



**Finance Committee
Meeting Agenda
July 22, 2025
4:30 PM
City Council Chambers**

City Council Members:

Gayatri Agnew	Ward 1, Position 2
Cindy Acree	Ward 2, Position 1
Bill Burckart	Ward 3, Position 2

***If the public would like to attend virtually, please log on at the following link: <https://us02web.zoom.us/j/89139307844?pwd=ZWMxNVhRby9RVElhd1pyZzluVmdHZz09>**

Call to Order/Roll Call

Items For Discussion

- | | |
|-------------------------------------|----------------------|
| 1. Leak Update | Informational |
| 2. CIP Review | Informational |
| 3. Second Quarter Discussion | Informational |
| 4. Cash Flow Discussion | Informational |

City Council Items To Be Considered

- | | |
|--|-------------------|
| 1. Section I Item 2 from the City Council
Agenda: Resolution to Approve a
Budget Adjustment for Public Safety
Radio Maintenance | Resolution |
| Resolution authorizing a budget adjustment in the amount of \$327,207.90 (includes all applicable taxes) for radio maintenance as specified in RACOM contract, addendum II. A budget adjustment is needed. | |
| 2. Section I Item 13 from the City Council
Agenda: Resolution Entering an
Agreement with Byrne & Jones Sports
Construction to Replace Artificial Turf | Resolution |
| A resolution authorizing the Mayor and City Clerk to enter into an agreement with Byrne & Jones Sports Construction thorough Tips Contract No. 23020101, in the | |

amount of \$1,129,000.00 for the replacement of artificial turf at the Memorial Park Baseball and Softball Complex. A budget adjustment is needed.

3. **Section II Item 1 from the City Council** **Resolution**
Agenda: Resolution Amending IFB-25-
32 - IDIQ Water and Sewer Maintenance
Work Agreement

Resolution amending the 2025 budget and authorizing the Mayor and City Clerk to amend the IDIQ contract for Hickman Underground, LLC, increasing the amount by \$500,000.00. Utility Board approved 5-0. A budget adjustment is needed.

4. **Section II Item 4 from the City Council** **Resolution**
Agenda: Resolution to Enter an
Agreement with Garver for Shewmaker
Basin Design Amendment #1

Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Garver Engineering in the amount of \$560,190.00 for final design of the Shewmaker Basin Phase 1 Interceptor Improvements. Utility Board approved 5-0. A budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):



MEMORANDUM

Police Department

TO: City Council and Mayor Stephanie Orman
FROM: Ray Shastid, Chief of Police
DATE: July 22, 2025
SUBJECT: Bentonville Police Department – Radio Maintenance Contract

This resolution authorizes a budget adjustment of \$327,207.90 (includes all applicable taxes) for the radio maintenance contract with RACOM. The contract was set to commence in the second year following the acceptance of the new radio system, which was accepted ahead of schedule on May 26, 2025, due to the unexpected failure of the prior public safety radio system. During the 2026 budget review process, it was identified that the maintenance contract was erroneously scheduled to begin in 2025 rather than 2026, as originally intended. This amount is requested to be split between police and fire communications budgets for 2025.

SECTION 6. PRICE: The Total Contract Price to be paid by Buyer to Seller is Twelve million, one hundred and one thousand, one hundred twenty-four dollars (\$12,101,124). The individual prices for the units of Hardware, Software licenses, Civils, Tower and site work, and Services is \$6,502,243. The price for the Service Maintenance Fees is set forth in Exhibit F -- Addendum II is \$5,598,881.

Attached is Addendum II that lays out future pricing for the remaining contract.



RACOM Corporation
526 S Locust Lane
Moses Lake WA 98837
United States
www.racom.net

INVOICE

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

DATE: 6/18/2025
CONTRACT #: 100532
INVOICE #: INV33478
COVERAGE DATES: 6/1/2025 to 5/31/2026

BILL TO:

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

SHIP TO:

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

REMITTANCE INFORMATION

PAYMENT BY ACH/WIRE

Bank Name: California Bank & Trust
Checking Account# 5802148493
ACH Routing# 122232109
Wire Routing# 121002042
Email Remittance Advice to: ar@racom.net

CONTACT INFORMATION

Accounts Receivable Dept. ar@racom.net
Customer Success Team orders@racom.net
Main Office (p) 641-752-5820
(f) 641-752-0674

SALES REP	PO #	SHIPPING METHOD	DUE DATE	TERMS	TRACKING #
			7/18/2025	Net 30	

ITEM	DESCRIPTION	TAX RATE	QTY Ordered	QTY Billed	Unit Price	Extended Price
Maintenance Contract	System Maintenance	9.5%	1	1	\$168,250.00	\$168,250.00
Maintenance Contract	Software Maintenance	9.5%	1	1	\$38,889.00	\$38,889.00
Maintenance Contract	Mobile Maintenance	9.5%	1	1	\$20,340.00	\$20,340.00
Maintenance Contract	Portable Maintenance	9.5%	1	1	\$17,100.00	\$17,100.00
Maintenance Contract	Control Station Maintenance	9.5%	1	1	\$780.00	\$780.00



RACOM Corporation
526 S Locust Lane
Moses Lake WA 98837
United States
www.racom.net

INVOICE

ITEM	DESCRIPTION	TAX RATE	QTY Ordered	QTY Billed	Unit Price	Extended Price
Maintenance Contract	Fire Station Alerting	9.5%	1	1	\$19,751.00	\$19,751.00
Refresh Maintenance Contract	Hardware Refresh	9.5%	1	1	\$33,710.00	\$33,710.00

Customer Note:

SUBTOTAL	\$298,820.00
TAX TOTAL	\$28,387.90
TOTAL	\$327,207.90
AMOUNT PAID	\$0.00
AMOUNT DUE	\$327,207.90

Bentonville Maintenance				5 YR Total	10 YR Total	15 YR Total	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Extended Maintenance																				
Extended Maintenance																				
Comprehensive System Maintenance, includes: LMR Core, Sites and Consoles Site Generators and HVAC Microwave	1			\$ 703,895	\$ 1,709,270	\$ 2,874,774	\$ 168,250	\$ 173,298	\$ 178,496	\$ 183,851	\$ 189,367	\$ 195,048	\$ 200,899	\$ 206,926	\$ 213,134	\$ 219,528	\$ 226,114	\$ 232,897	\$ 239,884	\$ 247,081
24x7 Monitoring																				
24x7 Help Desk with unlimited support																				
Unlimited End User support																				
Equipment Repair - Parts, Labor, Travel																				
Local Repair (if possible) of accessories																				
Annual Preventative Maintenance - System																				
Unlimited Radio Reprogramming																				
Installation of all Software patches, updates and releases																				
Software Maintenance, includes	1			\$ 162,697	\$ 395,077	\$ 664,470	\$ 38,889	\$ 40,056	\$ 41,257	\$ 42,495	\$ 43,770	\$ 45,083	\$ 46,435	\$ 47,829	\$ 49,263	\$ 50,741	\$ 52,264	\$ 53,831	\$ 55,446	\$ 57,110
3rd Party Software Updates																				
L3H Priority TAC																				
SMS																				
Sums+																				
Hardware Refresh for L3H	1			\$ 141,030	\$ 342,463	\$ 575,980	\$ 33,710	\$ 34,721	\$ 35,763	\$ 36,836	\$ 37,941	\$ 39,079	\$ 40,252	\$ 41,459	\$ 42,703	\$ 43,984	\$ 45,303	\$ 46,663	\$ 48,062	\$ 49,504
Includes upgrades to servers, switches , routers and licenses to upgrade L3H LMR infrastructure as necessary to accommodate new software revisions.																				
Does not include radios and accessories or consoles and accessories																				
Radio End User Comprehensive Support																				
All Subscriber Maintenance includes:																				
Unlimited End User refresher training by local techs																				
Annual Preventative Maintenance - Radios																				
Extended Mobile Maintenance	339	\$ 120		\$ 85,095	\$ 328,177	\$ 609,977	\$ 20,340	\$ 20,950	\$ 21,579	\$ 22,226	\$ 45,786	\$ 47,159	\$ 48,574	\$ 50,031	\$ 51,532	\$ 53,078	\$ 54,671	\$ 56,311	\$ 58,000	\$ 59,740
Extended Portable Maintenance	285	\$ 120		\$ 71,540	\$ 275,901	\$ 512,812	\$ 17,100	\$ 17,613	\$ 18,141	\$ 18,686	\$ 38,492	\$ 39,647	\$ 40,837	\$ 42,062	\$ 43,324	\$ 44,623	\$ 45,962	\$ 47,341	\$ 48,761	\$ 50,224
Extended Control Station Maintenance	13	\$ 120		\$ 3,263	\$ 12,585	\$ 23,391	\$ 780	\$ 803	\$ 828	\$ 852	\$ 1,756	\$ 1,808	\$ 1,863	\$ 1,919	\$ 1,976	\$ 2,035	\$ 2,097	\$ 2,159	\$ 2,224	\$ 2,291
Extended Pager Maintenance																				
Fire Station Alerting	1			\$ 82,632	\$ 200,655	\$ 337,476	\$ 19,751	\$ 20,344	\$ 20,954	\$ 21,583	\$ 22,230	\$ 22,897	\$ 23,584	\$ 24,292	\$ 25,020	\$ 25,771	\$ 26,544	\$ 27,340	\$ 28,161	\$ 29,005
Extended Pager Maintenance is time and material (recommended)	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bentonville Maintenance TOTAL				\$ 1,250,152	\$ 3,264,129	\$ 5,598,881	\$ 298,820	\$ 307,785	\$ 317,018	\$ 326,529	\$ 379,342	\$ 390,722	\$ 402,444	\$ 414,517	\$ 426,953	\$ 439,761	\$ 452,954	\$ 466,543	\$ 480,539	\$ 494,955

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2025 BUDGET, FOR RADIO MAINTENANCE WITH RACOM, IN THE AMOUNT OF THREE HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED SEVEN DOLLARS AND NINETY CENTS (\$327,207.90); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department requests a budget adjustment to pay for radio maintenance with RACOM;

WHEREAS, this amount is being split between the police and the fire departments; and

WHEREAS, a budget adjustment is necessary.

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

Section 1: The 2025 budget is hereby adjusted to appropriate one hundred sixty-three thousand six hundred three dollars and ninety-five cents (\$163,603.95) from General fund reserves to Account #102010-44210 – Communication;

Section 2: The 2025 budget is further adjusted to appropriate one hundred sixty-three thousand six hundred three dollars and ninety-five cents (\$163,603.95) from General fund reserves to Account #102020-44210 Communication;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

Memo



To: City Council Members and Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: July 7, 2025
Re: A Resolution for the Mayor and City Clerk to enter into an agreement with Byrne & Jones Sports Construction in the amount of \$1,129,000.00 for synthetic turf replacement at the Memorial Park Baseball & Softball Complex.

Parks and Recreation staff are seeking City Council's approval of a resolution for the Mayor and City Clerk to enter into an agreement with Byrne & Jones Sports Construction in the amount of \$1,129,000.00 for synthetic turf replacement at the Memorial Park Baseball & Softball Complex.

During the May 2024 storm, the turf infields at the Memorial Park Baseball and Softball Complex sustained significant damage due to flooding and debris infiltration. The force of the floodwaters caused the turf surfaces to lift and resettle unevenly. Additionally, 28 light fixtures were shattered, scattering glass debris across the fields.

In the immediate aftermath, Parks staff and contracted professionals conducted extensive cleanup efforts, including debris removal, sweeping, and field repairs. Despite these efforts, multiple independent engineers and FEMA have determined that the turf fields require full replacement to restore them to their previous condition.

The turf replacement project is scheduled to begin this fall, pending approval of the contract. Byrne & Jones, a highly regarded sports field contractor with specialized expertise in turf replacement, has been selected through their TIPS cooperative purchasing contract to complete the work. They have successfully completed similar projects at Phillips Park (seven new turf infields) and Creekside Park (new turf pitch).

This project will be fully funded through a combination of FEMA reimbursement (\$846,750.00) and Bentonville Advertising and Promotion Commission funds (\$282,250.00). A budget adjustment is necessary to receive these funds.

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

From: [Kalene Griffith](#)
To: [David Wright](#); [Josh Stacey](#)
Subject: Funding Support for Memorial Park Ballfields Turf Replacement
Date: Friday, June 27, 2025 9:33:56 AM
Attachments: [image001.png](#)

David,

On behalf of the Bentonville Advertising and Promotion Commission, I am pleased to confirm the approval of \$282,250 from the Parks and Facilities funds to support the replacement of the sports turf at Memorial Park Ballfields. This project represents a vital step in fully restoring Memorial Park following the damages sustained during the May 2024 tornado. We recognize the importance of this facility in hosting local, regional, and national events, and we are committed to ensuring its quality and long-term viability for our community and visitors.

As discussed, Visit Bentonville can allocate \$200,000 of the approved amount within the next couple of months. The remaining balance of \$82,250 will be disbursed in October or November 2025, aligning with the intended project construction schedule.

We are proud to partner with Bentonville Parks and Recreation to help enhance our city's recreational assets.

Best regards,

Kalene Griffith



KALENE GRIFFITH

PRESIDENT/CEO

VISIT
Bentonville

O: 479.326.8142 | C: 479.877.0077

406 SE 5th Street Suite 6, Bentonville, AR 72712

visitbentonville.com | 479.271.9153

"If everything is under control, you are going too slow."

-Mario Andretti



Byrne & Jones

SPORTS CONSTRUCTION

13940 St. Charles Rock Road

ST. LOUIS, MO 63044

PHONE: (314) 567-7997

FAX: (314) 567-1828

WWW.BYRNEANDJONES.COM/sports

DATE: 7/8/25

City of Bentonville Parks
215 SW A St
Bentonville, AR 72712

Attn: Josh Stacey

Re: Memorial Park Field Proposals

Dear Josh,

On behalf of Byrne & Jones Construction's Sports Division, I would first like to thank you for the opportunity to submit our proposal for the Athletic Facility Improvements. Our team has reviewed the project thoroughly and we have assembled an attractive and competitive package for the district.

Since 1976, our people at Byrne & Jones have been guided by the foundation of our core values. Our team of talented builders pledge to always **DO THE RIGHT THING** and we will **DO WHAT IT TAKES** regardless of the challenge in front of us. We accomplish this through the **MUTUAL TRUST & RESPECT** that we have for our people and our customers. Last but not least, our resume and qualifications speak for themselves. **WE ARE THE EXPERTS** in Sports Construction.

In the following pages you find our proposal for your review. Some key aspects of our proposal includes:

- Qualifications
- General Conditions
- Scope of Work
- Pricing
- Alternates
- Warranties

If you have any questions or need anything at all, please feel free to use us as a resource.

Sincerely,

Jay Garner
Business Development Manager
Byrne & Jones Construction | Sports Division
314-303-8683



FIELDS | TRACKS | COURTS | PARKS & REC



Byrne & Jones

SPORTS CONSTRUCTION

13940 St. Charles Rock Road
ST. LOUIS, MO 63044
PHONE: (314) 567-7997
FAX: (314) 567-1828

WWW.BYRNEANDJONES.COM/sports

PROJECT	City of Bentonville – Memorial Park Softball Fields	DATE	7/8/25
TO	Josh Stacey	PLANS	Per B&J dated 05/31/24
FROM	Jay Garner	SPECS	ASBA Standards

QUALIFICATIONS

- Starting in 1976, B&J has completed over **700 running tracks, 600 athletic fields, and 350 courts.**
- Byrne & Jones is a member of the American Sports Builders Association (**ASBA**) since 2009
- Byrne & Jones has **EIGHT** ASBA Certified Synthetic Turf Field Builders on Staff (CFB-S)
- Byrne & Jones has **ONE** ASBA Certified Field Builders on Staff (CFB)
- Byrne & Jones has **THREE** ASBA Certified Track Builders on Staff (CTB)
- Byrne & Jones Sports General Manager, Jameson Sheley serves on the **Board of Directors** of the ASBA
- Byrne & Jones has been honored with **SIXTEEN** ASBA Excellence Awards

GENERAL CONDITIONS

- Provide project renderings, shop drawings, and detailed drawings for owners approval prior to construction
- Pre-construction meeting to be held prior to mobilization to the site
- Secure applicable permits required include City, County, and State
- Owner shall provide reasonable access to the jobsite for construction, material deliveries, and material laydown
- Mobilization of necessary material, equipment and labor to the job site
- Provide dedicated on-site project superintendent and office/field project manager
- Provide on-site supervision of all staging area, material and equipment delivery
- In-House Professional Surveying provided for layout of our work
- Provide portable restrooms, dumpsters, and construction fencing as needed
- Provide as-built drawings upon completion
- Conduct final walkthrough with owner for project acceptance
- Provide maintenance manual and training of owner personnel
- B&J's proposal includes all necessary items to complete the detailed scope of work. No additional costs will be incurred unless the owner elects to add scope to the project or through unforeseen circumstances.
- Our proposal only includes known/foreseeable circumstances or conditions. Unforeseen circumstances or items not listed in this proposal are not included. Any work provided outside of the scope of work listed in this proposal can be provided for an additional cost by a mutually agreed to change order.



FIELDS | TRACKS | COURTS | PARKS & REC



Byrne & Jones

SPORTS CONSTRUCTION

13940 St. Charles Rock Road

ST. LOUIS, MO 63044

PHONE: (314) 567-7997

FAX: (314) 567-1828

WWW.BYRNEANDJONES.COM/sports

SOFTBALL INFIELD R&R – FIELDS 1 – 9

- Mobilization of necessary material, labor, and equipment to complete our scope of work
- Remove and dispose of existing synthetic turf at (9) softball infields
- Laser grade existing rock base as needed for turf installation
 - Does not include installation of additional aggregate base material
- Furnish and install new synthetic turf for infields with markings and color to match the existing fields
 - Synthetic turf for softball layout only
 - Synthetic turf to be Shaw Sports Turf TruHop 1.5
- Backfill & sod all areas disturbed by B&J during construction

TOTAL INVESTMENT = \$1,129,000



FIELDS | TRACKS | COURTS | PARKS & REC



Byrne & Jones

SPORTS CONSTRUCTION

13940 St. Charles Rock Road

ST. LOUIS, MO 63044

PHONE: (314) 567-7997

FAX: (314) 567-1828

WWW.BYRNEANDJONES.COM/sports

WARRANTIES

- 8 year synthetic turf manufacturer's/general contractors warranty
- 1 year civil construction/general contractors warranty

NOTES/EXCLUSIONS

1. Price does not include any storm water detention or water quality above our standard rock section.
2. Price does not include any work not specified in the above proposal.
3. Includes mobilization in (1) phase.
4. Price based on normal working hours and days.
5. Price based on mutually agreeable contract language.
6. Price based on complete access to the jobsite.
7. Price does not include any rock breaking, blasting, excavation, or removals.
8. Price does not include the testing for, removal or disposal of contaminated or unsuitable soils.
9. Any modification to rock, asphalt, and material type must be mutually agreed upon.
10. Price does not include any pavement repairs due to construction traffic.
11. Unless otherwise noted, Soil Stabilization is not included in this proposal.
12. This proposal falls under Shaw Sports Sourcewell contract # 031622-SII
13. Net 30 payment terms.
14. Pricing is good for 30 days.

If you have any questions, please feel free to contact me.

Sincerely,



Jay Garner
Business Development Manager

ACCEPTED BY :

Print Name, Title

Signature

Date



FIELDS | TRACKS | COURTS | PARKS & REC

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH BYRNE & JONES SPORTS CONSTRUCTION, FOR ARTIFICIAL TURF AT MEMORIAL PARK, IN THE AMOUNT OF ONE MILLION ONE HUNDRED TWENTY-NINE THOUSAND DOLLARS (\$1,129,000.00); AMENDING THE 2025 BUDGET TO FUND SAID PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the artificial turf at Memorial Park was damaged during the May, 2024 extreme weather event;

WHEREAS, Byrne & Jones Sports Construction was selected through a cooperative purchasing agreement Tips Contract No. 2302010, in compliance with the City's Purchasing and Compliance Policy;

WHEREAS, this will be funded through FEMA reimbursement and funds from the A&P Commission; and

WHEREAS, a budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Byrne & Jones Sports Construction, in an amount not to exceed one million one hundred twenty-nine thousand dollars (\$1,129,000.00), for artificial turf at Memorial Park;

Section 2: The 2025 budget is hereby adjusted to recognize two hundred eighty-two thousand two hundred fifty dollars (\$282,250.00) into Account #105030-37030 – Advertising & Promotion Contributions and transfer the same into Account #105030-47390 – Improvement Other than Building/Project;

Section 3: The 2025 budget is further adjusted to appropriate eight hundred forty-six thousand seven hundred fifty dollars (\$846,750.00) from General fund reserves to Account #105030-47390 – Improvement Other than Building/Project;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
----------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

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

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the “Amendment”), dated July 22, 2025 is made by the City of Bentonville, Arkansas (“City”) and Hickman Underground, LLC (“Contractor”), parties to the Invitation for Bid (IFB)-25-32 with Bentonville Water Department, for Indefinite Delivery – Indefinite Quantity (IDIQ) Water and Sewer Maintenance Work, dated April 22, 2025 (the “Agreement”).

1. The Original Agreement that was approved by City Council on April 8, 2025, in an amount not to exceed \$500,000 per year for each contract awarded.
2. The Agreement is Amended as follows:
3. The estimated total of payments for the contract is estimated to be \$1,000,000.00 per contract term.
4. This Amendment shall be effective immediately when fully executed.
5. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____
Stephanie Orman, Mayor

DATE: _____

Company Name: _____

BY: _____

Name(printed): _____

DATE: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
AN AMENDED AGREEMENT WITH HICKMAN UNDERGROUND, LLC,
INCREASING THE CONTRACT AMOUNT BY FIVE HUNDRED THOUSAND
DOLLARS (\$500,000.00); AMENDING THE 2025 BUDGET; AND FOR OTHER
PURPOSES.**

WHEREAS, the City of Bentonville entered into a contract with Hickman Underground, LLC. dated April 8, 2025;

WHEREAS, the need has arisen to amend the contract to continue repairs to the water service lines and reduce water loss; and

WHEREAS, a budget adjustment is needed to fund this amendment.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Hickman Underground, LLC. for additional services, increasing the contract amount by five hundred thousand dollars (\$500,000.00);

Section 2: The 2025 Budget is hereby adjusted to appropriate five hundred thousand dollars (\$500,000.00) from Utility Fund Reserves into Account #503020-44450 – Public Works by Project Maintenance;

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

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

PASSED and APPROVED this ____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):



**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF BENTONVILLE, ARKANSAS
Project No. 2302097**

CONTRACT AMENDMENT NO. 01

This Contract Amendment No. 01 ("Amendment"), effective on the date last written below, shall amend the original contract between the City of Bentonville, Arkansas ("Owner") and Garver, LLC ("Garver"), dated August 20, 2024, referred to in the following paragraphs as the "Agreement."

The Agreement is hereby modified as follows:

EXHIBIT A – SCOPE OF SERVICES

1. The attached hereto Exhibit A-1 is to be included, in its entirety, as a part of Exhibit A of the Agreement.

Exhibit B – Compensation Schedule

2. The attached hereto Exhibit B-1 is to be included, in its entirety as a part of Exhibit A of the Agreement.

Terms and conditions of the Agreement not modified herein remain unchanged and in full force and effect.

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.



CITY OF BENTONVILLE, ARKANSAS

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Jerry T. Martin, PE
Printed Name

Title: _____

Title: Water Team Leader

Date: _____

Date: _____

Attest: _____

Attest: _____



EXHIBIT A-1 AMENDED SCOPE OF SERVICES

Project Overview

Generally, Amendment No. 01 is providing additional professional engineering services for the Bentonville Sewer Improvements and Master Plan. Review of the existing interceptor model with the known project developments in the Shewmaker Sewer Basin confirmed substantial improvements to the entire 10-inch to 12-inch Shewmaker Interceptor are required. However, due to the accelerated construction schedule of the known development projects in the Shewmaker Sewer Basin, the Shewmaker Interceptor improvements will be separated into two design and construction phases.

The two phases of the Shewmaker Sewer Basin improvements are being contracted as separate amendments. Amendment No. 01 focuses on the improvements required for the lower Shewmaker sewer basin. Amendment No. 02 will focus on the improvements required for the upper Shewmaker sewer basin as well as design of a new 7 MGD North Lift Station and force main to the Water Resource Recovery Facility (WWRF). The improvement design is based on the existing system assessment model with the anticipated known project loads in the upper Shewmaker Sewer Basin. The future system assessment model provided by the City is being used to determine maximum infrastructure loads and required interceptor sizing for the design. The preliminary existing and future models from the City were contracted to be completed and reviewed for quality control by a separate consulting firm. Garver was not contracted to perform any additional review of the models provided by the City.

Although the design of the interceptor is proposed to be separated into two phases, topographic survey and manhole invert elevations will be collected for the entire 10-inch to 12-inch interceptor from North Lift Station to MH 363-6129 at E Battlefield Blvd and E Central Ave to support quality and efficient design.

Phase 01 of the Shewmaker Interceptor Improvements is being captured in this Amendment No. 01 and has been identified as an immediate critical project to support the known development projects within the lower Shewmaker Sewer Basin. The scope of services for Phase 01 includes preliminary and final design plans for upgrading approximately 6,700 linear feet of the existing interceptor consisting of 12-inch Vitrified clay pipe (VCP) from the North Lift Station to MH 320-3331, at the interceptor junction south of NE Tiger Blvd, to 24-inch PVC.

Phase 02 of the Shewmaker Interceptor Improvements has been identified as Amendment No. 02 and a critical project to support the future known development projects in the upper Shewmaker Sewer Basin. Phase 02 includes the preliminary and final design plans for upgrading approximately 9,000 linear feet of 10-inch to 12-inch VCP Interceptor in the upper Shewmaker Basin to 18-inch and 24-inch PVC, design of a new 7 MGD North Lift Station and design of 3,400 linear feet of new 18" force main to the WWRF. The Phase 02 interceptor improvements will be between MH 320-3331 at the interceptor junction south of NE Tiger Blvd and MH 363-6129 at E Battlefield Blvd and E Central Ave.

Upon completion of the preliminary and final design of each phase an opinion of probable construction cost (OPCC) will be developed for the improvements.

1. Project Management – Phase 01

- a. General Project Management & Document Control - Manage all efforts of the project team, individual team members, client coordination and sub-consultant management and



coordination. Manage and maintain appropriate records and documentation of project decisions, modifications, activities, communication, correspondence, and schedules.

- b. Kick-off Meeting – Conduct one (1) 2-hour in-person meeting with the Owner engineering staff to accelerate design process to hit accelerated design and construction timelines. Meeting minutes will be prepared and distributed by Garver.
- c. Progress Meetings – Conduct monthly progress meetings with the Owner. These meetings will be held in-person with a virtual option. Meeting agenda and minutes will be prepared and distributed by Garver.
- d. Quality Control - At the major milestones a Principal or Senior Engineer will conduct a review of the design. The quality review will follow the engineer's guidelines and procedures that have been established to ensure the application of industry design practices.
- e. Permitting and Stakeholder Coordination
 - Arkansas Department of Energy and Environment (ADEE) – This task includes submittal of Short Term Activity Authorizations (STAAs) and stormwater pollution prevention plan (SWPPP) for regulatory compliance review and comments. Coordinate and develop responses to regulatory review comments as directed by the Owner.
 - Arkansas Department of Health (ADH) – This task includes support for City of Bentonville in the submission of the preliminary and final design documents for review, coordination and comments. Coordinate and develop up to 2 responses to regulatory review comments as directed by the Owner.
 - US Army Corps of Engineers (USACE) – This task includes coordination with USACE throughout the preliminary and final design phase. It is assumed that construction impacts will qualify under a NW-58 general permit and no formal permit will be required. It is assumed that construction impacts of streambank restoration within the utility easement will qualify under NWP 13. This task does not include the preparation of an individual permit (IP).
 - Benton/Washington Regional Public Water Authority (BWRPWA / "Two-Ton") - This task includes general coordination with Two-Ton throughout the preliminary and final design phase to coordinate sewer alignment and construction near the existing Two-Ton water transmission lines and planned transmission main relocations. This task includes one (1) design coordination meeting with Two-Ton.
 - City of Bentonville (CoB) – This task includes submittal of an in-house large scale permit application and final design documents for CoB review and approval. This task also includes support for three rounds of CoB comments, including coordinating and developing responses to review comments as well as updating design documents as needed.
 - Miscellaneous Stakeholder Coordination – identify and perform general coordination with remaining stakeholders to understand potential design impacts, permitting requirements, and construction constraints. This coordination will be done via phone or email and does not include additional coordination meetings.



2. FEMA / No-Rise Certificate – Phase 01

a. City of Bentonville No-Rise Certification

The proposed project is located near the confluence of Shewmaker Creek and Town Branch Creek; these creeks are both mapped as Zone AE with floodway by FEMA. The proposed project is within the shared 1% annual chance floodplain of both creeks, but outside of the regulatory floodways. Garver will perform hydraulic analyses on Shewmaker Creek to determine the potential effects of the proposed project on the 1% annual chance floodplains.

The Benton County Flood Insurance Study (FIS) Report provides a summary of discharges along Shewmaker Creek and Town Branch Creek. These flows will be utilized for the hydraulic analyses. No additional hydrologic analyses will be performed; any required hydrologic analyses will be considered additional services.

Garver is currently performing a hydraulic analysis on Shewmaker Creek for a separate project and has already acquired the Effective hydraulic model. This model is a 1-dimensional (1D) HEC-RAS model. This model will be utilized for the Existing (Pre-Project) Conditions Model for Shewmaker Creek and will be updated per the proposed design to reflect Proposed (Post-Project) Conditions. Floodway runs will be conducted using the Effective floodway boundary to determine any adverse impacts to the floodway along Shewmaker Creek.

Based on the hydraulic analyses of Shewmaker Creek, a no-rise condition within the floodplain will be determined. Up to two (2) proposed conditions will be iterated to determine the design required to meet a no-rise. A hydraulic report will be developed describing the analyses, and a no-rise certificate will be provided if the proposed project shows no-rise to the existing Base Flood Elevations (BFEs) of both creeks. Because the net fill due to the project is estimated to be relatively small or none, the project is anticipated to cause no rise to the BFEs of both creeks. If the proposed project cannot meet the no-rise condition, a map revision will be required, and the tasks required for a map revision are not included in this scope and would be considered additional services.

3. Survey – Phase 01

a. Design Surveys

Garver will provide field survey data for detailed design of projects, as agreed to by Owner. This survey will be tied to the Owner's control network, with extents identified and agreed to in writing with Owner.

Garver will conduct field surveys, using Aerial Drone LiDAR, GPS, and radial topography methods, at intervals and for distances at and/or along the Project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Aerial Drone LiDAR for the entirety of the Phase 01 and Phase 02 project areas have been included in this phase to increase consistency in survey data and efficiency in design.

Garver will locate all existing sewer manholes with rim and invert elevations, buildings and other structures, streets, drainage features, trees over eight inches in diameter, and visible utilities, as well as those underground utilities marked by their owners and/or representatives



and any other pertinent topographic features that may be present at and/or along the Project site for Phase 01. Additionally, existing sewer manholes with rim and invert elevations for Phase 02 will be collected in this phase increase consistency in survey data and efficiency in design. Garver will establish control points for use during construction.

b. Property Surveys

Garver will locate existing monumentation representing property lines, right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver.

Prepare right-of-entry (ROE) letters using the Owner's template for each affected property to perform necessary surveys. If property owners do not respond to the initial letter, send a follow-up request letter via certified U.S. Mail, return receipt requested. Furnish the return receipt to the Owner as evidence of its compliance with this paragraph.

4. Property Acquisition Documents (5 properties max) – Phase 01

a. Exhibits and Documentation

Garver will provide mapping as required for preparing easement acquisition documents to Garver's property acquisition sub-contractor to use in acquiring the easements necessary for the project. Documentation will include a key map showing all affected properties and an individual tract map with written description of temporary and permanent acquisition for each property. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than five (5) properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

Garver will develop property owner notification letters, project information cards, and a project information PDF. Garver will distribute the property owner notification letters to the surrounding property owners. The project information cards will be used by all team personnel onsite to distribute to the public. This information card will be used to direct interested parties to the information website. The city will use the project information PDF to host an informational website that will be updated throughout the course of the project.

b. Property Acquisition Services

Garver will sub-contract a property acquisition service and provide acquisition documents to sub-contractor. Property appraisals and negotiations will be coordinated with the Owner for approval and provide negotiation services with property owners for required easements.

5. Geotechnical Investigation – Phase 01

Garver will determine geotechnical exploration locations for design and constructability of improvements. Garver will sub-contract geotechnical exploration services to determine general subsurface conditions at those locations and to gather data on which to base a geotechnical evaluation with respect to the proposed construction. The geotechnical exploration will gather



data for testing of subsurface soils, depth and type of rock, ground water, and other information needed for identification of excavation, backfill type and depth, and foundation designs.

The work will include test borings, laboratory analysis and geotechnical evaluation appropriate to address the geotechnical aspects of the proposed construction. The geotechnical exploration results & report will be provided to BWU as a stand-alone document from the geotechnical consultant.

The scope of services will include geotechnical site reconnaissance and subsurface exploration by test bores and laboratory analysis. The proposed subsurface exploration will consist of five (5) total test borings. During the advancement of each boring, disturbed samples will be collected using Standard Penetration Testing (SPT). Each boring will be advanced to the planned termination depth or auger refusal, whichever occurs first. Four (4) SPT samples will be collected in the upper 10 feet of each boring, followed by 5-foot sampling intervals thereafter. It should be noted that rock coring is not included in this proposal.

The following summarizes the proposed drilling program for Phase 01:

1. Four (4) test bores to a depth of 15 feet or auger refusal
2. One (1) test bore to a depth of 40 feet (including rock coring).

6. Environmental Services – Phase 01

a. Wetland Delineation

Garver will complete a wetland delineation of the Phase 1 Wetland Study Area, which comprises a total of approximately 4.1 acres and is defined as a 20-foot-wide corridor totaling 1.3 miles long for the proposed alignment and 40-foot-wide corridors for the potential re-route areas, which total approximately 0.2 mile long. These potential re-route areas are likely needed to accommodate a 20-foot-wide temporary construction easement (TCE), staging areas, and/or permanent easements per property owner negotiations. The delineation will include field evaluation and mapping of jurisdictional waters of the United States, including streams, in accordance with the regulatory guidance as of the date of notice to proceed. Each potentially jurisdictional feature will be mapped with a sub-meter GPS, which will be used to create shapefiles for use in determining avoidance and minimization of impacts. The delineation will utilize methodologies outlined in the Supplement to the Corps of Engineers Wetlands Delineation Manual: Eastern Mountains & Piedmont Regions Version 2.0. Garver will accomplish the following as part of the wetland delineation:

- Review pertinent resources related to the Phase 1 Wetland Study Area's hydrology and soils, and review of historical topographic maps and aerial photographs.
- Field survey of wetlands and streams within the Phase 1 Wetland Study Area.
- Create shapefiles from field collected data to be utilized in wetland report exhibits and for quantification of wetland acreages and stream lengths within the Phase 1 Wetland Study Area.
- Complete a wetland delineation report of findings that includes necessary documentation for submittal to the USACE to obtain a Preliminary Jurisdictional



Determination and appropriate Section 404 Nationwide Permit (NWP). This report will be delivered electronically.

Field verification with USACE, if required, is not included in this contract but can be added by contract amendment.

b. Section 404 Nationwide Permit Package and USACE Coordination

Garver will coordinate with the USACE regarding impacts to potentially jurisdictional waters of the United States and will assist in coordinating the issuance of a Section 404 Nationwide Permit (NWP). **A Section 404 Individual Permit and any mitigation planning beyond the requirements identified with a NWP are considered extra work.** Garver will:

- Assist with USACE coordination for the issuance of the appropriate Section 404 NWP for project impacts within the Phase 1 Wetland Study Area.
- Compile a Section 404 NWP package that will include the following:
 - Form 6082 (NWP).
 - Impact determinations (acreage and linear feet) shown on aerial exhibits and/or design plan sheets.
 - Functional Value Assessment for determining required wetland and/or stream mitigation credits.
- Locate a USACE-approved mitigation bank and coordinate with the Client to purchase the USACE-approved number of wetland and/or stream mitigation bank credits (if needed).
- Coordinate issuance of Section 404 NWP.

Garver will stay in close coordination with design team regarding revisions and design changes throughout the permitting process.

In support of Section 404 permitting, Garver will conduct initial coordination with the U.S. Fish and Wildlife (USFWS) to ensure federally listed threatened and endangered species of concern listed for the Phase 1 Wetland Study Area are identified, as well as their preferred habitats, to avoid/minimize impacts. This coordination includes receipt of an automated response from USFWS through their Information for Planning and Consultation (IPaC) project planning tool, which will assist in providing information related to species existence, habitat, and mitigation. If suitable habitat for any listed threatened or endangered species is encountered within the Phase 1 Wetland Study Area, it may be necessary to survey for certain species. Presence/absence surveys for any listed threatened or endangered species are not included as a part of this scope.

In support of Section 404 permitting and if required by USACE, Garver will conduct initial coordination with the State Historic Preservation Officer (SHPO) to determine if historic or archaeological sites are present within the Phase 1 Wetland Study Area. This would be done through submittal of a letter and maps to SHPO providing description of the project's area of potential effect. If SHPO recommends a Cultural Resources Survey be completed and if approved by the Client as additional work, a Phase I Cultural Resources Survey of the Phase



1 Wetland Study Area will be performed and the results provided to SHPO and USACE in support of Section 106 clearance. If an adverse effect is determined by SHPO, additional coordination, surveys, or reporting can be completed as extra work.

c. Accommodation of Design Changes

Garver will conduct additional coordination as needed with the USACE regarding impacts to potentially jurisdictional waters of the United States resulting from design changes. Phase 1 design changes are anticipated due to the expedited project schedule and need to submit information to USACE as soon as possible.

As necessary, Garver will revise project impacts associated with the potential re-route areas within the 40-foot-wide corridors, which total approximately 0.2 mile long. Garver will re-calculate mitigation credit requirements if necessary and coordinate changes with mitigation bank(s) and USACE. Garver will submit revised project impact information to USACE for their issuance of the appropriate Section 404 NWP. These supplemental documents will be delivered electronically to USACE. Revisions resulting in a new alignment or routes beyond the currently identified potential re-route areas would be considered extra work.

As the small site construction stormwater pollution prevention plan (SWPPP) and Short Term Activity Authorizations (STAAs) being prepared for Phase 1 will not be submitted to the Arkansas Division of Environmental Quality (DEQ) until the alignment is finalized, revisions to the Phase 1 SWPPP and STAAs are not anticipated to be required and would be considered extra work.

d. DEQ Water Quality Permitting

As there are no 303(d) listed streams in the Phase 1 Wetland Study Area (per Arkansas DEQ EnviroView website) and Garver assumes that blanket Section 401 water quality certification from the DEQ will be obtained through issuance of the appropriate Section 404 NWP, individual water quality certification planning is not anticipated and considered extra work.

Garver will prepare a small site construction stormwater pollution prevention plan (SWPPP) and notice of coverage in accordance with DEQ standards in order to obtain a National Pollutant Discharge Elimination System (NPDES) permit for proposed work within the Phase 1 Wetland Study Area. If design changes result in total ground disturbance greater than 5 acres for Phase 1 work, a large site SWPPP would be required. Preparation of a large site SWPPP is beyond this scope of work but can be completed as extra work. Garver will:

- Review, comment on, and refine SWPPP design sheets to meet DEQ standard requirements for site plans.
- Work with designers on selection of best management practices (BMPs) for erosion and sediment control.
- Complete written SWPPP report per DEQ template.

Garver will coordinate issuance of up to seven (7) Short Term Activity Authorizations (STAAs) in accordance with DEQ standards for stream crossings. Garver will pay the permitting fee for up to 7 STAAs (estimated at \$1,050).



7. Basis of Design Report (BODR)

- a. Updated Model Evaluation - Use updated Owner model completed by others to confirm existing and future flows in the Shewmaker Interceptor and North Lift Station for existing conditions, as well as Phase 01 and Phase 02 improvements and flow projections. Any information, including model infrastructure data and calibrations, provided to Garver by Owner is assumed as correct.
 - Evaluate design elements of North Lift Station to increase capacity without major structural changes after completion of Phase 01 interceptor improvements and provide recommendations if improvements are required. Evaluations are limited to pump replacement, suction pipe upsizing, and connecting 12-inch force main into 24-inch parallel force main.
 - Document capacities of proposed interceptor design sizes based on future flows and project phases. Prepare an HGL exhibit that shows the proposed improvements for each alternative.
- b. Documentation of Route Analysis – Identify potential betterments to the provided alignment taking into consideration the future development and roadway improvements. Betterments include general improvements to the existing route and do not include analysis of new pipeline corridors. Included in this task is an evaluation of the existing ROW/easements and what additional easements may be needed. Plan view exhibits will be prepared and provided to the Owner for discussion.
- c. Documentation of Future Capacity Analysis - Use updated Owner model to confirm improved interceptor capacity with existing flows, existing with near-term development flows (known project flows), and future flows.
- d. Summarize the methodology and results of all evaluations/analyses for the proposed improvements in the BODR. An electronic draft of the report will be submitted to the Owner for review. Upon receiving comments from the Owner, GARVER will incorporate comments and issue a final version of the BODR.
- e. BODR Design Review Meeting – Conduct one (1) 1-hour virtual workshop with the Owner to present and review the Basis of Design Report (BODR) deliverable, discuss review comments, and confirm design path forward. Meeting minutes will be prepared and distributed by Garver.

8. Preliminary Design – Phase 01

- a. 50% Plans – Prepare alignment plan and profile drawings (1":20'). These plans will be to a 50% level and will include proposed interceptor and manhole locations, property ownership, trenchless construction identified, and spacing to existing infrastructure. The following is the estimated sheet list:
 - Cover sheet (Assume 1 sheet)
 - Location/Key map (Assume 1 sheet)
 - General notes, legend, abbreviations (Assume 3 sheets)



- Project control sheet (Assume 1 sheet)
- Easement layouts (Assume 8 sheets)
- Plan and profile sheets (Assume 16 sheets)
- Civil detail sheets (Assume 8 sheets)

Estimated total number of sheets: 38

- b. 50% OPCC – Prepare an estimate of construction quantities and develop an AACE Class 2 (-15% to +20%) preliminary opinion of probable construction cost (OPCC).
- c. 50% Design Review Meeting – Conduct one (1) 2-hour in-person workshop with the Owner to present and review the 50% design deliverable, discuss review comments, and confirm design path forward. Meeting minutes will be prepared and distributed by Garver.
- d. Deliverables

The following will be submitted to the Owner in Digital PDF format in conjunction with an online review session:

- Design (50%) plans
- AACE Class 2 OPCC

9. Final Design – Phase 01

- a. 100% Plans – Following approval of the preliminary design plans, Garver will prepare final design plans (100%) for all sheets.
- b. 100% Specifications – Following approval of the draft final specifications, Garver will prepare final design specifications (100%). These specifications will include all technical specifications and the front-end documents including proposal forms, notice to bidders, bid forms, and bond forms.
- c. 100% OPCC – Prepare an estimate of construction quantities and develop an AACE Class 2 (-10% to +15%) opinion of probable construction cost (OPCC).
- d. 100% Design Review Meeting – Conduct one (1) 2-hour in-person workshop with the Owner to present and review the 100% design deliverables, discuss review comments, and confirm design path forward. Meeting minutes will be prepared and distributed by Garver.
- e. Issued for Bid Documents – Incorporate comments received on the 100% submittal and regulatory permits and prepare bid ready documents.
- f. Deliverables

The following will be submitted to the Owner in Digital PDF format in conjunction with an online review session:

- Final Design (100%) plans
- Design (100%) specifications
- AACE Class 1 OPCC
- 50% Owner comment spreadsheet with comment responses



- Issued regulatory permits and bid ready documents.

10. Bidding Services - Phase 01

The bidding period for bidders is anticipated to extend for a 60-day duration. During the bidding phase of the project, Garver will:

- a. Provide support for bid advertisement, construction contract documents, and any associated information for download by prospective bidders.
- b. Support the contract documents by preparing up to two (2) addenda as appropriate.
- c. Prepare agenda and facilitate one (1) pre-bid meeting, as well as prepare meeting minutes with bidder attendance.
- d. Attend the bid opening, prepare bid tabulation, evaluate bids, and recommend award.
- e. Issued for Construction Documents – Incorporate any required changes and addenda to construction ready documents.
- f. Deliverables

The following will be submitted to the Owner in Digital PDF format:

- Issued for Bid Plans
- Issued for Bid Specifications
- AACE Class 1 OPCC
- Bid opening agenda, meeting minutes and recommendation of award
- Issued for Construction Plans
- Issued for Construction Specifications
- 100% Owner comment spreadsheet with comment responses

Issued for Bid – Hardcopy Documents:

- Two (2) full size (22"x34") sets of plans
- Two (2) half sized (11"x17") sets of plans
- Two (2) specification books

11. Extra Work Not Included

The following items are not included under this agreement but will be considered as extra work:

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval
- B. Tree survey by a certified arborist
- C. Storm drainage design for street improvements
- D. Profiling of street improvements
- E. Subsurface Utility Engineering (SUE) (Owner to secure direct contract)
- F. Submittals or deliverables in addition to those listed herein
- G. Design of any utilities relocation other than the water and wastewater segments listed
- H. Traffic Control Plans



- I. Completion of a National Environmental Policy Act (NEPA) document
- J. Conducting a quantitative air quality analysis or air quality modeling
- K. Conducting a noise impact analysis
- L. Conducting threatened or endangered species surveys
- M. Obtaining Section 7 clearance from USFWS
- N. Preparation of a detailed habitat assessment report
- O. Tribal coordination
- P. Conducting archaeological site monitoring or cultural resources surveys and/or architectural surveys beyond the Phase I cultural resources survey
- Q. Developing a cultural resources mitigation plan
- R. Developing a Memorandum of Agreement (MOA) or completion of mitigation stipulations related to a MOA
- S. Section 404 Individual Permit and any mitigation planning beyond the requirements identified with a Section 404 NWP, including on-site and/or off-site permittee responsible mitigation
- T. Individual water quality certification
- U. Phase I or II Environmental Site Assessment
- V. Coordination with FEMA for preparation/submittal of a CLOMR and/or LOMR, including Section 7 clearance for documenting “no take”
- W. Environmental Handling and Documentation, including mitigation plans or other work related to environmentally or historically (culturally) significant items
- X. Cost Recovery Matrix
- Y. Construction Services

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

12. Schedule

Garver shall begin work under this Agreement within three (3) days of a Notice to Proceed (NTP). Subconsultants shall begin work under this agreement within ten (10) days of a signed contract and shall complete the work in accordance with a mutually agreed upon schedule. Schedule as proposed assumes design and construction of upper interceptor, north lift station, and force main occur concurrently in Phase 02.

Major task timelines with the accelerated design schedule are provided below:

Phase Description	Workdays
Survey & Easements – Phase 01	60 work days from NTP
Environmental Survey & Preliminary Jurisdictional Determination – Phase 01	36 work days from NTP
Basis of Design Report	20 work days from NTP
Preliminary Design – 50% - Phase 01	36 work days from receipt of Survey
Final Design – 100% - Phase 01	36 work days from approval of Preliminary Design
Bidding Services – Phase 01	20 work days from City Approval



**EXHIBIT B - 1
(AMENDED COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management	\$15,062.00	Hourly Rate + Expenses
Historical Data Review	\$4,953.00	
Baseline Development	\$25,533.00	
Collection System Assessment	\$111,070.00	
Capital Improvements Plan Development	\$64,020.00	
Critical Project Conceptual Design	\$173,862.00	
TOTAL FEE	\$394,500.00	
AMENDMENT NO. 01		
Project Management – Phase 01	\$64,540.00	Hourly Rate + Expenses
FEMA / No-Rise Certificate – Phase 01	\$13,270.00	
Survey – Phase 01	\$88,350.00	
Property Acquisition Documents (5 properties max) – Phase 01	\$34,540.00	
Geotechnical Investigation – Phase 01	\$9,430.00	
Environmental Services – Phase 01	\$64,140.00	
Basis of Design Report	\$35,350.00	
Preliminary Design – Phase 01	\$122,660.00	
Final Design – Phase 01	\$108,660.00	
Bidding Services – Phase 01	\$19,250.00	
TOTAL FEE	\$560,190.00	
TOTAL AMENDED CONTRACT FEE		
TOTAL FEE	\$954,670.00	Hourly Rate + Expenses

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be \$394,500.00 + \$560,190.00 for a total fee of \$954,670.00. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2026. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for outside reproduction and presentation material preparation, and mail/courier expenses.



2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded.



(AGREED UPON RATES)
Bentonville Water Utilities
Bentonville Sewer Imps and MP - Amendment No. 1
Garver Hourly Rate Schedule: July 2025 - June 2026

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 141.00	RS-1	\$ 113.00
E-2	\$ 164.00	RS-2	\$ 149.00
E-3	\$ 188.00	RS-3	\$ 211.00
E-4	\$ 220.00	RS-4	\$ 290.00
E-5	\$ 268.00	RS-5	\$ 362.00
E-6	\$ 329.00	RS-6	\$ 446.00
E-7	\$ 457.00	RS-7	\$ 498.00
Planners		Environmental Specialists	
P-1	\$ 170.00	ES-1	\$ 113.00
P-2	\$ 213.00	ES-2	\$ 142.00
P-3	\$ 265.00	ES-3	\$ 181.00
P-4	\$ 296.00	ES-4	\$ 214.00
P-5	\$ 333.00	ES-5	\$ 269.00
Designers		ES-6	\$ 345.00
D-1	\$ 128.00	ES-7	\$ 431.00
D-2	\$ 146.00	ES-8	\$ 487.00
D-3	\$ 174.00	Project Controls	
D-4	\$ 208.00	PC-1	\$ 115.00
D-5	\$ 256.00	PC-2	\$ 152.00
Technicians		PC-3	\$ 194.00
T-1	\$ 103.00	PC-4	\$ 248.00
T-2	\$ 124.00	PC-5	\$ 303.00
T-3	\$ 151.00	PC-6	\$ 392.00
T-4	\$ 195.00	PC-7	\$ 491.00
Surveyors		Management / Administration	
S-1	\$ 63.00	AM-1	\$ 82.00
S-2	\$ 84.00	AM-2	\$ 104.00
S-3	\$ 113.00	AM-3	\$ 145.00
S-4	\$ 161.00	AM-4	\$ 186.00
S-5	\$ 203.00	AM-5	\$ 227.00
S-6	\$ 237.00	AM-6	\$ 295.00
S-7	\$ 280.00	AM-7	\$ 378.00
S-8	\$ 353.00	M-1	\$ 552.00
2-Man Crew (Survey)	\$ 244.00		
3-Man Crew (Survey)	\$ 305.00		
2-Man Crew (GPS Survey)	\$ 301.00		
3-Man Crew (GPS Survey)	\$ 374.00		
Construction Observation			
C-1	\$ 122.00		
C-2	\$ 152.00		
C-3	\$ 186.00		
C-4	\$ 240.00		
C-5	\$ 289.00		

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT 1 WITH GARVER, LLC, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED SIXTY THOUSAND ONE HUNDRED NINETY DOLLARS (\$560,190.00); AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville entered into an agreement with Garver, LLC dated August 20, 2024;

WHEREAS, the parties have negotiated an amendment to said agreement in the amount of five hundred sixty thousand one hundred ninety dollars (\$560,190.00) for final design of the Shewmaker Basin Phase 1 Interceptor Improvements;

WHEREAS, City Council finds that approval of this amendment is in the best interest of the City and its residents; and

WHEREAS, a budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to execute Amendment 1 with Garver, LLC in an amount not to exceed five hundred sixty thousand one hundred ninety dollars (\$560,190.00);

Section 2: The 2025 Budget is hereby adjusted to appropriate five hundred sixty thousand one hundred ninety dollars (\$560,190.00) from Utility Fund reserves into Account #503040-47347 - Sewer Line Improvements;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK