



BENTONVILLE CITY COUNCIL AGENDA

**Regular City Council Meeting
Community Development
Planning Commission Meeting Room**

**Tuesday, January 22, 2019 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: January 8, 2019**

AGENDA

1. Informational update by the Bentonville Pet Resource & Service Center, Steering Committee. **(Page 5)**
2. Planning:
 - 2a. **Lot Split: Lot 1 of Lone Projects Addition, Park Springs Investments, LLC, 1108 NW D Street, R-1, Single Family Residential.** **(Pages 9-12)**
The Planning Commission voted 7-0, recommending approval.

A Lot Split of previously unplatted land, creating Lot 1 of Lone Projects Addition (+/- 2.11 acres). The plat dedicates a 20-foot utility easement along the front property line.
 - 2b. **Lot Split: Lots 20-21 of Airport Center Subdivision, Durbin, Lani Cathryn Trustee, Southwest 24th Street and Southwest Aviation Street, C-2, General Commercial.** **(Pages 13-16)**
The Planning Commission voted 7-0, recommending approval.

A Lot Split of Lot 15 of Airport Center Subdivision, creating new Lots 20 (+/- 1.67 acres) & 21 (+/- 1.14 acres). The plat dedicates a 30-foot access easement along the two lots' shared lot line on SW 24th Street.

- 2c. **Property Line Adjustment: Lot 15, Block 15 of Deming's 2nd Addition, Todd and Dana Renfrow, 206 NW 5th Street, R-1, Single Family Residential.**

(Pages 17-19)

The Planning Commission voted 7-0, recommending approval.

A Property Line Adjustment of portions of Lots 8 and 9, Block 15 of Deming's Second Addition, creating new Lot 15, Block 15 (+/- .23 acres). The plat dedicates approximately .01 acres of right-of-way along NW 5th Street.

- 2d. **Property Line Adjustment: Lot 6, Block 1 of Bryant Addition, Arvest Bank, 2806 and 2808 E Central Avenue, R-O, Residential Office.**

(Pages 20-23)

The Planning Commission voted 7-0, recommending approval.

A Property Line Adjustment of Lots 2 and 5, Block 1 of Bryant Addition, creating new Lot 6, Block 1 (+/- 2.425 acres). The plat dedicates approximately .03 acres of right-of-way along E Central Avenue.

- 2e. **Rezoning: Christian and Jamie Sohosky, Valley Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.**

(Pages 24-28)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium-Density Residential. The Medium-Density Residential Land Use Category encourages a mix of housing types, including single-family, two-family, and end-of-block townhomes. The property's proximity to downtown may also justify a downtown zoning district.

- 2f. **Rezoning: Ropeswing Group, LLC, Southeast E Street, From R-3, Medium-Density Residential and I-2, Heavy Industrial to DN-4, Downtown Mixed-Use Residential.**

(Pages 29-31)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Downtown Commercial. The Downtown Commercial Land Use Category encourages a mix of densities and uses to create an urban setting. The property's proximity to downtown may also justify a downtown zoning district.

- 2g. **Property Line Adjustment: Lot 42 of Dickson's Addition, Lamplighter Restorations, 702 W Central Avenue, R-1, Single Family Residential.**

(Pages 32-34)

The Planning Commission voted 7-0, recommending approval.

A Property Line Adjustment of a part of Lot 9 of Dickson's Addition, creating new Lot 42 (+/- .17 acres). The plat dedicates approximately .03 acres of right-of-way along NW F Street and W Central Avenue.

3. Approval of a resolution endorsing the installation of a permanent piece of artwork, titled "PoGlow" by the team at the Amazeum, on public property located at Lawrence Plaza. The purchase and installation of the artwork is funded by the Bentonville Advertising & Promotions Commission. The Public Art Advisory Committee and the Bentonville Parks and Recreation Board have approved the installation. The proposal is attached. **(Pages 35-39)**
4. Staff requests a waiver of the bidding process for purchase of eight (8) Lakeside Dual Magna Rotors in the oxidation ditches at the wastewater treatment facility. Wastewater staff has researched several aeration alternatives and believe the Lakeside Dual Magna Rotor Aerators with Covers is the most maintenance free and cost effective fit for this facility. Our aeration basins are not deep enough to support diffused air systems. It is neither practical nor feasible to retrofit another type of rotor system. Schupe & Associates, Inc. the authorized representatives for this product in Arkansas Quoted a price not to exceed \$1,109,194 tax included. **(Pages 40-56)**
5. Staff requests approval of an ordinance to waive the requirement of competitive bidding and authorize the Mayor and City Clerk to enter into a contract with Johnson Controls, Inc. for preventative maintenance services at the Bentonville Municipal Works Facility for 2019 in the amount of \$36,500.00 plus tax. Total amount with tax for this service is \$39,967.50. This is a budgeted item. **(Pages 57-95)**
6. Parks and Recreation Staff requests City Council approval of an ordinance to waive the requirement for competitive bidding and authorize the Mayor and City Clerk to enter into an agreement with Johnson Controls, in the amount of \$38,151.00, for a planned service maintenance agreement for the Bentonville Community Center. **(Pages 96-131)**
7. This is a request for a waiver of competitive bidding to purchase equipment and installation for eight 2019 budgeted patrol vehicles (Chevrolet Tahoe 2WD, PPV's). The vehicles to be equipped will be provided by Superior Fleet and Commercial Sales in Siloam Springs, (below current Arkansas State Bid pricing), for \$32,791.00 per unit (total \$262,328.00) to include options. Superior will provide and install police equipment for each aforementioned vehicle, (\$16,868.09 each, \$134,944.72 total). This waiver of competitive bidding would streamline the upfitting process of the aforementioned vehicles and also adhere to spending requirements. The waiver would also result in a "warranty in service date" to begin when the completed vehicle is delivered and ready for service, extending the city's effective warranty of each vehicle. Having the equipment installed by the dealer will also protect the manufacturer's warranty of each vehicle and offer an installation warranty for the life of the vehicle. See attached equipment list and pricing. **(Pages 132-140)**
8. Request for a waiver of bid for Audio Visual Systems for our new facility under construction to include our Emergency Dispatch Center, Emergency Operations Center, and Criminal Investigations section. The previously approved Total Program Budget for the Audio Visual Equipment identified \$234,000.00 to complete this portion for the project. See attached Memorandum. **(Pages 141-148)**
9. Request for a waiver of bid for Dispatch Consoles for our Emergency Dispatch Center that is currently under construction. The previously approved Total

Program Budget for the building project identified \$190,000 for the purchase of these eight (8) consoles. See attached Memorandum. **(Pages 149-152)**

10. Request City Council approve the reclassification of one (1) First Class Powerline Electrician, Grade 95 to an Electric Crew Leader, Grade 96. This reclassification is needed to correctly staff the new electric crew in the Electric Department. There is NO additional budget adjustments needed to affect this change. **(Page 153)**
11. Request City Council approve the reclassification of one (1) Administrative Assistant II (Grade 17) in the planning department to a Planning Technician (Grade 20) in the planning department. There is NO additional budget adjustments needed to affect this change. **(Page 154)**
12. An ordinance authorizing the Mayor and City Clerk to enter into an agreement with Global Rental Co. Inc. to rent 2-Altec bucket trucks and 1-Altec digger derrick in 2019 in the amount of \$9,700/month and waive the requirements of competitive bidding. This is a 2019 budgeted item. **(Pages 155-159)**
13. Fire Department Staff recommends Council approve resolution authorizing the Mayor and City Clerk to enter into Guaranteed Maximum Price (\$2,198,946.47) Amendment #2 to the Construction Management Agreement with Clinard Construction for the construction of Station # 7. **(Pages 160-169)**



CHECK ALL THAT APPLY			
	Bid Award	Bid #	
	Budget Adjustment		
	Change Order		
X	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 22, 2019

Submitted by:

Administration

Department

Administration

Phone

479-271-3112

ACTION REQUIRED:

Informational update by the Bentonville Pet Resource & Service Center, Steering Committee.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com



PLEASE RECYCLE





City Council Agenda Items

For City Council Meeting of January 22, 2019

From the January 15, 2019 Planning Commission Meeting

Lot Split: Lot 1 of Lone Projects Addition, Park Springs Investments, LLC, 1108 NW D Street, R-1, Single Family Residential.

The Planning Commission voted 7-0, recommending approval.

A Lot Split of previously unplatted land, creating Lot 1 of Lone Projects Addition (+/- 2.11 acres). The plat dedicates a 20-foot utility easement along the front property line.

Lot Split: Lots 20-21 of Airport Center Subdivision, Durbin, Lani Cathryn Trustee, Southwest 24th Street and Southwest Aviation Street, C-2, General Commercial.

The Planning Commission voted 7-0, recommending approval.

A Lot Split of Lot 15 of Airport Center Subdivision, creating new Lots 20 (+/- 1.67 acres) & 21 (+/- 1.14 acres). The plat dedicates a 30-foot access easement along the two lots' shared lot line on SW 24th Street.

Property Line Adjustment: Lot 15, Block 15 of Deming's 2nd Addition, Todd and Dana Renfrow, 206 NW 5th Street, R-1, Single Family Residential.

The Planning Commission voted 7-0, recommending approval.

A Property Line Adjustment of portions of Lots 8 and 9, Block 15 of Deming's Second Addition, creating new Lot 15, Block 15 (+/- .23 acres). The plat dedicates approximately .01 acres of right-of-way along NW 5th Street.

Property Line Adjustment: Lot 6, Block 1 of Bryant Addition, Arvest Bank, 2806 and 2808 E Central Avenue, R-O, Residential Office.

The Planning Commission voted 7-0, recommending approval.

A Property Line Adjustment of Lots 2 and 5, Block 1 of Bryant Addition, creating new Lot 6, Block 1 (+/- 2.425 acres). The plat dedicates approximately .03 acres of right-of-way along E Central Avenue.

Rezoning: Christian and Jamie Sohosky, Valley Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium-Density Residential. The Medium-Density Residential Land Use Category encourages a mix of housing types, including single-family, two-family, and end-of-block townhomes. The property's proximity to downtown may also justify a downtown zoning district.

Rezoning: Ropeswing Group, LLC, Southeast E Street, From R-3, Medium-Density Residential and I-2, Heavy Industrial to DN-4, Downtown Mixed-Use Residential.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Downtown Commercial. The Downtown Commercial Land Use Category encourages a mix of densities and uses to create an urban setting. The property's proximity to downtown may also justify a downtown zoning district.

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Consent Agenda Items

For Planning Commission meeting of January 15, 2019

Reviewer: Tyler Overstreet, Planner

- ❖ At the Technical Review meeting held on January 8, 2019 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Lot Split: Lot 1, Lone Projects Addition, Park Springs Investments, LLC, 1108 NW D Street, R-1, Single-Family Residential (LS18-0044)

A Lot Split of previously unplatted land, creating Lot 1 of Lone Projects Addition (+/- 2.11 acres). The plat dedicates a 20-foot utility easement along the front property line.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

Lot Split: Lots 20 & 21, Airport Center Subdivision, Durbin, Lani Cathryn Trustee, SW 24th Street & SW Aviation Street, C-2, General Commercial (LS18-0045)

A Lot Split of Lot 15 of Airport Center Subdivision, creating new Lots 20 (+/- 1.67 acres) & 21 (+/- 1.14 acres). The plat dedicates a 30-foot access easement along the two lots' shared lot line on SW 24th Street.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

Property Line Adjustment: Lot 15, Block 15, Deming's Second Addition, Todd & Dana Renfrow, 206 NW 5th Street, R-1, Single-Family Residential (PLA18-0046)

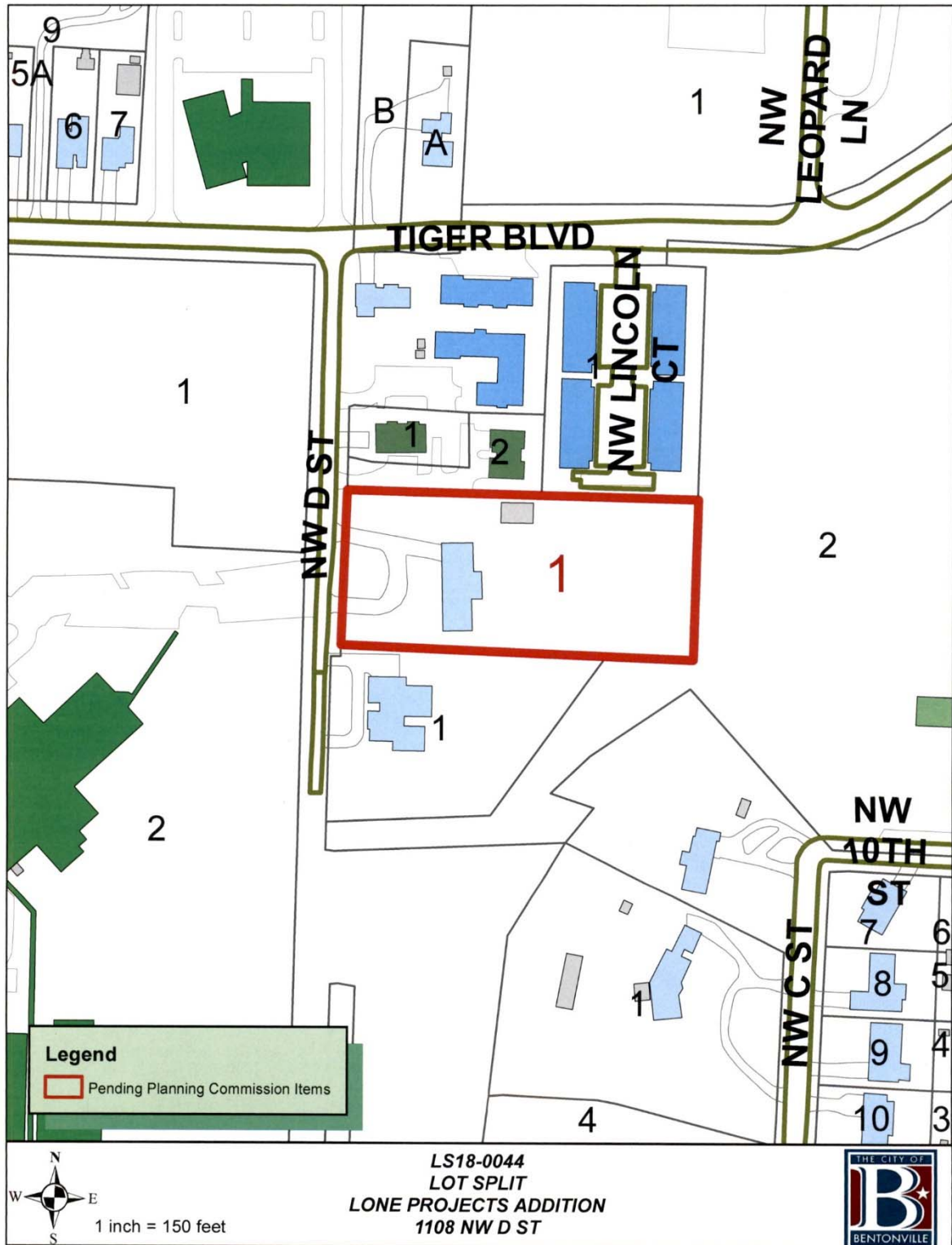
A Property Line Adjustment of portions of Lots 8 and 9, Block 15 of Deming's Second Addition, creating new Lot 15, Block 15 (+/- .23 acres). The plat dedicates approximately .01 acres of right-of-way along NW 5th Street.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

Property Line Adjustment: Lot 6, Block 1, Bryant Addition, Arvest Bank, 2806 & 2808 E Central Avenue, R-O, Residential Office (PLA18-0047)

A Property Line Adjustment of Lots 2 and 5, Block 1 of Bryant Addition, creating new Lot 6, Block 1 (+/- 2.425 acres). The plat dedicates approximately .03 acres of right-of-way along E Central Avenue.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 OF LONE PROJECTS
ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS18-0044).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 1 of Lone Projects Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 15, 2019; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and,

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of Lot 1 of Lone Projects Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

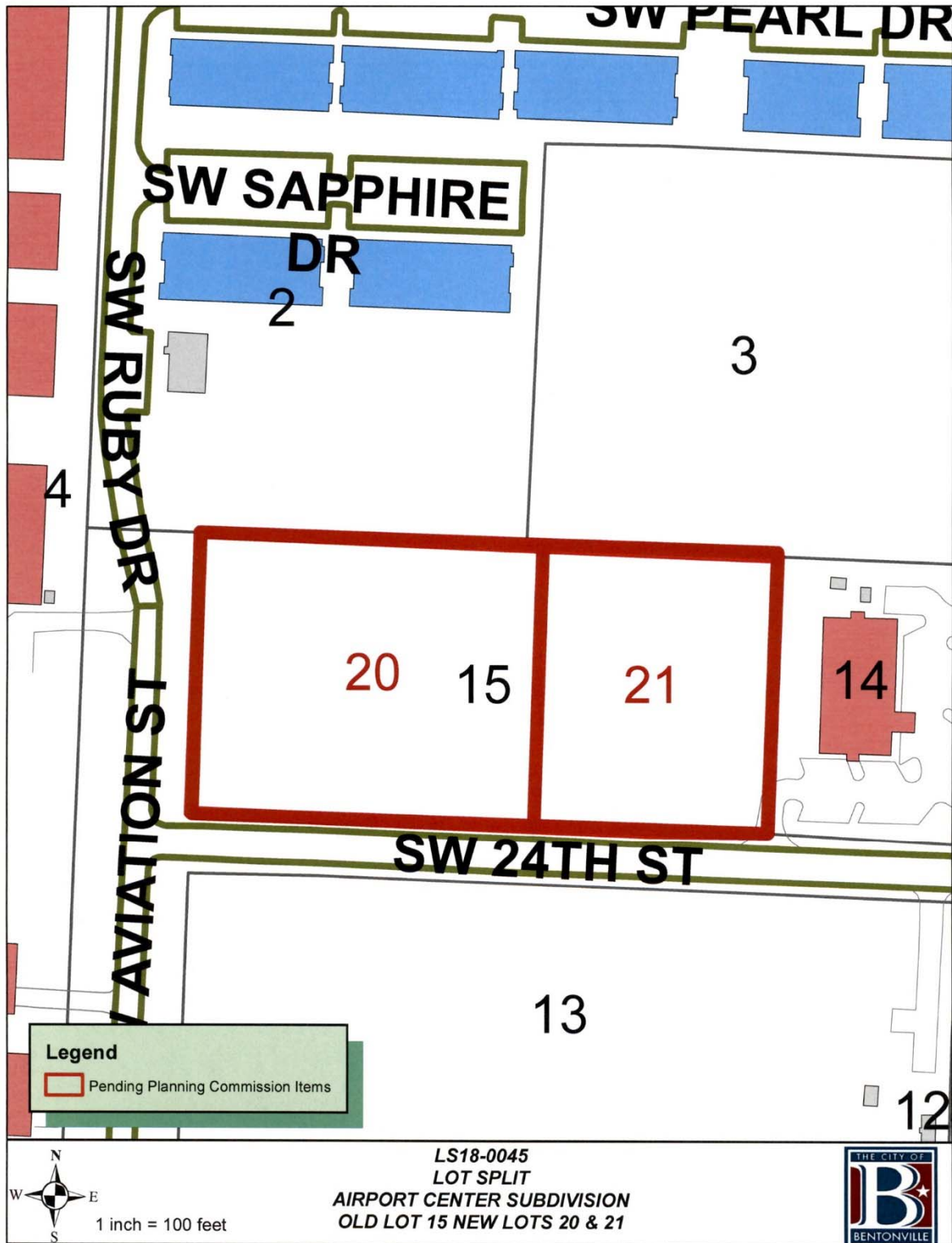
PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

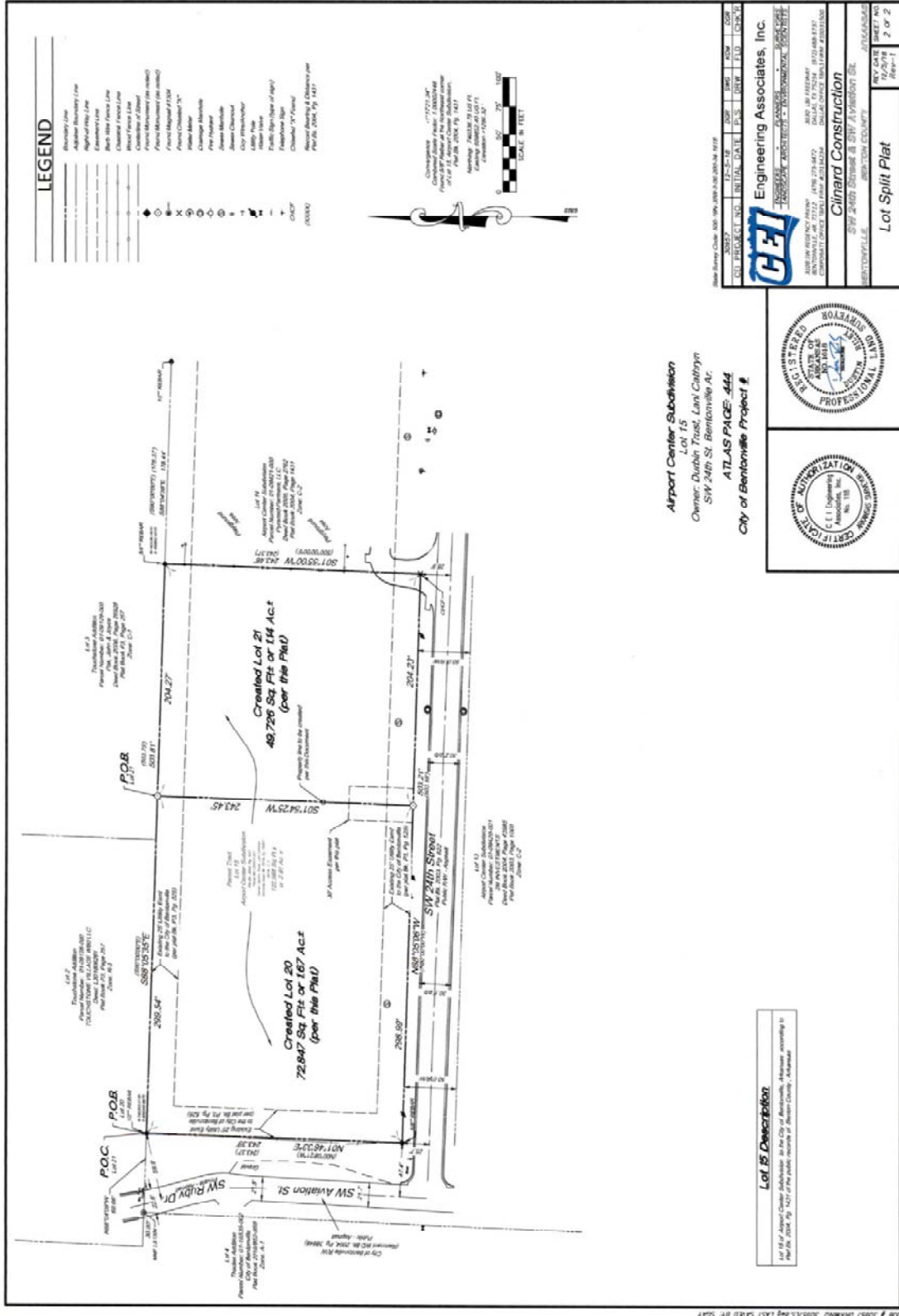
MAYOR

CITY CLERK



~ 14 ~

2017-2018



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 20-21 OF AIRPORT
CENTER SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: LS18-0045).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 20-21 of Airport Center Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 15, 2019; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and,

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of Lots 20-21 of Airport Center Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

PASSED AND APPROVED this _____ day of _____, 2019.

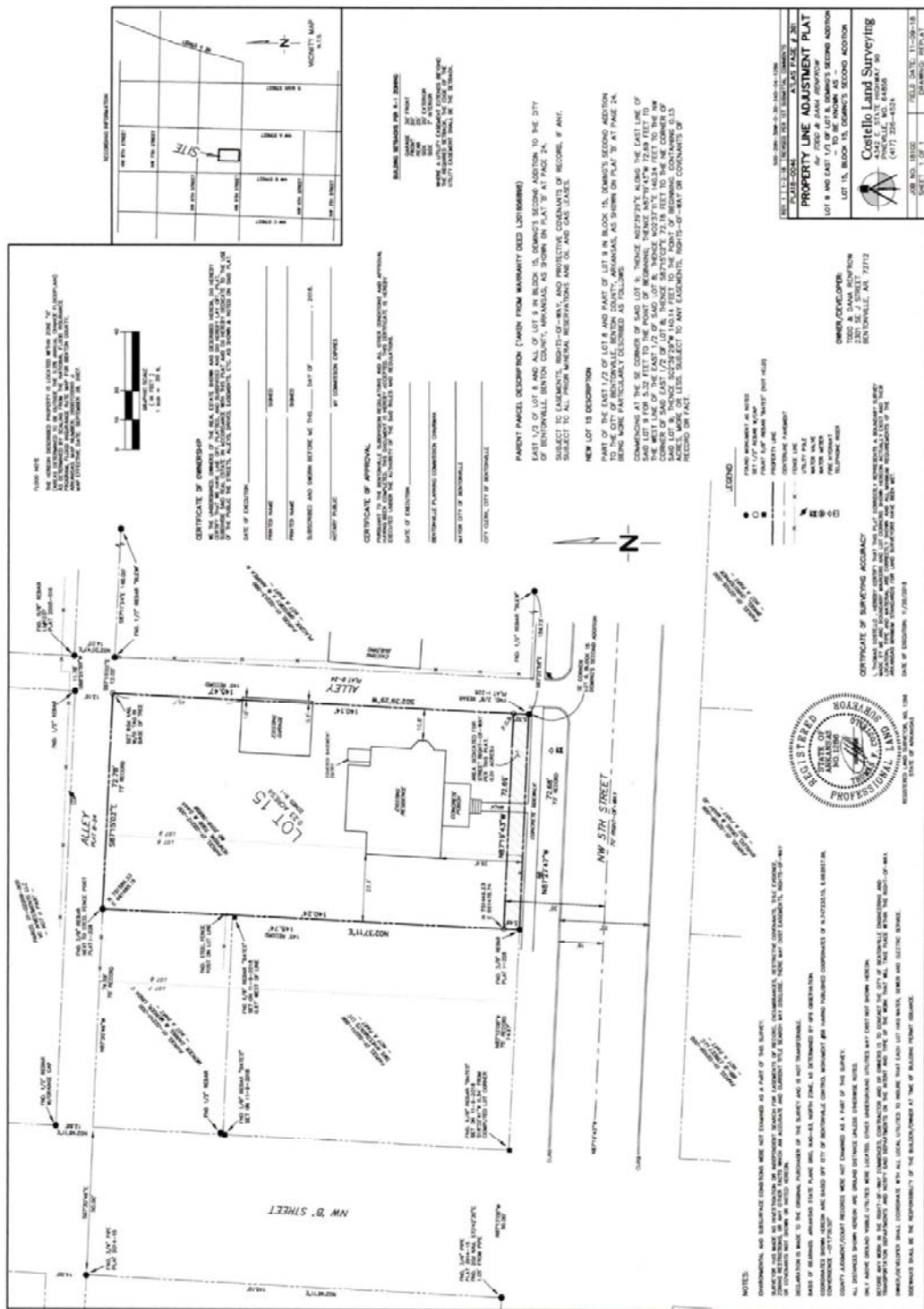
APPROVED:

ATTEST:

MAYOR

CITY CLERK





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT
15, BLOCK 15 OF DEMING'S 2ND ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA18-0046).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 15, Block 15 of Deming's 2nd Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 15, 2019; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and,

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

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

Section 1: That the property line adjustment of Lot 15, Block 15 of Deming's 2nd Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment.

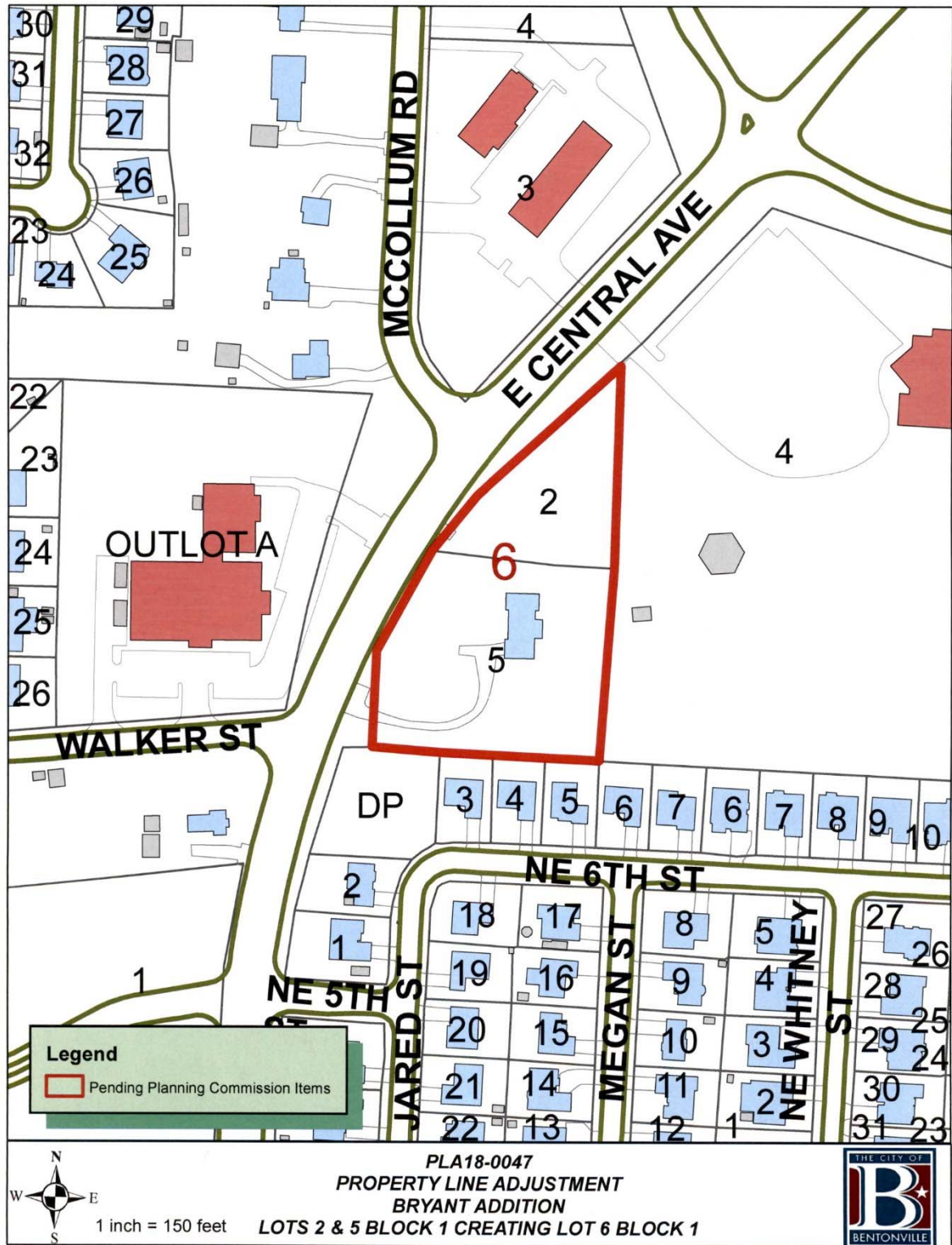
PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



OFFICE	PARKING IN FRONT	NO PARKING IN FRONT
FRONT	50'	20'
SIDE INT.	10'	10'
SIDE EXT.	50'	20'
REAR	25'	25'

WHERE A UTILITY EASEMENT EXTENDS BEYOND THE REQUIRED SETBACK, THE EDGE OF THE UTILITY EASEMENT SHALL BE THE SETBACK.

PI 018-0047

~ 21 ~

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 6,
BLOCK 1 OF BRYANT ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: PLA18-0047).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 6, Block 1 of Bryant Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 15, 2019; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and,

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

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

Section 1: That the property line adjustment of Lot 6, Block 1 of Bryant Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED this _____ day of _____, 2019.

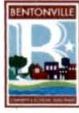
APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



Sohosky

Valley Street

PC Date: 1/15/2019

Reviewer: Tyler Overstreet, Planner

Project Number	RZ18-0036
Applicant / Current Owner	Christian and Jamie Sohosky 8 Firestone Bentonville, AR 72712
Site Area	+/- 4.25 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium-Density Residential

Property Description

This property is located north of the intersection of Valley Street and Fillmore Street. The property is currently zoned R-1, Single-Family Residential. Adjacent zonings are R-1 to the north, south, and west, and A-1 to the east.

Projected Traffic Impact

The proposed rezoning does not have the potential to adversely impact in the area.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Medium-Density Residential. The Medium-Density Residential Land Use Category encourages a mix of housing types, including single-family, two-family, and end-of-block townhomes. The property's proximity to downtown may also justify a downtown zoning district.

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Conclusion

In conclusion, the DN-2, Downtown Medium-Density Residential zoning district is generally compatible with the current and future character of the surrounding neighborhood and Land Use Category definition.



CEI Engineering Associates, Inc.

ENGINEERS ■ SURVEYORS ■ LANDSCAPE ARCHITECTS ■ PLANNERS

3108 SW Regency Parkway, Suite 2
Bentonville, AR 72712
(479) 273-9472 Fax (479) 273-0844
www.ceieng.com

November 26, 2018

City of Bentonville
Planning Dept.
305 SW A St.
Bentonville, AR 72712

RE: Fillmore Street Rezoning

Dear Planning Commission:

Please accept this narrative letter to accompany a formal application by Christian and Jamie Sohosky, owner of real property located in the City of Bentonville, for consideration of a rezoning request for Benton County parcels #01-04634-001 #01-04634-000, #01-04634-01, #01-04610-001, #01-04610-002, and #01-04612-000 from R-1 Single-Family Residential to a DN-2 Downtown Medium Density Residential zoning district. The properties are approximately 4.25 acres in total. This request includes former street right of way property that was vacated by ordinance 2018-133

The current zoning designation is R-1 and there have been several actions through the city in preparation for development of this land including vacation of easements and old street right of way. This rezoning request will further support the plan for development of the property. Surrounding properties are zoned R-1 with several pockets of DN-2 in the neighborhood so the request to rezone will be similar to other uses already in the area. If this proposed rezoning is accepted, the use of the property will remain residential but provide the current land owner additional flexibility in design and development of the land.

Traffic in the area is minimal since the property is at the end of the neighborhood streets. The existing street network consists of older neighborhood streets mostly without the benefit of sidewalks in the area. The city trail system is near the property and should provide additional means of connectivity and multi-modal transportation. The property is served by a 6" water main and 8" sewer main along Valley & Fillmore streets. We believe this property is ideally suited for development as a DN-2 Downtown Medium Density Residential property and ask that this request be granted by the commission.

Thank you for your time and consideration in this matter.
Respectfully submitted,

CEI Engineering Associates, Inc.
Nate Bachelor, PE
Project Manager

Providing Consolidated Land Development Services

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ PENNSYLVANIA

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ18-0036).

WHEREAS, Christian and Jamie Sohosky 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, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOTS 13, 14, 15, 16, 17, 18 AND A PART OF LOT 19 IN BLOCK 12; ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 13, 14, 15 AND PART OF LOTS 10 AND 16 IN BLOCK 16, ALL IN W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT RECORD BOOK A AT PAGES 81 AND 119, BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 30 WEST;

THENCE SOUTH 02°27'15" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 105.68 FEET TO A 5/8" REBAR WITH CAP LS 1618 AT THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH RIGHT OF WAY OF TIGER BLVD TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 02°27'15" WEST, 571.32 FEET TO A POINT IN THE CENTER OF THE RIGHT OF WAY OF VALLEY ST. VACATED BY ORDINANCE 2018-133;

THENCE NORTH 87°13'46" WEST ALONG SAID CENTER LINE, 211.82 FEET TO THE WEST LINE OF SAID VACATED PORTION OF VALLEY ST.;

THENCE NORTH 02°27'40" EAST ALONG SAID WEST LINE 25.00 FEET TO A 5/8" REBAR WITH CAP LS 1304 AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 16;

THENCE NORTH 87°13'46" WEST ALONG THE SOUTH LINE OF A PORTION OF RIGHT OF WAY FOR FILLMORE ST VACATED BY ORDINANCE 2018-133, A DISTANCE OF 205.85 FEET TO A 5/8" REBAR WITH CAP LS 1618 IN THE CENTER OF A VACATED ALLEY;

THENCE NORTH 02°27'16" EAST ALONG THE CENTER OF SAID VACATED ALLEY 330.39 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF TIGER BLVD;

THENCE NORTH 52°27'37" EAST ALONG SAID SOUTH RIGHT OF WAY, 48.85 FEET TO A POINT ON THE NORTH LINE OF LOT 19, BLOCK 12;

THENCE SOUTH 87°13'46" EAST, 168.42 FEET TO THE EAST RIGHT OF WAY OF FILLMORE ST;

THENCE NORTH 02°28'06" EAST ALONG SAID EAST RIGHT OF WAY 100.00 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 16;

THENCE NORTH 74°17'04" EAST 157.69 FEET TO THE NORTHEAST CORNER OF LOT 10, BLOCK 16;

THENCE NORTH 63°42'51" EAST 70.66 FEET TO THE POINT OF BEGINNING; CONTAINING ±184,980.98 SQUARE FEET, OR 4.25 ACRES, MORE OR LESS.

and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 15, 2019 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record 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, Single Family Residential to DN-2, Downtown Medium-Density Residential.

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, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2019.

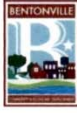
APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Ropeswing Group, LLC

SE E Street

PC Date: 1/15/2019

Reviewer: Tyler Overstreet, Planner

Project Number	RZ18-0037
Applicant / Current Owner	Ropeswing Group, LLC 700 SE 5 th Street Bentonville, AR 72712
Site Area	+/- 8 acres
Current Zoning	R-3, Medium Density Residential
Requested Zoning	DN-4, Downtown Mixed-Use Residential
Future Land Use Map Designation	Downtown Commercial

<http://geo.bentonvillear.com/mgweb/PZpending/>

Property Description

This property is located at the northeast corner of the intersection of SE 8th Street and SE E Street. The property is currently zoned R-3, Medium-Density Residential & I-2, Heavy Industrial.

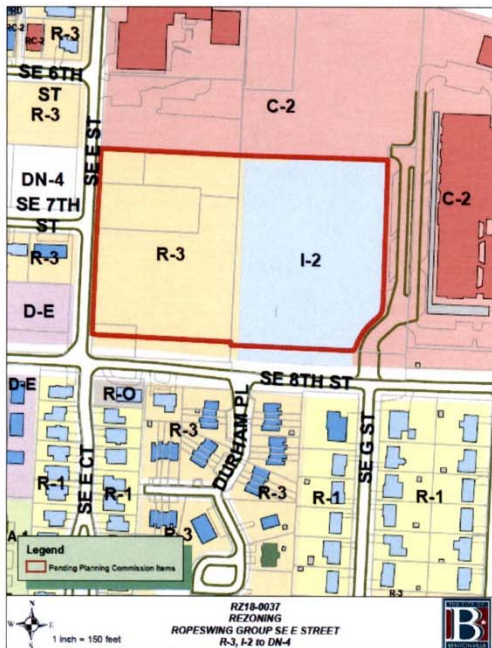
Projected Traffic Impact

The proposed rezoning does have the potential to impact traffic in the area. However, the site's proximity to the downtown street grid and adjacency to SE 8th Street (which is planned for improvement) should accommodate any increases in traffic caused by the development.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Downtown Commercial. The Downtown Commercial Land Use Category encourages a mix of densities and uses to create an urban setting. The property's proximity to downtown may also justify a downtown zoning district.

Location Map



Conclusion

In conclusion, the DN-4, Downtown Mixed-Use Residential zoning district is generally compatible with this land use category due to its allowable uses. Allowable uses within this district include small-scale retail, restaurants and higher-density housing.

8th and E St., LLC

700 SE 5th Street Suite 1 | Bentonville AR 72712 | 479.268.4157

December 10, 2018

City of Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Request for NE Corner of 8th and E St. Narrative

Parcels 01-03605-000, 01-03605-001, 01-03604-000, 01-03600-000, 01-03601-000, 01-17772-000 located at NE Corner of 8th and E St. is currently zoned R-3 and I-2. The proposed zoning request from the current R-3 and I-2, Medium-density residential and Heavy Industrial, to DN-4, Downtown Mixed-use Residential, will allow for an increased neighborhood density. This zoning change will allow for a multi-family apartment building adjacent to 8th Street and close proximity to the public trails and Greenway. The property will relate to the surrounding properties with use and scale. Below are responses to topics related to use, traffic, signage and appearance.

Use: The new structures on the site will be for residential use.
Traffic: The traffic on SE 8th Street is relatively heavy during rush hours at this parcel and is a few blocks from several north/south and east/west arteries.
Signage: Any building signage will be submitted to the City for review and approval.
Appearance: The proposed structures will follow the City's design standards.
Utilities: There is an existing 8" water line that runs just South of the parcels. Existing sewer runs along the entirety of the East side of the property.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-3, MEDIUM DENSITY RESIDENTIAL AND I-2, HEAVY INDUSTRIAL TO DN-4, DOWNTOWN MIXED-USE RESIDENTIAL (PROJECT NUMBER: RZ18-0037).

WHEREAS, Ropeswing Group, 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 R-3, Medium Density Residential and I-2, Heavy Industrial to DN-4, Downtown Mixed-Use Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

ALL OF BLOCK M AND THE SOUTH HALF OF BLOCK N IN PLAT RECORD BOOK A, PAGE 89 & BOOK B, PAGE 27 ALSO LOT 1, BLOCK N OF ORCHARD ADDITION IN PLAT RECORD BOOK 2013, PAGE 649. AND LOT 2, IN PLAT RECORD BOOK 2016, PAGE 430 MARKET ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN THE BENTON COUNTY CLERK'S OFFICE RECORDS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 15, 2019 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record 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-3, Medium Density Residential and I-2, Heavy Industrial to DN-4, Downtown Mixed-Use Residential.

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-3, Medium Density Residential and I-2, Heavy Industrial to DN-4, Downtown Mixed-Use Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

PROPERTY LINE ADJUSTMENT STAFF REPORT



Lot 42, Dickson's Addition

702 W Central Avenue

PC Date: 1/15/2019

Reviewer: Tyler Overstreet, Planner

Project Number	PLA18-0045
Applicant / Current Owner	Lamplighter Restorations P.O. Box 3418 Bentonville, AR 72712
Site Area	+/- .2 acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Low-Density Residential

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is located at the northwest corner of the intersection of NW F Street and W Central Avenue. The property is currently zoned R-1, Single-Family Residential.

Project Details

A Property Line Adjustment of a part of Lot 9 of Dickson's Addition, creating new Lot 42 (+/- .17 acres). The plat dedicates approximately .03 acres of right-of-way along NW F Street and W Central Avenue.

Projected Traffic Impact

The proposed lot split does not have the potential to impact traffic in the area. Considering the current zoning and size of the proposed lots, there should be little impact to traffic in the area.

Waivers

No waivers requested

Conclusion

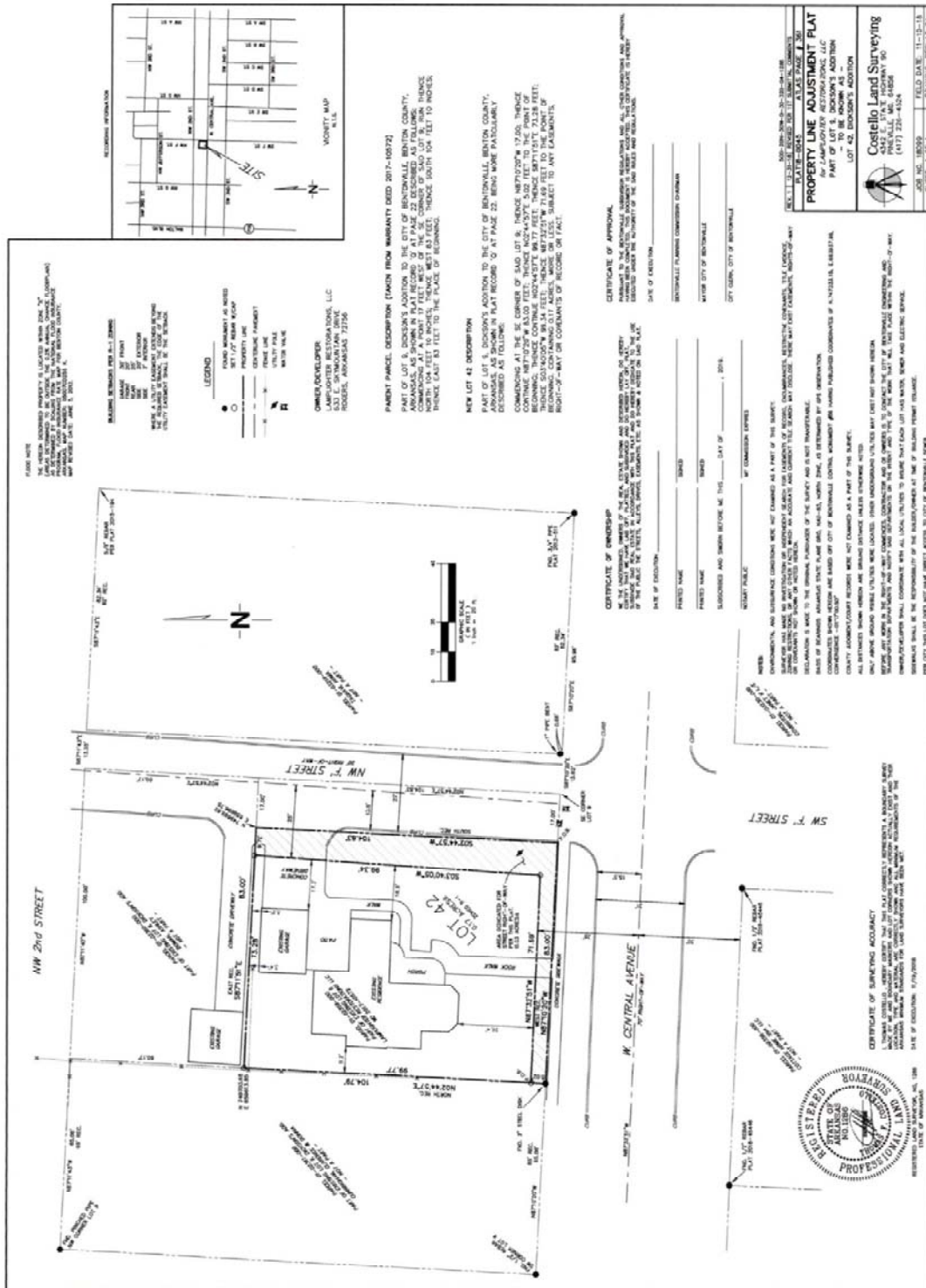
This lot split does meet the minimum requirements of the subdivision regulations.

Standard Conditions of Approval

1. Provide a digital copy of the plat.
2. Address all technical review comments before requesting a building permit.
3. The waiver request shall only be applicable for Lots 1-2 Rainbow Farm Addition, as depicted on the to-be-filed plat of record.

NOTES

- **Sidewalks.** Sidewalk installation will be the responsibility of individual lot owners at the time of building permit.



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 42
OF DICKSON'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: PLA18-0045).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 42 of Dickson's Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 15, 2019; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and,

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

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

Section 1: That the property line adjustment of Lot 42 of Dickson's Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

January 22, 2019

Submitted by: Shelli Kerr
obo Public Art Advisory Committee

Department

Planning Services

Phone

271-6822

ACTION REQUIRED:

Approval of a resolution endorsing the installation of a permanent piece of artwork, titled "PoGlow" by the team at the Amazeum, on public property located at Lawrence Plaza. The purchase and installation of the artwork is funded by the Bentonville Advertising & Promotions Commission. The Public Art Advisory Committee and the Bentonville Parks and Recreation Board have approved the installation. The proposal is attached.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		
Remaining Budget		-
Budget Adjustment		-
Remaining After Adjustment	\$	-

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

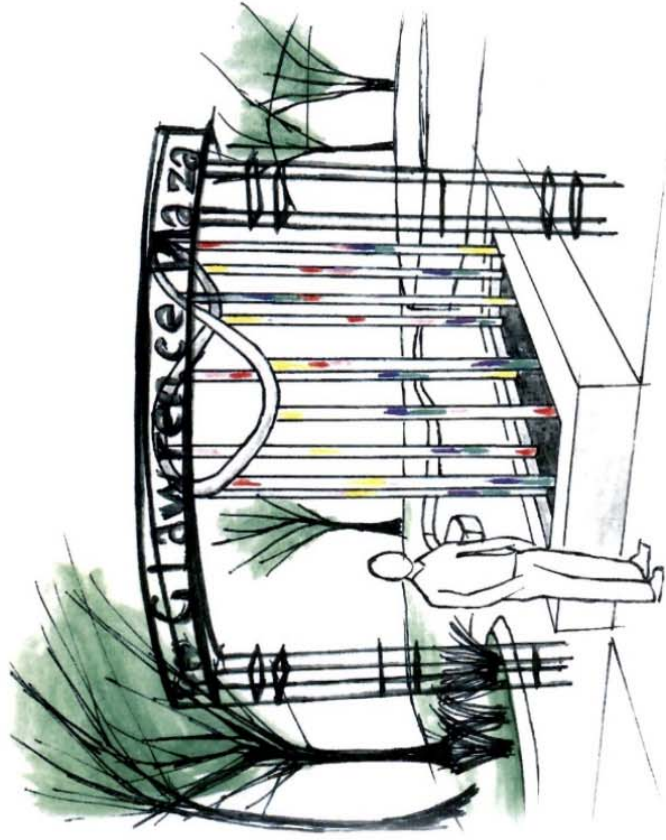
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





PoGlow Public Art Proposal

January 2019

Overview

Artist Information

Scott Family Amazeum
Artist - Eugene Sargent,
Designer - Dustin Griffith
1009 Museum Way
Bentonville, AR 72712
479-696-9280
esmith@amazeum.org

Artwork Information

Title: PoGlow
Location: Lawrence Plaza
Size: approx. 8' x 3' x 12'
Medium: Mixed Media - multicolor LED,
acrylic, steel, concrete, electronics
Expected life: 5-10 yrs
Cost: \$25,000

Funding

Visit Bentonville

Special requirements

Requires hardwired 24-hour
electrical connection.

Timeline for design, fabrication, and installation

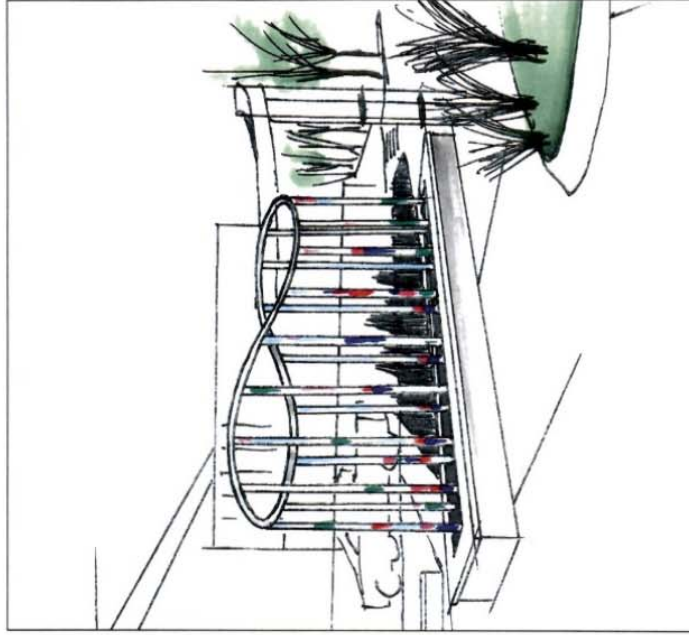
We anticipate site-specific design
development would take 6 to 8 weeks
once approved. Fabrication would take 6
to 8 weeks. Installation would take 1 week.
Installation timeline would be approved
and coordinated with Bentonville Parks
& Recreation.

Method of fabrication & installation

LED strips encased in weatherproof
frosted acrylic tubes are secured to visually
engaging formed steel supports. Motion
sensor activated microcontrollers encased
in weatherproof enclosures.

Ongoing maintenance requirements

Periodic inspection of acrylic tubes,
microcontroller enclosure and steel
framework for damage. No regular
maintenance required.



PoGlow installation. Oval arrangement of light sticks with wave-like profile. Looking south.



PoGlow installation. Southwest entrance to Lawrence Plaza.

The Scott Family Amazeum

PoGlow Experience

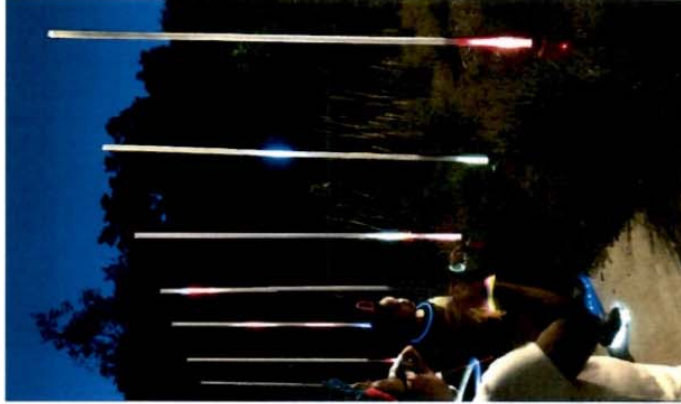
The Amazium team collaborated with artist, Eugene Sargent, to create an interactive art experience called *PoGlow Sticks*. As you walk in front of the sensor pulses of multicolored lights on LED strips are set into motion. The motions of lights mimic bouncing balls by mathematically modeling the physics of real bouncing balls. The result is an array of lights behaving in concert, responding to the triggering motions of passers-by, creating an ephemeral work of bouncing pulses of lights. The behaviors of the lights invite people to explore the causal relationship between the lights' motions and the triggering event and to play with the phenomenon to create interesting patterns of movement.

An oval arrangement of light sticks, with variations in height, capped by a glowing wavelike metal edge creates an undulating profile much like waves or ripples on the surface of water. This interactive artwork would create a strong visual anchor at the entrance to Lawrence Plaza. As people walk or jog past, the light pulses would be set into motion. The vertical motion of the lights are a colorful digital reflection of the pulsing streams of water in the splash pad.

There are several positive aspects to this location. There is a high exposure to pedestrian traffic due to the nearby bike and pedestrian trails. The proximity to 21C Museum/Hotel and surrounding businesses and restaurants adds to the vibrancy of the downtown square. The illumination of the piece will be a strong visual attractor further encouraging evening and night-time activity in the downtown square area. While the lights would be most brilliant when the sun has set, they are sufficiently bright to be clearly seen in bright daylight conditions. The playful nature and interactivity of the piece will appeal to the numerous children and families that already congregate at Lawrence Plaza to enjoy the splash pad, ice rink, movies and other activities.

The Amazium team has the talent and proven track record of designing and fabricating engaging experiences that withstand the rigors of direct hands-on public interaction. We are confident in the success of this installation and anticipate that it will become a highlight of outdoor experiences and a model for the potential of interactive art installations in and around the region.

The Scott Family Amazium



PoGlow prototype installation at Light Night event.



PoGlow prototype installation at the Scott Family Amazium.



PoGlow fabrication prototyping.

RESOLUTION NO. _____

**A RESOLUTION ENDORSING THE INSTALLATION OF ARTWORK,
TITLED "POGLOW" DESIGNED BY THE AMAZEUM TEAM AND
FUNDED BY THE BENTONVILLE ADVERTISING AND PROMOTIONS
COMMISSION, ON PUBLIC PROPERTY AT LAWRENCE PLAZA.**

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013; and,

WHEREAS, the Public Arts Advisory Committee approved the proposed design and location at Lawrence Plaza on January 8, 2018; and,

WHEREAS, the Bentonville Parks and Recreation Advisory Board approved the design and location at Lawrence Plaza on January 7, 2018; and,

WHEREAS, the Bentonville Advertising and Promotion Commission is funding the fabrication and installation and the Amazeum has agreed to provide maintenance on the artwork;

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby endorses the installation of artwork, titled "PoGlow" designed by the Amazeum team and funded by the Bentonville Advertising and Promotions Commission, on public property at Lawrence Plaza.

PASSED and APPROVED this ____ day of _____, 2019

APPROVED

Stephanie Orman, Mayor

ATTEST:

Linda Spence, City Clerk



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
X	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

January 22, 2019

Submitted by:

Nancy Busen

Department

Wastewater Treatment

Phone

271-3161

ACTION REQUIRED:

Staff requests a waiver of the bidding process for purchase of eight (8) Lakeside Dual Magna Rotors in the oxidation ditches at the wastewater treatment facility. Wastewater staff has researched several aeration alternatives and believe the Lakeside Dual Magna Rotor Aerators with Covers is the most maintenance free and cost effective fit for this facility. Our aeration basins are not deep enough to support diffused air systems. It is neither practical nor feasible to retrofit another type of rotor system. Schupe & Associates, Inc. the authorized representatives for this product in Arkansas Quoted a price not to exceed \$1,109,194 tax included.

COST TO CITY:

Cost of this Request: \$1,109,194

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 1,500,000
Funds Expended to Date	
Remaining Budget	1,500,000
Budget Adjustment	-
Remaining After Adjustment	\$ 1,500,000

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>1/22/2019</u>		
Requested by:	<u>Nancy Busen</u>		
Department:	<u>Wastewater Treatment Facility</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Eight (8) Aeration rotors for wastewater oxidation ditches</u>		
Year & Model:	<u>Installed in 1984</u>		
Serial #	<u>N/A</u>		
To Be Purchased From:	<u>Schupe & Associates, Inc.</u>		
	<u>6160 Getty Rd.</u>		
	<u>North Little Rock, AR 72117</u>		
Amount:	Base Amount:	\$	<u>1,012,962.00</u>
	Tax:	\$	<u>96,231.39</u>
	*Other:		<u> </u>
	TOTAL	\$	<u>1,109,193.39</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Staff requests a waiver of the bidding process for purchase of eight (8) Lakeside Dual Magna Rotors in the oxidation ditches at the wastewater treatment facility. Wastewater staff has researched several aeration alternatives and believe the Lakeside Dual Magna Rotor Aerators with Covers is the most maintenance free and cost effective fit for this facility. Our aeration basins are not deep enough to support diffused air systems. It is neither practical nor feasible to retrofit another type of rotor system. Schupe & Associates, Inc. the authorized representatives for this product in Arkansas Quoted a price not to exceed \$1,109,194 tax included.			
<u> </u>		<u> </u>	
Department Head		Director of Finance & Administration	

Memo



To: City Council, Mayor Orman
From: Nancy Busen, Wastewater Utilities
CC: Mike Bender
Date: 1/22/19
RE: Request Waiver of Bid Process

Staff requests a waiver of the competitive bidding process allowing purchase of eight (8) Lakeside Dual Magna Rotor Aerators with covers for an amount not to exceed \$1,109,194.00 from Shupe & Associates, the area authorized dealership. Wastewater staff has researched several aeration alternatives. Our aeration basins are not deep enough to support a diffused air system. We believe direct replacement of the 35-year-old Lakeside rotors with the same product is the most maintenance free and cost effective fit for this facility and it would be neither practical nor feasible to retrofit another type of rotor system.

Thank you for your consideration of this request,

Justification for Waiver of Bid

Rotors - Aeration Equipment

Bentonville Wastewater Treatment Facility

Introduction:

Rotors are the aeration equipment in two (2) 2.5 million gallon wastewater oxidation ditches; they are literally the lifeline of the facility. As wastewater enters the aeration basin, it mixes with bacteria and other microorganisms known as "mixed liquor" or "activated sludge." In the aeration channel, the rotor aerators (the paddle wheels) perform two vital roles:

- 1) Continuous injection of oxygen from the air into the mixed liquor
- 2) Continuous motion of the mixed liquor to maintain oxygen in all areas of the oxidation ditches.

Eight (8) 35 year old Lakeside rotor systems are in place at the wastewater treatment facility.

Justification for waiver of Bid:

Wastewater staff has researched several aeration alternatives and believe the Lakeside Dual Magna Rotor Aerators with Covers is the most maintenance free and cost effective fit for this facility. Our aeration basins are not deep enough to support diffused air systems. It is neither practical nor feasible to retrofit another type of rotor system.

Direct replacement of Lakeside equipment will:

- reduce time for fabrication
- eliminate any change of electrical requirements
- installation of a direct replacement will shorten construction time
- Lakeside's equipment has been proven reliable at this facility for over 34 years
- Parts are readily available and manufactured in the USA

Shupe & Associates is the Authorized Dealer for Lakeside Equipment in Arkansas.

It is precarious to continue to patch this old system. A catastrophic failure such as was experienced in April of 2018 on a 34 year old final clarifier would most certainly impair our ability to meet permit limits.

If any one of these rotors stress to the point of failure and fall into an oxidation ditch, retrieval would require emptying the ditch. This would violate permit limits for an extended time.



1022 E. Devon Avenue | P.O. Box 8448 | Bartlett, IL 60103
T: 630-837-5640 | F: 630-837-5647 | E: sales@lakeside-equipment.com
www.lakeside-equipment.com

January 2, 2019

Ms. Nancy Busen, Manager
Bentonville Wastewater Utilities
1901 NE "A" Street
Bentonville, AR 72712

SUBJECT: Bentonville, Arkansas
Lakeside S.O. 83-346
Replacement Rotor Equipment

Dear Ms. Busen:

This letter will confirm that Shupe & Associates, Inc. is the sole source dealer for Lakeside products and after-market parts in the state of Arkansas.

Should you have any questions for desire additional information, please do not hesitate to contact me.

Sincerely,

LAKESIDE EQUIPMENT CORPORATION

[Redacted Signature]
Warren W. Kersten
Vice President
WWK/gs
cc: Phil Shupe, Shupe & Associates
6160 Getty Drive, North Little Rock, AR 72117

Shupe & Associates, Inc.

6160 Getty Rd. North Little Rock, Arkansas 72117

Subject: Replacement Lakeside Equipment for the Lakeside Oxidation Ditch

Chris,

Here is the break out pricing for the items covered in the documents provided previously.

The breakout pricing is as follows:

Eight (8) motors -	\$50,192
Eight (8) gearboxes -	\$182,032
Eight (8) baffles -	\$43,128
Sixteen (16) covers -	\$272,409
Eight (8) Splash Plates -	\$86,532
Rotors with couplings and bearings -	\$378,669

Total	\$1,012,962	PLUS APPLICABLE TAX
-------	-------------	---------------------

Motors can definitely be used as spare parts. The reducers are supposed to be interchangeable with the new reducers.

Keep in mind that the motors and gearboxes (reducers) should come from Lakeside so that we can make sure and warrant the whole project.

Chris, hopefully this will keep the City operational for another 35 plus years.

Please call with questions.

LAKE SIDE EQUIPMENT CORPORATION

Water and Wastewater Treatment Equipment

P.O. Box 8448

Bartlett, IL 60103

REPRESENTATIVES
PRINCIPAL CITIES

TELEPHONE: 630/837-5640
FAX: 630/837-5647

SECTION 11375

BENTONVILLE, ARKANSAS

**TYPICAL SPECIFICATIONS FOR DUAL MAGNA ROTOR AERATORS
WITH COVERS**

PART 1 - GENERAL

1.01 SUMMARY

- A. The Supplier shall furnish Rotor aerator assemblies, covers and appurtenances as shown on the Drawings and described in the Specifications.
- B. Related Sections
 - 1. General Conditions, Supplementary Conditions, and General Requirements Sections apply to work of this Section.

1.02 REFERENCES

- A. American Institute of Steel Construction (AISC)
- B. American Society of Testing and Materials (ASTM)
- C. American Gear Manufacturers Associates (AGMA)
- D. American Society of Civil Engineers (ASCE)
- E. American Welding Society (AWS)
- F. Steel Structures Painting Council (SSPC)

1.03 SYSTEM DESCRIPTION

- A. Each unit shall be as specified herein and as shown on the drawings and shall consist of a dual Rotor Aerator assembly with stub shafts, bearings, coupling, drive assembly, splash plates, and covers.
- B. Aeration systems for this project, other than Rotors, will not be considered.
- C. Design summary for dual rotors

1. Number of Rotors	8
2. Rotor Length, per assembly, feet	34
3. Minimum Number of Blade Stars per Rotor Assembly	34
4. Minimum Drive End Bearing Diameter, inches	4 7/16
5. Minimum Intermediate Bearing Diameter, inches	3 15/16
6. Minimum Tail Shaft Bearing Diameter, inches	3 1/2
7. Minimum Motor Size, horsepower	60
8. Minimum Number of Sections per Rotor Cover	4
9. Number of Rotor Covers	16
10. Number of flow deflectors (optional).....	16

1.04 PERFORMANCE

- A. Each Rotor Aerator at start-up year average conditions shall be able to transfer 146.88 lb O₂/hr at standard conditions of zero D.O., 20° C and 760 mm pressure while drawing not more than 42.84 bhp/hr.
- B. Each Rotor Aerator at design year average conditions shall be able to transfer 146.88 lb O₂/hr at standard conditions of zero D.O., 20° C and 760 mm pressure while drawing not more than 42.84 bhp/hr.
- C. Each Rotor Aerator shall be able to operate at a maximum immersion of 12.2 inches and speed of 72 rev/min and be able to transfer a maximum of 198.9 lb O₂/hr at standard conditions of zero D.O., 20° C and 760 mm pressure without overloading the motor.

1.05 QUALITY ASSURANCE

- A. In order to assure uniform quality, ease of maintenance and minimal parts storage, it is the intent of these Specifications that all equipment called for under this Section shall be supplied by a single manufacturer. The equipment manufacturer shall, in addition to the CONTRACTOR, assume the responsibility for proper installation and functioning of the equipment.
- B. The Contract Documents represent the minimum acceptable standards for the rotor aeration equipment for this project. All equipment shall conform fully in every respect to the requirements of the respective parts and sections of the drawings and specifications. If not named, equipment which is a "standard product" with that manufacturer shall be modified, redesigned from the standard mode and shall be furnished with special features, accessories, materials of construction or finishes as may be necessary to conform to the quality mandated by the technical and performance requirements of the specification.

PART 2 - PRODUCTS

2.01 MANUFACTURER

A. This specification covers the furnishing of Lakeside Equipment Corporation of Bartlett, Illinois rotor aerator assemblies as Base Bid. The equipment and material specified is deemed most suitable for the proposed treatment system. The Supplier shall prepare his bid on the basis of the materials and equipment listed herein. Any bid using other than the Base Bid equipment will be considered non-responsive and the bid will not be considered for award. The contract will be awarded to the lowest responsible bidder incorporating the Base Bid equipment.

The Base Bid Equipment shall be: Lakeside Dual Magna Rotor Aerators with Covers.

It is not the intent to limit competition; however, the existing equipment has performed exceptionally well for 34 years and it is the intent to provide the same type of reliability and service with identical Lakeside Equipment and commonality of spare parts for another 30 plus years.

2.02 TORQUE TUBE

- A. Each dual Rotor assembly shall include two (2) 14-inch diameter steel torque tube sections with a minimum $\frac{3}{8}$ -inch wall thickness and flanged ends.
- B. The torque tube material shall be ASTM-A106, Grade B steel or better.

2.03 BLADES

- A. Each dual Rotor assembly shall be fitted with the minimum number of blade stars as noted and spaced on 6-inch centers. Each blade shall be a minimum of 3 inches wide.
A certified oxygen transfer and horsepower report demonstrating that the units to be bid is capable of meeting the stated oxygen transfer and power criteria below based on full scale performance tests in a closed loop reactor configuration shall be provided. Tests conducted in a small tank and not in a full-scale closed loop reactor configuration will not be acceptable. Oxygen transfer tests shall have been conducted by a recognized independent laboratory or accredited university personnel in strict conformance with "Measurement of Oxygen Transfer Rate in Clean water" procedures established by ASCE. Test report shall be certified by a registered Professional Engineer from the independent laboratory or accredited university who was in direct responsible charge of the tests.

<u>Speed</u>	<u>Immersion</u>	<u>O2 Transfer</u>	<u>Power</u>
		<u>lb/hr ft</u>	<u>bhp/hr ft</u>
50	6.0	1.39	0.384
60	8.0	2.85	0.867
62	9.0	3.54	1.013
66	10.0	4.45	1.267
72	12.0	5.80	1.649

- B. Each blade assembly star shall be 42-inch diameter and shall consist of twelve (12) individual blades, each with a long and short leg with two (2) holes minimum in each leg to bolt to the adjacent blade. Each blade assembly star shall be held in place on the torque tube by compression between the

assembled blades and the torque tube. Blade assembly fasteners shall be stainless steel bolts with bronze locknuts.

- C. Blades shall be mounted so that adjacent legs provide the greatest structural strength in the direction of rotation and positioned to minimize pulsation impacts of the blades entering the liquid. Blades shall be removable by unbolting from adjacent blades.
- D. Blades shall be a minimum of 10 gauge, Type 304 stainless steel with demonstrated equal strength to meet the strength tests shall be provided. Rotor blade strength tests shall have been conducted by an independent materials testing laboratory and certified by a Registered Professional Engineer who was in direct responsible charge of the strength testing. Test report shall include name address phone number contact person of the testing laboratory, sketches and photographs of the test apparatus, and a complete description of the testing equipment and materials tested. Minimum testing requirements shall be as follows:
- Rotor blade strength tests shall be performed on at least six (6) blades mounted in the actual operating configuration for the material type provided for this project.
 - Each blade tested shall be an integral part of a complete ring mounted on a full-size torque tube section held in a test stand.
 - Each blade shall be loaded perpendicularly at the tip in the same direction as that for actual operation.
 - A load of 120 lb. shall be applied to each blade at a point 20¼ inches from the center of the torque tube. Load shall be measured with a calibrated scale or dynamometer.
 - Tip deflection for each blade shall be measured.

The average tip deflection of the blades shall be less than 0.65 inches. In no case shall the blades be permanently deformed.

- E. Coils used for fabricating Rotor blades shall have rolled edges.
- F. Welding blades to torque tube, using less than twelve (12) individual blades per star, bracing between blades, using less than two (2) bolts per blade or bolting blade directly to the torque tube will not be acceptable. Fiberglass or composite plastic materials, which may be subject to ultraviolet light degradation or which may break under cold winter conditions, will not be acceptable.
- G. Gussets for the rotor blades shall extend to 93% of the star length for additional strength and to prevent failure of the blades.

2.04 STUB SHAFTS

- A. Rotor sections shall be supported at both ends by a flanged stub shaft, which is indexed to the Rotor torque tube to allow for possible field replacement.
- B. Stub shafts shall be fabricated of not less than ASTM-A36 steel. Stub shaft flanges shall be ASTM-A536 cast ductile iron, machined and pressed onto the shafts.
- C. Welding the shaft to the flange or the use of taper lock bushings, which may be subject to misalignment, will not be acceptable.
- D. Each Rotor section shall have 48-inch diameter splash plates of ¼-inch steel bolted on both ends.

2.05 BEARINGS

- A. Each Rotor assembly shall be furnished with and supported by a bearing assembly on each end of the two Rotor lengths, with the drive end bearing diameter as noted in paragraph 1.03.C.4., the intermediate bearing diameter as noted in paragraph 1.03.C.5, and the tail shaft expansion bearing diameter as noted in paragraph 1.03.C.6. Bearings shall have a minimum of an AFBMA L-10 theoretical design life of 500,000 hours.
- B. Split type pillow block bearings shall be used for both the drive and outboard ends and shall be securely mounted on a plate grouted on the firm concrete base of the service area. These bearings shall take reasonable misalignment and shall be fitted with a locking collar on each side of the bearing to assure double locking of the bearing inner race to the Rotor shaft.
- C. Bearing seals shall be of the face riding rubbing type and shall be fitted to the rotating element to prevent seal damage and moisture intrusion in the event of misalignment.
- D. The locking collars shall be located in front of the bearing seals acting as a slinger to prevent moisture from any contact with the lip of the seal.
- E. Lubrication fittings with ¼-inch copper grease lines to the bearings shall be conveniently located so that lubrication and inspection in a dry service area is assured.
- F. For accurate leveling and alignment, bearings shall be mounted on bearing mounting plates for setting on a minimum of four (4) anchor bolts.
- G. Bearings with the seals pressed into the housing in which they are fixed with respect to shaft movement will not be acceptable.

2.06 SPLASH PLATES

- A. Fabricated aluminum frames shall be mounted in the vertical concrete parapet walls at both ends of each Rotor section to which aluminum splash plates are bolted. Splash plates shall be split horizontally above the shaft opening to allow operator access to the shaft seals.

- B. The openings in the wall formed by the splash plates shall be a minimum of 3 feet wide for removal of the flanged Rotor shafts.
- C. Where the shafts pass through the splash plates, a seal arrangement shall be provided to protect the outboard bearing, inboard bearing and drive unit from Rotor splashing and spray. The seal design shall include as a minimum seal plates, seal gaskets and a replaceable slinger with stainless steel seal cover on the torque tube side of the splash plates. The seal design submitted shall have been successfully operating for at least five (5) years at a minimum of thirty (30) installations.

2.07 GEAR REDUCER

- A. A shaft-mounted, double-reduction reducer with alloy steel high hardness helical gearing, positive splash-type lubrication and double lip oil seals, shall be keyed to the inboard Rotor stub shaft.
- B. The Rotor stub shaft shall be supported by the inboard pillow block bearing and extended through the reducer hollow bore and centered and held firmly in place by tapered bushings on each side of the reducer. Use of set screws and collar to lock gear reducer to shaft will not be acceptable.
- C. Shaft mounted reducer shall have not less than a Class II rating based on motor horsepower.
- D. Reducer shall be held in position by a torque arm and torque arm bracket. Torque arm bracket shall be fastened with cast-in-place anchors. Expansion anchors will not be acceptable.
- E. A visual oil level gauge and oil filler tube for the reducer shall be mounted on the reducer.
- F. The drive assembly shall be protected from Rotor splash by the parapet wall and splash plate.
- G. Base-mounted gear reducers which support the Rotor loads on the gear reducer output shaft bearings and which are not belt driven will not be acceptable.

2.08 BELTS AND SHEAVES

- A. Power transmission from the motor to the reducer shall be by means of a set of V-belts and sheaves. Belts and sheaves shall be designed with a minimum 1.5 service factor based on motor horsepower.
- B. Sheaves shall be two section units for both drive and driven sheaves and shall consist of a tapered split shaft bushing with three tapped holes to which the sheave is attached by three cap screws. Changing sheaves shall not require a wheel puller.
- C. Belts and sheaves shall be provided for each Rotor assembly to meet the design conditions required in paragraph 1.05.

- D. Belts and sheaves shall be covered with a fabricated steel belt guard with expanded metal front panel in accordance with OSHA standards.

2.09 MOTOR

- A. Each unit shall be driven by a 1,750 rpm, 3 phase, 60 Hertz, 230/460 volt, horizontal, ball bearing, continuous duty, constant speed, Design B, normal starting torque, totally enclosed fan cooled foot-mounted motor with leads to large conduit box for outdoor operation.
- B. Motor horsepower shall be as noted in paragraph 1.03.C.7.
- C. Motor shall be mounted on plate with threaded studs to provide adjustment of belt slack.

2.10 COUPLING

- A. A self-aligning, flexible coupling shall be furnished to couple the Magna Rotor lengths together.
- B. Both flanges of the coupling shall have taper lock bushings and flexible elastomeric element shall be easily replaceable by loosening cap screws.
- C. Coupling shall be capable of accommodating angular misalignment to 4 degrees and parallel misalignment of $\frac{1}{8}$ inch.
- D. Gear type or chain coupling design will not be acceptable. Couplings with straight shaft bore design will not be acceptable.

2.11 ROTOR IMMERSION GAUGE

- A. Rotor manufacturer shall furnish for each Oxidation Ditch a clear anodized aluminum Rotor immersion gauge with a minimum of 14-inch scale complete with mounting bracket.

2.13 ROTOR COVER

- A. The Supplier shall furnish a hinged fiberglass cover for each of the Rotor Aerators.
- B. Each cover shall be complete and include a fabricated steel support structure, hinged cover sections, curved sealing channels, end caps, cover fasteners and necessary anchorage material.
- C. Covers shall be of such a design as to prevent impairment of oxygen transfer, mixing, induced velocity by the Rotor and prevent deviation from the manufacturer's power consumption

characteristic curves. The cover shall extend far enough beyond the Rotor and baffle to trap mist and splash within the cover.

- D. Covers shall have a minimum height of 4 ft-4 1/2 in. from centerline of rotor to crown and shall have a sufficient minimum width to ensure proper clearance around the Rotor Aerator.
- E. Covers which are fixed or do not allow operator access to the Rotor without removing the entire cover will not be acceptable. Covers with small observation hatches only will not be acceptable.
- F. Cover section curved sealing channels and end caps shall be molded fiberglass reinforced polyester laminate, with the exterior surface gel coated for ultraviolet radiation protection. Cover supplier shall certify with approval specifications that fiberglass shall have a glass content of not less than 30%, a tensile strength of not less than 22,000 psi; a flexural strength of not less than 25,000 psi and Barcol hardness of not less than 40. Finished fiberglass must withstand a temperature of 200° F without blistering, pinholes, warping or other defects. Gel coats shall be provided with impregnated pigment for exterior light brown color.
- G. Each cover shall consist of the number of fiberglass cover sections as noted in paragraph 1.03.C.7. which shall be mounted between curved fiberglass channels with a fiberglass end cap at either end and fabricated steel support members. The steel support members shall be mounted on steel brackets anchored to the concrete walls. The curved channels shall form a drain between the cover sections. The cover design shall allow lifting individual cover sections for Rotor inspection without disturbing the other sections.
- H. Each panel section shall be of split construction with a hinged front portion connected to a fixed rear portion by a stainless steel hinge. Each panel section shall include a lifting handle and a quick release locking arrangement to hold the cover in place or to facilitate lifting the section for rotor inspection. Portable inspection rods shall be provided to support the cover sections in the raised position. The rods shall have safety chains to keep them from falling into the water.
- I. The cover and support structure shall be designed to support a live load of 40 lb per square foot and a wind load of 30 lb per square foot.
- J. All fasteners to assemble cover components shall be stainless steel. Fasteners to mount cover to structural supports shall be galvanized steel.

2.14 ANCHOR BOLTS

- A. Equipment manufacturer shall furnish all anchor bolts of ample size and strength required to securely anchor each item of equipment. Bolts, washers and hex nuts shall be 304 stainless steel unless noted otherwise. Anchor bolts shall be L-type embedded. Expansion-type anchors will not be acceptable.

- B. Anchor bolts shall be set by the CONTRACTOR. Equipment shall be placed on the foundations, leveled, shimmed, bolted down, and grouted with a non-shrinking grout.

2.15 SHOP SURFACE PREPARATION AND PAINTING

- A. Prior to assembly, the Rotor torque tube shall be near-white blast cleaned per SSPC-SP10. Torque tube shall be given two (2) coats of Tnemec Series N69 or Series N69F Tnemec Hi-Build Epoxoline II Paint.
- B. Electric motors, speed reducers, and other self-contained or enclosed components shall have the original manufacturer's standard enamel finish.
- C. Apply rust preventative compound to all machined, polished, and nonferrous surfaces which are not to be painted.
- D. All fabricated carbon steel or cast iron components for submerged service shall be near-white blast cleaned per SSPC-SP10 and given a 2.5 to 3.5 mil dry film thickness coat of Tnemec Series 1 Omnithane Primer.
- E. All fabricated carbon steel or cast iron components for non-submerged service shall be commercial blast cleaned per SSPC-SP6 and given a 2.5 to 3.5 mil dry film thickness coat of Tnemec Series 1 Omnithane Primer.

2.16 SOURCE QUALITY CONTROL

- A. All structural steel components shall be fabricated in the United States and shall conform to the requirements of "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings" published by the American Institute of Steel Construction. Except where specifically indicated otherwise, all plates and structural members shall have a minimum thickness of 1/4-inch.
- B. The equipment manufacturer's shop welds, welding procedures, welders and welding operators shall be qualified and certified in accordance with the requirements of the latest edition of ANSI/AWS D1.1 "Structural Welding Code - Steel" published by the American Welding Society.
- C. The fabrication facility shall successfully meet the quality certification requirements of the AISC Quality Certification Program with a Category I or higher. The AISC Quality Certification Program will confirm that the AISC certified shop has the personnel, organization, experience, procedures, knowledge, equipment, capability and commitment to produce fabricated steel or stainless steel of the required quality for the wastewater treatment equipment. A certificate proving that the fabrication facility successfully meets the quality certification requirements shall be provided.

PART 3 - EXECUTION

3.01 FIELD PREPARATION AND PAINTING

- A. The CONTRACTOR shall touch-up all shipping damage to the paint as soon as the equipment arrives on the job site.
- B. Prior to assembly all stainless steel bolts and nut threads shall be coated with a non-seizing compound by the CONTRACTOR.

3.02 INSTALLATION

- A. The manufacturer shall schedule one trip to the project site for equipment start-up assistance and inspection of installed equipment for proper operation as noted in paragraphs 3.02.B. and 3.03.A.
- B. After the CONTRACTOR has installed the Rotor Aeration equipment and Rotors are capable of being operated, the equipment manufacturer shall furnish a qualified representative for a minimum of 3 man days (up to 8 hours) to inspect the equipment and to supervise field testing and start-up. One day for each of the first two rotors installed, then one final visit after all rotors have been installed by the CONTRACTOR.

3.03 OPERATOR TRAINING

- A. Provide operator training for OWNER's personnel after system is operational. Training will take place while manufacturer's representative is at the job site for inspection.

LAKESIDE EQUIPMENT CORPORATION

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO PURCHASE CERTAIN REPLACEMENT ROTOR AERATORS FOR THE WASTEWATER DEPARTMENT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to purchase eight (8) Lakeside Dual Magna Rotor Aerators for the Wastewater Department, in an amount not to exceed \$1,109,193.39 as per the Proposal attached hereto as Exhibit A.

Section 2: Because Schupe & Associates Inc. is the exclusive dealer for this type of product in this region, and because it is not cost effective to retrofit the facility for another type of rotor system, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
	Bid Award	Bid #	
	Budget Adjustment		
	Change Order		
	Informational		
X	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 22, 2019

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff requests approval of an ordinance to waive the requirement of competitive bidding and authorize the Mayor and City Clerk to enter into a contract with Johnson Controls, Inc. for preventative maintenance services at the Bentonville Municipal Works Facility for 2019 in the amount of \$36,500.00 plus tax. Total amount with tax for this service is \$39,967.50. This is a budgeted item.

COST TO CITY:

Cost of this Request: \$39,968

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	40,000
Funds Expended to Date		-
Remaining Budget		
Budget Adjustment		
Remaining After Adjustment	\$	-

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>1/11/2019</u>
Requested by:	<u>Mike Bender</u>
Department:	<u>Public Works Director</u>
DESCRIPTION OF REQUEST:	
Type of Equipment:	<u>Preventative Maintenance Services</u>
Year & Model:	<u> </u>
Serial #	<u> </u>
To Be Purchased From:	<u>Johnson Controls, Inc.</u>
	<u> </u>
	<u> </u>
Amount:	
Base Amount:	<u>\$ 36,500.00</u>
Tax:	<u>\$3,467.50</u>
*Other:	<u> </u>
TOTAL	\$ 39,967.50
* List all other costs:	
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:	
Johnson Controls, Inc. is the most qualified firm to provide comprehensive maintenance service to our large HVAC system at the Municipal Works Facility. Johnson Controls has provided maintenance service at the Municipal Works Facility since it opened in 2017 in addition to numerous other facilities for the City of Bentonville. Johnson Controls is intimately familiar with our system and equipment and has an exceptional service history with the City.	
_____ Department Head	_____ Director of Finance & Administration

Memo



To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: January 15, 2019

Re: Waiver of Bid, Johnson Controls, Inc. Preventative Maintenance Agreement

Staff requests approval of an ordinance to waive the requirement of competitive bidding and authorize the Mayor and City Clerk to enter into a contract with Johnson Controls, Inc. for preventative maintenance services at the Bentonville Municipal Works Facility for 2019 in the amount of \$36,500.00 plus tax. Total amount with tax for this service is \$39,967.50. This is a budgeted item.

This agreement will cover preventative maintenance of the facility's gas fired boilers, cooling tower (minus chemicals), exhaust fans, heat pumps, infrared gas heaters, hot water pumps, split systems, VAV (Variable Air Volume) Boxes, and IT room units. Service includes equipment inspections, filter changes, and checks for proper operation. Repairs are not covered within this agreement. When repairs are needed, staff will determine if the item is still covered by warranty or whether Johnson Controls, Inc. or another contractor will be obtained for the needed repairs. Contractor selected for repairs will provide a detailed analysis with specifications and cost estimate.

The City has extensive, positive history with Johnson Controls, Inc. They know our facilities and history well and are qualified to perform this service for large entities and systems. Johnson Controls, Inc. performs this service on multiple City facilities.

Please call me at 479-271-6873 or e-mail me at mbender@bentonvillear.com if you have any questions.

Thank you for your consideration of this request.

Planned Service Proposal



CUSTOMER
BENTONVILLE CITY - PUBLIC WORKS

LOCAL JOHNSON CONTROLS OFFICE
5479 HAILEY
SPRINGDALE, AR 72762-7463

AGREEMENT START DATE:
02/01/2019

PROPOSAL DATE:
11/26/2018

ESTIMATE NO:
1-122EEK5F



Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.



Executive Summary

PLANNED SERVICE PROPOSAL FOR BENTONVILLE CITY - PUBLIC WORKS

Dear MIKE BENDER,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year - starting 02/01/2019 and ending 01/31/2020.
- The agreement price for first year is \$36500.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,



Lisa Lorts
Customer Service Agent
(417) 520-3075

Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



1. **Identify Energy Savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce Future Repair Costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend Asset Life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure Productive Environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote Environmental Health and Safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.



Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of Services and Options

Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Combustion Analysis

Combustion analysis and subsequent adjustments are critical to efficient boiler operation. Boiler fuel, whether natural gas or oil, must burn in the proper combination of fuel and air (oxygen). Poor combustion can create soot deposits on the tubes, impairing heat transfer. Incomplete combustion can also lead to the potential formation of CO (carbon monoxide); an odorless gas that can harm occupants in the mechanical room and/or building. Johnson Controls technicians will analyze the flue gas to determine if optimal fuel/air ratios are present.

Filter Replacement

Clean air filters help maintain proper airflow throughout your building. Decreased airflow can impair the performance of the cooling coil and may lead to occupant discomfort and inefficient operation of the HVAC system. Johnson Controls will replace the filters on a regular basis to maintain airflow and maximize air quality.

Tower/Basin Cleaning

During operation, a cooling tower becomes a natural repository for wind-blown debris. This debris has a tendency to collect in the tower's sump/basin. Johnson Controls technicians will clean the tower and basin to prevent blockage and potential damage to critical system components. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - PUBLIC WORKS

Planned Service Agreement

Customer Name : BENTONVILLE CITY - PUBLIC WORKS
Address: 3200 SW MUNICIPAL DRIVE BENTONVILLE, AR 72712
Proposal Date: 11/26/2018
Estimate #: 1-122EEK5F

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 02/01/2019 and will continue until 01/31/2020 ("Original Term"). The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - PUBLIC WORKS

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$36500.00. This amount will be paid to JCI in Quarterly installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

CITY OF BENTONVILLE
117 W CENTRAL
BENTONVILLE, AR 72712

☐ In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

This proposal is valid for thirty days from the proposal date.

**JOHNSON CONTROLS
Inc.**

By: Lisa Lorts

By: _____

Signature: _____

Signature: _____

Title: Lead Customer Service Agent Date: 01/09/2019

Title: _____ Date: _____

Signature: _____

Customer PO#: _____

Title: _____ Date: _____

JCI Branch: JOHNSON CNTRL SPRINGFLD MO FAYETTEVILLE CB - 0N57
Address: 5479 HAILEY

SPRINGDALE, AR 72762-7463
Branch Phone: (866) 208-7292

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR BENTONVILLE CITY - PUBLIC WORKS

Schedule A - Equipment List

BENTONVILLE CITY - PUBLIC WORKS

**3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712**

Boiler, Gas-Fired, High Efficiency, >10 HP

Quantity: 2

Coverage Level: Basic

Services Provided

3 Operational
1 Combustion Analysis
1 Comprehensive

Customer Tag

Manufacturer

Model #

Serial #

Computer Room Unit, with Remote Condenser, <5 Tons

Quantity: 16

Coverage Level: Basic

Services Provided

3 Operational
1 Condenser Coil Cleaning
1 Comprehensive
4 Standard Pleated Filter Change

Customer Tag

Manufacturer

Model #

Serial #

Cooling Tower, Evaporative Condenser, 300-599 Tons

Quantity: 1

Coverage Level: Basic

Services Provided

3 Operational
1 Tower Cleaning
1 Comprehensive

Customer Tag

Manufacturer

Model #

Serial #

Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP

Quantity: 21

Coverage Level: Basic

Services Provided

4 Operational

Customer Tag

Manufacturer

Model #

Serial #

Fan, Exhaust Fan, Wall Mounted, 6 - 15HP

Quantity: 15

Coverage Level: Basic

Services Provided

4 Operational
1 Belt Change

Customer Tag

Manufacturer

Model #

Serial #

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - PUBLIC WORKS

BENTONVILLE CITY - PUBLIC WORKS		3200 SW MUNICIPAL DRIVE BENTONVILLE, AR 72712	
Heat Pump, Water Cooled, 0-5 Tons			
Quantity: 44		Services Provided	
Coverage Level:	Basic	1	Heating Comprehensive
		4	Standard Filter Change
		1	Cooling Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Heater, Gas Infrared-All			
Quantity: 28		Services Provided	
Coverage Level:	Basic	1	Operational
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Packaged, Commercial, Self Contained, <40 Tons			
Quantity: 1		Services Provided	
Coverage Level:	Basic	1	Operational
		1	Return Air Filter Change
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Pump, Hot Water, 11-50 HP			
Quantity: 2		Services Provided	
Coverage Level:	Basic	3	Operational
		1	Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Split System, Cooling with Gas Heat, <7.5 Tons			
Quantity: 7		Services Provided	
Coverage Level:	Basic	1	Condenser Coil Cleaning
		2	Operational (Mid Season - Cooling/Heating)
		1	Gas Heating Comprehensive
		1	Return Air Filter Change
		1	Cooling Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Unit Heater, Gas Fired, 300000-600000 BTU			
Quantity: 8		Services Provided	
Coverage Level:	Basic	1	Operational
		1	1 Day Lift Rental (required for units

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
 PREPARED FOR BENTONVILLE CITY - PUBLIC WORKS

BENTONVILLE CITY - PUBLIC WORKS	3200 SW MUNICIPAL DRIVE BENTONVILLE, AR 72712
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higher than 12 FT off floor -
includes delivery and pick-up)

Customer Tag

Manufacturer

Model #

Serial #

VAV Box, All Types

Quantity: 16

Coverage Level: Basic

Services Provided

4 Operational

Customer Tag

Manufacturer

Model #

Serial #

Equipment Tasking

Boiler, Gas-Fired, High Efficiency, >10 HP

Combustion Analysis	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform combustion analysis procedures Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Inspect burner contactors for wear Check and tighten electrical connections Check for proper gas supply pressure Check and clean pilot assembly Clean combustion fan wheel Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed Check burner for proper sequence of operation Check operating controls Check all safety controls Inspect condensate piping , trap and drain Lift relief valve to ensure proper operation Check boiler relief valves for leakage Check combustion blower motor operation and lubricate as needed Check factory supplied gas piping and components for leakage Drain boiler, open hand hole covers and clean as needed (if applicable) Disassemble and clean low water cut-out Fill boiler and check for proper operation of make-up water valve Verify proper operation of low water cut-out control Check overall condition of unit Record and log all operating parameters (including pressures and temperatures) Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	Use appropriate eye protection in work environment Use appropriate Head protection on worksite

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Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Blow down boiler
Inspect condensate piping , trap and drain
Check for proper operation of low and high gas pressure cut-out switches
Check factory supplied gas piping and components for leakage
Check burner for proper sequence of operation
Check flame quality
Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
Check boiler relief valves for leakage
Verify proper operation of low water cut-out control
Check combustion blower motor operation
Check hot water/steam temperature and pressure
Check proper operation of make-up water valv
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Computer Room Unit, with Remote Condenser, <5 Tons

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check for proper humidifier operation
Check humidifier pan for signs of debris
Clean humidifier pan (if applicable)
Replace humidifier canister or quartz bulbs (customer provided)
Conduct refrigerant leak check
Lubricate blower and motor bearings
Check and tighten electrical connections
Check contactor(s)
Check operating controls
Check water make-up valve for leaks
Check blower motor operation
Check condition and alignment of pulley and belts
Check condition of evaporator coil
Check condition of dry cooler or condenser coil
Check condition of filters
Clean condensate pan and clear drain line
Check operation of reheat function
Visually check for glycol leaks (if applicable)
Check for unusual noise and vibration

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
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	Check overall condition of unit Record and log all operating parameters Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Coil Cleaning	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for proper humidifier operation Check humidifier pan for signs of debris Check water make-up valve for leaks Check blower motor operation Check condition of pulley and belts Check condenser fan motors and blades Check the dry cooler or condenser coil for debris Visually check for glycol leaks (if applicable) Check condition of evaporator coil Check condition of filters Check condensate drain Check for visual signs of refrigerant/oil leak(s) Visually inspect electrical components for signs of over heating Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Standard Pleated Filter Change	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
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Use and follow the JCI Ladder Safety processes while performing work
 Use and follow the JCI Lock-out Tag-out on all electrical machinery
 All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Turn equipment off
 Remove dirty filters
 Install new filters
 Turn equipment on
 Dispose of dirty filter appropriately
 Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Tower, Evaporative Condenser, 300-599 Tons

Comprehensive

Use appropriate eye protection in work environment
 Use appropriate Head protection on worksite
 Use appropriate hand gloves on worksite
 Use and follow the JCI safety policy for Fall Protection while performing work
 Use and follow the JCI Ladder Safety processes while performing work
 Use and follow the JCI Lock-out Tag-out on all electrical machinery
 Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
 All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Check condition of sump and basin
 Check for proper operation of make up water controller and adjust as needed
 Disassemble and clean sump level sensor (if applicable)
 Check for proper condenser water temperature control (if applicable)
 Check operation of bypass valve (if applicable)
 Check for spray nozzle blockage
 Check fan mechanical drive system and lubricate per manufacturer's recommendation
 Check belt(s) (if applicable)
 Check and tighten electrical connections
 Check operation of basin heater (if applicable)
 Check tower sump screens
 Check for proper sump pump operation
 Check for unusual noise and vibration
 Check overall condition of unit
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment
 Use appropriate Head protection on worksite
 Use appropriate hand gloves on worksite
 Use and follow the JCI safety policy for Fall Protection while performing work
 Use and follow the JCI Ladder Safety processes while performing work
 Use and follow the JCI Lock-out Tag-out on all electrical machinery
 Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
 All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Check condition of sump and basin
 Check for proper operation of make up water controller

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
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Check for proper condenser water temperature control (if applicable)
Check operation of bypass valve (if applicable)
Check condition of heat transfer section
Check for spray nozzle blockage
Check fan mechanical drive system
Check belt(s) (if applicable)
Check operation of basin heater (if applicable)
Check for proper sump pump operation
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Tower Cleaning

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Drain tower and basin
Remove soot and debris
Clean basin
Fill tower and basin
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Check rain guard
Check and tighten electrical connections
Clean area around equipment
Inspect starter
Lubricate as required
Motor operating amps
Check belt guard
Check belt(s) (if applicable)
Check drive condition
Check electrical contacts
Check fan blades
Check for proper rotation
Complete any required maintenance checklists, report observations to appropriate customer representative

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
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Fan, Exhaust Fan, Wall Mounted, 6 - 15HP

Belt Change	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Check with appropriate customer representative for operational deficiencies Check rain guard Check and tighten electrical connections Clean area around equipment Inspect starter Lubricate as required Motor operating amps Check belt guard Check belt(s) (if applicable) Check drive condition Check electrical contacts Check fan blades Check for proper rotation Complete any required maintenance checklists, report observations to appropriate customer representative

Heat Pump, Water Cooled, 0-5 Tons

Cooling Comprehensive	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections Check contactor(s) Check condition of evaporator coil
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JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - PUBLIC WORKS

- Check for proper condenser water flow
- Check blower motor operation
- Lubricate blower and motor bearings
- Check condition and alignment of pulley and belts
- Check condition of filters
- Clean condensate pan and clear drain line
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Record and log all operating parameters
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Heating Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories (if applicable)
- Check operation of heating mode
- Check for proper condenser water flow
- Check and tighten electrical connections
- Check contactor(s)
- Check condition of evaporator coil
- Check blower motor operation
- Lubricate blower and motor bearings
- Check condition and alignment of pulley and belts
- Check condition of filters
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Record and log all operating parameters
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Standard Filter Change

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Turn equipment off
- Remove dirty filters
- Install new filters
- Turn equipment on

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
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Dispose of dirty filter appropriately
Document tasks performed during visit and report any observations to appropriate customer representative

Heater, Gas Infrared-All

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Check operating and safety controls, adjust as needed
Clean pilot assembly, including electrode spark gap, orifice, and ignition wire
Check and tighten electrical connections
Inspect for leaks and report
Check alignment of thermo-sensor bulb
Check and clean pilot sight glass
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Packaged, Commercial, Self Contained, <40 Tons

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check for proper condenser water flow
Check condition of evaporator coil
Check blower motor operation
Check condition of pulley and belts
Check condition of filters
Check condensate drain
Check for visual signs of refrigerant/oil leak(s)
Visually inspect electrical connections
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Return Air Filter Change

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - PUBLIC WORKS

policies
Check with appropriate customer representative for operational deficiencies
Turn equipment off
Remove dirty filters
Install new filters
Turn equipment on
Dispose of dirty filter appropriately
Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Hot Water, 11-50 HP

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check for leaks
Check coupling
Lubricate pump and motor bearing(s) per manufacturer's recommendation
Record and log all operating parameters
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check for leaks
Check pressures
Visually inspect coupling
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Split System, Cooling with Gas Heat, <7.5 Tons

Condenser Coil
Cleaning

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
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Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Spray coil(s) with chemical solution
Rinse coil(s) thoroughly with water
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check and tighten electrical connections
Check contactor(s)
Check condition of condenser coil
Check condenser fan motors and blades
Check blower motor operation
Lubricate blower and motor bearings (if applicable)
Check condition and alignment of pulley and belts (if applicable)
Check condition of filters
Clean condensate pan and clear drain line (if readily accessible)
Check for visual signs of refrigerant/oil leak(s)
Check for unusual noise and vibration
Record and log all operating parameters
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Gas Heating
Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check and tighten electrical connections
Check contactor(s)

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - PUBLIC WORKS

	- Check combustion blower motor operation - Check igniter and pilot operation - Check condition of heat exchanger - Check condition of burners and clean as required in place - Check for proper venting - Check for leaks on gas line (within cabinet) - Check condition of pulley and belts (if applicable) - Check condition of filters - Check for unusual noise and vibration - Check overall condition of unit - Remove and dispose any debris from any maintenance activity - Document tasks performed during visit and report any observations to appropriate customer representative
Operational (Mid Season - Cooling/Heating)	- Use appropriate eye protection in work environment - Use appropriate Head protection on worksite - Use appropriate hand gloves on worksite - Use and follow the JCI safety policy for Fall Protection while performing work - Use and follow the JCI Ladder Safety processes while performing work - Use and follow the JCI Lock-out Tag-out on all electrical machinery - Use appropriate Arc/flash personal protective equipment on voltages over 240 volts - Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants - All work must be performed in accordance with Johnson Controls safety policies - Check with appropriate customer representative for operational deficiencies - Check condition of condenser coil - Check condenser fan motors and blades - Check condensing unit electrical connections and contactor(s) - Check blower motor operation - Check heating operation (when applicable) - Check condition of filters - Check condition of pulley and belts (if applicable) - Check condensate system - Check for visual signs of refrigerant/oil leak(s) - Check for unusual noise and vibration - Check overall condition of unit - Document tasks performed during visit and report any observations to appropriate customer representative
Return Air Filter Change	- Use appropriate eye protection in work environment - Use appropriate Head protection on worksite - Use appropriate hand gloves on worksite - Use and follow the JCI safety policy for Fall Protection while performing work - Use and follow the JCI Ladder Safety processes while performing work - Use and follow the JCI Lock-out Tag-out on all electrical machinery - All work must be performed in accordance with Johnson Controls safety policies - Check with appropriate customer representative for operational deficiencies - Turn equipment off - Remove dirty filters - Install new filters - Turn equipment on - Dispose of dirty filter appropriately - Document tasks performed during visit and report any observations to appropriate customer representative

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - PUBLIC WORKS

Unit Heater, Gas Fired, 300000-600000 BTU

1 Day Lift Rental
(required for units
higher than 12 FT off
floor - includes delivery
and pick-up)

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check integrity of unit heater supports
Check condition of pulley and belts (if applicable)
Check for proper fan operation
Cycle thermostat and check for proper operation
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

VAV Box, All Types

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Check temperature
Check damper and linkage
Cycle thermostat and check for proper operation
Check for leaks in air supply (if applicable)
Check fan operation
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - PUBLIC WORKS

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
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JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - PUBLIC WORKS

Special Additions and Exceptions

Customer will receive a 10% discount on labor outside the scope of this agreement.
Current street rates are \$113.00/hour for hvac mechanic and \$118.00/hour for controls technician.

Service line is 866-819-0017

Lisa Lorts - Customer Service Agent 417-520-3075 (direct line)

Stephen Moody – Technical Team Lead 479-445-4059

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR BENTONVILLE CITY - PUBLIC WORKS

TERMS AND CONDITIONS
DEFINITIONS

CONNECTED SERVICES are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the provision of any software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P herein.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. **EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. **CONNECTED SERVICES.** If Customer is receiving Connected Services on any Covered Equipment as more fully described in Schedule A, Customer may be required to allow JCI to install hardware and/or software to enable communication with Customer's Covered Equipment ("Gateway Device"). In order for JCI to deliver Connected Services on the Covered Equipment, Customer shall provide a secure Internet connection to allow remote access to the Gateway Device in order to remotely access, transmit, store, and trend data for the purposes of providing Services. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no any warranty or guarantee relating to the Connected Services.

5. **REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing

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schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

6. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slots/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT OBLIGATION

Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a

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breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT.** Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or

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fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below. "Nothing contained herein shall waive any governmental immunity client may be entitled to by law"

I. LIMITATION OF LIABILITY

NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS). JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO \$250,000. IN NO EVENT SHALL JCI'S INDEMNIFICATION OBLIGATION EXCEED THE AMOUNTS PAID TO JCI UNDER THIS AGREEMENT OR THE AMOUNT OF INSURANCE REQUIRED BY THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF JCI. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: (A) ACTS OF GOD; (B) ACTS OF GOVERNMENT AGENCIES; (C) STRIKES; (D) LABOR DISPUTES; (E) FIRE; (F) EXPLOSIONS OR CASUALTIES; (G) THEFTS; (H) VANDALISM; (I) RIOTS OR WAR; (J) TERRORISM; AND (J) UNAVAILABILITY OF PARTS, MATERIALS, OR SUPPLIES.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERMINATION

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
3. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.
4. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for

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the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL TERMS

Any license to or right to access JCI software products and digital or cloud services purchased under this Agreement is provided on the terms and conditions for the applicable software product or digital or cloud service set forth at <http://www.johnsoncontrols.com/buildings/legal/digital>. Such applicable software product and digital services terms are incorporated by reference herein.

Q. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

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ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR BENTONVILLE CITY - PUBLIC WORKS

alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System Image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
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COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO A CONTRACT WITH JOHNSON CONTROLS, INC. FOR MAINTENANCE SERVICE AT THE BENTONVILLE MUNICIPAL WORKS FACILITY AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

NOW, THEREFORE, BE IT ORDAINED 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 a contract with Johnson Controls, Inc. for the Maintenance Service at the Bentonville Municipal Works Facility for 2019, in an amount not to exceed \$39,967.50 as per the Proposal attached hereto as Exhibit A.

Section 2: Due to the lack of other providers which are qualified and able to provide the full range of services and preventative maintenance to large commercial facilities and the intimate familiarity of the City's facilities, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☒	Ordinance	
☐	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

January 22, 2019

Submitted by:

Crant Osborne

Department

Parks and Rec

Phone

271-3190

ACTION REQUIRED:

Parks and Recreation Staff requests City Council approval of an ordinance to waive the requirement for competitive bidding and authorize the Mayor and City Clerk to enter into an agreement with Johnson Controls, in the amount of \$38,151.00, for a planned service maintenance agreement for the Bentonville Community Center.

COST TO CITY:

Cost of this Request: \$38,151

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>1/14/2019</u>
Requested by:	<u>David Wright</u>
Department:	<u>Parks and Recreation</u>
DESCRIPTION OF REQUEST:	
Type of Equipment:	<u>Preventative Maintenance Agreement</u>
Year & Model:	<u> </u>
Serial #	<u> </u>
To Be Purchased From:	<u>Johnson Controls</u>
	<u> </u>
	<u> </u>
Amount:	
Base Amount:	<u>\$ 34,841.00</u>
Tax:	<u>\$ 3,310.00</u>
*Other:	<u> </u>
TOTAL	<u>\$ 38,151.00</u>
 * List all other costs:	
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:	
Johnson Controls is the most qualified firm to provide preventative maintenance services to our very large and complex HVAC system at the Bentonville Community Center. They have provided the services since we opened in 2015 and are familiar with the systems as well as City of Bentonville protocol.	
_____ Department Head	_____ Director of Finance & Administration

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Crant Osborne, Parks Operations Manager
Date: January 3, 2019
Re: Approval of an ordinance waiving competitive bidding for planned service maintenance agreement with Johnson Controls at the Bentonville Community Center.

Staff requests Council's approval of an ordinance authorizing the Mayor and City Clerk to enter an agreement with Johnson Controls to service and maintain all heating and cooling units at the Bentonville Community Center. The value of the agreement is \$38,151.00.

With this agreement, Johnson Controls will service all HVAC units on a quarterly basis. This includes changing of the filters, replacing belts, cleaning coils etc. (preventive maintenance). This agreement also protects the unit's parts that are serviceable. Any serviceable part that fails will be replaced at no additional charge to the city. When non-serviceable parts fail and repairs are needed, Johnson Controls will provide a detailed analysis and their cost estimate. Staff can determine if Johnson Controls should make the repairs, or if another contractor is best suited for the work.

The City, including the Parks and Recreation Department, has an extensive working relationship with Johnson Controls. They know and provide similar services on many of our smaller facilities, including the Downtown Activity Center and Lawrence Plaza. They have provided this service since the BCC opened in 2015.

The base contract amount is \$34,841.00. This is the figure you will see in the attached agreement. After tax is applied, the total is \$38,151.00. The number that includes tax is the total we are seeking approval for the waiver.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email cosborne@bentonvillear.com.

Attachments:
2019 Agreement

PREMIUM COVERAGE

Planned Service Proposal



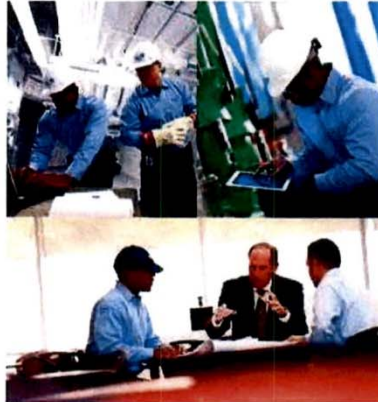
CUSTOMER
BENTONVILLE CITY - COMMUNITY
CENTER

LOCAL JOHNSON CONTROLS OFFICE
5479 HAILEY
SPRINGDALE, AR 72762-7463

AGREEMENT START DATE:
02/01/2019

PROPOSAL DATE:
11/26/2018

ESTIMATE NO:
1-10ESB98J



Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.



Executive Summary

PLANNED SERVICE PROPOSAL FOR BENTONVILLE CITY - COMMUNITY CENTER

Dear CRANT OSBORNE,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year - starting 02/01/2019 and ending 01/31/2020.
- The agreement price for first year is \$34841.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Lisa Lorts
Customer Service Agent
(417) 520-3075

Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify Energy Savings Opportunities**
Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
2. **Reduce Future Repair Costs**
Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
3. **Extend Asset Life**
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
4. **Ensure Productive Environments**
Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished.
5. **Promote Environmental Health and Safety**
When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.



All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.



Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of Services and Options

Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Filter Replacement

Clean air filters help maintain proper airflow throughout your building. Decreased airflow can impair the performance of the cooling coil and may lead to occupant discomfort and inefficient operation of the HVAC system. Johnson Controls will replace the filters on a regular basis to maintain airflow and maximize air quality.

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR BENTONVILLE CITY - COMMUNITY CENTER

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - COMMUNITY CENTER

Planned Service Agreement

Customer Name : BENTONVILLE CITY - COMMUNITY CENTER
Address: NONADDRESSABLE BENTONVILLE, AR 72712-0000
Proposal Date: 11/26/2018
Estimate #: 1-10ESB98J

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 02/01/2019 and will continue until 01/31/2020 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - COMMUNITY CENTER

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$34841.00. This amount will be paid to JCI in Quarterly installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

CITY OF BENTONVILLE
117 W CENTRAL
BENTONVILLE, AR 72712

☐ In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

This proposal is valid for thirty days from the proposal date.

**JOHNSON CONTROLS
Inc.**

By: Lisa Lorts

Signature:

Title: Customer Service Agent

Date: 11-26-2018

Signature:

Title:

Date:

By:

Signature:

Title:

Date:

Customer PO#:

JCI Branch: JOHNSON CNTRL SPRINGFLD MO FAYETTEVILLE CB - 0N57
Address: 5479 HAILEY
SPRINGDALE, AR 72762-7463
Branch Phone: (866) 819-0017

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - COMMUNITY CENTER

Schedule A - Equipment List

BENTONVILLE CITY - COMMUNITY CENTER

**NONADDRESSABLE
BENTONVILLE, AR 72712-0000**

Air Handling Unit (AHU), Mixed Air, 35-60 HP

Quantity: 2

Coverage Level: Premium

Services Provided

- 3 Operational
- 4 Standard Pleated Filter Change
- 1 Comprehensive

Customer Tag

COMPETITIVE POOL PDU 2

Manufacturer

Venmar Ces Inc

Model #

ENERGY PACK P-2-

38E-WW-EC200-C

Serial #

00797669-C06474

LEISURE POOL PDU-1

Venmar Ces Inc

ENERGY PACK P-2-

38E-WW-EC200-C

00797669-C06472

Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP

Quantity: 14

Coverage Level: Premium

Services Provided

- 4 Operational

Customer Tag

Manufacturer

Write-In

Model #

Serial #

1-LCEFGDR

Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, 25.5-60 Tons

Quantity: 1

Coverage Level: Premium

Services Provided

- 2 Operational (Mid Season - Cooling/Heating with Economizer)
- 4 Return Air Filter Change
- 1 Condenser Coil Cleaning
- 1 Belt Change
- 1 Electric Heating Comprehensive (with Economizer)
- 1 Cooling Comprehensive (with Economizer)

Customer Tag

#1

Manufacturer

Daikin

Model #

RPS045DSES50

Serial #

FBOU140901745

Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, 8-15 Tons

Quantity: 2

Coverage Level: Premium

Services Provided

- 1 Condenser Coil Cleaning
- 2 Operational (Mid Season - Cooling/Heating with Economizer)
- 1 Cooling Comprehensive (with Economizer)
- 1 Belt Change
- 4 Return Air Filter Change
- 1 Electric Heating Comprehensive (with Economizer)

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
 PREPARED FOR BENTONVILLE CITY - COMMUNITY CENTER

BENTONVILLE CITY - COMMUNITY CENTER		NONADDRESSABLE BENTONVILLE, AR 72712-0000	
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<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
#2	Daikin	MPS008BYDM 00D	F381402814
rtu #3	Daikin	MPSA12BYDM 00D	F381402808

Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, >75 Tons

Quantity: 1

Coverage Level: Premium

Services Provided

- 1 Belt Change
- 1 Electric Heating Comprehensive (with Economizer)
- 1 Cooling Comprehensive (with Economizer)
- 1 Condenser Coil Cleaning
- 4 Return Air Filter Change
- 2 Operational (Mid Season - Cooling/Heating with Economizer)

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
#4	Daikin	RPS079DSESS0	FBOU140901690

Unit Heater, Electric, <300000 BTU

Quantity: 6

Coverage Level: Premium

Services Provided

- 3 Operational
- 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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VAV Box, All Types

Quantity: 26

Coverage Level: Premium

Services Provided

- 4 Operational

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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Equipment Tasking

Air Handling Unit (AHU), Mixed Air, 35-60 HP

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Visually inspect damper(s)
Check condition of pulleys and belts
Check for proper fan operation
Check condition of coils
Check condition of filters
Record temperatures and pressures (if applicable)
Check for unusual noise and vibration
Check for deterioration of gaskets and seals
Check overall condition of unit
Visually inspect for fluid leaks of coils and connecting piping
Check starter/contactors
Check and tighten electrical connections
Check damper operation and lubricate as required
Visually check control valve(s)
Lubricate blower and motor bearings
Clean condensate pan and clear drain line
Check condition of blower assembly
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Inspect motor mounting isolators
Check for integrity of cabinet hardware
Visually inspect damper(s)
Verify damper operation
Check condition of pulleys and belts
Check for proper fan operation
Check condition of coils
Check condition of filters
Record temperatures and pressures (if applicable)
Check condensate drain

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Visually inspect electrical connections
 Check for unusual noise and vibration
 Check overall condition of unit
 Visually inspect for fluid leaks of coils and connecting piping
 Document tasks performed during visit and report any observations to appropriate customer representative

Standard Pleated Filter Change

Use appropriate eye protection in work environment
 Use appropriate Head protection on worksite
 Use appropriate hand gloves on worksite
 Use and follow the JCI safety policy for Fall Protection while performing work
 Use and follow the JCI Ladder Safety processes while performing work
 Use and follow the JCI Lock-out Tag-out on all electrical machinery
 All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Turn equipment off
 Remove dirty filters
 Install new filters
 Turn equipment on
 Dispose of dirty filter appropriately
 Document tasks performed during visit and report any observations to appropriate customer representative

Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP

Operational

Use appropriate eye protection in work environment
 Use appropriate Head protection on worksite
 Use appropriate hand gloves on worksite
 Use and follow the JCI safety policy for Fall Protection while performing work
 Use and follow the JCI Ladder Safety processes while performing work
 Use and follow the JCI Lock-out Tag-out on all electrical machinery
 Check with appropriate customer representative for operational deficiencies
 Check rain guard
 Check and tighten electrical connections
 Clean area around equipment
 Inspect starter
 Lubricate as required
 Motor operating amps
 Check belt guard
 Check belt(s) (if applicable)
 Check drive condition
 Check electrical contacts
 Check fan blades
 Check for proper rotation
 Complete any required maintenance checklists, report observations to appropriate customer representative

Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, 25.5-60 Tons

Belt Change

Use appropriate eye protection in work environment
 Use appropriate Head protection on worksite
 Use appropriate hand gloves on worksite
 Use and follow the JCI safety policy for Fall Protection while performing work
 Use and follow the JCI Ladder Safety processes while performing work

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	Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Coil Cleaning	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Cooling Comprehensive (with Economizer)	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections Check VFD operation and clean cooling fan intake (if applicable) Check contactor(s) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings Check economizer operation Lubricate and adjust economizer damper linkages Verify proper operation of exhaust motor (if applicable) Check condition and alignment of pulley and belts Check condition of filters Clean condensate pan and clear drain line Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters

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	Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Electric Heating Comprehensive (with Economizer)	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check contactor(s) Check blower motor operation Check condition of pulley and belts Check economizer operation Lubricate and adjust economizer damper linkages Verify proper operation of exhaust motor (if applicable) Check heat strip operation (coordinate with customer) Check condition of filters Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational (Mid Season - Cooling/Heating with Economizer)	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Check economizer operation Check heating operation (when applicable) Check condition of pulley and belts Check condition of filters Check condensate drain Check for visual signs of refrigerant/oil leak(s) Visually inspect electrical connections

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Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Return Air Filter Change Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Turn equipment off
Remove dirty filters
Install new filters
Turn equipment on
Dispose of dirty filter appropriately
Document tasks performed during visit and report any observations to appropriate customer representative

Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, 8-15 Tons

Belt Change Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Perform belt change procedures
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Condenser Coil Cleaning Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Rinse coil(s) thoroughly with water
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

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Cooling Comprehensive (with Economizer)	- Use appropriate eye protection in work environment - Use appropriate Head protection on worksite - Use appropriate hand gloves on worksite - Use and follow the JCI safety policy for Fall Protection while performing work - Use and follow the JCI Ladder Safety processes while performing work - Use and follow the JCI Lock-out Tag-out on all electrical machinery - Use appropriate Arc/flash personal protective equipment on voltages over 240 volts - Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants - All work must be performed in accordance with Johnson Controls safety policies - Check with appropriate customer representative for operational deficiencies - Review control panel for proper operation and recorded fault histories (if applicable) - Check and tighten electrical connections - Check VFD operation and clean cooling fan intake (if applicable) - Check contactor(s) - Check condition of condenser coil - Check condition of evaporator coil - Check condenser fan motors and blades - Check blower motor operation - Lubricate blower and motor bearings - Check economizer operation - Lubricate and adjust economizer damper linkages - Verify proper operation of exhaust motor (if applicable) - Check condition and alignment of pulley and belts - Check condition of filters - Clean condensate pan and clear drain line - Check for visual signs of refrigerant/oil leak(s) - Check for unusual noise and vibration - Record and log all operating parameters - Check overall condition of unit - Remove and dispose any debris from any maintenance activity - Document tasks performed during visit and report any observations to appropriate customer representative
Electric Heating Comprehensive (with Economizer)	- Use appropriate eye protection in work environment - Use appropriate Head protection on worksite - Use appropriate hand gloves on worksite - Use and follow the JCI safety policy for Fall Protection while performing work - Use and follow the JCI Ladder Safety processes while performing work - Use and follow the JCI Lock-out Tag-out on all electrical machinery - Use appropriate Arc/flash personal protective equipment on voltages over 240 volts - Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants - All work must be performed in accordance with Johnson Controls safety policies - Check with appropriate customer representative for operational deficiencies - Check and tighten electrical connections - Check contactor(s) - Check blower motor operation - Check condition of pulley and belts - Check economizer operation - Lubricate and adjust economizer damper linkages - Verify proper operation of exhaust motor (if applicable) - Check heat strip operation (coordinate with customer) - Check condition of filters - Check for unusual noise and vibration

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Check overall condition of unit
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Mid Season - Cooling/Heating with Economizer)

Use appropriate eye protection in work environment
 Use appropriate Head protection on worksite
 Use appropriate hand gloves on worksite
 Use and follow the JCI safety policy for Fall Protection while performing work
 Use and follow the JCI Ladder Safety processes while performing work
 Use and follow the JCI Lock-out Tag-out on all electrical machinery
 Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
 Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
 All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Review control panel for proper operation and recorded fault histories (if applicable)
 Check condition of condenser coil
 Check condition of evaporator coil
 Check condenser fan motors and blades
 Check blower motor operation
 Check economizer operation
 Check heating operation (when applicable)
 Check condition of pulley and belts
 Check condition of filters
 Check condensate drain
 Check for visual signs of refrigerant/oil leak(s)
 Visually inspect electrical connections
 Check for unusual noise and vibration
 Check overall condition of unit
 Document tasks performed during visit and report any observations to appropriate customer representative

Return Air Filter Change

Use appropriate eye protection in work environment
 Use appropriate Head protection on worksite
 Use appropriate hand gloves on worksite
 Use and follow the JCI safety policy for Fall Protection while performing work
 Use and follow the JCI Ladder Safety processes while performing work
 Use and follow the JCI Lock-out Tag-out on all electrical machinery
 All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Turn equipment off
 Remove dirty filters
 Install new filters
 Turn equipment on
 Dispose of dirty filter appropriately
 Document tasks performed during visit and report any observations to appropriate customer representative

Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, >75 Tons

Belt Change

Use appropriate eye protection in work environment
 Use appropriate Head protection on worksite

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	Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Coil Cleaning	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Cooling Comprehensive (with Economizer)	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections Check VFD operation and clean cooling fan intake (if applicable) Check contactor(s) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings Check economizer operation Lubricate and adjust economizer damper linkages Verify proper operation of exhaust motor (if applicable) Check condition and alignment of pulley and belts Check condition of filters Clean condensate pan and clear drain line

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	- Check for visual signs of refrigerant/oil leak(s) - Check for unusual noise and vibration - Record and log all operating parameters - Check overall condition of unit - Remove and dispose any debris from any maintenance activity - Document tasks performed during visit and report any observations to appropriate customer representative
Electric Heating Comprehensive (with Economizer)	- Use appropriate eye protection in work environment - Use appropriate Head protection on worksite - Use appropriate hand gloves on worksite - Use and follow the JCI safety policy for Fall Protection while performing work - Use and follow the JCI Ladder Safety processes while performing work - Use and follow the JCI Lock-out Tag-out on all electrical machinery - Use appropriate Arc/flash personal protective equipment on voltages over 240 volts - Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants - All work must be performed in accordance with Johnson Controls safety policies - Check with appropriate customer representative for operational deficiencies - Check and tighten electrical connections - Check contactor(s) - Check blower motor operation - Check condition of pulley and belts - Check economizer operation - Lubricate and adjust economizer damper linkages - Verify proper operation of exhaust motor (if applicable) - Check heat strip operation (coordinate with customer) - Check condition of filters - Check for unusual noise and vibration - Check overall condition of unit - Remove and dispose any debris from any maintenance activity - Document tasks performed during visit and report any observations to appropriate customer representative
Operational (Mid Season - Cooling/Heating with Economizer)	- Use appropriate eye protection in work environment - Use appropriate Head protection on worksite - Use appropriate hand gloves on worksite - Use and follow the JCI safety policy for Fall Protection while performing work - Use and follow the JCI Ladder Safety processes while performing work - Use and follow the JCI Lock-out Tag-out on all electrical machinery - Use appropriate Arc/flash personal protective equipment on voltages over 240 volts - Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants - All work must be performed in accordance with Johnson Controls safety policies - Check with appropriate customer representative for operational deficiencies - Review control panel for proper operation and recorded fault histories (if applicable) - Check condition of condenser coil - Check condition of evaporator coil - Check condenser fan motors and blades - Check blower motor operation - Check economizer operation - Check heating operation (when applicable) - Check condition of pulley and belts - Check condition of filters

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Check condensate drain
 Check for visual signs of refrigerant/oil leak(s)
 Visually inspect electrical connections
 Check for unusual noise and vibration
 Check overall condition of unit
 Document tasks performed during visit and report any observations to appropriate customer representative

Return Air Filter Change Use appropriate eye protection in work environment
 Use appropriate Head protection on worksite
 Use appropriate hand gloves on worksite
 Use and follow the JCI safety policy for Fall Protection while performing work
 Use and follow the JCI Ladder Safety processes while performing work
 Use and follow the JCI Lock-out Tag-out on all electrical machinery
 All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Turn equipment off
 Remove dirty filters
 Install new filters
 Turn equipment on
 Dispose of dirty filter appropriately
 Document tasks performed during visit and report any observations to appropriate customer representative

Unit Heater, Electric, <300000 BTU

Comprehensive Use appropriate eye protection in work environment
 Use appropriate Head protection on worksite
 Use appropriate hand gloves on worksite
 Use and follow the JCI safety policy for Fall Protection while performing work
 Use and follow the JCI Ladder Safety processes while performing work
 Use and follow the JCI Lock-out Tag-out on all electrical machinery
 All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Check integrity of unit heater supports
 Check and tighten electrical connections
 Measure operating amperage of heater elements
 Check condition of pulley and belts (if applicable)
 Cycle thermostat and check for proper operation
 Check for unusual noise and vibration
 Check overall condition of unit
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Operational Use appropriate eye protection in work environment
 Use appropriate Head protection on worksite
 Use appropriate hand gloves on worksite
 Use and follow the JCI safety policy for Fall Protection while performing work
 Use and follow the JCI Ladder Safety processes while performing work
 Use and follow the JCI Lock-out Tag-out on all electrical machinery
 All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Check integrity of unit heater supports

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- Check condition of pulley and belts (if applicable)
- Check for proper fan operation
- Cycle thermostat and check for proper operation
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

VAV Box, All Types

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Check temperature
- Check damper and linkage
- Cycle thermostat and check for proper operation
- Check for leaks in air supply (if applicable)
- Check fan operation
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

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Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
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Special Additions and Exceptions

Customer will receive a 10% discount on labor outside the scope of this agreement.
Current street rates are \$108.00/hour for hvac mechanic and \$110.00/hour for controls technician.

Service line is 866-819-0017

Lisa Lorts - Customer Service Agent 417-520-3075 (direct line)

Stephen Moody – Technical Team Lead 479-445-4059

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TERMS AND CONDITIONS
DEFINITIONS

CONNECTED SERVICES are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended Inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the provision of any software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P herein.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. **EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. **CONNECTED SERVICES.** If Customer is receiving Connected Services on any Covered Equipment as more fully described in Schedule A, Customer may be required to allow JCI to install hardware and/or software to enable communication with Customer's Covered Equipment ("Gateway Device"). In order for JCI to deliver Connected Services on the Covered Equipment, Customer shall provide a secure Internet connection to allow remote access to the Gateway Device in order to remotely access, transmit, store, and trend data for the purposes of providing Services. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no warranty or guarantee relating to the Connected Services.

5. **REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing

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schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

6. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slots/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT OBLIGATION

Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a

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breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT.** Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or

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fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

I. LIMITATION OF LIABILITY

NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS). JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO \$250,000. IN NO EVENT SHALL JCI'S INDEMNIFICATION OBLIGATION EXCEED THE AMOUNTS PAID TO JCI UNDER THIS AGREEMENT OR THE AMOUNT OF INSURANCE REQUIRED BY THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF JCI. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: (A) ACTS OF GOD; (B) ACTS OF GOVERNMENT AGENCIES; (C) STRIKES; (D) LABOR DISPUTES; (E) FIRE; (F) EXPLOSIONS OR CASUALTIES; (G) THEFTS; (H) VANDALISM; (I) RIOTS OR WAR; (J) TERRORISM; AND (J) UNAVAILABILITY OF PARTS, MATERIALS, OR SUPPLIES.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERMINATION

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
3. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.
4. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities

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("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL TERMS

Any license to or right to access JCI software products and digital or cloud services purchased under this Agreement is provided on the terms and conditions for the applicable software product or digital or cloud service set forth at <http://www.johnsoncontrols.com/buildings/legal/digital>. Such applicable software product and digital services terms are incorporated by reference herein.

Q. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

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**ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS**

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital

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alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. **Images.** Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System Image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. **Video System Signals.** When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities; this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. **Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. **Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. **JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS.** JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR BENTONVILLE CITY - COMMUNITY CENTER

COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO A CONTRACT WITH JOHNSON CONTROLS, INC. FOR MAINTENANCE SERVICE AT THE BENTONVILLE COMMUNITY CENTER AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

NOW, THEREFORE, BE IT ORDAINED 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 a contract with Johnson Controls, Inc. for the Maintenance Service at the Bentonville Community Center for 2019, in an amount not to exceed \$38,151.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Due to the lack of other providers which are qualified and able to provide the full range of services and preventative maintenance to large commercial facilities and the intimate Familiarity of the City's facilities, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
X	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

January 22, 2019

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

This is a request for a waiver of competitive bidding to purchase equipment and installation for eight 2019 budgeted patrol vehicles (Chevrolet Tahoe 2WD, PPV's). The vehicles to be equipped will be provided by Superior Fleet and Commercial Sales in Siloam Springs, (below current Arkansas State Bid pricing), for \$32,791.00 per unit (total \$262,328.00) to include options. Superior will provide and install police equipment for each aforementioned vehicle, (\$16,868.09 each, \$134,944.72 total). This waiver of competitive bidding would streamline the upfitting process of the aforementioned vehicles and also adhere to spending requirements. The waiver would also result in a "warranty in service date" to begin when the completed vehicle is delivered and ready for service, extending the city's effective warranty of each vehicle. Having the equipment installed by the dealer will also protect the manufacturer's warranty of each vehicle and offer an installation warranty for the life of the vehicle. See attached equipment list and pricing.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>1/22/2019</u>
Requested by:	<u>Chief Jon Simpson</u>
Department:	<u>Bentonville Police Department</u>
DESCRIPTION OF REQUEST:	
Type of Equipment:	<u>Emergency vehicle equipment and installation for 8 Tahoes</u>
Year & Model:	<u>various</u>
Serial #	<u>Pending</u>
To Be Purchased From:	<u>Superior Fleet and Commerical Sales</u>
	<u>490 E. Highway 412</u>
	<u>Siloam Springs, AR 72761</u>
Amount:	Base Amount: \$ <u>134,944.72</u>
	Tax: _____
	*Other: _____
	TOTAL \$ <u>134,944.72</u>
 * List all other costs: See attached equipment list and pricing	
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:	
This is a waiver of bid to purchase equipment and installation for eight 2019 budgeted patrol vehicles. The vehicles to be equipped will be provided by Superior Fleet and Commercial Sales in Siloam Springs, (below current Arkansas State Bid pricing), for \$32,791.00 per unit (total \$262,328.00) to include options. Superior will provide and install police equipment for each aforementioned vehicle, (\$16,868.09 each, \$134,944.72 total). This waiver of competitive bidding would streamline the upfitting process of the aforementioned vehicles and also adhere to spending requirements. Additionally, this waiver will have advantages related to warranty coverages.	
 <u>Department Head</u>	 <u>Director of Finance & Administration</u>

12/19/2018



Superior Fleet and Commercial Sales

DON CLARK | 479-268-1003 | dclark@superiornwa.com

City of Bentonville Police Dept.

Prepared For: Jon Simpson, Ray Shadid, Ryan Simmons

jon.simpson@bentonville.arkansas.gov

[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr

Gentlemen,

The following is the quote you requested on Chevrolet Tahoe PPV 9C1 Police Utility. Please note that of the 8 requested 5 are 2019 and 3 are 2018 model year. The pricing on all 8 vehicles are at 2018 Arkansas State Bid pricing. I included a window sticker page for equipment list only.

Vehicle Price each: \$32791.00

Extended X 8 = \$262328.00

Please find attached the price quote on the required up fitting of these Tahoe vehicles.

Up fit Cost each \$10838.99

Extended X 8 = \$86711.92

Arbitrator Camera Sys.

Each: \$6029.10

Extended X 8 = 48232.80

Thank you,

Don Clark



Superior Fleet and Commercial Sales

DON CLARK | 479-268-1003 | dclark@superiornwa.com

[Fleet] 2019 Chevrolet Tahoe (CC15708) 2WD 4dr

Quote Worksheet

	MSRP
Base Price	\$46,800.00
Dest Charge	\$1,295.00
Total Options	(\$2,550.75)
Subtotal	\$45,544.25
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$12,753.25)
Subtotal Discount	(\$12,753.25)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
Taxable Price	\$32,791.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$32,791.00

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 7236. Data Updated: Dec 17, 2018 9:36:00 PM PST.



Superior Fleet and Commercial Sales

DON CLARK | 479-268-1003 | dclark@superiornwa.com

[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr

Window Sticker

SUMMARY

[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial

MSRP:\$46,800.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing

Transmission, 8-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CC15706	[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial	\$46,800.00
OPTIONS		
1FL	Commercial Preferred Equipment Group	\$0.00
6J3	Wiring, grille lamps and siren speakers	\$92.00
6J4	Wiring, horn and siren circuit	\$41.00
6J7	Flasher system, headlamp and taillamp, DRL compatible	\$495.00
7X6	Spotlamp, left-hand	\$490.00
9C1	Identifier for PPV	(\$3,935.00)
ATD	Seat delete, third row passenger	Inc.
AZ3	Seating, front 40/20/40 split-bench	\$0.00
BTB	Remote vehicle start	\$300.00
C5U	GVWR, 6800 lbs. (3084 kg)	Inc.
FE9	Emissions, Federal requirements	\$0.00
GBA	Black	\$0.00
GU4	Rear axle, 3.08 ratio	\$0.00
H0U	Jet Black, Cloth seat trim	\$0.00
IO5	Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment	\$0.00
K4B	Battery, Auxiliary, 730 CCA	Inc.
KW7	Alternator, 170 amps, high output	Inc.

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Data Version: 7236. Data Updated: Dec 17, 2018 9:36:00 PM PST.



Superior Fleet and Commercial Sales

DON CLARK | 479-268-1003 | dclark@superiornwa.com

[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr

L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing	\$0.00
MYC	Transmission, 6-speed automatic, electronically controlled	\$0.00
NZZ	Skid Plate Package	Inc.
QAR	Tires, P265/60R17 all-season, police, V-rated	Inc.
R9Y	Fleet Free Maintenance Credit	(\$33.75)
RAP	Wheels, 17" x 8" (43.2 cm x 20.3 cm) steel, police, Black	Inc.
RM7	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare	Inc.
VPV	Ship Thru, Produced in Arlington Assembly	Inc.
VQ2	Fleet processing option	\$0.00
Z56	Suspension Package, heavy-duty, police-rated	Inc.
ZAK	Tire, spare, P265/60R17 all-season, police, V-rated	Inc.
ZY1	Paint scheme, solid application	\$0.00
—	Safety belts, 3-point, driver and front passenger in all seating positions	Inc.
—	Capless fuel fill	Inc.
—	Door handles, body-color	Inc.
—	Instrumentation, analog	Inc.
—	Key, 2-sided	Inc.
—	Luggage rack, delete	Inc.
—	Exterior ornamentation delete	Inc.
—	Power outlets, 4 auxiliary, 12-volt	Inc.
—	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	Inc.
—	Theft-deterrent system, vehicle, PASS-Key III	Inc.
SUBTOTAL		\$44,249.25
Adjustments Total		\$0.00
Destination Charge		\$1,295.00
TOTAL PRICE		\$45,544.25

FUEL ECONOMY

Est City:15 MPG

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Data Version: 7236. Data Updated: Dec 17, 2018 9:36:00 PM PST.



Superior Fleet and Commercial Sales

DON CLARK | 479-268-1003 | dclark@superiornwa.com

[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr

Est Highway:22 MPG

Est Highway Cruising Range:572.00 mi

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Data Version: 7236. Data Updated: Dec 17, 2018 9:36:00 PM PST.

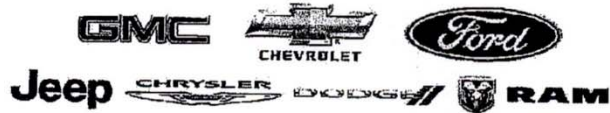
Dec 18, 2018

Page 6

SUPERIOR

AUTOMOTIVE GROUP

Fleet and Commercial Sales



Attn: DON CLARK
BENTONVILLE 2018/19

Vehicle TAHOE PATROL UNITS
TENATIVE ARB PACKAGE \$6029.10

Emergency Equipment Upfit

Qty	Description	Price Total
1	GB2SP3BT WC54" LEGACY LIGHTBAR	\$ 1,835.90
1	CCSRNT5 CENCOM CARBIDE W SPKR	\$ 858.00
1	HG22PC62BW SIDE RUNNER	\$ 657.80
1	425-6268 CONSOLE W/ 425-6164	\$ 634.79
1	425-3704 CUP HOLDER	\$ 39.04
1	425-3816 MAGNETIC MIC HOLDER	\$ 27.50
1	450-4103 DOCKING STATION	\$ 768.07
1	425-6411 ARM REST	\$ 87.08
1	475-2010 AR/870 MOUNT	\$ 393.24
1	475-0866 PARTITION	\$ 713.22
1	475-0888 HSEP BARRIER	\$ 97.60
1	475-0961 W/A DOOR PANEL KIT	\$ 374.63
1	475-0863 CARGO BARRIER	\$ 420.42
1	425-5542 CONSOLE SIDE MOUNT KIT	\$ 152.81
1	75832 STREAMLIGHT W/CHARGER	\$ 144.10
2	IONB GRILL LIGHT	\$ 228.80
1	RPWS45 REAR PILLAR	\$ 830.13
1	HOWLER SPEAKER SYSTEM	\$ 498.30
1	1 63D MOUNT FOR ABOVE	\$ 27.06
1	3SRCCDCR DOME LAMP	\$ 49.50
	Installation Labor	\$ 2,000.00
	TOT WITH ARBITRATOR \$16868.09	

Total Upfit \$ 10,838.99

Don Clark
Fleet Director
Superior Automotive Group
490 Hwy 412 East
Siloam Springs, AR
Cell: 479-268-1003

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO PURCHASE CERTAIN POLICE EQUIPMENT AND UPFITTING SERVICES FROM SUPERIOR AUTO GROUP AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

NOW, THEREFORE, BE IT ORDAINED 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 with Superior Auto Group for the purchase of equipment and upfitting of police vehicles as set forth in the agenda item submitted herewith.

Section 2: Because Superior is the provider of the police vehicles and provides law enforcement upfitting services related to such vehicles, allowing for a streamlined and efficient purchase and installation of components in connection with the purchase of the vehicles and creating favorable warranty coverage, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
	Bid Award	Bid #	
	Budget Adjustment		
	Change Order		
	Informational		
x	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 22, 2019

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request for a waiver of bid for Audio Visual Systems for our new facility under construction to include our Emergency Dispatch Center, Emergency Operations Center, and Criminal Investigations section. The previously approved Total Program Budget for the Audio Visual Equipment identified \$234,000.00 to complete this portion for the project. See attached Memorandum.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>1/22/2019</u>
Requested by:	<u>Chief Jon Simpson</u>
Department:	<u>Police Department</u>
DESCRIPTION OF REQUEST:	
Type of Equipment:	<u>Dispatch Consoles for new center, 8 in total</u>
Year & Model:	<u>Not applicable</u>
Serial #	<u>None</u>
To Be Purchased From:	<u>Keystone Digital, LLC</u>
	<u>1348 W. Liberty Ave</u>
	<u>Ozark, MO 65721</u>
Amount:	
Base Amount:	<u>\$234,000.00</u>
Tax:	<u> </u>
*Other:	<u> </u>
TOTAL	\$ 234,000.00
* List all other costs: (not to exceed above detailed budgeted amount)	
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:	
This is a waiver of bid for Audio Visual Systems for our new facility under construction to include our Emergency Dispatch Center, Emergency Operations Center, and Criminal Investigations section. The previously approved Total Program Budget for the Audio Visual Equipment identified \$234,000 to complete this portion for the project. See attached Memorandum.	
_____ Department Head	_____ Director of Finance & Administration

BENTONVILLE POLICE



908 S.E. 14th Street
Bentonville, Arkansas 72712

MEMORANDUM

TO: City Council Members
FROM: Chief Simpson and Captain Hubbard
SUBJECT: Waiver of Bid Request, Audio Visual Equipment and Services
DATE: January 22, 2019

April 3, 2018, with the Councils' approval, the City of Bentonville entered into an agreement with Keystone Digital, LLC located in Ozark, Missouri, to assist in the design of the new Bentonville Emergency Communications building's audio visual system. Due to the highly technical requirements in both product selection, installation, and overall integration, Keystone Digital was contacted after other known local companies were consulted, but did not feel comfortable with the complexity and scale of the project. (Keystone Digital also has Emergency Dispatch Center audio visual experience.) Under the authority of the aforementioned design contract, Keystone Digital worked with our staff and also consulted with the city's building project architect, John Langham of WER. Refer to the attached Keystone Digital "Audio/Visual Design Consulting Agreement."

Based on the design work between WER and Keystone, a preliminary design and equipment list was developed. Utilizing this initial design work, \$234,000 was included in our new building's Total Program Budget that was previously presented and approved by the City Council. It is important to note that the majority of the audio visual system design work (to include necessary equipment) was focused upon the Emergency Dispatch Center and the Emergency Operations Center (EOC), but the Criminal Investigation section of the building will also have some audio visual capabilities in its conference area. It is also important to note that the design work did not include final product and system selections, so as not to fall behind the constantly evolving nature of new technology.

At this time the building project is underway and currently at a stage where the audio/visual design needs to be finalized and applicable equipment should be ordered. Based on Keystone Digital's previous design work on this project and the existing Consulting Agreement, the Bentonville Police Department is requesting a waiver of bid to allow Keystone Digital to continue and complete the audio/visual portion of our new facility.

Audio/Visual Design Consulting Agreement

4/3/18 rev3

PROJECT: Bentonville Communications Center
Bentonville, Arkansas

CLIENT: City of Bentonville, Arkansas

I. BASIC SERVICES

A. Audio/Visual (AV) Systems

1. Programming and Schematic Design Phase

- a. Phone meetings with Architect and Ownership to establish technical performance and functional requirements of the AV systems throughout the facility to include:

- i. Sound reinforcement, background music
- ii. Voice reinforcement, video projection, meeting space presentation systems
- iii. Digital signage, and AV control systems

- b. Develop a Final AV Program based on Architect and Owner comments

2. Design Development Phase

- a. Design the AV systems according to the approved Program
- b. Provide the Architect with layouts and data related to rack rooms and operational areas
- c. Provide the project mechanical engineer with design criteria for cooling of equipment rack areas and any other special cooling or ventilation requirements
- d. Provide the project electrical engineer with design criteria relative to power requirements, anticipated loads, grounding requirements, EMI/RFI considerations, and surge protection for AV equipment
- e. Mark proposed locations of AV system devices and equipment on drawings provided by the Architect
- f. Coordinate with the Architect to minimize the aesthetic impact of system equipment such as location, concealment, and general millwork requirements
- g. One in person meeting to review Design Development requirements with Architect and Owner prior to Construction Document phase

3. Construction Document Phase

- a. Provide ongoing reviews and coordination with the Architect, interior designer, MEP, and structural consultants throughout the CD phase to ensure that AV Program design goals are being met
- b. Provide AV markups on existing drawings for inclusion by the Architect specifying:

- i. Floor plans and reflected ceiling plans showing equipment locations and layouts, speakers, floor boxes, and wall boxes
- ii. Typical conduit details
- iii. Entry/exit locations and terminations details for back boxes and cable trays
- iv. Single line riser diagram showing recommended technical grounding scheme for AV systems
- v. Single line functional block diagrams for AV systems showing interconnection and signal flow of major systems
- vi. Single line control systems block diagrams indicating primary control functions and intended control methods
- vii. Control system narrative
- viii. Details or elevations showing technical panels, patch panels, and equipment racks

4. Bid Phase

- a. Review contractor questions related to AV products, product substitutions, or installation means and methods
- b. Assist the Architect in preparing addenda related to the AV design

5. Construction Administration Phase

- a. Review contractor AV shop drawing submittals
- b. Respond to requests for information relating to AV design

II. **ADDITIONAL SERVICES (available but not in scope)**

A. General

- 1. Additional meetings or site visits
- 2. Revisions to work already performed resulting from owner requested changes to the original design criteria
- 3. Preparation of Construction Documents for alternatives
- 4. Preparation of Change Orders which alter the Basic Services above
- 5. Preparation of documents or attendance in the capacity of an expert AV witness
- 6. Production of CAD/digital drawings

B. Systems

- 1. Design or administration of systems beyond those enumerated in section I. BASIC SERVICES
- 2. Commissioning

III. GENERAL PROVISIONS

- A. This Agreement does not preclude Keystone from submitting a construction phase bid as AV Subcontractor.
- B. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.
- C. Any services requested outside normal business hours (Monday – Friday, 8am to 5pm, excluding holidays) or requiring expedited (same day) response will be billed at one and one half the normal hourly rate.
- D. WER Architects/Planners its directors, officers, employees or agents agrees to indemnify, defend, and protect Keystone Digital or any of its directors, officers, employees or agents from and against all lawsuits and costs of every kind pertaining to WER's business including reasonable legal fees due to any act or failure to act by WER based upon Keystone's services under this agreement.
- E. Either Party may terminate this Agreement at any time with prior written notice of ten business days to the other Party.
- F. Any notice to be made or given under this Agreement shall be delivered in writing and may be made by physical delivery or by electronic mail to:

City of Bentonville, Arkansas
117 W Central Ave
Bentonville, AR 72712
jon.simpson@bentonville.arkansas.gov

Keystone Digital, LLC
1348 W Liberty Ave
Ozark, MO 65721
scox@keystonedigital.com

IV. COMPENSATION

- A. Basic Services will be provided on an hourly basis, not to exceed forty (40) hours without written approval from the Architect.
- B. The hourly rate for Basic Services is \$ 105.00.
- C. Basic Services hours provided, along with any additional hours, will be invoiced the first of each month and will be due 15 days later.
- E. Travel expenses directly related to Basic Services including vehicle mileage, parking, airfare, lodging, and meals are reimbursable and in addition to the fees listed above. Such expenses are payable as they are incurred and will be invoiced at cost + 5%. Airfare exceeding \$600 shall be approved in advance by the Architect or Owner. Meal expense shall not exceed \$60 per day.
- F. Services outside the scope of Basic Services or within the scope of Additional Services shall be invoiced at a rate of \$105 per hour. Additional site visits or meetings requiring travel will be invoiced at the rate of \$1,260 per day onsite plus expenses which is inclusive of travel time.
- G. Applicable sales tax is not included in the fee described above. If required by state or local law, sales tax will be added to invoices.

V. ACCEPTANCE

Acceptance is by endorsement below and serves as Notice to Proceed.

City of Bentonville, Arkansas

Keystone Digital, LLC



BOB McCASLIN
Printed Name

MAYOR
Title

04.18.2018
Date

JOHN GUARDIELLO
Printed Name

PRESIDENT/CEO
Title

4/19/18
Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH KEYSTONE DIGITAL, LLC. FOR AUDIO VISUAL SYSTEMS FOR THE BENTONVILLE POLICE DEPARTMENT EMERGENCY OPERATIONS CENTER AND CRIMINAL INVESTIGATION DIVISION AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

NOW, THEREFORE, BE IT ORDAINED 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 with Keystone Digital, LLC for Audio Visual Systems for the Police Department Emergency Operations Center and Criminal Investigation Division in an amount not to exceed \$234,000.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Because this company has the local expertise in complex and highly technical products and installation for Emergency Dispatch Operations and because this company has been the consultant in the initial design work for the facility with the contracted professional consultants, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
x	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

January 22, 2019

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request for a waiver of bid for Dispatch Consoles for our Emergency Dispatch Center that is currently under construction. The previously approved Total Program Budget for the building project identified \$190,000 for the purchase of these eight (8) consoles. See attached Memorandum.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date 1/22/2019

Requested by: Chief Jon Simpson

Department: Police Department

DESCRIPTION OF REQUEST:

Type of Equipment: Dispatch Consoles for new center, 8 in total

Year & Model: Not applicable

Serial # None

To Be Purchased From: Russ Bassett

8189 Byron Road

Whittier, CA 90606

Amount: Base Amount: \$190,000.00

Tax:

*Other:

TOTAL

\$ 190,000.00

* List all other costs: (not to exceed above detailed budgeted amount)

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

This is a waiver of bid for Dispatch Consoles for our Emergency Dispatch Center that is currently under construction. The previously approved Total Program Budget for the building project identified \$190,000 for the purchase of these eight (8) consoles. See attached Memorandum for justification.

Department Head

Director of Finance & Administration

Revised 6-18-99

BENTONVILLE POLICE



908 S.E. 14th Street
Bentonville, Arkansas 72712

MEMORANDUM

TO: City Council Members
FROM: Chief Simpson and Captain Hubbard
SUBJECT: Waiver of Bid Request, Emergency Dispatch Consoles
DATE: January 22, 2019

Over the past 12 months, Bentonville Police Department has evaluated the market and has identified a product by Russ Bassett that will meet our cost budget and also represent the best console/work area for our new Communications and Emergency Operations Center.

Console furniture is a highly specialized product and vital equipment to the dynamics of emergency dispatching. Consoles are responsible for the integration of all the monitors, computers, peripheral equipment and cabling interconnects for the 9-1-1 phone system, radio console system and CAD systems, along with other related technology platforms. They must do this while creating a no-fail work environment that will fully enclose system components, and manage and protect these systems in such a way that the Telecommunicator can do his, or her, job without interruption or distraction. Additionally, the consoles are responsible for providing the Telecommunicator with the appropriate ergonomic interface as they work with multiple monitors and operating systems in the course of doing mission critical jobs, 24 hours a day, 7 days a week, and 365 days a year.

Our current consoles that will be replaced in the new building are fixed height, metal structured products made by Wrightline/Eaton furniture. The older workstations do not meet the current needs of a height adjustment console and no longer support the modern/current technology platforms of our Public Safety Answering Point (PSAP). At the National Emergency Number Association (NENA) and Association of Public Communication Officials (APCO) conferences in 2017 and 2018 our communications professionals were able to view the current offerings from various companies including Bramic, Eaton, Evans, Russ Bassett and Watson and Xybix. There is a high level of differentiation in the dispatch console market. The unique Russ Bassett height adjustment range of 22.6" to 48.6" with one large work surface and durable steel construction are among the unique specifications of this product. It is important to note that our Dispatch Center has relied on metal construction consoles for 15 years without any sort of structure failures. Other current products are made of composite materials with questionable long term durability. Additionally, the Russ Bassett consoles have integrated slat walls for monitor mounting and adjustment, as well as superior technology integration and cable management capabilities. These factors along with offering a full range of required accessorial items make this product the best selection for the new Center.

Additionally, Russ Bassett is a HGAC Buy EC07-18 9-1-1 Equipment & Emergency Notification Software & Services Contract holder, of which the city is currently a member.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH RUSS BASSETT FOR EMERGENCY DISPATCH CONSOLES FOR THE BENTONVILLE POLICE DEPARTMENT EMERGENCY OPERATIONS CENTER AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

NOW, THEREFORE, BE IT ORDAINED 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 with Russ Bassett for Emergency Dispatch Consoles for the Police Department Emergency Operations Center in an amount not to exceed \$190,000.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Because emergency dispatch console furniture is a highly specialized product designed to integrate all necessary equipment and this company is an HGAC Buy Equipment & Emergency Notification Software & Services Contract holder, which enables the City to obtain cooperative pricing for this purchase, and because the lead time and construction schedule necessitates expedited purchase, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
Bid Award	Bid #	
Budget Adjustment		
Change Order		
Informational		
Ordinance		
Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 22, 2019

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request City Council approve the reclassification of one (1) First Class Powerline Electrician, Grade 95 to a Electric Crew Leader, Grade 96. This reclassification is needed to correctly staff the new electric crew in the Electric Department. There is NO additional budget adjustments needed to affect this change.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





CHECK ALL THAT APPLY		
Bid Award	Bid #	
Budget Adjustment		
Change Order		
Informational		
Ordinance		
Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 22, 2019

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request City Council approve the reclassification of one (1) Administrative Assistant II (Grade 17) in the planning department to a Planning Technician (Grade 20) in the planning department. There is NO additional budget adjustments needed to affect this change.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☒	Ordinance	
☐	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

January 22, 2019

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Clerk to enter into an agreement with Global Rental Co. Inc. to rent 2-Altec bucket trucks and 1-Altec digger derrick in 2019 in the amount of \$9,700/month and waive the requirements of competitive bidding. This is a 2019 budgeted item.

COST TO CITY:

Cost of this Request: \$116,400

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>1/22/2019</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Electric</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>(2) Altec Aerial Devices / (1) Altec Digger Derric</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Global Rental Company, Inc</u>		
	<u>1730 Vanderbilt Road</u>		
	<u>Birmingham, AL 35234</u>		
Amount:	Base Amount:	\$	<u>116,400.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>116,400.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
While BEUD is waiting for recently purchased vehicles to arrive in late 2019, three trucks (2-bucket & 1-digger) will be rented from Global to allow the newly formed crew to work. To keep consistent with the other fleet vehicles and so that we maintain the safest operating environment for employees, the rented vehicles will be Altec trucks. Global Rental is the sole source Altec provider in this area.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	

M E M O R A N D U M

DATE: January 22, 2019

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Engineer Director

RE: **Contract with Global Rental Co., Inc.**

The Electric Department recommends to the Mayor and City Clerk enter into a contract Global Rental Co., Inc. to rent two (2) Altec bucket trucks and one (1) Altec digger truck in the amount of \$9,700/month (\$6,400 for the bucket trucks and \$3,300 for the digger) and waive the requirements of competitive bidding.

At the end of 2018, BEUD purchased two bucket trucks and one digger truck for a new crew formed from existing personnel. However, it takes approximately 1-year for those trucks to be constructed and delivered. To allow the crews to begin work immediately, BEUD recommends renting the same style trucks from Global, who is a subsidiary of Altec. Once the purchased trucks arrive, the contract with Global would end and the rented truck returned.

In preparation for this scenario, BEUD placed this rental in the 2019 budget.

Equipment Rental Agreement

(DOT No. _____) agrees to rent from Global Rental Co., Inc., ("Global") the Equipment identified on the Acknowledgement(s) executed, now or hereafter, pursuant to this Agreement, subject to the terms of this Agreement and the Acknowledgement(s). Acknowledgements not executed by you shall nonetheless be fully binding on you upon your taking possession of the Equipment identified therein. This agreement and any related Acknowledgement(s) constitute the complete contract for the rental of Equipment. Other contracts, terms and conditions do not apply unless referenced in this agreement.

1. The term of each rental shall be set forth in the corresponding Acknowledgement and shall continue, without allowance for time not in use, until the Equipment is returned to Global at a location designated by Global. If, during the rental term, the Equipment is damaged, the rental term shall continue until the damage is repaired, to Global's satisfaction.

2. **Your obligations:**

A. **Rent.** You must timely pay the rent set forth on the Acknowledgement(s), absolutely and without any right of setoff. If any rent is not paid on time, you agree to pay a late fee of 1 ½% of the past due balance, for each Billing Cycle, or portion thereof, that the rent remains unpaid.

B. **Damage.** You will be responsible for all damage to or loss of the Equipment that occurs during the rental term. Because Global will have to replace, in its fleet, Equipment that is lost, stolen, or damaged beyond repair, you agree to pay Global the Fair Market Value of the Equipment, set forth in the Acknowledgement, at the time of loss, if the Equipment is lost, stolen, or damaged beyond repair.

C. **Maintenance.** You will maintain the Equipment, at your expense, during the rental term. This includes all routine service and preventative maintenance.

D. **Operation.** You will allow only qualified persons to operate the Equipment, and will assure that its operation is in compliance with any applicable laws, regulations, or standards. **You assume all responsibility for liability, damage, or harm arising from operation of the Equipment during the rental term.**

E. **Insurance.** You will maintain insurance from an "A" rated insurer for general liability, automobile liability, and physical damage, each with limits of at least \$1,000,000, to insure against liabilities arising from your use of the Equipment and to insure against damage to the Equipment. Such physical damage insurance shall include coverage for Fair Market Value of the Equipment. If you obtain the required physical damage coverage through Global, the rate for such coverage and the amount of your deductible will be set forth in the Acknowledgement. You will maintain excess liability insurance in an umbrella form with limits of at least \$3,000,000. You will name Global Rental Co., Inc. as additional insured under General Liability, Automobile Liability, and Physical Damage coverage on a primary/non-contributory basis with a Waiver of Subrogation. You will also name Global Rental as Loss Payee as respects its ownership of the unit. You will also maintain Workers Compensation and Employers' Liability insurance. **Your insurance is primary.** Global's insurance, if any, is secondary to yours. **You will furnish Global an executed Certificate of Insurance meeting the requirements shown on the attached sample Certificate of Insurance.**

F. **Compliance with Laws.** You will comply with all laws and regulations governing possession, maintenance, and operation of the Equipment, including, but not limited to, DOT regulations (including marking requirement), motor vehicle laws, odometer disclosure requirements, ANSI standards, OSHA regulations, and insurance requirements. Global cooperates with all Federal, State, and local law enforcement officials nationwide to provide the identity of customers who operate this rental Equipment. **You agree to provide to Global, no less than monthly, a detailed mileage listing showing miles driven, broken down by state, for each vehicle on rent from Global.**

G. **Sub-rental Prohibited.** You will not sub-rent the Equipment, nor will you allow it to be operated by anyone other than you or your employee.

3. You will indemnify and hold Global harmless from any claim, loss, or expense, arising from your possession and operation of the Equipment or from your failure to meet any of your obligations under this Agreement.

4. **You acknowledge that Global makes no warranty or representation, either express or implied, with respect to the Equipment, its design, its condition, its merchantability, or its fitness for a particular purpose. Global will not be liable for any incidental or consequential damages arising from the Equipment, your use of the Equipment, or any inability to use the Equipment.**

5. Global may terminate this Agreement or any rental hereunder if you fail to pay the required rent, fail to meet any obligation under this Agreement, go out of business, or go bankrupt. Global has the right of immediate possession of the Equipment upon any such termination and additionally may pursue all available remedies it might have.

This ____ day of _____, ____.

By: _____

Title

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH GLOBAL RENTAL CO, INC. FOR THE LEASE OF TWO ALTEC BUCKET TRUKS AND ONE ALTEC DIGGER DERRICK AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

NOW, THEREFORE, BE IT ORDAINED 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 with Global Rental Co., Inc. for the Lease of two Altec bucket trucks and one Altec digger derrick in the amount of \$9,700 per month as set forth in the Proposal attached hereto as Exhibit "A".

Section 2: Because Altec is the manufacturer of the equipment in service with the Bentonville Electric Utility Department and this vendor is the sole lease provider in the area, and because the need to standardize this equipment to promote operator and public safety during critical operations, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

January 22, 2019

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council approve resolution authorizing the Mayor and City Clerk to enter into Guaranteed Maximum Price (\$2,198,946.47) Amendment #2 to the Construction Management Agreement with Clinard Construction for the construction of Station # 7.

COST TO CITY:

Cost of this Request: \$2,198,946

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 2,200,000
Funds Expended to Date	
Remaining Budget	2,200,000
Budget Adjustment	-
Remaining After Adjustment	\$ 2,200,000

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Jake Harper, Finance Director, Gladys Shoemaker, Purchasing Manager
Date: January 22, 2019
Re: Contract for the construction of Station # 7

Fire Department Staff is asking Council to approve resolution authorizing the Mayor and City Clerk to enter into guaranteed maximum price (\$2,198,946.47) Amendment # 2 to the Construction Management agreement with Clinard Construction.

The architectural fees, civil engineering fees, pre-construction fees, and site work was completed in 2018.

Council approved a contract in March of 2018 to Clinard Construction for Station # 7 construction.



AIA® Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

City of Bentonville – Fire Station #7
4508 S.W. Prime Avenue
Bentonville, AR 72712
Phase 2 – Final Site and Building Construction

THE OWNER:

(Name, legal status and address)

City of Bentonville
117 W. Central
Bentonville, Arkansas 72712
Telephone Number: (479) 271-3115

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Clinard Construction Management, Inc.
615 N. Walton Blvd. Suite D
Bentonville, Arkansas 72712

mclinard@clinardconstruction.com

Tel: 479-271-6212

Fax: 479-271-2490

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million One Hundred Ninety Eight Thousand Nine Hundred Forty Six and 47/100 dollars (\$ 2,198,946.47), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

Please see attached Proposal dated January 11, 2019

Init.

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User Notes:

(1247377526)

1

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Cost Code 1925 – Contingency	\$ 50,000.
Cost Code 16800 – Radio & Alerting	\$ 10,000.

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Owner to provide and Contractor to Install the following Items:

- 1) Appliances including Kitchen & Laundry Appliances (except oven hood & fire suppression system)
- 2) Ice maker
- 3) Furniture, Beds, Televisions and Trash Cans
- 4) Paper Towel and Toilet Paper Dispensers
- 5) Air Compressor
- 6) SCBA Compressor
- 7) Bunker Gear Racks, Wall Mounted and Roll-around
- 8) Chemical Mixing Stations
- 9) Air Hose Reels
- 10) BBQ Grill
- 11) Gear Extractor & Dryer

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

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

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Project Manual for Fire Station #7 by Jackson Brown Palculict dated December 11, 2018

Section	Title	Date	Pages
---------	-------	------	-------

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Architectural drawings dated December 11, 2018
 Fire Station #7
 Prime Avenue
 Bentonville, AR

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Invitation to Bid and Bid Form

Addendum #1 – December 21, 2018

Addendum #2 – December 26, 2018

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

November 30, 2019

OWNER (Signature)

Stephanie Orman Mayor
(Printed name and title)

J. Mark Clinard President
(Printed name and title)

Init.

/

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User Notes:

(1247377526)

3



Proposal

Totals; by Phase/Division

Clinard Construction Management, Inc.

Job# 3118 to 3118

6-1-11-54

01/11/19

10:23 AM

Jmark

Page # 1

Item/Cost Code	Description	Amount
3118 Bentonville Fire Station #7 Phase 2		
0 - None		
1000 GENERAL REQUIREMENTS		
1017.000	Printing & Reproductions	1,500.00
1031.000	Bonds & Surety	19,560.00
1032.000	Builders Risk Insurance	5,000.00
1042.000	Project Manager	20,000.00
1043.000	Superintendent	60,000.00
1046.000	General Labor	12,500.00
1061.000	Safety & OSHA Requirements	750.00
1068.000	Water Connection Fees	2,100.00
1310.000	Surveyor & Layout	3,500.00
1410.000	Testing Lab Services	10,000.00
1510.000	Temporary Utilities	2,500.00
1514.000	Construction Toilets	1,550.00
1545.000	Trash Removal & Cleanup	7,600.00
1580.000	Signage, Postage, Misc.	250.00
1590.000	Job Trailer	3,500.00
1610.000	Equipment Rental	1,650.00
1710.000	Final Cleaning	2,088.32
1925.000	Contingency	50,000.00
Division Total:		204,048.32
2000 SITE CONSTRUCTION		
2200.000	Earthwork	1,455.80
2228.000	Backfill Curbs/Fine Grading	14,758.80
2280.000	Soil Treatment	950.99
2516.000	Site Concrete & Paving	175,700.00
2526.000	Concrete Curb & Gutter	4,016.00
2580.000	Pavement Marking	1,104.40
2720.000	Storm Sewerage	10,291.00
2810.000	Irrigation Systems	13,861.61
2848.000	Pipe Bollards	5,913.00
2900.000	Landscaping	50,144.37
Division Total:		278,195.97

Proposal

Continued

01/11/19

Page # 2

Item/Cost Code	Description	Amount
3000 CONCRETE		
3186.000	Light Pole Base	4,518.00
3301.000	Concrete Work	165,414.02
3303.000	Site Concrete	11,546.00
3500.000	Cementious Decks & Toppings	5,020.00
	Division Total:	186,498.02
4000 MASONRY		
4210.000	Brick Masonry	100,400.00
4220.000	Block & Tile Masonry	75,300.00
	Division Total:	175,700.00
5000 METALS		
5011.000	Misc. Steel	19,231.99
5510.000	Metal Stairs	13,005.82
5520.000	Handrails & Railings	7,099.28
	Division Total:	39,337.09
6000 WOOD & PLASTICS		
6101.000	Rough Carpentry Labor	1,807.20
6102.000	Rough Carpentry Materials	2,190.00
6220.000	Millwork	49,404.83
	Division Total:	53,402.03
7000 THERMAL & MOISTURE		
7100.000	Waterproofing	14,742.74
7221.000	6" Vinyl Insulation	31,458.31
7728.000	Ice/Snow Guards	5,837.82
	Division Total:	52,038.87
8000 DOORS & WINDOWS		
8100.000	Metal Doors & Frames	10,400.00
8200.000	Wood Door Labor	5,120.40
8210.000	Wood Doors	6,200.00
8305.000	Access Doors	110.00
8360.000	Sectional OH Doors	53,526.06
8410.000	Aluminum Entrances & SF	20,747.66
8705.000	Finish Hardware	17,300.00
	Division Total:	113,404.12
9000 FINISHES		
9270.000	Metal Studs/Drywall/Accoustic	95,239.44
9541.000	Cultured Marble	13,492.59
9699.000	Flooring	16,566.00
9825.000	Polished Concrete Floors	18,469.08
9901.000	Painting	40,280.48

Proposal

Continued

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Item/Cost Code	Description	Amount
10000 SPECIALTIES		
	Division Total:	184,047.59
10115.000	Markerboards	1,200.40
10352.000	Ground Set Flagpoles	2,995.00
10420.000	Plaques	1,300.00
10430.000	Exterior Signs	5,700.00
10440.000	Interior Signs	185.00
10810.000	Toilet Accessories	1,501.80
11000 EQUIPMENT		
	Division Total:	12,882.20
11001.000	Owners Equipment	1,746.96
11135.000	TV Mounts	301.20
11148.000	Exhaust Extraction Equipment	76,540.50
11425.000	Hood/Ventilation Systems	502.00
11452.000	Appliances	1,000.00
12000 FURNISHING		
	Division Total:	80,090.66
12520.000	Shades	3,539.10
13000 SPECIAL CONSTRUCTION		
	Division Total:	3,539.10
13121.000	Pre-Engineered Buildings	172,588.43
13121.005	PEMB Steel Erection	85,340.00
15000 MECHANICAL		
	Division Total:	257,928.43
15300.000	Fire Protection	49,946.99
15400.000	Plumbing	186,041.20
15500.000	Heating, Ventilating, & Air Co	90,897.14
15522.000	Fire Extinguishers	555.40
16000 ELECTRICAL		
	Division Total:	327,440.73
16050.000	Electrical	180,994.09
16605.000	Fire Alarm System	13,485.00
16625.000	Access Control System	16,867.20
16650.000	Video & Closed Circuit Systems	2,830.28
16700.000	Communications	6,216.77
16800.000	Radio and Alerting System	10,000.00
Division Total:		230,393.34

Proposal

Continued

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Item/Cost Code	Description	Amount
Phase Total:		2,198,946.47
Grand Total:		2,198,946.47

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO GUARANTEED MAXIMUM PRICE AMENDMENT #2 TO THE EXISTING AGREEMENT WITH CLINARD CONSTRUCTION MANAGEMENT, INC. FOR BENTONVILLE FIRE STATION #7 CONSTRUCTION.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into Guaranteed Maximum Price Amendment #2 to the existing agreement with Clinard Construction Management, Inc. for ongoing construction of the Bentonville Fire Station #7 as set forth in the Amendment 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 _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK