIGNED BY: JDS
DRAWN BY: JAS
CHECKED BY: RDT

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
00-P003

SHEET NUMBER

Revit File: C:\Users\jasosa\OneDrive - Garver\Archive\Documents\Proposal - Mt Hebron Park Emergency Connection Vault_Jasosa246UG.rvt
Plot Date: 6/13/2025 9:41:16 AM

Facility Costs Summary - 1

GARVER - Mt Hebron Emergency Connection
RWU & BWU
Project No. W01-2400754P

Description	Qty	Unit	Unit Cost	Labor	Total Cost
Division 2 - Existing Conditions					
Site Remediation	1	LS	$ 2,000.00		$ 2,000
Erosion Control	1	LS	$ 1,500.00		$ 1,500
Fence Demolition	40	LF	$ 10.00		$ 400
Miscellaneous	0%				$ -
Sub-Contractor Markup	0%				$ -
Subtotal Division 2					**$ 3,900**
Division 3 - Concrete					
Precast vault	1.00	LS	$ 15,000.00	$ 31,500.00	$ 46,500.00
Miscellaneous	0%				$ -
Sub-Contractor Markup	0%				$ -
Subtotal Division 3					**$ 46,500**
Division 5 - Metals					
Fence Gate	1.00	EA	$ 1,000.00	$ 300.00	$ 1,300.00
Miscellaneous	0%				$ -
Sub-Contractor Markup	0%				$ -
Subtotal Division 5					**$ 1,300**
Division 8 - Openings					
4'X4' HS20 Hatch	1	LS	$ 6,000.00	$ 1,800.00	$ 7,800
Miscellaneous	0%				$ -
Sub-Contractor Markup	0%				$ -
Subtotal Division 8					**$ 7,800**
Division 22 - Plumbing					**$0**
Division 23 - HVAC					**$0**

Description	Qty	Unit	Unit Cost	Labor	Total Cost
Division 26 - Electrical					
Electric meter	1	LS	$ 8,500.00	$ 2,550.00	$ 11,050
Electrical Service and Misc. Equipment	1	LS	$ 2,500.00	$ 750.00	$ 3,250
Utility Allowance	1	LS	$ 5,000.00	$ 1,500.00	$ 6,500
Miscellaneous	0%				$ -
Sub-Contractor Markup	15%				$ 3,120
Subtotal Division 26					**$ 23,920**
Division 31 - Earthwork					
Vault Excavation	135	CY	$ 20.00	$ -	$ 2,700
Vault Backfill	120	CY	$ 40.00	$ -	$ 4,800
Gravel base for sump drainage	11	CY	$ 60.00	$ -	$ 660
Miscellaneous	0%				$ -
Sub-Contractor Markup	0%				$ -
Subtotal Division 31					**$ 8,160**
Division 32 - Exterior Improvements					
Parking - Gravel	21	SY	$ 40.00		$ 840
Concrete Apron	12	SY	$ 140.00		$ 1,680
Land/Easement Acquisition	1.00	LS	$ 10,000.00		$ 10,000
3 Strand Wooden Fence	40	LF	$ 50.00		$ 2,000
Miscellaneous	0%				$ -
Sub-Contractor Markup	0%				$ -
Subtotal Division 32					**$ 14,520**
Division 40 - Process Integration					
18" Bi-Directional Flow Meter	1	EA	$ 14,500.00	$ 4,350.00	$ 18,850
18" DIP	15	LF	$ 400.00		$ 6,000
24"x18" DIP Reducer	1	EA	$ 4,100.00	$ 1,230.00	$ 5,330
EBAA Mega Flange	2	EA	$ 500.00	$ 150.00	$ 1,300
Wall Pipe	2	EA	$ 1,000.00	$ 300.00	$ 2,600
18" RCP	16	LF	$ 125.00		$ 2,000
18" Flared End Sections	2	EA	$ 2,500.00		$ 5,000.00
Miscellaneous	0%				$ -
Sub-Contractor Markup	0%				$ -
Subtotal Division 40					**$ 41,080**
Subtotal This Facility					**$ 147,180**

Description	Qty	Unit	Unit Cost	Labor	Total Cost
RWU Specific Costs					
18" DIP	25	LF	$ 400.00		$ 10,000
18" Butterfly Valve with Gear Box	1	EA	$ 22,000.00	$ 6,600.00	$ 28,600
24"x24"x18" Tapping sleeve & valve	1	EA	$ 60,000.00		$ 60,000
18" 90 degree Bends	1	EA	$ 4,500.00		$ 4,500
Pavement Cut & Replace	4	SY	$ 300.00		$ 1,050
MOT	1	LS	$ 5,000.00	$ -	$ 5,000
Miscellaneous	0%				$ -
Sub-Contractor Markup	0%				$ -
RWU Shared Facility Costs					**$ 73,590**
Subtotal RWU Specific Costs					**$ 109,150**
Mobilization				10%	$ 18,274
Contractor's Overhead and Profit				25%	$ 50,254
Total OPCC (No Contingency)					**$ 251,268**
Design & Bidding Contingency				20%	$ 50,254
Total Estimated Facility Costs w/ Contingency					**$ 301,521**
Design Fees					$ 62,000
Construction Admin & Observation Fees				10%	$ 30,152
Total Design and Construction Costs					**$ 393,673**

BWU Costs					
		LF	$ -		$ -
			$ -		
Miscellaneous	0%		$ -		$ -
Sub-Contractor Markup	0%		$ -		$ -
BWU Shared Facility Costs					**$ 73,590**
Subtotal BWU Specific Costs					**$ -**
Mobilization				10%	$ 7,359
Contractor's Overhead and Profit				25%	$ 20,237
Total OPCC (No Contingency)					**$ 101,186**
Design & Bidding Contingency				20%	$ 20,237
Total Estimated Facility Costs w/ Contingency					**$ 121,424**
Design Fees					$ 62,000
Construction Admin Fees				10%	$ 12,142
Total Design and Construction Costs					**$ 195,566**

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT 1 TO INTERCONNECTION AGREEMENT WITH THE CITY OF ROGERS – MT. HEBRON EMERGENCY CONNECTION IN THE AMOUNT OF ONE-HUNDRED NINETY-FIVE THOUSAND FIVE-HUNDRED SIXTY-SIX DOLLARS ($195,566.00); AND FOR OTHER PURPOSES.

WHEREAS Rogers and Bentonville are parties to that certain "Agreement for Interconnection of Municipal Water Systems" ("the Interconnection Agreement"); and

WHEREAS an additional interconnection is needed between Rogers and Bentonville, the additional interconnection to be known as the "Mount Hebron Interconnection"; and

WHEREAS the Interconnection Agreement contains certain provisions concerning the construction of additional interconnections including provisions regarding sharing of costs and joint contracting with professional services firms and contractors; and

WHEREAS in the case of the planned Mount Hebron Interconnection, it will be advantageous to vary certain terms of the Interconnection Agreement to allow for Rogers to contract directly with professional service firms and other contractors and to obtain certain reimbursements from Bentonville; and

WHEREAS Rogers and Bentonville desire to enter into this Amendment setting forth their respective obligations and responsibilities with regard to construction of the Mount Hebron Interconnection.

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to execute said Amendment #1 to the Agreement for Interconnection of Municipal Water Systems with the City of Rogers, Arkansas, in the amount not to exceed One-Hundred Ninety-Five Thousand Five-Hundred Sixty-Six Dollars ($195,566.00).

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3- Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/9/2025	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water Utilities - Sewer Rehab
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving Town Branch Basin Sewer Improvements - Engineering and Final Design
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with Garver Engineering, in the amount of $1,338,223.00 for final design of wastewater utility improvements within Town Branch Sewer Basin. This would include all TB sections in the Sewer Collections Analysis. Utility Board approved 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This firm was selected following the City's Purchasing Policy for professional services.Garver will also provide financial impact assumptions for proceeding with an atypical construction sequence; and include a review of the existing interceptor model with input of projected developments within the basin. The project design cost is funded by Utility Fund Reserves.
Amount for Approval:	**$** $1,338,223.00

Budget Impact

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

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

503040-47341	Sewer Line Improvements	$ 1,338,223.00	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

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

Budget Impact Notes for Consideration (Optional):

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Town Branch Basin Sewer Improvements ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Garver, LLC, hereinafter referred to as "PROFESSIONAL CONSULTANT" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this _____ ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and

B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-801; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The PROFESSIONAL CONSULTANT wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and PROFESSIONAL CONSULTANT agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, PROFESSIONAL CONSULTANT agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), and APPENDIX C "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks" attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

PROFESSIONAL CONSULTANT shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. PROFESSIONAL CONSULTANT shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT.

D. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.

E. CITY reserves the right to delay, without penalty, any partial payment when, in the reasonable opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE in consideration of the Standard of Care. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.

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

G. If the CITY fails to make any payment, not in dispute, due to PROFESSIONAL CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due to the PROFESSIONAL CONSULTANT will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, PROFESSIONAL CONSULTANT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until PROFESSIONAL CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. PROFESSIONAL CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:

1. A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL CONSULTANT's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL CONSULTANT, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL CONSULTANT's employees involved in the provision of services under this AGREEMENT with policy limit of not less than $1,000,000.00; and

4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00 per claim.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and

2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;

3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing

the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

A. CITY will obtain and/or furnish right-of-access for PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. PROFESSIONAL CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, delivered by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, subcontractors, agents, representatives, and/or employees pursuant to the SCOPE in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT.

B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law; provided, however, that CITY's reuse or modification of PROJECT DOCUMENTS without PROFESSIONAL CONSULTANT's involvement is at CITY's sole risk and without legal liability to PROFESSIONAL CONSULTANT.

C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.

D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates, agents and PROFESSIONAL CONSULTANTs for the technical accuracy or competency of their designs, working drawings and specifications, or other documents and work in accordance with the Standard of Care; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents and work prepared by

PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANTs.

F. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform PROFESSIONAL CONSULTANT in writing of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which PROFESSIONAL CONSULTANT shall communicate to its employees. PROFESSIONAL CONSULTANT and its employees shall adhere to such procedures and regulations once written notice has been given by the CITY.

B. Unless specifically provided in the SCOPE, PROFESSIONAL CONSULTANT shall not have any responsibility for overall job safety at the site. If in the PROFESSIONAL CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, PROFESSIONAL CONSULTANT may immediately suspend performance until such safety standards can be attained.

C. PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY for any third-party claim of tangible property damage or bodily injury (including death) to the extent caused by PROFESSIONAL CONSULTANT's negligent performance of the SCOPE under this AGREEMENT.

ARTICLE X - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.

C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any third-party loss, damage, liability or expense, attributable to tangible property damage or bodily injury (including death) to the extent caused by the negligence, or willful misconduct of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents in performance of the SCOPE under this AGREEMENT. PROFESSIONAL CONSULTANT is not required hereunder to indemnify and hold them harmless from liability based on the CITY's negligence

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the PROFESSIONAL CONSULTANT, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with PROFESSIONAL CONSULTANT's actions. All services to be performed by the PROFESSIONAL CONSULTANT pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The PROFESSIONAL CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

A. CITY and PROFESSIONAL CONSULTANT 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 dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, PROFESSIONAL CONSULTANT will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for PROFESSIONAL CONSULTANT's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - OPINIONS OF PROBABLE COST

A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.

B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

PROFESSIONAL CONSULTANT shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT 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 AGREEMENT will be in the District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any appendix, proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or PROFESSIONAL CONSULTANT's services.

ARTICLE XVIII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XIX – ENTIRE AGREEMENT

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

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The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** one million three hundred thirty eight thousand two hundred twenty-three dollars and zero cents ($1,338,223.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

IN WITNESS THEREOF, the CITY and PROFESSIONAL CONSULTANT have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	**GARVER, LLC**
CITY	PROFESSIONAL CONSULTANT
BY	BY
MAYOR	
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A

PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

Provide professional engineering services for the Town Branch Basin Sewer Improvements. These improvements will follow the guidelines for the Town Branch Basin, as outlined in the Sewer Collection Analysis and Peak Flow Management Program-Part II dated March 13, 2025.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the PROFESSIONAL CONSULTANT by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the PROFESSIONAL CONSULTANT is accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the PROFESSIONAL CONSULTANT.

SERVICES BY THE PROFESSIONAL CONSULTANT

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:

  Topographical surveys, Right-of-Way Surveys, Utility Surveys and Coordination, Traffic Study, Geotechnical Investigations, Environmental Surveys, Permitting, Major Drainage Study, Conceptual Design Phase (30%), Preliminary Design Phase (60%), Final Design Phase (90%), Public Meetings, Bidding Services, Construction Support Services, Project Management Services, Project Closeout.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Coordinate and Furnish approvals and permits from all Regulatory Agencies having jurisdiction over the PROJECT.
- Provide all services relevant to City of Bentonville Plan Review procedures.
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Coordinate and facilitate meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- Subcontracting of services by the PROFESSIONAL CONSULTANT shall have prior approval of the CITY.

APPENDIX B

SCOPE OF SERVICES (CONT.)

Specific work orders will define the scope of services and schedule for each task required of PROFESSIONAL CONSULTANT. Each work order will be subject to the Terms and Conditions as set forth in this AGREEMENT. Any special contractual terms will also be noted in the work orders. The fee for each work order will be based on the work required within each work order and the fee schedule provided in APPENDIX C.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

PROPOSAL FOLLOWS

APPENDIX A
Project Description

This proposal will provide professional engineering services for the Town Branch Basin Sewer Improvements. These improvements will follow the guidelines for the Town Branch Basin, as outlined in the Sewer Collection Analysis and Peak Flow Management Program-Part II dated March 13, 2025. This report outlined six projects to help alleviate capacity issues in this basin. The six projects will be broken down into a West Phase and East Phase, as generally outlined below.

WEST PHASE

TB-25.1 is located in subbasin TB1, slightly upstream of the WRRF. The report is predicting surcharging of pipes in the near term, and the report identifies 4,019 linear feet (lf) of 12" sewer pipe that will need upsizing. The report recommends replacing with an 24" pipe.

TB-45.1 is located in subbasin TB3 and located north of the NW 5th Street and Hook Street intersection. The report is predicting surcharging of the pipe within the 2045 horizon and identifies 1,378 lf of 12" pipe that will need upsizing. The report recommends replacing with an 18" pipe.

EAST PHASE

TB-25.2 is located in subbasin TB7, and is located in the furthest reach of the Townbranch basin, west of the SE 8th Street and SE J Street intersection. The report is predicting surcharging of pipe in the near term and the report identifies 317 lf of 12" pipe that will need upsizing. The report recommends replacing with an 18" pipe.

TB-30.1 is located in subbasin TB6 and is connected to the downstream(north) end of the section outlined in TB-25.2. This report is predicting surcharging of the pipe within the 2030 horizon and identifies 1,543 lf of 12" pipe and 500 lf of 15" pipe that will need upsizing. The report recommends replacing both sizes of existing pipe with 18".

TB-40.1 is located in subbasin TB4, and located on private property south of Crystal Bridges and east of the Downtown area. The report is predicting surcharging of pipe within the 2040 horizon and identifies 1,595 of 18" pipe that will need upsizing. The report recommends replacing with a 24" pipe.

TB-45.2 is located in subbasin TB2 and connects to the downstream(north) end of TB-45.1. It termination is near the WRRF and the termination of TB-45.2. The report is predicting surcharging of the pipe within the 2045 horizon and identifies 1,780 lf of 24" pipe that will need upsizing. The report recommends replacing with an 30" pipe.

Due to the continued unprecedented growth seen in this basin, Garver will provide a Basis of Design Report to the City. This report will verify the limits/sizes of upgrades recommended in the previously mentioned report and provide additional recommendations for upgrades and priority of projects to allow for expediting free capacity within the system; provide financial impact assumptions for proceeding with an atypical construction sequence; and include a review of the existing interceptor model with input of projected developments within the basin.

Upon review of the BODR by the Owner, Garver will provide conceptual, preliminary, and final design drawings for each of the 6 identified projects and any additional areas identified as critical. Upon completion of each phase of each project, Garver will provide an Opinion of Construction Cost to the Owner.

Garver will also provide surveying, geotechnical, and environmental deliverables to support the design

plan production and required permitting.

Construction-related services will be handled through an additional amendment when directed by the Owner.

APPENDIX B

Scope of Services

1. Project Management

a. General Project Management & Document Control - Manage all efforts of the project team, individual team members, client coordination and sub-consultant management and coordination. Manage and maintain appropriate records and documentation of project decisions, modifications, activities, communication, correspondence, and schedules.

b. Kick-off Meeting – Conduct one (1) 2-hour in-person meeting with the Owner engineering staff to accelerate design process to hit accelerated design and construction timelines. Meeting minutes will be prepared and distributed by Garver.

c. Progress Meetings – Conduct monthly progress meetings with the Owner. These meetings will be held in-person with a virtual option. Meeting agenda and minutes will be prepared and distributed by Garver.

d. Quality Control - At the major milestones a Principal or Senior Engineer will conduct a review of the design. The quality review will follow the engineer's guidelines and procedures that have been established to ensure the application of industry design practices.

e. Permitting and Stakeholder Coordination

- Arkansas Department of Energy and Environment (ADEE) – This task includes submittal of Short Term Activity Authorizations (STAAs) and construction Stormwater Pollution Prevention Plans (SWPPPs) for regulatory compliance review and comments. Coordinate and develop responses to regulatory review comments as directed by the Owner.
- Arkansas Department of Health (ADH) – This task includes support for City of Bentonville in the submission of the preliminary and final design documents for review, coordination and comments. Coordinate and develop up to 2 responses to regulatory review comments as directed by the Owner.
- US Army Corps of Engineers (USACE) – This task includes coordination with USACE throughout the preliminary and final design phase. It is assumed that construction impacts will qualify under Nationwide Permit (NWP) 58. It is assumed that construction impacts of streambank restoration within the utility easement will qualify under NWP 13. This task does not include the preparation of an individual permit (IP).
- City of Bentonville (CoB) – This task includes submittal of an in-house large scale permit application and final design documents for CoB review and approval. This task also includes support for three rounds of CoB comments, including coordinating and developing responses to review comments as well as updating design documents as needed.
- Miscellaneous Stakeholder Coordination – identify and perform general coordination with remaining stakeholders to understand potential design impacts, permitting requirements,

and construction constraints. This coordination will be done via phone or email and does not include additional coordination meetings.

2. FEMA / No-Rise Certificate

a. City of Bentonville No-Rise Certification

The proposed project is located within the Town Branch floodplain, mapped as Zone AE with floodway by FEMA. The proposed project will involve replacement of underground pipe, so no permanent fill is planned, and any disturbed ground will be replaced to existing grade. Because no fill is anticipated, a hydraulic analysis of the project is not necessary. Garver H&H staff will review the project plans to confirm that no fill will be placed in the Effective floodplain or floodway. Based on this review, Garver will provide a no-rise certificate and memorandum of findings. Garver will coordinate with the floodplain administrator as needed to meet floodplain development requirements.

If the proposed project will require fill within the floodplain or floodway, a hydraulic analysis of the project will be required to determine no rise to the base flood elevations (BFEs). This analysis and any associated tasks, including data collection, hydrologic or hydraulic modeling, reports and mapping, coordination with FEMA, or a map revision application (CLOMR or LOMR) will be considered additional services.

3. Survey

a. Design Surveys

Garver will locate existing monumentation representing right of ways and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver. The scope of services assumes up to 40 parcels. During property surveys, Garver will perform aerial photography using drone LiDAR (billed at $4,000 per day equipment fee) and coordinate FAA authorization.

b. Property Surveys

Garver will provide field survey data for designing the Project, and this survey will be tied to the Arkansas State Plane North Zone. The survey limits will be approximately 100’ in width. Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the Project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site. Garver will coordinate and pay for utility locates (ARKUPS). The Scope of Services assumes that the Owner will not charge Garver for locating the Owner’s water and sewer utilities. Garver will establish up to 10 control points for use during construction..

Prepare right-of-entry (ROE) letters using the Owner’s template for each affected property to perform necessary surveys. If property owners do not respond to the initial letter, send a

follow-up request letter via certified U.S. Mail, return receipt requested. Furnish the return receipt to the Owner as evidence of its compliance with this paragraph.

4. Property Acquisition Documents (40 properties max)

a. Exhibits and Documentation

Garver will provide mapping as required for preparing easement acquisition documents to Garver's property acquisition sub-contractor to use in acquiring the easements necessary for the project. Documentation will include a key map showing all affected properties and an individual tract map with written description of temporary and permanent acquisition for each property. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than forty (40) properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

Garver will develop property owner notification letters, project information cards, and a project information PDF. Garver will distribute the property owner notification letters to the surrounding property owners. The project information cards will be used by all team personnel onsite to distribute to the public. This information card will be used to direct interested parties to the information website. The city will use the project information PDF to host an informational website that will be updated throughout the course of the project.

b. Property Acquisition Services

Garver will provide title work/title search services and sub-contract a property acquisition service and provide acquisition documents to sub-contractor. Property appraisals and negotiations will be coordinated with the Owner for approval and provide negotiation services with property owners for required easements.

5. Geotechnical Investigation

Garver will determine geotechnical exploration locations for design and constructability of improvements. Garver will sub-contract geotechnical exploration services to determine general subsurface conditions at those locations and to gather data on which to base a geotechnical evaluation with respect to the proposed construction. The geotechnical exploration will gather data for testing of subsurface soils, depth and type of rock, ground water, and other information needed for identification of excavation, backfill type and depth, and foundation designs.

The work will include test borings, laboratory analysis and geotechnical evaluation appropriate to address the geotechnical aspects of the proposed construction. The geotechnical exploration results & report will be provided to BWU as a stand-alone document from the geotechnical consultant.

The scope of services will include geotechnical site reconnaissance and subsurface exploration by test bores and laboratory analysis. The proposed subsurface exploration will consist of fourteen (14) total test borings. During the advancement of each boring, disturbed samples will be collected using Standard Penetration Testing (SPT). Each boring will be advanced to the planned termination depth or auger refusal, whichever occurs first. Four (4) SPT samples will be collected

in the upper 10 feet of each boring, followed by 5-foot sampling intervals thereafter. It should be noted that rock coring is not included in this proposal.

6. Environmental Services

Anticipated environmental services breakdown:

WEST PHASE

TB-25.1

- Wetland and Stream Delineation – 4,019 lf (approx. 4.6 ac Environmental Study Area)
- Section 404 Permitting
- Small Site SWPPP
- STAA x 5

TB-45.1

- Wetland and Stream Delineation – 1,378 lf (approx. 1.6 ac Environmental Study Area)
- Section 404 Permitting
- Small Site SWPPP
- STAA x 1

EAST PHASE

TB-25.2

- Wetland and Stream Delineation – 317 lf (approx. 0.4 ac Environmental Study Area)
- Small Site SWPPP
- STAA – none anticipated

TB-30.1

- Wetland and Stream Delineation – 2,043 lf (approx. 2.3 ac Environmental Study Area)
- Section 404 Permitting
- Small Site SWPPP
- STAA x 4

TB-40.1

- Wetland and Stream Delineation – 1,595 lf (approx. 1.8 ac Environmental Study Area)
- Section 404 Permitting
- Small Site SWPPP
- STAA x 2

TB-45.2

- Wetland and Stream Delineation – 1,780 lf (approx. 2.0 ac Environmental Study Area)
- Section 404 Permitting
- Small Site SWPPP
- STAA x 3

a. Wetland and Stream Delineation

Garver will complete a wetland and stream delineation of the above defined area including a 50-foot-wide corridor centered on the proposed pipeline. The delineation will include field evaluation and mapping of potentially jurisdictional waters of the United States, including streams, in accordance with the regulatory guidance as of the date of notice to proceed. Each potentially jurisdictional feature will be mapped with a sub-meter GPS, which will be used to create shapefiles for determining avoidance and minimization of impacts. The delineation will utilize methodologies outlined in the 1987 Corps of Engineers Wetlands Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0). Garver will accomplish the following as part of the wetland delineation:

- Review pertinent resources related to the Environmental Study Area's hydrology and soils, and review of historical topographic maps and aerial photographs.
- Field survey of wetlands and streams within the Environmental Study Area.
- Create shapefiles from field collected data to be utilized in wetland report exhibits and for quantification of wetland acreages and stream lengths within the Environmental Study Area.
- Complete a wetland delineation report of findings that includes necessary documentation for submittal to the U.S. Army Corps of Engineers (USACE) to obtain a Preliminary Jurisdictional Determination, if requested, and appropriate Section 404 NWP. This report will be delivered electronically.

Field verification with USACE is not anticipated and thus not included in this contract, but if required can be added by contract amendment.

b. Section 404 Nationwide Permit Package and USACE Coordination

Garver will coordinate with the USACE regarding impacts to potentially jurisdictional waters of the United States and will assist in coordinating the issuance of a Section 404 NWP. A Section 404 Individual Permit and any mitigation planning beyond the requirements identified with a NWP are not anticipated and would be considered extra work. Garver will:

- Assist with USACE coordination for the issuance of the appropriate Section 404 NWP for project impacts within the Environmental Study Area.
- Compile a Section 404 NWP package that will include the following:
    - Form 6082 (NWP).
    - Impact determinations (acreage and linear feet) shown on aerial exhibits and/or design plan sheets.
    - Functional Value Assessment for determining required wetland and/or stream mitigation credits.

- Locate a USACE-approved mitigation bank and coordinate with the Client to purchase the USACE-approved number of wetland and/or stream mitigation bank credits (if needed).
- Coordinate issuance of Section 404 NWP.

Garver will stay in close coordination with the design team regarding revisions and design changes throughout the permitting process.

In support of Section 404 permitting, Garver will conduct initial coordination with the U.S. Fish and Wildlife (USFWS) to ensure federally listed threatened and endangered species of concern listed for the Environmental Study Area are identified, as well as their preferred habitats, to avoid/minimize impacts. This coordination includes receipt of an automated response from USFWS through their Information for Planning and Consultation (IPaC) project planning tool, which will assist in providing information related to species existence, habitat, and mitigation. Additionally, a summary table outlining the anticipated habitat impacts and Garver's preliminary effect determinations for federally listed species will be prepared and submitted to USACE to assist with USACE's Section 7 responsibilities. If suitable habitat for any listed threatened or endangered species is encountered within the Environmental Study Area, it may be necessary to survey for certain species. However, presence/absence surveys for any listed threatened or endangered species are not anticipated and therefore not included as a part of this scope.

c. Water Quality Permitting

As there are no 303(d) listed streams in the Environmental Study Area, per Arkansas Division of Environmental Quality (DEQ) & ArcGIS Enviroview website, and Garver assumes that blanket Section 401 water quality certification from the DEQ will be obtained through issuance of the appropriate Section 404 NWP, if needed. Individual water quality certification planning is not anticipated and considered extra work.

Garver will prepare a Notice of Coverage (NOC) and small site construction SWPPP in accordance with DEQ standards in order to meet the National Pollutant Discharge Elimination System (NPDES) requirements for proposed work within the Environmental Study Area. Garver will:

- Review, comment on, and refine SWPPP design sheets to meet DEQ standard requirements for site plans.
- Work with designers on selection of best management practices (BMPs) for erosion and sediment control.
- Complete written SWPPP report per DEQ template.

Garver will coordinate issuance of up to 15 STAAs for The areas listed above in accordance with DEQ standards for stream crossings. Garver will pay the permitting fee for up to 15 STAAs (estimated at a total of $2,250).

7. Concept Design

a. The conceptual design phase submittal will include route studies and 30% design of the existing collection system to meet future growth and development needs, and the submittal will include conceptual plan and profile drawings for the proposed improvements. This will include evaluation of pipe sizing, routing, lift station sizing as required, and use of gravity sewer throughout the basin. This conceptual submittal will be for the purpose of coordinating the proposed improvements with the Owner, stakeholders, and the utility companies and developing an order of magnitude cost estimate for the Project. Once approved by Owner, Garver will incorporate comments from the Owner in the Preliminary Design (added as an amendment to services).

b. 30% OPCC – Prepare an estimate of construction quantities and develop an AACE Class 3 (-50% to +20%) preliminary opinion of probable construction cost (OPCC).

c. Utility coordination: identify utility potential conflicts and perform general coordination with the stakeholders to understand potential design impacts, permitting requirements, and construction constraints. This coordination will be done via phone or email and does not include additional coordination meetings.

d. Deliverables

The following will be submitted to the Owner in Digital PDF format in conjunction with an online review session:

- Design (30%) plans
- AACE Class 3 OPCC

8. Preliminary Design

a. 50% Plans – Prepare alignment plan and profile drawings (1":20'). These plans will be to a 50% level and will include proposed interceptor and manhole locations, property ownership, trenchless construction identified, and spacing to existing infrastructure.

b. 50% OPCC – Prepare an estimate of construction quantities and develop an AACE Class 2 (-15% to +20%) preliminary opinion of probable construction cost (OPCC).

c. Utility coordination: identify utility potential conflicts and perform general coordination with the stakeholders to understand potential design impacts, permitting requirements, and construction constraints. This coordination will be done via phone or email and does not include additional coordination meetings.

d. Deliverables

The following will be submitted to the Owner in Digital PDF format in conjunction with an online review session:

- Design (50%) plans
- AACE Class 2 OPCC
- 50% Cost Recovery Matrix (based on Class 2 OPCC)

9. Final Design

a. 100% Plans – Following approval of the preliminary design plans, Garver will prepare final design plans (100%) for all sheets.

b. 100% Specifications – Following approval of the draft final specifications, Garver will prepare final design specifications (100%). These specifications will include all technical specifications and the front-end documents including proposal forms, notice to bidders, bid forms, and bond forms.

c. 100% OPCC – Prepare an estimate of construction quantities and develop an AACE Class 1 (-15% to +20%) opinion of probable construction cost (OPCC).

d. Utility coordination: identify utility potential conflicts and perform general coordination with the stakeholders to understand potential design impacts, permitting requirements, and construction constraints. This coordination will be done via phone or email and does not include additional coordination meetings.

e. 100% Design Review Meeting – Conduct one (1) 2-hour in-person workshop with the Owner to present and review the 100% design deliverables, discuss review comments, and confirm design path forward. Meeting minutes will be prepared and distributed by Garver.

f. Issued for Bid Documents – Incorporate comments received on the 100% submittal and regulatory permits and prepare bid ready documents.

g. Deliverables

   The following will be submitted to the Owner in Digital PDF format in conjunction with an online review session:

   - Final Design (100%) plans
   - Design (100%) specifications
   - AACE Class 1 OPCC
   - 100% Design Cost Recovery Matrix (based on Class 1 OPCC)
   - 50% Owner comment spreadsheet with comment responses
   - Issued regulatory permits and bid ready documents.

10. Maintenance of Traffic

Garver will provide preliminary and final maintenance of traffic plans for sanitary sewer installation at the following locations:

- NE Tiger Boulevard (NW A Street to NE A Street)
- NW A Street (Near intersection with Tiger Boulevard)
- 8th Street Market Parking Lot (west side of market)
- Momentary Trail
- Town Branch Trail (near the SE F Street and 5th Street Intersection)
- Razorback Greenway (near the SE F Street and 5th Street Intersection)
- SE F Street and 5th Street Intersection

- NW 9th Street (near Bella Vista Road)
- NE Cub Circle

Preliminary maintenance of traffic plans will provide phased approaches to safely maintain two-way traffic for installation of the sewer line. This may include the use of flaggers, temporary traffic signals, or detours. Plan view drawings will be provided showing necessary advanced warning signage, temporary pavement markings, traffic control devices, and/or concrete barriers. Maintenance of traffic plans will adhere to the standards set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Miscellaneous traffic control details will be provided as required. Quantities and an opinion of probable construction costs will be provided.

Final plans will include revisions to the preliminary MOT plan, quantities, and opinion of probable construction costs based on Preliminary Plan comments. Technical specifications for the traffic control plan and devices will be added.

11. Bidding Services

Bidding services will be provided for a maximum of two separate bids for this phase of improvements. The bidding period for bidders is anticipated to extend for a 60-day duration. During the bidding phase of the project, Garver will:

a. Provide support for bid advertisement, construction contract documents, and any associated information for download by prospective bidders.

b. Support the contract documents by preparing up to two (2) addenda as appropriate.

c. Support the contract documents by addressing bidding RFI's.

d. Attend one (1) pre-bid meeting.

e. Attend the bid opening, evaluate bids and recommend award.

f. Issued for Construction Documents – Incorporate any required changes and addenda to construction ready documents.

g. Deliverables

The following will be submitted to the Owner in Digital PDF format:

- Issued for Bid Plans
- Issued for Bid Specifications
- AACE Class 1 OPCC
- Bid opening agenda, meeting minutes and recommendation of award
- Issued for Construction Plans
- Issued for Construction Specifications
- 100% Owner comment spreadsheet with comment responses

Issued for Bid – Hardcopy Documents:

- Two (2) full size (22"x34") sets of plans

- Two (2) half sized (11”x17”) sets of plans
- Two (2) specification books

Extra Work Not Included

The following items are not included under this agreement but will be considered as extra work:

A. Construction related services outside those outlined in Bidding Services.
B. Redesign for the Owner’s convenience or due to changed conditions after previous alternate direction and/or approval
C. Tree survey by a certified arborist
D. Storm drainage design for street improvements
E. Profiling of street improvements
F. Subsurface Utility Engineering (SUE) (Owner to secure direct contract)
G. Submittals or deliverables in addition to those listed herein
H. Design of any utility’s relocation other than the water and wastewater segments listed
I. Traffic Control Plans other than those listed
J. Completion of a National Environmental Policy Act (NEPA) document
K. Conducting a quantitative air quality analysis or air quality modeling
L. Conducting a noise impact analysis
M. Conducting threatened or endangered species surveys
N. Obtaining Section 7 clearance from USFWS
O. Preparation of a detailed habitat assessment report
P. Tribal coordination
Q. Section 106 consultation or coordination with the State Historic Preservation Officer (SHPO) regarding project impacts to historic/cultural or archaeological sites
R. Conducting of a Phase I or Phase II cultural resources survey, architectural surveys, or archaeological site monitoring
S. Developing a cultural resources mitigation plan, Memorandum of Agreement (MOA), or completion of mitigation stipulations related to a MOA
T. Section 404 Individual Permit and any mitigation planning beyond the requirements identified with a NWP, including on-site and/or off-site permittee responsible mitigation
U. Individual water quality certification
V. Phase I or II Environmental Site Assessment
W. Coordination with FEMA for preparation/submittal of a CLOMR and/or LOMR, including Section 7 clearance for documenting “no take”
X. Environmental Handling and Documentation, including mitigation plans or other work related to environmentally or historically (culturally) significant items

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

12. Schedule

Garver shall begin work under this Agreement within three (3) days of a Notice to Proceed (NTP). Subconsultants shall begin work under this agreement within ten (10) days of a signed contract and shall complete the work in accordance with a mutually agreed upon schedule.

Major task timelines with the accelerated design schedule are provided below:

Phase Description	Workdays
Topographic Survey	50 work days from NTP
Property Survey	70 work days from NTP
Geotechnical Investigation	60 work days from NTP
Environmental Services	30 work days from NTP
Conceptual Design – 30%	40 work days from NTP
Preliminary Design – 50%	60 work days from Conceptual Desing Approval
Easement Documentation	40 work days from Property Survey
Easement Acquisition	80 work days from Easement Documentation
Permitting Regulatory Coordination	80 work days from Preliminary Design Approval
Final Design – 100%	60 work days from Preliminary Design Approval
Bidding Services	60 work days from City Approval

Appendix C
Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management	$59,566.00	Hourly Rate + Expenses
FEMA / No-Rise Certificate	$6,000	
Survey	$209,626.00	
Property Acquisition Documents (40 properties max)	$289,950.00	
Geotechnical Investigation	$31,589.00	
Environmental Services	$104,896.00	
Conceptual Design – 30%	$188,296.00	
Preliminary Design - 50%	$204,602.00	
Final Design – 100%	$129,342.00	
Maintenance of Traffic	$56,912.00	
Regulatory Coordination	$32,636.00	
Bidding Services	$25,708.00	
TOTAL FEE	$1,338,223.00	

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be $1,338,223.00. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2026.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

AGREED UPON RATES

Exhibit C
Bentonville Water Utilities
Townbranch Basin Sewer Improvements
Garver Hourly Rate Schedule: July 2025 - June 2026

Classification	Rates
Engineers / Architects	
E-1	$ 140.00
E-2	$ 164.00
E-3	$ 183.00
E-4	$ 223.00
E-5	$ 261.00
E-6	$ 320.00
E-7	$ 456.00
Planners	
P-1	$ 174.00
P-2	$ 217.00
P-3	$ 259.00
P-4	$ 303.00
P-5	$ 333.00
Designers	
D-1	$ 129.00
D-2	$ 144.00
D-3	$ 178.00
D-4	$ 208.00
D-5	$ 256.00
D-6	$ 271.00
Technicians	
T-1	$ 105.00
T-2	$ 122.00
T-3	$ 154.00
T-4	$ 194.00
Surveyors	
S-1	$ 64.00
S-2	$ 85.00
S-3	$ 115.00
S-4	$ 158.00
S-5	$ 207.00
S-6	$ 236.00
S-7	$ 287.00
S-8	$ 353.00
2-Man Crew (Survey)	$ 243.00
3-Man Crew (Survey)	$ 305.00
2-Man Crew (GPS Survey)	$ 307.00
3-Man Crew (GPS Survey)	$ 373.00
Construction Observation	
C-1	$ 121.00
C-2	$ 152.00
C-3	$ 190.00
C-4	$ 237.00
C-5	$ 293.00

Classification	Rates
Resource Specialists	
RS-1	$ 115.00
RS-2	$ 152.00
RS-3	$ 205.00
RS-4	$ 297.00
RS-5	$ 371.00
RS-6	$ 456.00
RS-7	$ 497.00
Environmental Specialists	
ES-1	$ 114.00
ES-2	$ 145.00
ES-3	$ 186.00
ES-4	$ 210.00
ES-5	$ 266.00
ES-6	$ 352.00
ES-7	$ 431.00
ES-8	$ 487.00
Project Controls	
PC-1	$ 117.00
PC-2	$ 156.00
PC-3	$ 198.00
PC-4	$ 254.00
PC-5	$ 311.00
PC-6	$ 401.00
PC-7	$ 491.00
Management / Administration	
AM-1	$ 82.00
AM-2	$ 103.00
AM-3	$ 146.00
AM-4	$ 180.00
AM-5	$ 232.00
AM-6	$ 287.00
AM-7	$ 377.00
M-1	$ 551.00

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2025 BUDGET AND TO ALLOW THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GARVER ENGINEERING IN THE AMOUNT OF ONE-MILLION THREE-HUNDRED THIRTY-EIGHT THOUSAND TWO-HUNDRED TWENTY-THREE DOLLARS ($1,338,223.00); AND FOR OTHER PURPOSES.

WHEREAS, the City desires to enter into an agreement with Garver Engineering for final design of wastewater utility improvements within Town Branch Sewer Basin. This would include all TB sections in the Sewer Collections Analysis.

WHEREAS, a budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a contract with Garver Engineering in an amount of One-Million Three-Hundred Thirty-Eight Thousand Two-Hundred Twenty-Three Dollars ($1,338,223.00) for final design of wastewater utility improvements within Town Branch Sewer Basin.

Section 2: The 2025 Budget is hereby adjusted to appropriate One-Million Three-Hundred Thirty-Eight Thousand Two-Hundred Twenty-Three Dollars ($1,338,223.00) from the Utility Fund Reserves into Account #503040-47341 Sewer Line Improvements.

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/9/2025	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water Utilities
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving Amendment #3 - 12" Water Main Relocation - Olsson Eng. Construction Services
Action Recommendation & Justification:	Resolution for approval of amendment # 3, in the amount of $321,990.00, to enter into an agreement with Olsson Engineering for construction services associated with Ardot 090636 12" Water Main Relocation project. This is a budgeted item. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This firm was selected following the City's Purchasing Policy for professional services. The construction services contract is valued at $321,990.00, this will increases the 12" 090636 contract amount to $399,990.00. The 12" portion of this project is 100% reimbursable from ARDOT.
Amount for Approval:	**$** 321,990.00

Budget Impact

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

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

		$ 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		

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

Budget Impact Notes for Consideration (Optional):

LETTER AGREEMENT
AMENDMENT #3
CONSTRUCTION SERVICES – 12-INCH Relocation

Date: August 8, 2025

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated June 16, 2023, between City of Bentonville, AR ("Client") and Olsson, Inc. ("Olsson", "Engineer") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Benton County, Arkansas

Project Description: 12-Inch Transmission Line Relocation (associated ARDOT project 090636)

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding Construction Phase Services specifically described below for the additional compensation set forth below:

CONSTRUCTION PHASE SERVICES

The work covered by this section includes those services required during the construction phase of the work and during the one-year project performance period following the initiation of operation of the completed project. The scope of services includes the conduct of those activities needed to meet the requirements of the Drinking Water State Revolving Fund program. These activities will be completed throughout the implementation of the project.

Phase 800 – Engineering Construction Contract Administration

A. Olsson shall document compliance of both the Build America, Buy America Act (BABA) and Davis-Bacon as required by Arkansas Department of Transportation (ARDOT) and the State. The ENGINEER will maintain the records for the BABA and Davis-Bacon programs.

B. Preconstruction Conference – Coordinate with ARDOT to conduct a Preconstruction Conference with Owner, Contractor, Engineer, Engineer's Subconsultant, Surveyor, Observation team, and testing team and other stakeholders. Engineer shall provide agenda and minutes from meeting. At the time of the preconstruction conference, a Notice to Proceed will be issued.

C. Attend regularly scheduled construction progress meetings with the contractor and Client. Contractor shall provide agenda and minutes of the meeting. It is anticipated that these meetings will occur on a monthly basis.

D. Furnish licensed professional engineers to make weekly visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, Olsson will endeavor to protect the Owner against defects and deficiencies in the work of the contractor; but Olsson cannot guarantee the performance of the contractor, nor will Olsson supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or for the safety measures that the contractor takes or should take.

E. Olsson will be Owner's representative during the construction period. Olsson may authorize minor variations in the Work which do not involve adjustment to contract time or price, however, Olsson will consult with and advise the Owner as to all such matters; issue all instructions to the contractor requested by the Owner; and prepare routine change orders as required.

F. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. In conjunction with the review, the ENGINEER will develop a Submittal Log containing the following columns at a minimum: Item Name, Manufacturer, Model Number, Date Approved, BABA Required, BABA Proof, Notes. Items not normally included in the Submittal Log but required of BABA must be included; such as, nuts, bolts, screws, welding wire rods, etc. If a De Minimus waiver is used then supporting documentation must be provided to ARDOT. This review is for the benefit of the Owner to ensure general conformance with the design concept of the project and general compliance by the contractor with the information given in the contract documents. It does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the contract documents.

G. Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered through a written Request for Information (RFI) or similar process.

H. Review the Contractor's applications for progress and final payments, and when approved, submit same to the OWNER for payment. Olsson will provide necessary backup documentation to support the breakdown. Each monthly pay request will contain a written compliance statement for both the BABA and Davis-Bacon contract requirements, and a copy of the latest Submittal Log and waiver documentation.

I. Olsson will consult and advise with the OWNER; issue all instructions to the Contractor requested by the OWNER; prepare necessary contract change orders, including reconciliation change orders, for approval of the OWNER, ARDOT, and others on a timely basis.

J. Olsson will attend, in company with the Owner's representative, a final inspection of the project. This inspection will be for conformance with the City of Bentonville's standard final inspection process and compliance with the contract documents.

K. Olsson will notify the OWNER in writing that the project is complete, constructed in general accordance with the approved plans and specifications, and ready for final payment.

L. Olsson will provide the OWNER with one set of reproducible record (as-built) drawings, and one set of prints each to the OWNER, and the Arkansas Department of Health if necessary; as-built drawings per Bentonville Water Utilities specifications shall be

submitted in an acceptable digital format. Such drawings will be based upon construction record provided by the Contractor during construction and reviewed by the resident inspector and compared with the resident inspector's construction diary.

Phase 805 – Waterline Reroute Engineering Design

A. Original waterline alignment went through a barn that was scheduled to be demolished with ARDOT Highway 112 widening construction. At the request of a property owner, ARDOT redesigned grading in this area to avoid barn demolition. Due to ARDOT change, waterline realignment engineering design services were performed at the request of Bentonville Water Utilities and authorization of ARDOT.

Phase 810 – Construction Observation Services

ENGINEER shall furnish a full-time Resident Project Representative (RPR), assistants and other field staff to assist the Project Manager in observing performance of the work of CONTRACTOR during the 103 working days construction period with the estimated start being fall of 2025.

The basis of this proposal assumes 9 hours per day, 5 days per week for 103 working days. For projects requiring full time observation, full time hours will be billed at an hourly rate, overtime hours will be billed at time and a half.

Specific services to be performed by ENGINEER are as follows:

A. Schedules - Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

B. Conferences and Meetings - Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison - Serve as OWNER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

D. Shop Drawings and Samples - Record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

E. Review of Work, Observations and Tests - Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to OWNER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise OWNER of Work that RPR believes should be corrected, or should be uncovered for observation, or requires special testing, inspection or approval. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the

Project, record the results of these inspections and report to ENGINEER.

F. Interpretation of Contract Documents - Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

G. Modifications - Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

H. Records - Maintain records, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents. Keep a diary or logbook, recording CONTRACTOR activities on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to OWNER.

I. Reports - Furnish ENGINEER and OWNER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders. Report to ENGINEER and OWNER upon the occurrence of any accident.

J. Payment Requests - Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to OWNER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the work.

K. Completion - Before ENGINEER issues a Certificate of Substantial completion, submit to CONTRACTOR a list of observed items requiring completion or correction. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

L. SWPPP inspection – Weekly regulatory SWPPP inspections and reporting are the duty of the CONTRACTOR and are excluded from Olsson's services. Olsson's RPR shall review CONTRACTORS weekly reports for completeness and will monitor CONTRACTOR for general construction stormwater compliance.

Phase 820 – Construction Materials Testing Services

A. Construction testing services have been requested for fill placement, utility trench backfill, reinforced concrete, pavement subgrades, and asphaltic concrete pavement. We propose to provide our testing services in the following manner:

B. Fill Placement/Utility Trench Backfill – Prior to fill placement, subgrades should be stripped of vegetation, topsoil, and any other deleterious material. Representatives of Olsson will

observe the stability and moisture content of the subgrades. The subgrades should be proofrolled with a fully loaded tandem axle dump truck.

a. Samples of materials proposed for use as structural fill and/or utility trench backfill will be obtained for laboratory testing. Laboratory tests, including standard and modified Proctors and Atterberg limits tests, will be performed to classify and determine physical properties of the proposed fill/backfill materials. Olsson will observe and test structural fill placed within the footprint of the proposed pavement areas. Olsson will also test backfill placed within segments of the utility trenches.

C. Reinforced Concrete - Olsson's field technician will observe placement of concrete in the thrust blocks, encasements, and vault. Field tests, including slump, air entrainment. and temperature, will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used in the construction of the structures for compressive strength testing.

D. Pavement Subgrades – Olsson's field personnel will evaluate building and pavement subgrades with respect to stability and moisture content prior to construction of the on-grade slabs and or pavements. Subgrades should be proofrolled with a fully loaded tandem axle dump truck.

a. The general contractor superintendent should schedule subgrade evaluations within 48-hours of paving or following any significant weather event that could affect the performance of the pavement subgrade. Subgrades should be reobserved if weather conditions change or if construction of the on-grade slab and/or pavements is delayed more than 48-hours after initial observation.

E. Reporting - Olsson's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided daily to the designated field representative if requested.

a. Field reports will be reviewed by our project engineer and if required summarized in bi-weekly letters transmitted to the Client, Architect, Structural Engineer, General Contractor and Building Official. Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's responsibility as special inspector is to report our field observations and test results to the Contractor and Client as provided herein.

b. Following completion of the project, if requested Olsson will prepare a final summary report stating its opinion with regard to whether the portions of the work that were observed, inspected and/or tested were in compliance with the project specifications.

F. Exclusions – SWPPP inspections are excluded, these will be performed by others.

Phase 830 – Construction Surveying Services

A. Olsson will provide construction layout surveys to establish horizontal and vertical control to properly locate the work. Staking is anticipated to include the pipe centerline every 100 feet with offsets, bends and fittings, and easement boundaries. A 48-hour notice is required for work requests.

B. The fee provided is an allowance based on estimated effort. Actual effort and fees will

depend on Contractor's schedule, number of requests, etc. If accrued fees approach the estimated total for this phase, Olsson will notify the Client and discuss an equitable adjustment by amendment.

Phase 835 – Waterline Reroute Surveying

A. Original waterline alignment went through a barn that was scheduled to be demolished with ARDOT Highway 112 widening construction. At the request of a property owner, ARDOT redesigned grading in this area to avoid barn demolition. Due to ARDOT change, waterline realignment surveying services were performed at the request of Bentonville Water Utilities and authorization of ARDOT.

Safety

It is the responsibility of the general contractor or their subcontractors to provide safe access to work requiring observation or testing by the special inspector or tester. It is also the responsibility of the general contractor or their subcontractors to provide OSHA compliant barriers or barricades around excavations greater than 6 feet in depth. In instances where barriers or barricades are not provided or work requiring observation or testing must be performed while within the area protected by barriers or barricades, the contractor shall provide and install an anchor point that meets the OSHA standard for fall protection for use by the special inspector or tester. The anchorage point shall be provided near excavations 6 feet or greater in depth where observation or testing is required. The anchorage point cannot be a piece of equipment that can be moved (like a drill rig or piece of earth working equipment). These anchorage points may need to be moved by the contractor when work requiring observation or testing is needed in other locations.

When fall protection is needed for Olsson personnel to perform their work, Olsson will supply Olsson personnel with harnesses and lanyards which can be tied off to contractor-provided anchorage points. If the contactor cannot supply an anchorage point for Olsson personnel, Olsson will work with the general contractor to come up with a solution possibly including Olsson providing our own anchorage, which may cause a delay and result in additional services.

DELIVERABLES

The following deliverables are included:

- Field Observation Reports
- Material Testing Reports
- Construction Photos
- Submittal Records
- RFI Records
- Change Records and Pay Records
- Plans of Record
- Warranty Tracking

SCHEDULE FOR OLSSON'S SERVICES

Olsson's Scope of Services for Amendment Number 3 are based on a construction period not to exceed 120 days to Substantial Completion and 150 days to Final Completion.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s) and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedules attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services for Amendment Number 3 will be provided on a time and expense basis not to exceed $ 321,990. Estimated subtotals by phase are listed below. Fees for each phase may vary as long as the total amount stated above is not exceeded.

Phase 800 – Engineering Construction Administration	$	93,025
Phase 805 – Engineering Waterline Reroute	$	15,100
Phase 810 – Construction Observation Services (RPR)	$	165,900
Phase 820 – Construction Materials Testing Services	$	32,965
Phase 830 – Construction Surveying Services	$	8,000
Phase 835 – Waterline Reroute Surveying	$	7,000

It is understood and agreed that the above enumerated not-to-exceed fee was established on the basis that a construction contract would be awarded with a construction period of 150 calendar days. In the event the time for completion of construction extends beyond the period set out in the construction contract as negotiated, Olsson will be compensated for any additional time as an additional service and as approved by the OWNER and ARDOT. Olsson will also be compensated under the same paragraph for any additional time incurred due to default by Contractors, litigation, or other cause not normally anticipated. In the event that a stop work order is issued on the construction contract stopping the construction time, engineering services will be stopped accordingly until a notice to proceed is issued and construction work resumes. Liquidated damages in the construction contract shall be sufficient to cover additional costs associated with an overage on construction contract time. If construction contract time is increased by change order, any increased engineering fees will be submitted for review by the OWNER and ARDOT along with the change order.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By [redacted]

Andrea Adams, Sr. Director of Operations Chris Dougherty, PE; Group Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF BENTONVILLE, AR

By _____
Signature

Printed Name _____

Title _____ Dated: _____

Attachments
Exhibit A – Olsson duties, responsibilities, and limitations of authority of Resident Project Representatives
Exhibit B – Olsson Fee Summary Worksheet
Exhibit C – Phase 800 – Engineering Construction Admin Rate Sheet
Exhibit D – Phase 810 - Construction Observation Rate Sheet
Exhibit E – Phase 820 – Construction Materials Testing Rate Sheet

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
    a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
    a. Record date of receipt of Shop Drawings and samples.
    b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
    c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
    a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
    b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
    c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
    d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
    a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
    b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
    a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
    b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
    c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
    d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
    b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

Exhibit B - Olsson Fee Calc Sheet

Date: 08-Aug-25
Job: Bentonville 12-inch Waterline Relocation

TOTALS

Phase/ Task	Description of Work	Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee	Phase Total
800	**Engineering Construction Admin (WWW-GN)**	-	$ -			
800001	General Project Management	13.00	$ 19,460.00	$ -	$ 19,460.00	
800002	Preconstruction Meeting	6.25	$ 7,030.00	$ -	$ 7,030.00	
800003	Pay Request	2.88	$ 3,900.00	$ -	$ 3,900.00	
800004	Monthly Construction Meetings	8.13	$ 10,800.00	$ -	$ 10,800.00	
800005	Submittals	16.25	$ 17,850.00	$ -	$ 17,850.00	
800006	RFIs	5.00	$ 6,450.00	$ -	$ 6,450.00	
800007	Engineer Field Visits	6.00	$ 8,760.00	$ 420.00	$ 9,180.00	
800008	Change/Field Orders	5.00	$ 6,300.00	$ -	$ 6,300.00	
800009	General Closeout/punchlist	3.00	$ 3,700.00	$ -	$ 3,700.00	
800010	Record Drawings	5.75	$ 6,330.00	$ -	$ 6,330.00	
800012	Environmental Services	1.88	$ 2,025.00	$ -	$ 2,025.00	
						$ 93,025.00
805	**Engineering Waterline Reroute (work compelted)**	-	$ -			
805001	Hatfield Reroute (work completed)	12.50	$ 15,100.00	$ -	$ 15,100.00	
						$ 15,100.00
810	**Construction Observation**	-	$ -	$ -	$ -	
810001	Preconstruction	5.00	$ 6,750.00	$ -	$ 6,750.00	
810002	Construction	125.63	$ 139,625.00	$ 11,875.00	$ 151,500.00	
810003	Post-Construction	6.25	$ 7,650.00	$ -	$ 7,650.00	
						$ 165,900.00
820	**Construction Materials Testing**					
820001	Project Management and Administration	-	$ -	$ 4,890.00	$ 4,890.00	
820002	Construction Materials Testing	-	$ -	$ 28,075.00	$ 28,075.00	
						$ 32,965.00
830	**Survey**					
830001	Construction Surveying	3.50	$ 8,000.00	$ -	$ 8,000.00	
						$ 8,000.00
835	**Survey Waterline Reroute**					
835001	Hatfield Reroute Surveying (work completed)	3.00	$ 7,000.00	$ -	$ 7,000.00	
						$ 7,000.00
		-				
GRAND TOTAL		229.02	$ 276,730.00	$ 45,260.00	$ 321,990	$ 321,990

EXHIBIT C - 2025 WATER MARKET BILLING RATE SHEET

Position/Title	2025 WWW Team Billing Rates
Administrative Coordinator	$ 90.00
Administrative Manager	$ 130.00
Assistant Engineer I	$ 110.00
Assistant Engineer II	$ 120.00
Assistant Technician I	$ 75.00
Assistant Technician II	$ 85.00
Associate Engineer I	$ 125.00
Associate Engineer II	$ 135.00
Associate Engineer III	$ 160.00
Associate Project Manager I	$ 185.00
Associate Project Manager II	$ 240.00
Associate Technician I	$ 90.00
Associate Technician II	$ 105.00
Client Manager I	$ 225.00
Client Manager II	$ 280.00
Design Associate I	$ 135.00
Design Associate II	$ 150.00
Design Technical Manager I	$ 160.00
Design Technical Manager II	$ 190.00
Engineer I	$ 140.00
Engineer II	$ 160.00
Group Leader I	$ 225.00
Group Leader II	$ 275.00
Lead Engineer I	$ 225.00
Lead Engineer II	$ 245.00
Lead Engineer III	$ 280.00
Project Engineer I	$ 160.00
Project Engineer II	$ 190.00
Project Manager I	$ 225.00
Project Manager II	$ 275.00
Senior Engineer I	$ 190.00
Senior Engineer II	$ 215.00
Senior Engineer III	$ 265.00
Senior Project Manager	$ 315.00
Senior Team Leader	$ 260.00
Senior Technician I	$ 125.00
Senior Technician II	$ 140.00
Student Intern I	$ 60.00
Student Intern II	$ 75.00
Technical Expert	$ 315.00

Note: Olsson's labor rates will increase 5% on January 1st every year of a multi-year Contract

Billing Rate Schedules for Surveying, Construction Observation, Special Inspections (NDT), Materials Testing will be provided as separate Exhibits, as needed

2026 Construction Services Unit Rate Schedule

Construction Observation/Administration

Construction Administration/Management Services

Assistant Construction Observer	Hourly	$115.00
Associate Construction Observer	Hourly	$135.00
Senior Construction Observer	Hourly	$165.00
CA Project Manager / Senior Engineer	Hourly	$225.00
Senior Team Leader/Principal Engineer	Hourly	$275.00
Administrative Assistant	Hourly	$85.00

Miscellaneous Services & Equipment

Equipment

Trimble DA2 GPS	Daily	$45.00
Mobile Hotspot or Signal booster	Monthly	$85.00
Air Monitors	Daily	$45.00
Nuclear Density Gauge*	Daily	$65.00
Standard Safety Equipment**	Daily	$85.00
Standard Concrete Test Equipment***	Daily	$45.00
Dynamic Cone Penetrometer	Daily	$100.00
Video Inspection Robot****	Daily	$650.00
Mobile Office/Lab (utilities provided by others)	Monthly	$975.00

Travel

Mileage (Portal to Portal)	mile	per GSA
Per Diem	Daily	GSA Rate

Additional Notes

1. These Unit Fees are in effect until January 1, 2027. Services and fees not listed above will be quoted upon request.

2. Services provided on Saturday, Sunday, Holidays, or in excess of 8-hours/day will be charged at 1.5 times the unit fee.
3. Subcontracted services and expenses will be invoiced at our cost plus 10%
4. *Nuclear Density gauge will be charged if transported to or assigned to site.
5. **Safety equipment beyond standard PPE (safety footwear, hi-vis vest, hardhat, and safety glasses).
6. ***Standard Concrete Equipment includes – Slump cone, Type B airmeter, thermometer, unit weight scale.
7. **** Any personnel time for maintenance or cleaning of robot system will be charged at an hourly personnel rate in conjunction with the daily unit rate.

2025 Field Operations Services
Unit Rate Schedule

Special Inspections and Construction Materials Testing Services

Testing Services (3-Hour Minimum)

Field Technician	Hour	$75.00
Senior Technician	Hour	$85.00
Steel Technician	Hour	$105.00
Field Manager	Hour	$100.00
Project Manager / Project Engineer	Hour	$160.00
Senior Project Manager / Senior Engineer	Hour	$220.00
Administrative Coordinator	Hour	$75.00
Mileage	Mile	$0.70 per GSA

Laboratory Testing Services

Aggregate Testing

Abrasion - LA Machine	Each	$500.00
Atterberg Limit (Plasticity Index)	Each	$125.00
Bulk Density (Unit Weight) and Voids	Each	$110.00
Deleterious - Clay Lumps and Friable Particles	Each	$190.00
Deleterious - Flat & Elongated Particles	Each	$375.00
Deleterious - Lightweight Particles	Each	$230.00
Deleterious - Organic Impurities	Each	$140.00
Material Finer than No. 200 Sieve	Each	$85.00
Minimum & Maximum Index Density (Vibratory Table)	Each	$260.00
Moisture Content	Each	$21.00
Oversize Particle Correction	Each	$125.00
Particle Size (Gradation) - Sieve Analysis <3/4"	Each	$135.00
Particle Size (Gradation) - Sieve Analysis >3/4"	Each	$220.00
Percent Fractured Particles in Coarse Aggregate	Each	$280.00
Proctor - Modified	Each	$260.00
Proctor - Standard	Each	$220.00
Sand Equivalent of Fine Aggregate	Each	$245.00
Soundness Aggregates (Sodium or Magnesium)	Each	$305.00
Specific Gravity of Aggregate Coarse or Fine Aggregate	Each	$200.00
Uncompacted Void Content of Fine Aggregate	Each	$80.00

Asphalt Testing

Asphalt Binder Content by Ignition	Each	$150.00
Gradation of Extracted Aggregates (Includes Binder by Ignition)	Each	$200.00
Bulk Specific Gravity/ Pavement Cores (1pt)	Each	$70.00
Marshall Density (3pt)	Each	$240.00
Marshall Stability and Flow (3pt)	Each	$350.00
Percent Air Voids in Compacted Paving Mix	Each	$45.00
Preparation & Density of Superpave Gyratory Compaction Specimens (2pt)	Each	$320.00
Theoretical Maximum Specific Gravity (Rice) (Gmm)	Each	$155.00

Cement, Concrete, & Masonry Testing

Chloride Ion	Each	$200.00
Compressive Strength – Block or Block Prism	Each	$230.00
Compressive Strength - Concrete Cores	Each	$95.00
Compressive Strength - Cube (Grout & Mortar)	Each	$45.00
Compressive Strength - Cylinders	Each	$25.00
Density, Absorption & Voids of Hardened Concrete	Each	$630.00
Flexural Strength of Concrete	Each	$75.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete	Each	$400.00
Measuring Thickness of Concrete Elements (Drilled Cores)	Each	$70.00
Potential Alkali Silica Reactivity (ASR)	Each	$830.00

Equipment

Core Machine/Sampling	Day	$300.00
Dynamic Cone Penetrometer (DCP)	Day	$200.00
Electrical Resistivity - Field (AEMC Gauge)	Day	$100.00
Floor Flatness Equipment	Day	$300.00
Relative Humidity Probe/Sensor	Each	$80.00
Settlement Monitoring Plate	Each	$300.00
Standard Field Equipment	Each	$25.00
Vapor Emission Test Kit	Each	$60.00

Soil Testing

Atterberg Limits (Plasticity Index)	Each	$125.00
CBR Laboratory Compacted (3pt)	Each	$630.00
CBR Laboratory Compacted (1pt)	Each	$230.00
Density (Wet/Dry)	Each	$30.00
Direct Shear Test of Soils (Consolidated Drained) (3pt)	Each	$1,600.00
Dispersion - Crumb	Each	$95.00
Dispersion - Pinhole	Each	$190.00
Material Finer than No. 200 Sieve	Each	$85.00
Moisture Content	Each	$21.00
Moisture Content - Microwave	Each	$50.00

One-Dimensional Consolidation Test	Each	$440.00
Organic Content - Soils	Each	$105.00
Oversize Particle Correction	Each	$125.00
Particle Size (Gradation) - Hydrometer	Each	$250.00
Particle Size (Gradation) - Sieve Analysis	Each	$135.00
Permeability - Flexible Wall Permeameter (Intact)	Each	$550.00
Permeability - Flexible Wall Permeameter (Remold)	Each	$650.00
Proctor - Modified	Each	$260.00
Proctor - Modified w/Additive	Each	$340.00
Proctor - Standard	Each	$220.00
Proctor - Standard w/Chem Additive	Each	$290.00
Swell or Collapse (One Dimensional)	Each	$315.00
Triaxial Compression – Consolidated Drained (Intact)	Each	$1,730.00
Triaxial Compression – Consolidated Drained (Remold)	Each	$1,930.00
Triaxial Compression – Consolidated Undrained (Intact)	Each	$1,575.00
Triaxial Compression – Consolidated Undrained (Remold)	Each	$1,775.00
Triaxial Compression – Unconsolidated Undrained	Each	$180.00
Unconfined Compressive Strength - Intact Rock	Each	$125.00
Unconfined Compressive Strength - Soils	Each	$85.00

Sprayed Fire Resistive Materials (SFRM)

Adhesion of SFRM to Structural Members (Field)	Each	$25.00
Thickness and Density of SFRM to Structural Members	Each	$90.00

General Terms and Conditions

1. These Unit Fees are in effect until January 1, 2026. Services and fees not listed above will be quoted upon request.
2. All services charged are portal-to-portal.
3. Services provided on Saturday, Sunday, Holidays, or in excess of 8-hours/day will be charged at 1.5 times the unit fee.
4. Services provided before 6:00 a.m. and after 6:00 p.m. will be charged at 1.5 times the unit fee.
5. Mileage Rate subject to change based on Federal and IRS rate changes.
6. Subcontracted services and expenses will be invoiced at our cost plus 10%
7. Project Manager time will be included for project coordination and report review.
8. Per Diem will be billed at the allowed rates based on the U.S. General Services Administration and the Arkansas Department of Transportation.

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT 3 WITH OLSSON ENGINEERING FOR CONSTRUCTION SERVICES ASSOCIATED WITH ARDOT 090636 12 INCH WATER MAIN RELOCATION PROJECT IN THE AMOUNT OF THREE-HUNDRED TWENTY-ONE THOUSAND NINE-HUNDRED NINETY DOLLARS ($321,990.00); AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville has entered into an agreement with Olsson, Inc. dated June 16, 2023.

WHEREAS, it is now necessary to enter into an amendment #3 for construction services associated with ARDOT 090636 12" Water Main Relocation project. The 12" portion of this project is 100% reimbursable from ARDOT.

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to execute said Amendment #3 with Olsson, Inc. for construction services in an amount not to exceed Three-Hundred Twenty-One Thousand Nine-Hundred Ninety Dollars ($321,990.00).

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3- Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

Rezoning - Wilkinson - DN-2, Downtown Medium Density Residential to DE, Downtown Edge

401 Southeast C Street

PC Date: 9/2/2025

Staff Report Details

Project Number	(RZ25-0036)
Applicant / Current Owner	Wilkinson, Shane & Keri/CEI Engineering
Site Area	+/- **[0.17]** Acres
Current Zoning	DN-2, Downtown Medium Density Residential
Requested Zoning	D-E Downtown Edge
Current Future Land Use Map Designation	Urban Neighborhood
Requested Future Land Use Map Designation	
Development Type / Use	Residential
Related projects	RZ22-0025

Property Description

The subject property is located at 401 Southeast C Street. The property is presently zoned DN-2, Downtown Medium Density Residential, with a land use designation of Urban Neighborhood. The property currently has direct access to C Street and there is an alley that runs along the rear side of the property. Surrounding districts include R-1, Low Density Single Family Residential and D-E, Downtown Edge.

Project Details

The applicant has requested a rezoning of the property from DN-2, Downtown Medium Density Residential to D-E, Downtown Edge.

The applicant states in their narrative that they are requesting the rezoning to develop as residential, compatible with existing uses adjacent to the property and similar in intensity. The property is designated as Urban Neighborhood in the Future Land Use Map. Surrounding properties have the designated land use place types of Urban Neighborhood as well. Adjacent zoning districts include R-1, Low-Density Single-Family Residential to the north, west, and south, and D-E, Downtown Edge to the northeast and east.

Project Details

Enhanced Review Criteria
The proposed rezone is within 325' of the east / west "Downtown Trail" and abuts the north south "C St Bike Route" as shown on the attached Bentonville Bike Map, meeting the review criteria of being trail proximate per item 3 (c)(b) of the Alignment Policy. The parcel is also within a mile of multiple job centers such as the new Walmart Campus (1/2 mi) and downtown (1/3 mi).

Consistency
The proposed rezone is consistent with the adopted Future Land Use Map under Enhanced Review and consistent with the Community Plan's guiding principle of thoughtful growth.

Impact
The impact of this rezone on the community on the surrounding area will begin to establish the segment of SE 4th between SE C and SE D as Downtown Edge, connecting the community to the neighborhood serving businesses to the east such as The Meteor Bike shop and cafe, Brother's Meet house and Blu-Fish.

Compatibility
The property to the east is zoned DE so the same development regulations would govern both properties. There are existing R-1 zones to the north, south and west that give pause to this rezone request as redevelopment in these areas has not occurred.

Intensity
The parcel is located within the Urban Neighborhood place type which is the most intense neighborhood place type. There are a number of zoning districts appropriate within the place type, such as DN-3 and DN-4, that are not as intense as this DE request. This rezone request is one of the highest intensities allowable within the place type.

Orderly Transition
The project is an infill project. Infill development seeks to reduce sprawl and conserve natural areas by placing mild increases in density within the existing urban fabric, keeping housing near job centers and promoting walking with shorter distances between residents and destinations. The proposed rezone request is not an orderly transition when viewed from the west, being R-1 adjacent, however the properties to the east and northeast are currently zoned DE today.

Relationship to the Community Plan

This property is presently designated as the Urban Neighborhood place type and is surrounded by Urban Neighborhood to the north, south, east, and west. Please see the above discussion on community plan consistency / enhanced review analysis.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

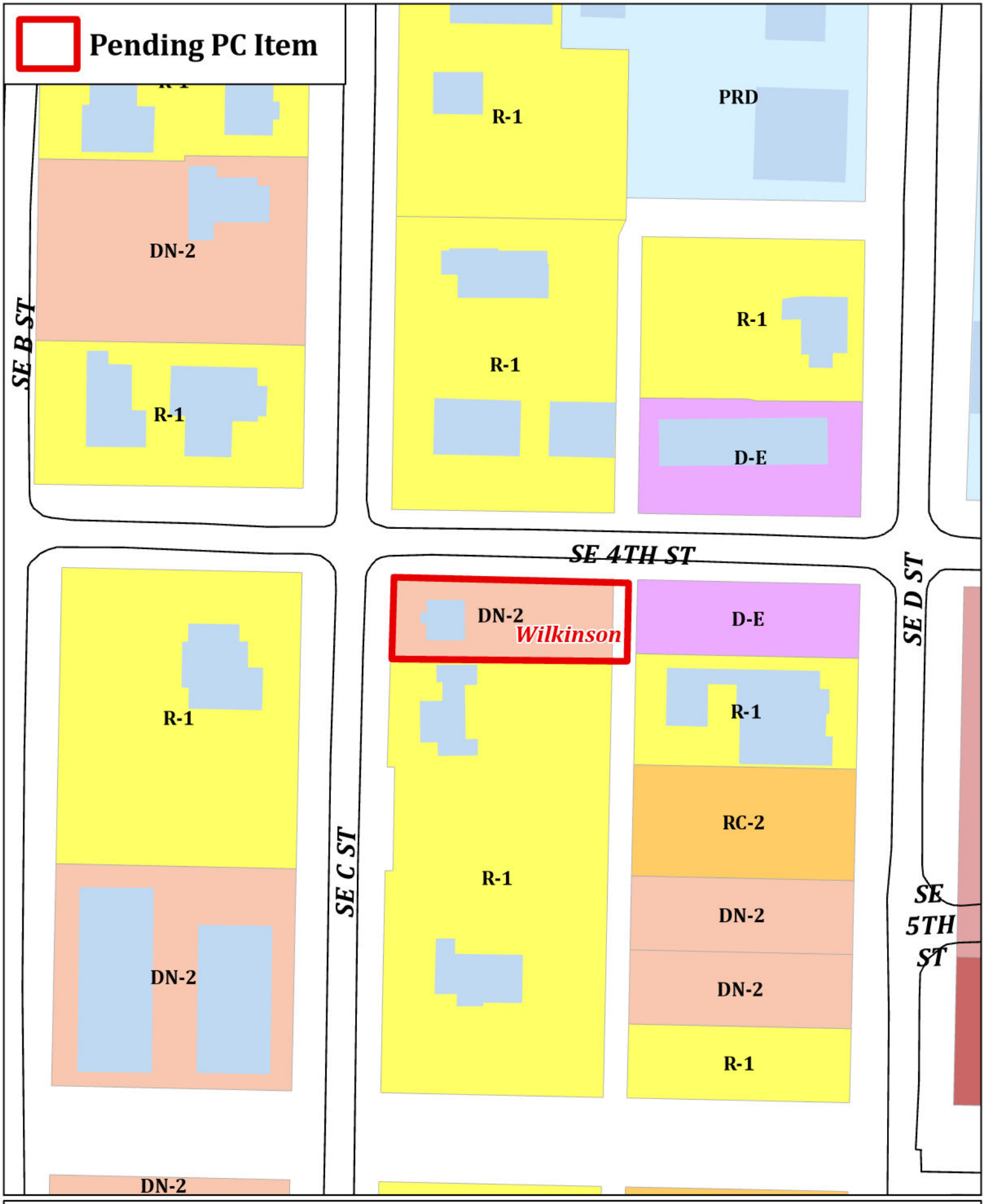
The subject property is adjacent to Urban Neighborhood surrounding the entire property. The land use and zoning requests support the goals of the Bentonville Community Plan in supporting higher density and more housing units.

Conclusion

Given this property's location within Urban Neighborhood land use, as well as aligning with the Bentonville Community Plan, staff recommends approval of this request.

Additional Details

Water / Sewer Comments: There are current downstream interceptor lines in the public sanitary sewer system that are at capacity. While the proposed use is compatible under the enhanced review category per the 2025 Land Use Plan, if any improvements on the lot trigger a large scale development or a preliminary plat, the large scale or preliminary plat could not be approved without addressing the downstream sewer capacity.



RZ25-0036
Wilkinson
401 SE C St

Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management

2600 NE 11th Street, 3rd Floor
Bentonville, AR 72712
Office: 479.273.9472
ceieng.com

08-01-2025

City of Bentonville
Planning Dept.
305 SW A St.
Bentonville, AR 72712

RE: Wilkinson Rezone Application

Dear Planning Commission,

Please accept this narrative letter to accompany a rezone request by Shane M Wilkinson and Keri Y Wilkinson, owners of the 401 SE C Street property (Parcel ID: 01-03579-000 & 0.17-acres) located in the City of Bentonville, from DN-2, *Downtown Medium Density Residential* to DE, *Downtown Edge* for construction of a new future residence.

The rezone request is consistent with the allowable uses under the current city of Bentonville zoning code for the proposed district. Zoning of the subject tract as DE use will be compatible with the surrounding updated zoning districts as shown in Bentonville Land Use Map.

The future development is consistent with other adjacent parcels already zoned DE and R-1. The development is also within walking distance of several residences, shopping areas, and employment. (Exhibit A – Bentonville Zoning Map). Access to this development will be provided by SE 4th Street and SE C Street and there should be no increase of traffic.

All necessary water and sewer utilities for the proposed development are available on or by adjacent easements to the subject tract as shown on Exhibit B – Bentonville Utilities.

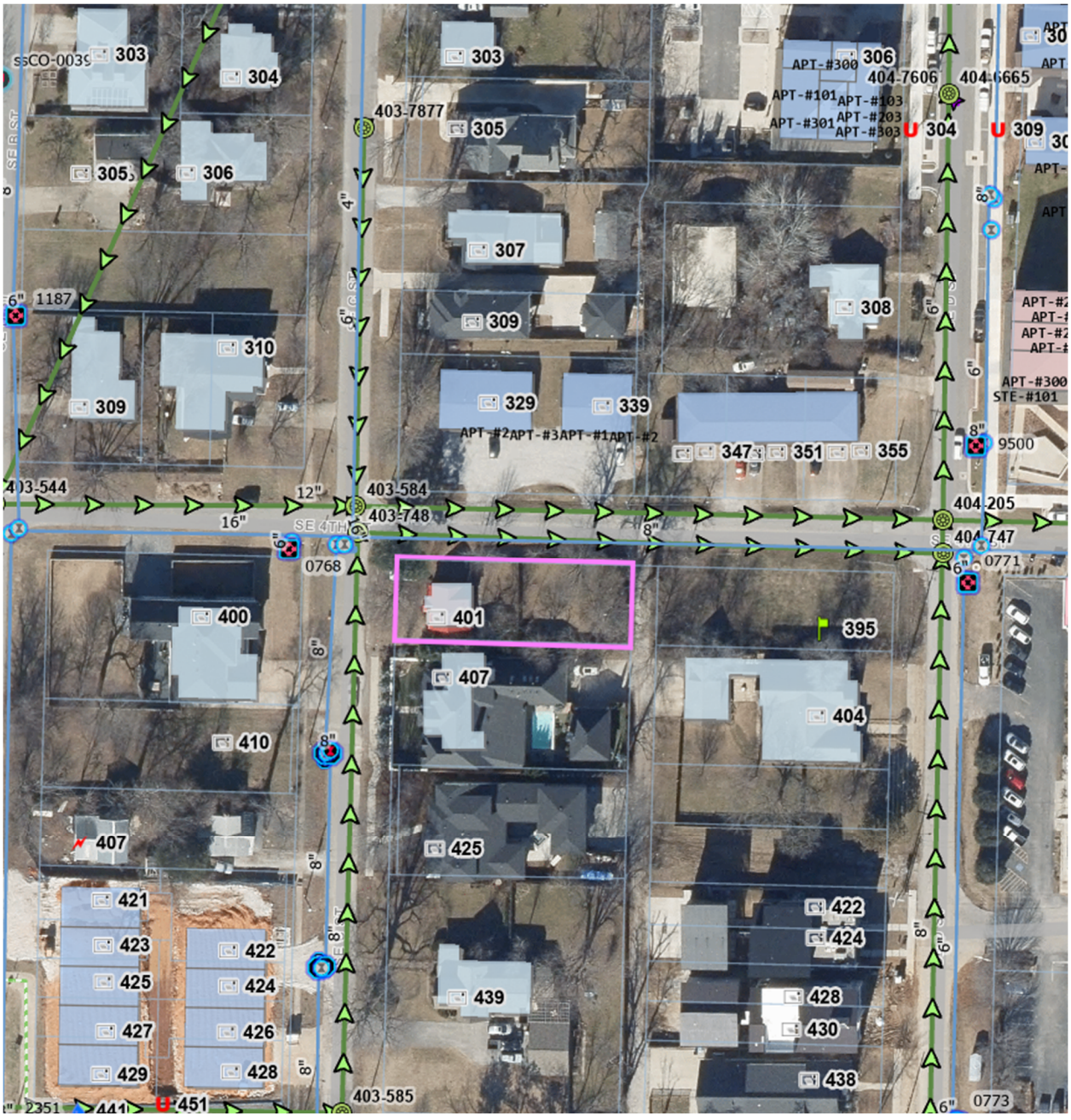
DE is preferred over DN-2 based on less lot and area standards and more reasonable setback standards to work with for tentative development.

Thank you,
Brittany Gillen, Project Coordinator
CEI Engineering Associates, Inc

Exhibit A – Bentonville Zoning Map



Exhibit B – Bentonville Utilities



TRAIL NAMES

1. ALL-AMERICAN TRAIL 2.3mi
2. APPLEGATE TRAIL 2.5mi
3. ARKANSAS MISSOURI TRAIL .75mi
4. BELLA VISTA LAKE TRAIL 1.75mi
5. CITIZENS PARK TRAIL 1mi
6. COLER MOUNTAIN BIKE PRESERVE
7. CRYSTAL BRIDGES TRAIL 1mi
8. DOWNTOWN TRAIL .94mi
9. ENFIELD PARK TRAIL .21mi
10. HERITAGE TRAIL @ Central Ave 1.30mi
10. HERITAGE TRAIL @ SW I ST 2.11mi
11. JEFFERSON TRAIL .35mi
12. JOHN DESHIELDS TRAIL 1mi
13. LINCOLN LOOP .44mi
14. MCCOLLUM TRAIL .8mi
15. MCKISSIC CREEK TRAIL .4mi
16. MEMBERS PLACE TRAIL .36mi
17. MEMORIAL PARK FITNESS TRAIL 1mi
18. MOBERLY LANE TRAIL 2mi
19. NE J STREET TRAIL 1.23mi
20. NORTH BENTONVILLE TRAIL 2.2mi
21. N. WALTON BLVD TRAIL 2.5m
22. PARK SPRINGS / BURNS TRAIL .75mi
23. SLAUGHTER PEN MT. BIKE TRAILS 23+mi
24. SOCCER TRAIL .26mi
25. SOUTH BENTONVILLE TRAIL 2.5mi
26. TIGER TRAIL 1.5mi
27. TOWN BRANCH TRAIL .5mi
28. TRAIL OF TWO CITIES 1.5mi
29. WISHING SPRING TRAIL 1.5mi

BENTONVILLE TRAILS & PATHWAYS

- SHARED USE TRAILS
- PEDESTRIAN CONNECTORS
- NATIVE SURFACE TRAILS
- PLANNED TRAILS
- ON-STREET BIKE LANES
- RAZORBACK GREENWAY DETOUR
- ON-ROAD DETOUR
- GREENWAY CLOSED
- REGIONAL GREENWAY
- PARKING
- SCHOOLS
- LANDMARKS
- PARKS
- RESTROOMS

PARKS & RECREATION BENTONVILLE

TRAILFORKS

WANT TO NAVIGATE ON YOUR PHONE?

Scan the QR code to view the TRAILFORKS map in the app or on your web browser.

Bentonville Parks & Recreation
(479) 464 PARK (7275)

NOTICE OF INTENT TO REZONE

Keri Y & Shane M Wilkinson has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from DN-2, Downtown Medium Density Residential to DE, Downtown Edge

The legal description of the property is as follows:

Lot 2, Block H, Orchard Addition, City of Bentonville, Benton County, Arkansas, as shown on Plat Record A at page 89 and Plat Record B at page 27.

The common description of the property is: 401 SE C Street

The public hearing will be held September 2, 2025 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☑ I/We have no objections to the rezoning.

☐ I/We object to the rezoning because:

[redacted] Elliott Lowe LLC
Signature and Physical Address 355 SE 4th

Signature and Physical Address

NOTICE OF INTENT TO REZONE

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This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☒ I/We have no objections to the rezoning.

☐ I/We object to the rezoning because:

[redacted] 404 SE D ST
Signature and Physical Address

[redacted] 404 SE D ST
Signature and Physical Address

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL TO DE, DOWNTOWN EDGE; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ25-0036)

WHEREAS, Shane M Wilkinson and Keri Y Wilkinson duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to DE, DOWNTOWN EDGE to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 2, BLOCK H, ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD A AT PAGE 89 AND PLAT RECORD B AT PAGE 27.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 2, 2025 in the Council Chambers of the City of Bentonville;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to DE, DOWNTOWN EDGE.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to DE, DOWNTOWN EDGE to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Rezoning - 911 SE Walton Blvd LLC - C-2, General Commercial to DE, Downtown Edge

911 Southeast Walton Boulevard

PC Date: 9/2/2025

Staff Report Details

Project Number	RZ25-0035
Applicant / Current Owner	McBride/WCF 911 SE Walton Blvd LLC
Site Area	3.10 Acres
Current Zoning	C-2, General Commercial
Requested Zoning	DE, Downtown Edge
Current Future Land Use Map Designation	Urban Corridor
Requested Future Land Use Map Designation	N/A
Development Type / Use	Infill development
Related projects	

Property Description

The subject property is located at 911 SE Walton Boulevard - *"The Block Hotel"*. The property is presently zoned C-2, General Commercial, with a Future Land Use designation of Urban Corridor. The property has direct access to SE Walton Blvd. The surrounding areas are zoned C-2, General Commercial, R-4, High Density Multifamily Residential, and R-1, Low Density Single Family Residential.

Project Details

The applicant has requested a rezoning of the property from C-2, General Commercial to DE, Downtown Edge.

The applicant states in their narrative that they are requesting the rezoning to eventually do a lot split and redevelop the site that is not currently a hotel use. The proposed redevelopment is not the subject of this rezone request and would need to meet the parking requirements of all proposed uses. Surrounding place types are Urban Corridor and Regional Center.

Consistency

The application for DE is consistent with the adopted Future Land Use Map under Standard Review and

Project Details

carries a height limitation of 50'. The only other zoning district consistent with the place type under standard review is C3 with a 60' height limitation.

Impact
With the multi-family construction to the north and the drive-thru coffee to the south, this Urban Corridor along Walton could support more intensity as proposed.

Compatibility
The design guidelines for the downtown non-residential and mixed-use design standards(Development Code 1100.23), by which DE is regulated, require adherence to downtown commercial building design standards, downtown mixed-use design standards, and downtown site amenity standards. The primary difference between the current zoning, C-2 and Downtown Edge are the minimum lot areas; Downtown Edge lot standards will allow for infill development. While C-2 may be less constrictive with uses, it is more restrictive in the buildable area (max lot coverage of 60% vs the 80% max of DE), and the potential to split lots to allow for diversity in development types (C-2 has minimum lot area of 7,000sf and DE has no minimum). Since the surrounding areas have a future land use of Urban Corridor and Regional Center, there is a likelihood that these properties will be an array of development types, which is the applicant's intent with the rezone.

Intensity
The parcel is located within the the most intense corridor place type (Urban) and abuts one of the city's most active corridors, SE Walton Blvd. The surrounding area to the north is the most intense place type: Regional Center which calls for the highest intensity zoning districts within the city.

Orderly Transition
The SE Walton corridor is nearly fully developed at this time for all but a few lots, one of which is just west of this parcel. It is currently zoned R-1 however, this zoning district is not consistent with the Urban Corridor place type and it is anticipated that if the property proposes any development plans, the highest and best use of the property will be similar to either side, currently zoned C-2. As stated above, the northerly property is being constructed as multi-family (R-4).

Relationship to the Community Plan

The zoning request for 911 SE Walton algins with the FLUM under standard review. This property is presently designated as an Urban Corridor and is book ended by the same place type, with an even more intense place type to the north.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

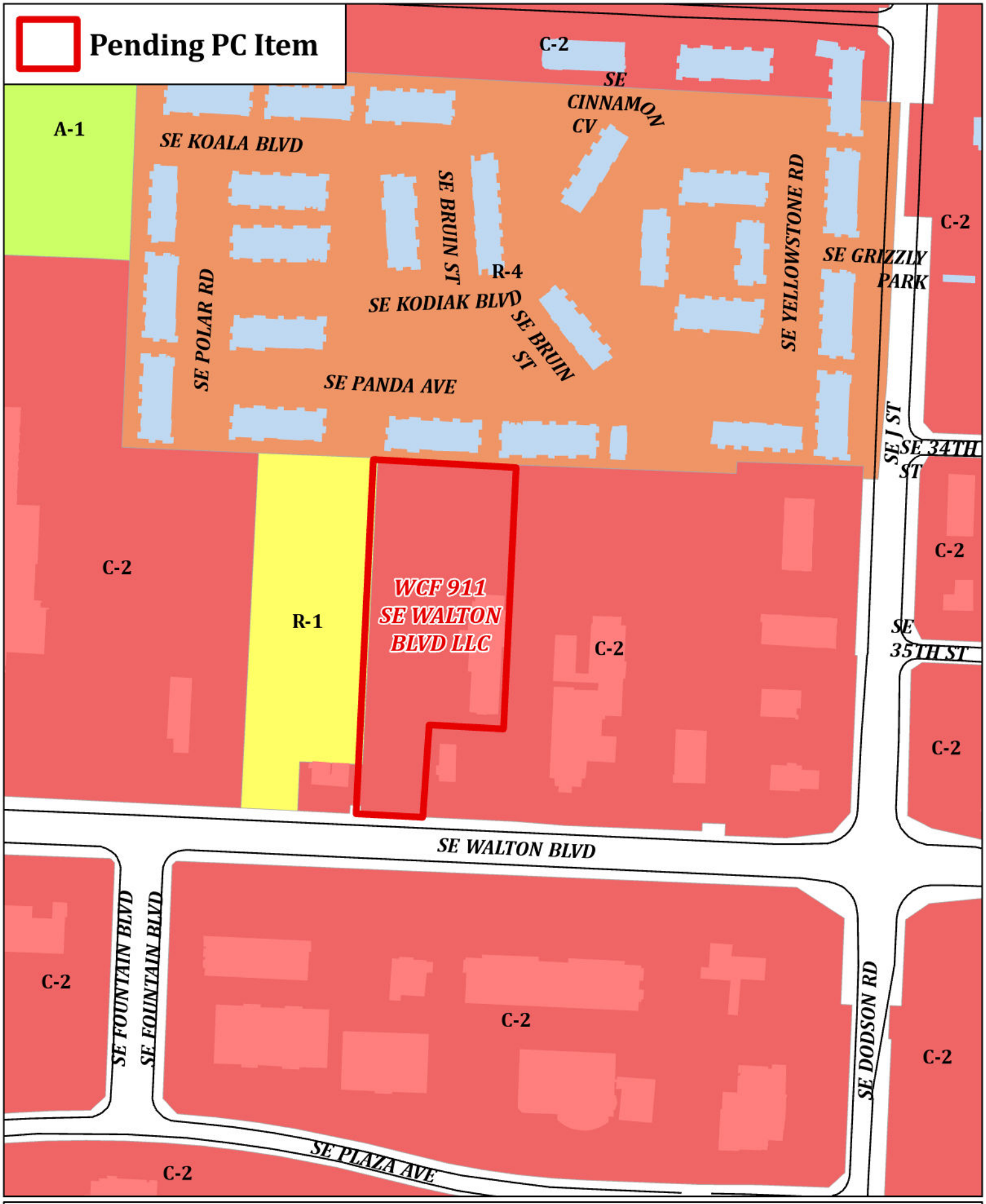
The subject property is adjacent to Urban Corridor and Regional Center to the northeast. The land use and zoning requests support the goals of the Bentonville Community Plan in supporting higher density and more housing units.

Conclusion

Planning staff recommends approval for all the reasons stated above.

Additional Details

Water / Sewer Comments: There are current downstream interceptor lines in the public sanitary sewer system that are at capacity. While the proposed use is compatible with the 2025 Land Use Plan, any proposed improvements on the lot that trigger a large scale development, a preliminary plat, a lot split or any development plans that will increase existing flow into the sanitary sewer system cannot be approved without addressing the downstream sewer capacity.



RZ25-0035
WCF 911 SE WALTON BLVD LLC
911 SE WALTON BLVD

Rezone Narrative- 911 SE Walton

The property located at 911 SE Walton Blvd in Bentonville, Arkansas, is being formally requested for consideration to rezone. The property is currently shown as "Urban Corridor" land use type, and is being requested for rezone as a Downtown Edge (DE). The proposed change would allow for a split of the land and allow for the west line of the property to be used for other commercial purposes (small shops, café, etc.) by creating an infill of an already developed property. The current owners are WCF 911 SE Walton Blvd LLC. The rezone would relate to the surrounding properties as most properties on SE Walton Blvd are commercial; the single property on SE Walton with current residential zoning is also labeled as "Urban Corridor" in the 2025 Land Use Plan. The overall amount of traffic increase would be dependent on the final acceptance of the structure (or structures) to the property in the future, however, the increase would likely be a very small percentage increase to the existing SE Walton Blvd arterial. The increase in signage would be minor, as the current access on SE Walton Blvd would be used for access. The overall appearance will match the overall commercial look to the area. All utilities are currently on-site: an 8" private water line exists to serve the current structure located on the property, with 12"public water line on SE Walton, as well as an 8" sanitary sewer line . All code and zoning requirements would be adhered to, based upon the structures added to the site.

🟩 City of Bentonville Rezone Application Review Checklist

Please check all applicable boxes:

🗺️ Consistency with Planning Documents

Designate the Future Land Use Map Alignment Policy Review Category

[Res-No-02-11-25M Future-Land-Use-Map-and-Zoning-Alignment-Policy]

- ☑ Standard Review (SR)
- ☐ Enhance Review (ER)
- ☐ PUD/ PRD
- ☐ Neither SR nor ER (Staff Recommends denial)

- **Consistency with the vision of the Community Plan**

  (Is the request supported by the vision and guiding principles of the Community Plan? **Applicants: please check which elements are consistent with the Community plan and demonstrate in your narrative how your project meets the vision of the Community Plan.**

[*bentonvillear.com/DocumentCenter/View/18161/Bentonville-Community-Plan-As-Amended-2025?bidId=*]

☑ Thoughtful Growth (p.38)

- Infill Development
- Existing Infrastructure

☐ Robust Economy (p.39)

- Providing a variety of housing options
- Access to high quality parks, recreation, schools, and multi-modal transportation opportunities.

☐ Welcoming and Diverse (p.39)

- Welcoming to all
- Provides a sense of community

☑ The Bentonville Experience (p.40)

- Redevelopment near downtown
- Providing a variety of housing options
- New neighborhoods throughout the community
- Transportation system that supports motorists, cyclists and pedestrians

☑ A Great Place to plant Roots (p.40)

- Housing Options for market entry level
- The ability to age in place
- Shopping, employment, and education options
- New neighborhoods throughout the community

📈 Development Impact, Intensity and location

- ☑ **Impact foreseen in the Future Land Use Map**
  (Does the proposed rezoning fit within the place type, i.e. SR?)
- ☐ **Intensity and Significant Economic Development criteria (for ER)**
  - ☐ Is the adjacent zone similar to the requested rezone?
  - ☐ Is the proposed rezone near the center of a “Center” or “Corridor” place type?
  - ☐ Is the proposed rezone near the edge of a “Neighborhood” place type?
  - ☐ Is the proposed rezone necessary to allow economic development of regional significance or a use unique in the region and its impact can be mitigated to preserve the public’s health, safety, and welfare.

🏘 Compatibility

- ☑ **Compatibility with Neighboring Development**
  (Is the rezone compatible with recent development activity in the surrounding area?)

Name: Taylor McBride Date: 7/17/25

Signature: [redacted]

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NOTES

1. CLIENT – DIYA LIU
2. BASIS OF BEARING: GPS OBSERVATIONS–NAD83, THIRD ORDER CLASS 1, ARKANSAS SPC NORTH ZONE
3. CALCULATED POINTS BASED ON A COMBINATION OF FIELD LOCATES AND MODELING TOGETHER AVAILABLE PLATS FROM THIS SAME SECTION.
4. THESE PROPERTIES SHOWN HEREON ARE LOCATED IN FLOOD ZONE X (OUTSIDE ANY PRESENTLY ESTABLISHED 100–YEAR FLOOD PLAIN), BASED ON FIRM PANEL NUMBER(S) 05007C0255K. EFFECTIVE DATE: JUNE 5, 2012
5. THERE WAS NO SUBSURFACE UTILITY INVESTIGATION MADE.
6. 20' ACCESS EASEMENT PER BOOK 2008, PAGE 38775
7. 20' UTILITY EASEMENT PER BOOK 2006 PAGE 1265
8. 40'X56' ACCESS EASEMENT PER BOOK 2007 PAGE 3350
9. 10' UTILITY EASEMENT PER BOOK 2006 PAGE 1265
10. BUILDING SETBACKS PER PLAT BOOK 2006 PAGE 1265
11. THE BOUNDARY AND TRACT DESCRIPTIONS ARE BASED ON A PLAT PREPARED BY CRAFTON & TULL DATED 3/29/23 (SEE REFERENCE 2).

REFERENCES

1. PROPERTY LINE ADJUSTMENT FOR XLNC GROUP, PREPARED BY SATTERFIELD LAND SURVEYORS, PA AND RICKY W. HILL, AR PS #1443, DATED JUNE 21, 2006 (RECORD DATE OCTOBER 13, 2006), BOOK 2006 PAGE 1265 IN THE OFFICE OF THE CIRCUIT CLERK FOR BENTON COUNTY, ARKANSAS
2. ALTA SURVEY/PRELIMINARY PLAT PREPARED FOR WELCOME CAPITOL FUND 1, LLC, (SE ¼ OF NW ¼ SECTION 8 TOWNSHIP 19 NORTH RANGE 30 WEST, 911 SE WALTON BLVD, BENTONVILLE, AR), PREPARED BY CRAFTON, TULL & ASSOCIATES, AR PE #109.
3. LOT FOUR (4) OF XLNC SUBDIVISION, AS PER PLAT IN PLAT BOOK 2006 AT PAGE 1265 AMONG THE RECORDS IN THE OFFICE OF THE CIRCUIT CLERK AND EX–OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, AND ALSO DESCRIBED AS FOLLOWS,
4. RECIPROCAL ACCESS EASEMENT AGREEMENT PREPARED BETWEEN XLNC GROUP, LLC, AND INTEGRITY PROPERTY MANAGEMENT, LLC, RECORD DATE JANUARY 25, 2007, IN BOOK 2007 PAGE 3350 IN THE OFFICE OF THE CIRCUIT CLERK FOR BENTON COUNTY, ARKANSAS.
5. ACCESS EASEMENT PREPARED BETWEEN XLNC GROUP, LLC, AND THE CITY OF BENTONVILLE, RECORD DATE SEPTEMBER 30, 2008, IN BOOK 2008 PAGE 38775 IN THE OFFICE OF THE CIRCUIT CLERK FOR BENTON COUNTY, ARKANSAS.

DESCRIPTION OF PARCEL 01–12783–000:

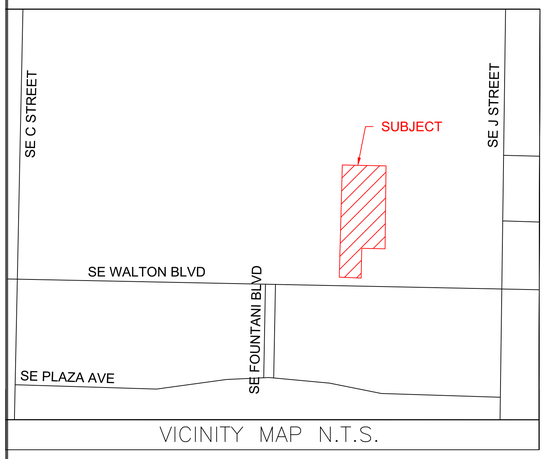
LOT FOUR (4) OF XLNC SUBDIVISION, AS PER PLAT IN PLAT BOOK 2006 AT PAGE 1265 AMONG THE RECORDS IN THE OFFICE OF THE CIRCUIT CLERK AND EX–OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, AND ALSO DESCRIBED AS FOLLOWS,

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼) OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER. THENCE N02°20'20"E, 35.02 FEET, THENCE S87°40'52"E, 440.85 FEET TO AN EXISTING REBAR ON THE NORTH RIGHT OF WAY LINE OF SOUTHEAST WALTON BOULEVARD AND THE POINT OF BEGINNING, THENCE N03°07'19"E, 621.96 FEET TO AN EXISTING IRON PIN, THENCE S87°34'26"E 252.81 FEET TO AN EXISTING IRON PIN, THENCE S03°05'19"W 455.19 FEET TO A SET REBAR WITH CAP, THENCE N87°43'42"W 132.97 FEET TO A SET REBAR WITH CAP, THENCE S03°09'42"W 165.91 FEET TO A SET REBAR WITH CAP ON THE NORTH RIGHT OF WAY LINE OF SOUTHEAST WALTON BOULEVARD, THENCE ALONG SAID RIGHT OF WAY LINE, N87°48'48"W, 120.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.10 ACRES AND SUBJECT TO ANY EASEMENTS OF RECORD.

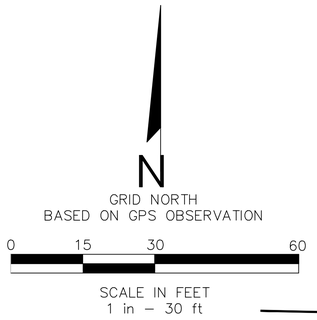
SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT NATURAL STATE ENGINEERING HAS THIS DATE MADE A BOUNDARY SURVEY OF THE DESCRIBED LANDS IN COMPLIANCE WITH THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS AND THAT ALL PROPERTY LINES AND CORNER MONUMENTS HAVE BEEN CORRECTLY ESTABLISHED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLARENCE W. "MAC" McALISTER, PS1303

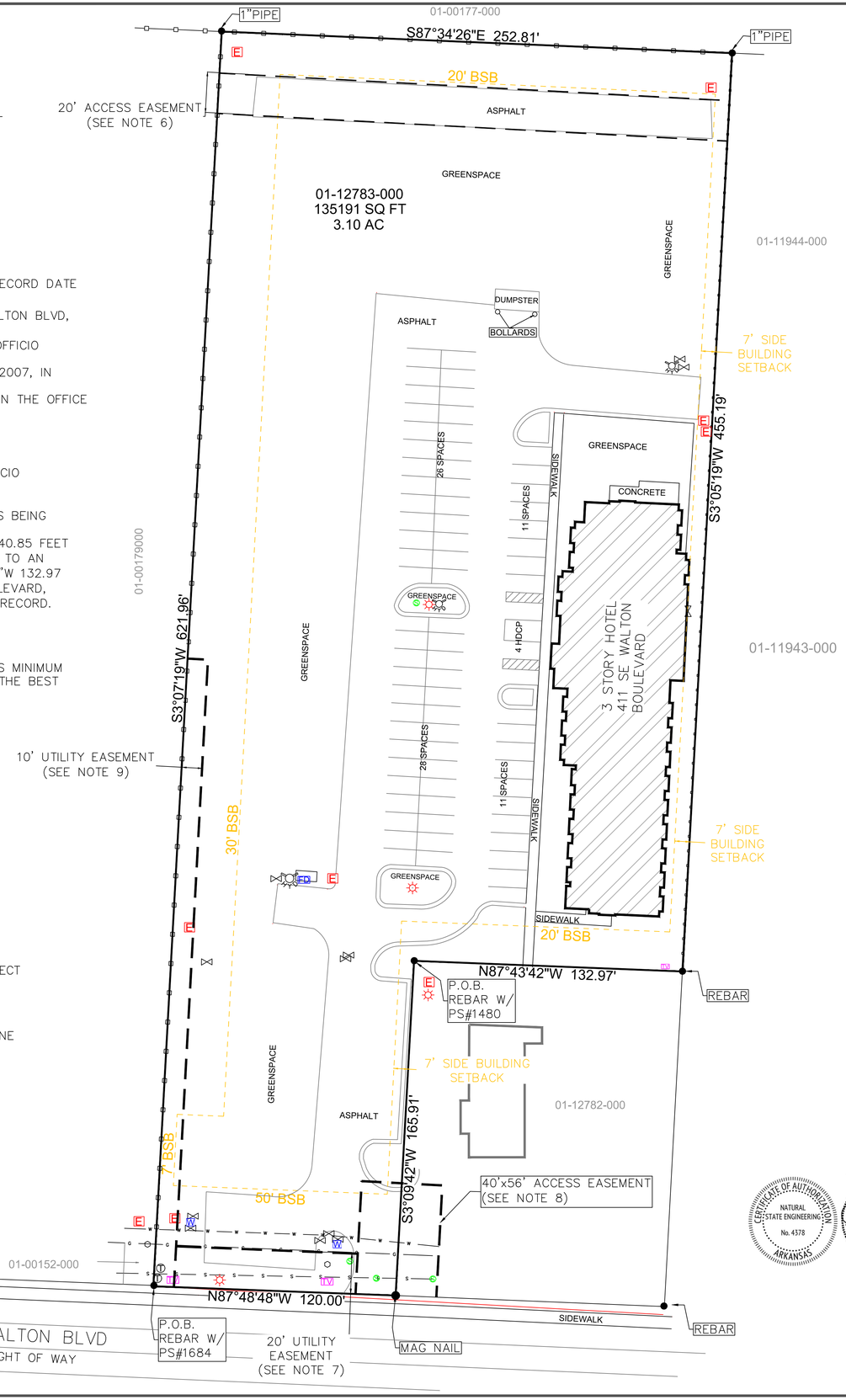


VICINITY MAP N.T.S.



LEGEND

- SET IRON PIN
- FOUND IRON PIN
- CALCULATED POINT
- POWER POLE
- ELECTRIC BOX
- HYDRANT
- VALVE
- LIGHT POLE
- SEWER MANHOLE
- TELEPHONE BOX
- FIRE DEPARTMENT CONNECT
- CABLE TV BOX
- WATER METER
- PROPERTY BOUNDARY LINE
- BUILDING SETBACK
- FENCELINE
- EASEMENTS
- OVERHEAD ELECTRIC
- GAS LINE
- WATER LINE
- SEWER LINE



CERTIFICATE OF AUTHORIZATION
NATURAL STATE ENGINEERING
No. 4378
ARKANSAS

REGISTERED
STATE OF ARKANSAS
24 1303
CLARENCE W. McALISTER
PROFESSIONAL LAND SURVEYOR

NATURAL STATE ENGINEERING
118 W NORTH DRIVE
ROGERS, AR 72756
(479) 391-9225

REVISION:

SURVEY FOR DIA LIU
911 SE WALTON
BENTONVILLE, ARKANSAS

PROJECT NUMBER: 25-027

PAGE TITLE:
BOUNDARY SURVEY

PAGE NUMBER:

DATE: 06-01-2025

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-2, GENERAL COMMERCIAL TO DE, DOWNTOWN EDGE; AND FOR OTHER PURPOSES. (PROJECT NUMBER: RZ25-0035)

WHEREAS, WCF 911 SE Walton Blvd, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of C-2, GENERAL COMMERCIAL to DE, DOWNTOWN EDGE to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT FOUR (4) OF XLNC SUBDIVISION, AS PER PLAT IN PLAT BOOK 2006 AT PAGE 1265 AMONG THE RECORDS IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, AND ALSO DESCRIBED AS FOLLOWS,PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4) OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS:COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER. THENCE N02°20'20"E, 35.02 FEET, THENCE S87°40'52"E, 440.85 FEET TO AN EXISTING REBAR ON THE NORTH RIGHT OF WAY LINE OF SOUTHEAST WALTON BOULEVARD AND THE POINT OF BEGINNING, THENCE N03°07'19"E, 621.96 FEET TO AN EXISTING IRON PIN, THENCE S87°34'26"E 252.81 FEET TO AN EXISTING IRON PIN, THENCE S03°05'19"W 455.19 FEET TO A SET REBAR WITH CAP, THENCE N87°43'42"W 132.97 FEET TO A SET REBAR WITH CAP, THENCE S03°09'42"W 165.91 FEET TO A SET REBAR WITH CAP ON THE NORTH RIGHT OF WAY LINE OF SOUTHEAST WALTON BOULEVARD, THENCE ALONG SAID RIGHT OF WAY LINE, N87°48'48"W, 120.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.10 ACRES AND SUBJECT TO ANY EASEMENTS OF RECORD.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 2, 2025 in the Council Chambers of the City of Bentonville;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of C-2, GENERAL COMMERCIAL to DE, DOWNTOWN EDGE.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of C-2, GENERAL COMMERCIAL to DE, DOWNTOWN EDGE to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

	Rezoning - RB Group Inc. - R-1, Low-Density Single-Family Residential to DE, Downtown Edge
	703 SE C St
	PC Date: 9/2/2025

Staff Report Details

Project Number	RZ25-0037
Applicant / Current Owner	RB Group, Inc.
Site Area	+/- **[.16]** Acres
Current Zoning	R-1, Low Density Residential
Requested Zoning	D-E, Downtown Edge
Current Future Land Use Map Designation	Urban Neighborhood
Requested Future Land Use Map Designation	N/A
Development Type / Use	Single Family Residential
Related projects	

Property Description

The subject property is located at 703 SE C Street. The property is presently zoned R-1, Low Density Single Family Residential, with a Future Land Use designation of Urban Neighborhood. The property has direct access to SE C St. Surrounding districts include R-1, Single Family Low Density Residential to the north, east, and west, and D-E, Downtown Edge to the north, south, east and west.

Project Details

The applicant has requested a rezoning of the property from R-1, Low-Density Single-Family Residential to D-E, Downtown Edge.

The applicant states in their narrative that they are requesting the rezoning to develop as residential, compatible with existing uses adjacent to the property and similar in intensity. The property is designated as Urban Neighborhood in the Future Land Use Map. Surrounding properties have the designated land-use place types of Urban Neighborhood to the north, east, west, and Urban Corridor to the south. Adjacent zoning districts include R-1, Low-Density Single-Family Residential to the north, east and west, and D-E, Downtown Edge to the north, south, east and west.

Project Details

Consistency
The proposed rezone is consistent with the adopted Future Land Use Map under Enhanced Review.

Impact
The impact of this rezone on the community will be to set the zoning regulations for the development of this project. Pursuant to the alignment policy, D-E is in alignment with the Urban Neighborhood place type under enhanced review and will implement the City-wide vision of where growth is appropriate, per the Future Land Use Map.

Compatibility
The design guidelines for the residential downtown districts (Development Code 1100.22), by which D-E is regulated, require rear loading, exterior materials and details to be *"consistent with the character of the surrounding context"*. The maximum height allowed for D-E is 50 feet while the maximum height allowed for the adjacent R-1 zoning is 36 ft. Since some of the land within this neighborhood has a future land use of Urban Neighborhood and Urban Corridor, there is a high likelihood of many of those properties rezoning to DN-4, D-E, and C-3 which have a maximum allowed height of 40 ft, 50ft, and 60ft respectively. This mixture of zoning types can help to create a terraced effect down to lower-density place types.

Intensity
The parcel is located within the Urban Neighborhood place type. The surrounding area includes a mix of Urban Neighborhood and Urban Corridor designations, both of which allow for a mixture of residential and retail uses. Among the two, Urban Neighborhood represents the lower development density.

Orderly Transition
The project is an infill project. Infill development seeks to reduce sprawl and conserve natural areas by placing mild increases in density within the existing urban fabric, keeping housing near job centers and promoting walking with shorter distances between residents and destinations.

Enhanced Review Criteria:

If the property is on the boundary of a place type, does the requested Zoning District match a Zoning District on either side of the property? Yes. The southern property line is the boundary between Urban Neighborhood and Urban Corridor, and the property adjacent to the southern property line is zoned D-E, Downtown Edge.

If the property is within 1/4 mile of transit, a four-lane road, or is trail proximate, would additional mobility needs be absorbed by existing infrastructure? Yes. The property is within 1/4 mile of the 8th Street corridor that includes 4 lanes of traffic, a dedicated bike lane, and a dedicated pedestrian lane. For a single-family residential development, there would not be a significant increase in added mobility needs, and existing infrastructure would be able to absorb those needs.

Is the rezone request consistent with the development pattern in the area?
Yes. This area is redeveloping into a mixture of townhomes, single family residential, and mixed-use development. A single family development would be consistent with the development pattern in the area.

Does the proposed rezone further advance the goals stated in the Comprehensive Plan?
The subject property is adjacent to Urban Neighborhood to the north, east, and west, and Urban Corridor to the south. The land use and zoning requests support the goals of the Bentonville Community Plan in supporting higher density and more housing units.

Relationship to the Community Plan

The subject property is adjacent to Urban Neighborhood to the north, east, and west, and Urban Corridor to the south. The land use and zoning requests support the goals of the Bentonville Community Plan in supporting higher density and more housing units.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

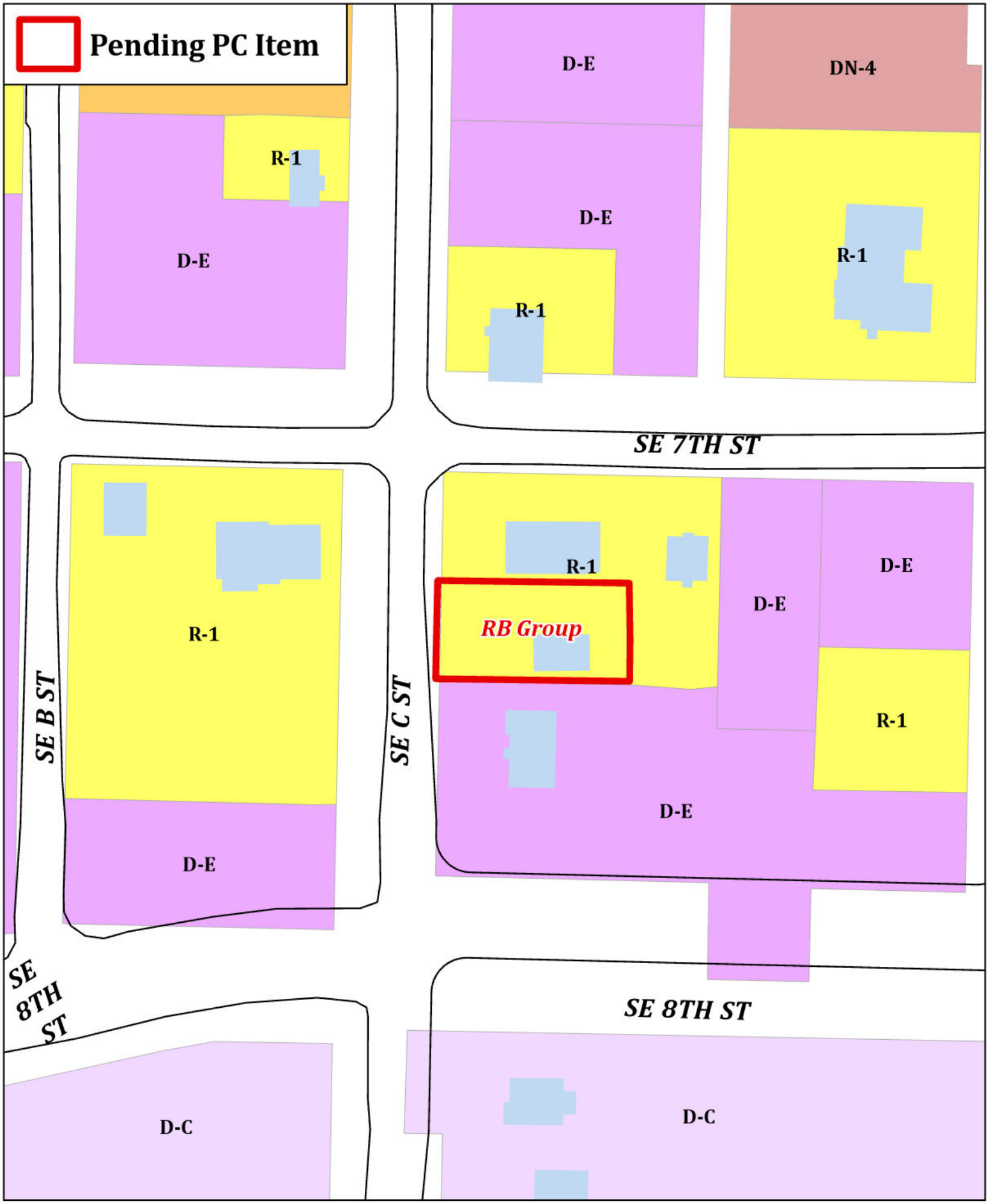
Analysis / Waivers

Conclusion

Given this property's location within Urban Neighborhood land use, as well as aligning with the Bentonville Community Plan, staff recommends approval of this request under enhanced review.

Additional Details

Water / Sewer Comments: There are current downstream interceptor lines in the public sanitary sewer system that are at capacity. While the proposed use is compatible under the enhanced review category per the 2025 Land Use Plan, if any improvements on the lot trigger a large scale development or a preliminary plat, the large scale or preliminary plat could not be approved without addressing the downstream sewer capacity.



RZ25-0037
RB Group
703 SE C ST

RB GROUP INC

July 18, 2025

City of Bentonville
Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Application-703 SE C St Project.

Dear Planning Commission:
Please accept this narrative letter to accompany a request by RB Group, Inc owner of real property located at 703 SE C street for consideration of a rezoning from R-1(Single-Family) to DE (Downtown Edge). Pending approval of this request, it is our intention to build a single-family detached new construction residence at the above property. The current land use is **Urban Neighborhood**. We are requesting a rezone to **DE** because of the reduced setback requirement which will help with the placement and footprint of the structure due to the shallow lot depth. The project will be compatible as majority of the surrounding property is currently zone **DE** and our will cause no impact to the local traffic because since there is no change in use. The property will also be compactible with existing context which is comprised of single-family detached homes. RB Group, Inc. is the current owner and developer. No signage will be constructed other that house numbers which are required by code. The appearance with be a Contemporary Traditional form and compatible with similar homes in the area. Water is available to the site and sewer will be connected via sewer main extension and tap.

Sincerely,

[redacted]

Reginald Wright

206 SW 8th Street, Suite 206, Bentonville, info@rbgroup-us.com www.rbgroup-us.com

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DE, DOWNTOWN EDGE; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ25-0037)

WHEREAS, RB Group, Inc. duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DE, DOWNTOWN EDGE to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 3A, BLOCK "E" ORCHARD ADDITION, AN ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. A REPLAT OF PART OF LOT 3 AND A PART OF LOT 6, BLOCK "E" OF THE ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS RECORDED IN PLAT RECORD "A" AT PAGE 89 AND PLAT RECORD "B" AT PAGE 27, TO LOT 3A, BLOCK "E" AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF LOT 2, BLOCK "E" OF THE ORCHARD ADDITION TO THE CITY OF BENTONVILLE; THENCE SOUTH ALONG THE RIGHT OF WAY OF "C" STREET SOUTHEAST, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A SET IRON PIN; THENCE SOUTH ALONG THE RIGHT OF WAY OF "C" STREET SOUTHEAST, A DISTANCE OF 60.00 FEET TO A FOUND IRON PIN; THENCE LEAVING SAID RIGHT OF WAY, EAST, A DISTANCE OF 114.00 FEET TO A SET IRON PIN; THENCE NORTH, A DISTANCE OF 60.00 FEET TO A SET IRON PIN, THENCE WEST, A DISTANCE OF 114.00 FEET TO THE POINT OF BEGINNING. PLAT RECORD "15" AT PAGE 121 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 2, 2025 in the Council Chambers of the City of Bentonville;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DE, DOWNTOWN EDGE.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DE, DOWNTOWN EDGE to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk