Revised Agenda: Adding item 8

Bentonville Utility Board
Meeting Agenda
October 21, 2025
11:30 AM
Bentonville City Hall

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: September 16, 2025

I. New Business

1. **Monthly Update on Water Line Leaks** — **Informational**

   This is for our regularly scheduled update for the month of September.

2. **Resolution and BA Agreeing to Change Order for PSE on the Electric AMI Implementation Oversight** — **Resolution**

   PSE has aided BEUD in the selection and implementation of the Electric AMI system. As we are getting down to the final sign-offs, there has been some system stability issues that PSE has had to assist in troubleshooting and staying on top of our vendor to ensure performance. This was beyond the scope of the original contract and this is a Not To Exceed additional amount of $26,000.00. A budget adjustment is needed.

3. **Ordinance Waiving Competitive Bids to Order 750 Underground Wire from Arkansas Electric** — **Ordinance***

   Ordinance to waive competitive bidding to purchase 750 UG Wire from Arkansas Electric Unit Prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. No budget adjustment is needed.

4. **Resolution Amending IFB-24-70 - IDIQ Water Service Line Replacement Agreement** — **Resolution**

   Resolution amending the 2025 budget and authorizing the Mayor and City Clerk to amend the IDIQ contract for Calcon, Inc, increasing the amount by $300,000.00. A budget adjustment is needed.

5. **Resolution Amending IFB-25-32 - IDIQ Water and Sewer Maintenance Work Agreement** — **Resolution**

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 $200,000.00. A budget adjustment is needed.

6. **Resolution Amending IFB-24-70 - IDIQ Water Service Line Replacement Agreement with Calcon, Inc.** — **Resolution**

Resolution authorizing the Mayor and City Clerk to amend the existing IFB-24-70 IDIQ contract with Calcon, Inc for an additional one-year term. Beginning in 2026, the total amount for each contract shall not exceed the City Council approved fiscal year departmental budget. No budget adjustment is needed.

7. **Resolution Amending IFB-24-70-IDIQ Water Service Line Agreement with Mo-Ark Utilities** — **Resolution**

Resolution authorizing the Mayor and City Clerk to amend the existing IFB-24-70 IDIQ contract with Mo-Ark Utilities for an additional one-year term. Mo-Ark Utilities has agreed to perform work at the lowest bid pricing originally submitted by Calcon, Inc., ensuring consistent and competitive unit rates. Beginning in 2026, the total amount for each contract shall not exceed the City Council approved fiscal year departmental budget. No budget adjustment is needed.

8. **Resolution to Award Bid IFB-25-25 Re-Bid to APAC-Central, Inc. for Repair of the Compost Pad** — **Resolution**

Resolution approving Bid Award IFB-25-25 Re-Bid in the amount of $140,903.70 to APAC-Central, Inc. for the repair of damaged areas of the Compost pad as a result of the May 2024 storms. 75% of the cost will be covered by FEMA and the remaining 25% by Utility fund reserves. A budget adjustment is needed.

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	10/28/2025	**Submitted By:**	Donald Schmidt
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities - Water
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Monthly Update on Water Line Leaks
Action Recommendation & Justification:	This is for our regularly scheduled update for the month of September.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	10/28/2024	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution and BA Agreeing to Change Order for PSE on the Electric AMI Implementation Oversight
Action Recommendation & Justification:	PSE has aided BEUD in the selection and implementation of the Electric AMI system. As we are getting down to the final sign-offs, there has been some system stability issues that PSE has had to assist in troubleshooting and staying on top of our vendor to ensure performance. This was beyond the scope of the original contract and this is a Not To Exceed additional amount of $26,000.00. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The original contract amount was for $197,800.00 and was agreed to on 1/10/2023. This firm was selected following the City's Purchasing Policy for professional services.
Amount for Approval:	**$** 26,000.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Advanced Metering Infrastructure (AMI) Implementation Support

Prepared for:

Bentonville, AR

September 24, 2025

PREPARED BY:

Thomas Asp
aspt@powersystem.org
847-922-3978

2424 Rimrock Road, Suite 300
Madison, WI 53713

September 24, 2025

Travis Matlock, PE [*via email:* tmatlock@bentonvillear.com]
Electric Utility Director
City of Bentonville
3200 Municipal Drive
Bentonville, AR 72712

Subject: AMI Implementation Support Proposal

Travis:

PSE is pleased to provide the City of Bentonville (City) this proposal for Advanced Metering Infrastructure (AMI) implementation support.

Eaton's performance issues during the implementation have caused delays in completing the implementation and have substantially increased PSE's support activities. Eston's performance issues have ranged from project manager performance to Yukon instability. These issues have resulted in increased meeting frequency, creation of multiple memos of understanding (MOU) that outline Eaton's non-performance and required resolution, and increased performance monitoring and testing.

We propose to assist the City through the completion of the FSAT as outlined in the MOU executed on September 1, 2025. PSE's tasks include the following:

- Participate in bi-weekly meetings through FSAT acceptance
- Provide contract support.
- Provide testing support:
  - Initial performance test with 60 min intervals (100% of meters 90 days)
  - Outage & Restoration with 60 min intervals
  - 15 min interval Test 1 (25% of meters, 1 week)
  - 15 min interval Test 2 (50% of meters, 1 week)
  - 15 min interval Test 3 (75% of meters, 1 week)
  - 15 min interval Test 4 (100% of meters, 90 days)
  - Outage & Restoration with 15 min intervals
  - Support FSAT tests:
    - FSAT test 17 (15-minute data intervals over 7 days)
    - FSAT test 26 (read rate)
    - FSAT test 16 (Confirm the AMI system network is capable of self-healing)
    - FSAT test 20 (Back filling load profile data), and
    - FSAT test 28 (Firmware upgrade via mesh spreader).

Based on the times listed in the MOU, the projected completion of the above tests is the end of August 2026.

The fees for supporting the above support tasks are not to exceed $26,000. Supporting detail is shown in Exhibit I.

Thank you for the opportunity to submit our proposal qualifications. If you have questions on our submittal or would like to discuss any aspect, please contact me via the email or phone listed below.

Sincerely,

Thomas Asp
aspt@powersystem.org
847.922.3978

Exhibit I
Cost Estimate Summary

Task	Estimated Hours
Participate in bi-weekly meetings through FSAT acceptance	33
Provide contract support.	24
Provide testing support:	
Initial performance test with 60 min intervals (100% of meters 90 da	4
Outage & Restoration with 60 min intervals	4
15 min interval Test 1 (25% of meters, 1 week)	4
15 min interval Test 2 (50% of meters, 1 week)	4
15 min interval Test 3 (75% of meters, 1 week)	4
15 min interval Test 4 (100% of meters, 90 days)	12
Outage & Restoration with 15 min intervals	4
Support FSAT tests:	
FSAT test 17 (15-minute data intervals over 7 days)	8
FSAT test 26 (read rate)	6
FSAT test 16 (Confirm the AMI system network is capable of self-h	4
FSAT test 20 (Back filling load profile data), and	4
FSAT test 28 (Firmware upgrade via mesh spreader).	4
	119

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	10/28/2025	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Waiving Competitive Bids to Order 750 Underground Wire from Arkansas Electric
Action Recommendation & Justification:	Ordinance to waive competitive bidding to purchase 750 UG Wire from Arkansas Electric Unit Prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Award is based on the low responsive quote per line item, for estimated totals: Arkansas Electric in the estimated amount of $120,209.46
Amount for Approval:	**$** 120,209.46

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

SERVICE CONTRACT: 750 Underground Wire

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

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's Quote (attached hereto as **Exhibit B**) to the City's Invitation for Quotes, for the purchase and delivery of 750 Underground Wire, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, including all equipment, materials, products and all other items necessary to perform the work, as set forth in this Contract and **Exhibit A**.

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

3. CONTRACT TERM. The term for this Contract shall be one (1) year, commencing on the effective date of this Contract.

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

b. Service Timeline:

1. Order for 750 Underground Wire per the unit prices attached herein, shall be placed by Contractor immediately following Purchase Order received from the City.
2. Contractor shall deliver the order to the City within fourteen (14) weeks from the date of the order being placed.

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

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

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

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

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

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

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

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

a. Total Fee for Services: $120,209.46 (one hundred twenty thousand two hundred nine dollars and forty-six cents), plus applicable taxes to perform the work to 100% completion.

b. Owner's Contingency: Not applicable

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

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

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

8. PAYMENT.

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

[This space has been intentionally left blank]

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

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

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

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

[This space has been intentionally left blank]

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

The policies of insurance required are as follows:

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

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

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

[This space has been intentionally left blank]

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

SIGNATURE PAGE

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

The Parties hereto have caused this Contract to be executed this

_____(effective date).

CITY OF BENTONVILLE, ARKANSAS

By: _____

Stephanie Orman, Mayor

By: _____

(Signature)

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

Name (*printed*):_____

Title:_____

Arkansas Electric Cooperative, Inc.

Address:_____

_____

_____

Date:_____

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT A

SCOPE OF WORK

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SCOPE OF WORK

The purchase and delivery of 750 Underground Wire. The Contractor will be responsible for supply 750 Underground Wire. Delivery must be made to the specified location within the agreed-upon timeframe.

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

Lead time: 16 – 20 Weeks

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT B

QUOTE FORM

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

BEUD Inventory Part Number	Wire Size	Feet Required	Price Per Foot AECI	Extended Price	Lead Time	Price Per Foot Irby	Extended Price	Price Per Foot Techline	Extended Price
2192	750 1/3 Neutral AL	9 reels							
		1054	$13.22	$13,933.88	16-20 weeks	$16.05	$16,916.70	$17.02	$17,939.08
		1054	$13.22	$13,933.88	16-20 weeks	$16.05	$16,916.70	$17.02	$17,939.08
		1054	$13.22	$13,933.88	16-20 weeks	$16.05	$16,916.70	$17.02	$17,939.08
		912	$13.22	$12,056.64	16-20 weeks	$16.05	$14,637.60	$17.02	$15,522.24
		912	$13.22	$12,056.64	16-20 weeks	$16.05	$14,637.60	$17.02	$15,522.24
		912	$13.22	$12,056.64	16-20 weeks	$16.05	$14,637.60	$17.02	$15,522.24
		1065	$13.22	$14,079.30	16-20 weeks	$16.05	$17,093.25	$17.02	$18,126.30
		1065	$13.22	$14,079.30	16-20 weeks	$16.05	$17,093.25	$17.02	$18,126.30
		1065	$13.22	$14,079.30	16-20 weeks	$16.05	$17,093.25	$17.02	$18,126.30
Total Price for All Line Items				$120,209.46			$145,942.65		$154,762.86

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	10/28/2025	**Submitted By:**	Donald Schmidt
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities - Water
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Amending IFB-24-70 - IDIQ Water Service Line Replacement Agreement
Action Recommendation & Justification:	Resolution amending the 2025 budget and authorizing the Mayor and City Clerk to amend the IDIQ contract for Calcon, Inc, increasing the amount by $300,000.00. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This was not budgeted for 2025 but was identified as a need late 2024 due to the increased failure rate of water service lines exceeding our existing staff and current Water/Sewer IDIQ contractor's ability to meet demand. The original contract was approved by City Council on 11/12/2024 and was previously amended on 1/14/2025, 4/22/2025, 6/10/2025, and 8/26/2025. The contractor exceeds production expectations and is helping to reduce water loss with every service line that is replaced.
Amount for Approval:	$ 300,000.00

Budget Impact

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

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

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
503020-44450	Pub Works by Proj Maint	$ 300,000.00	$
		$	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

This contract amendment will be funded by Utility Fund Reserves.

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 10/28/2025 is made by the City of Bentonville, Arkansas ("City") and Calcon, Inc. ("Contractor"), parties to the Invitation for Bid (IFB)-24-70 with Bentonville Water Department, for Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement, dated November 20, 2024 (the "Agreement").

1. The Original Agreement that was approved by City Council on November 12, 2024, in an amount not to exceed $500,000 per year for each contract awarded.
2. The First Contract Amendment was approved by City Council on January 14, 2025, in an amount not to exceed $1,000,000.00 per year for each contract awarded.
3. The Second Contract Amendment was approved by City Council on April 22, 2025, in an amount not to exceed $1,500,000.00 per year for each contract awarded.
4. The Third Contract Amendment was approved by City Council on June 10, 2025, in an amount not to exceed $2,000,000.00 per year for each contract awarded.
5. The Fourth Contract Amendment was approved by City Council on August 26, in an amount not to exceed $2,500,000.00 per year for each contract awarded

6. The Agreement is Amended as follows:

7. The estimated total of payments for the contract is estimated to be $2,800,000.00 per contract term.

8. This Amendment shall be effective immediately when fully executed.

9. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY:_____
Stephanie Orman, Mayor

DATE:_____

Company Name:_____

BY:_____

Name(printed):_____

DATE:_____

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	10/28/2025	**Submitted By:**	Donald Schmidt
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities - Water
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Amending IFB-25-32 - IDIQ Water and Sewer Maintenance Work Agreement
Action Recommendation & Justification:	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 $200,000.00. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The original contract amount was budgeted for this year and approved on 4/8/2025, and was previously amended on 7/22/2025. The increased failure rate of water service lines continues to exceed the capacity of both existing staff and the current IDIQ contractors to meet demand. With that, it is necessary to amend the agreement to ensure the continued replacement of water service lines to help reduce water loss.
Amount for Approval:	**$** 200,000.00

Budget Impact

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

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

503020-44450	Pub Works by Proj Maint	$ 200,000.00	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

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

Budget Impact Notes for Consideration (Optional):

This amendment will be funded by Utility Fund Reserves.

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 October 28, 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 First Contract Amendment was approved by City Council on July 22, 2025, in an amount not to exceed $1,000,000.00 per year for each contract awarded.
3. The Agreement is Amended as follows:
4. The estimated total of payments for the contract is estimated to be $1,200,000.00 per contract term.
5. This Amendment shall be effective immediately when fully executed.
6. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY:_____
Stephanie Orman, Mayor

DATE:_____

Company Name:_____

BY:_____

Name(printed):_____

DATE: _____

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	10/28/2025	**Submitted By:**	Donald Schmidt
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities - Water
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

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

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

☐ **Ordinance** ☑ **Resolution** ☐ **Informational**

Title, Recommendation & Justification

Title:	Resolution Amending IFB-24-70 - IDIQ Water Service Line Replacement Agreement with Calcon, Inc.
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to amend the existing IFB-24-70 IDIQ contract with Calcon, Inc for an additional one-year term. Beginning in 2026, the total amount for each contract shall not exceed the City Council approved fiscal year departmental budget. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The original contract was approved by City Council on 11/12/2024. The continued increase in water service line failures exceeds the capacity of both existing staff and current IDIQ contractors. Extending the agreements with Calcon, Inc. will provide the necessary contractor capacity to maintain service line replacement efforts, sustain service reliability, and support the City's ongoing water loss reduction goals.
Amount for Approval:	**$**

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Funding for both contracts will come out of GL account 503020-44450 for the 2026 Fiscal Year.

CITY OF BENTONVILLE, ARKANSAS

Purchasing and Compliance 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 October 28, 2025 is made by the City of Bentonville, Arkansas ("City") and Calcon, Inc. ("Contractor"), parties to the Invitation for Bid (IFB)-24-70 with Bentonville Water Utilities Department, for Indefinite Delivery-Indefinite Quantity (IDIQ) Water Service Line Replacement, dated 9/22/2024 (the "Agreement").

1. In accordance with Section 3 (Contract Term), the Agreement may be renewed upon mutual written agreement via amendment.

2. The Agreement is amended as follows:

3. The Parties have mutually agreed to renew the Agreement for a one (1) annual term, as follows:
    a. One (1) year, beginning on November 20, 2025, and ending on November 20, 2026.

4. The estimated total payments due under this and all future renewal term(s) shall not exceed City Council approved fiscal year departmental budget per year.

5. This amendment shall be effective immediately when fully executed.

6. Except as set forth in this amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement, or any earlier amendment, the terms of this amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY:_____
Stephanie Orman, Mayor

DATE:_____

Company Name:_____

BY:_____

Name(printed):_____

DATE:_____

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	10/28/2025	**Submitted By:**	Donald Schmidt
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities - Water
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Amending IFB-24-70-IDIQ Water Service Line Agreement with Mo-Ark Utilities
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to amend the existing IFB-24-70 IDIQ contract with Mo-Ark Utilities for an additional one-year term. Mo-Ark Utilities has agreed to perform work at the lowest bid pricing originally submitted by Calcon, Inc., ensuring consistent and competitive unit rates. Beginning in 2026, the total amount for each contract shall not exceed the City Council approved fiscal year departmental budget. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The original contract was approved by City Council on 11/12/2024. The continued increase in water service line failures exceeds the capacity of both existing staff and current IDIQ contractors. Extending the agreements with Mo-Ark Utilities will provide the necessary contractor capacity to maintain service line replacement efforts, sustain service reliability, and support the City's ongoing water loss reduction goals.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Funding for both contracts will come out of GL account 503020-44450 for the 2026 Fiscal Year.

CITY OF BENTONVILLE, ARKANSAS

Purchasing and Compliance 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 October 28, 2025 is made by the City of Bentonville, Arkansas ("City") and Mo-Ark Utilities. ("Contractor"), parties to the Invitation for Bid (IFB)-24-70 with Bentonville Water Utilities Department, for Indefinite Delivery-Indefinite Quantity (IDIQ) Water Service Line Replacement, dated 9/22/2024 (the "Agreement").

1. In accordance with Section 3 (Contract Term), the Agreement may be renewed upon mutual written agreement via amendment.

2. The Agreement is amended as follows:

3. The Parties have mutually agreed to renew the Agreement for a one (1) annual term, as follows:
   a. One (1) year, beginning on November 20, 2025, and ending on November 20, 2026.

4. The estimated total payments due under this and all future renewal term(s) shall be calculated:
   a. Based on the per unit prices offered by the lowest responsive and responsible bidder, as determined through the competitive bidding process conducted prior to this renewal term as set forth in **Exhibit A**, and
   b. Shall not exceed City Council approved fiscal year departmental budget per year.

5. This amendment shall be effective immediately when fully executed.

6. 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:_____

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT A

IFB-24-70 BID TABULATION

**The purpose of this Bid Tabulation is to show the Bid Prices of the Awarded Contractor. Any additional bids submitted are excluded from this Bid Tabulation.*

Docusign Envelope ID: 1C92BD15-28C5-4192-B591-E3AB33FD6C80

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

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

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

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

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

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	10/28/2025	**Submitted By:**	Chris Earl
Phone:	479-696-0273	**For Department(s):**	Water Resource Recovery Facility
Email:	cearl@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-25-25 Re-Bid to APAC-Central, Inc. for Repair of the Compost Pad
Action Recommendation & Justification:	Resolution approving Bid Award IFB-25-25 Re-Bid in the amount of $140,903.70 to APAC-Central, Inc. for the repair of damaged areas of the Compost pad as a result of the May 2024 storms. 75% of the cost will be covered by FEMA and the remaining 25% by Utility fund reserves. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	See attached documentation verifying the current re-bid.
Amount for Approval:	$ 140,903.70

Budget Impact

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

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

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
503030-33110	Federal Direct Grant	$	$ 105,677.78
503030-44430	Building/Ground Maintenance	$ 140,903.70	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	10/16/25	Time of Bid Opening:	1:00PM CST	IFB-25-25 RE-BID

Solicitation Title: Compost Facility Asphalt Pad Repair

				Bidders:	Cyrus Services, LLC		Emery Sapp & Sons, Inc.		APAC-Central, Inc.		Diamond C Construction	
Line Item	Unit of Measure	Estimated Quantity	Description		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	EA	2	Mobilization/Demobilization		*Cyrus Services, LLC Bid Submission was rejected during bid evaluation.*		$4,200.00	$8,400.00	$5,625.00	$11,250.00	$3,500.00	$7,000.00
2	CY	222.2	Removal and Disposal of Asphalt Pavement				$85.83	$19,071.43	$49.75	$11,054.45	$48.00	$10,665.60
3	CY	222.2	Reconstructed Base Course (Recycled Material)				$121.43	$26,981.75	$148.50	$32,996.70	$115.00	$25,553.00
4	CY	222.2	(PG70-22) ACHM Surface (3/8")				$558.60	$124,120.92	$385.25	$85,602.55	$673.00	$149,540.60
				Total Bid Price	[redacted]		$178,574.09		$140,903.70		$192,759.20	
				Notes			*Total Bid Price was corrected during bid evaluation.*					

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

TABULATION VERIFICATION

[redacted]
Tanya Moore
Purchasing and Compliance Specialist

[redacted]
Kelsi Frederick
Purchasing and Compliance Manager