



**Bentonville Utility Board  
Meeting Agenda  
February 17, 2026  
11:30 AM  
Bentonville City Hall**

**Call to Order**

**Pledge of Allegiance**

**Attendance**

**Approval of Minutes: February 3, 2026**

**I. New Business**

1. **Update on Water Service Line Replacements** **Informational**  
Update on contractor progress and our purchase of water.
2. **Ordinance Approving a Waiver of Bid to Purchase a Skid Steer from Stribling Equipment, LLC** **Ordinance\***  
An ordinance and waiver of bid to purchase a skid steer and associated attachments from Stribling Equipment, LLC through participation in the Sourcewell Cooperative (Co-Op) contract 011723-JDC for \$132,064.17 plus taxes. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 011723-JDC, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. This is a 2026 budgeted item. No budget adjustment is needed.
3. **Ordinance Approving a Waiver of Bid to Order 1/0 Underground Wire** **Ordinance\***  
Approval of an Ordinance to waive competitive bidding to purchase 1/0 u/g wire from Stuart Irby, Unit Prices and estimated quantities attached, plus applicable taxes. 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. **Ordinance Approving a Waiver of Bid to Order Overhead Wire** **Ordinance\***  
Approval of an Ordinance to waive competitive bidding to purchase overhead 477 wire from AECL, 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.
5. **Ordinance Approving a Waiver of Bid to Order 3-ph Transformers** **Ordinance\***  
 Approval of an Ordinance to waive competitive bidding to purchase 3-ph transformers from AECL, Unit Prices and estimated quantities attached, plus applicable taxes. 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.
  6. **Ordinance Approving a Waiver of Bid to Order Single Phase Transformers** **Ordinance\***  
 Approval of an Ordinance to waive competitive bidding to purchase single ph transformers from AECL, Unit Prices and estimated quantities attached, plus applicable taxes. 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.
  7. **Resolution Awarding Bid IFB-26-05 for Shewmaker Interceptor Phase 1 - Tree Clearing** **Resolution**  
 Staff requests council award bid IFB-26-05 to Oz Lawn and Land in the amount of \$49,993.02 for tree clearing operations associated with the future Bentonville Shewmaker Sewer Improvements project located in North Bentonville between NE Tiger Boulevard and NE A Street. Oz Lawn and Land was the lowest bidder and was selected following the city solicitation process for bids. No budget adjustment is needed. This project is funded by the Wastewater Development Fee. No budget adjustment is needed.
  8. **Resolution to Approve Shewmaker Phase 2 Amendment #3 - Engineering Design Services** **Resolution**  
 Staff request that the mayor and city clerk enter into an agreement with Garver Engineering, for Amendment # 3, in the amount of 1,916.752.00 for engineering design services for the Shewmaker Basin Interceptor Improvements - Phase 2. Phase 2 includes the redesign of North Lift Station to 7 MGD pumping capacity, 3,400 ' of force main to the WRRF and 9,000' of 24" gravity sewer from Tiger Boulevard to Central Ave. The project is funded by the Wastewater Development Fee. No budget adjustment is needed.
  9. **Resolution to Purchase a Hydro Excavation Truck through Sourcewell Cooperative (Co-Op)** **Resolution**  
 Resolution requesting Council approval for the purchase of a Ram Vac HX-12 Hydro Excavator from River City Hydraulics through participation in the Sourcewell Cooperative (Co-Op) contract 101221-SCA, in the amount of \$584,035.74. Purchasing and Compliance evaluated 101221-SCA and determined that the solicitation was in line with both Arkansas State Statute & the City's Purchasing Policy. No budget adjustment is needed.



**City of Bentonville, Arkansas Agenda Item Form**

**Item Details**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

<input type="checkbox"/> <b>Informational</b>	<input type="checkbox"/> <b>Bid Award</b>	<input type="checkbox"/> <b>Enter into an Agreement</b>	<input type="checkbox"/> <b>Change Order</b>
<input type="checkbox"/> <b>Recognizing Funds</b>	<input type="checkbox"/> <b>Budget Adjustment</b>	<input type="checkbox"/> <b>Waiver of Bid</b>	<input type="checkbox"/> <b>Emergency Clause</b>
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**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
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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
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

**Fund(s) Impacted**

(check all that apply)

**General Fund**     **Utility Fund**     **Street Fund**    **Other(s):** \_\_\_\_\_

*Budget Impact Notes for Consideration (Optional):*

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<b>Amount for Approval:</b>	\$
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		\$	\$
		\$	\$
		\$	\$
		\$	\$

**Fund(s) Impacted**

(check all that apply)

**General Fund**     **Utility Fund**     **Street Fund**    **Other(s):** \_\_\_\_\_

*Budget Impact Notes for Consideration (Optional):*

**Prepared For**

CITY OF BENTONVILLE ELECTRIC  
DEPARTMENT  
3200 SW MUNICIPAL DR  
BENTONVILLE, AR 727129143  
(479) 721-6018  
TMATLOCK@BENTONVILLEAR.  
COM

**Prepared By**

Austin Fason  
Stribling Equipment, LLC  
3838 Wagon Wheel Rd  
Springdale, AR 72762  
austin.fason@striblingequipment.com

**Quote Id** 1574716

**Creation Date** 02-Feb-2026

**Expiration Date** 09-Feb-2026

**Customer Notes**

SOURCEWELL CONTRACT: 011723-JDC  
SOURCEWELL ACCOUNT/MEMBER NUMBER: 93163

## Quote Summary

Equipment Summary	Selling Price	QTY In Group	Extended
<b>333 P-Tier Compact Track Loader</b>	<b>\$103,038.25</b>	<b>1</b>	<b>\$103,038.25</b>
Extended Warranty			<b>\$2,070.00</b>
333 P, Powertrain And Hydraulics, 2000 Total Hours or 60 Total Months, 0 Deductible Date Quoted : 02-Feb-2026			
<b>RS72 ROTARY CUTTER</b>	<b>\$15,498.29</b>	<b>1</b>	<b>\$15,498.29</b>
<b>Equipment Total</b>			<b>\$120,606.54</b>

**Quote Summary**

Total Selling Price	\$120,606.54
State - (6.5%)	\$7,839.43
County - (1.0%)	\$1,206.07
City - (2.0%)	\$2,412.13
<b>Sub-total</b>	<b>\$132,064.17</b>
<b>Balance Due</b>	<b>\$132,064.17</b>

**Salesperson : X** \_\_\_\_\_

**Accepted By : X** \_\_\_\_\_

## Selling Equipment

Quote # 1574716  
 Customer CITY OF BENTONVILLE ELECTRIC DEPARTMENT

### 333 P-Tier Compact Track Loader

QTY In Group : 1

Equipment Notes

Selling Price

Hours - - -

\$105,108.25

Serial Number - - -

Stock Number - - -

PUK Parent Serial #

### Equipment Summary

Code	Description	Qty	Adjusted Selling Price
00V0T	333 P-Tier Compact Track Loader	1	\$125,077.00

### Base / Options

Code	Description	Qty	Adjusted Selling Price
0202	United States	1	\$0.00
0259	English Operator's Manual	1	\$0.00
0351	Translated Text Labels	1	\$0.00
0518	Level 5 Package - Prem Cab A/C, 2Spd, BPP Adj, Hi Flow, SL, RC, Power QT, Vent Seat, Dlx Lts, Rev Fan, Adv Display, Radio W/Mic, Rear Cam, Chrome, HD Grille	1	\$1,658.00
0952	Rear View Camera	1	\$0.00
1100	Less Detection System	1	\$0.00
1362	2-Inch Seat Belt with Shoulder Harness	1	\$0.00
183N	JDLink™	1	\$0.00
1880	Less Receiver	1	\$0.00
1900	Less Display	1	\$0.00
1950	Less Application	1	\$0.00
2000	Less Code	1	\$0.00
2940	Less Grade Control	1	\$0.00
5608	Wide Zig-Zag Bar Track - 17.7 In. (450 mm)	1	\$0.00
8049	Engine Air Precleaner	1	\$503.00
8030	Fire Extinguisher Bracket	1	\$71.00
8059	Cab Severe Duty Polycarbonate Door	1	\$2,432.00

8934	84 In. Heavy Duty Construction Bucket (21.0 Cu Ft) w/ Edge	1	\$2,648.00
8048	Counterweight, (Triple Set)	1	\$1,242.00
<b>Total Base / Options</b>			<b>\$133,631.00</b>
<b>Dealer Attachments</b>			
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Adjusted Selling Price</b>
BYT12419	Stackable Counterweight Field Kit	3	\$1,161.00
BYT12289	Guard, Rear Bumper Large Frame SSL /CTL	1	\$1,984.00
BYT12852	Guard, Auxilliary Hydraulic Quick Coupler	1	\$380.00
<b>Total Dealer Attachments</b>			<b>\$3,525.00</b>
<b>Customer Discounts</b>			
<b>Description</b>			<b>Discount Amount</b>
<b>Total Discounts</b>			<b>(\$34,117.75)</b>
<b>Value Added Services</b>			
<b>Description</b>		<b>Qty</b>	<b>Agreed Price</b>
Extended Warranty		1	\$2,070.00
<b>Total Value Added Services</b>			<b>\$2,070.00</b>
<b>Selling Price Subtotal</b>			<b>\$105,108.25</b>
<b>Total Selling Price</b>			<b>\$105,108.25</b>

**RS72 ROTARY CUTTER**

QTY In Group : 1

Equipment Notes

Selling Price

Hours ---

\$15,498.29

Serial Number ---

Stock Number ---

PUK Parent Serial #

**Equipment Summary**

Code	Description	Qty	Adjusted Selling Price
8342T	RS72 ROTARY CUTTER	1	\$18,062.00

**Base / Options**

Code	Description	Qty	Adjusted Selling Price
1100	CARBIDE TOOTH KIT	1	\$565.00
<b>Total Base / Options</b>			<b>\$18,627.00</b>

**Customer Discounts**

Description	Discount Amount
<b>Total Discounts</b>	<b>(\$3,128.71)</b>
<b>Selling Price Subtotal</b>	<b>\$15,498.29</b>
<b>Total Selling Price</b>	<b>\$15,498.29</b>

## Extended Warranty Proposal

## PowerGard™ Protection Plan

<b>333 P-Tier Compact Track Loader</b> Date: 02-Feb-2026					
Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type	POWERGARD	Deductible	\$0.00
Equipment Type	Compact Track Loaders	Warranty Coverage	Powertrain And Hydraulics	Quoted Price	\$2,070.00
Model	333 P	Total Months	60	PowerGard List	\$2,070.00
Country	US	Total Hours	2000	Date Quoted	02-Feb-2026
<b>MFWD/Tracks N</b>					
GRACE pricing is only good during the first 12 months or 1000 hours of ownership for new tractors during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased up to the end of the John Deere basic warranty for tractors of 24 months or 2000 hours, and having passed a special inspection/certification process. The Total Months and Hours listed above include the John Deere basic Warranty. "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.					

<b>PowerGard Protection Proposal Prepared for:</b>	I have been offered this extended warranty and
_____	<input checked="" type="checkbox"/> I ACCEPT the PowerGard Protection
Customer Name - Please Print	<input type="checkbox"/> I DECLINE the PowerGard Protection
_____	
Customer Signature	If declined, I fully understand that any equipment listed above is not covered for customer Expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note:** This is **not** a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions, and limitations of the agreement.

### What PowerGard Protection is:

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

### What PowerGard Protection is not:

PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

### Features/Benefits:

PowerGard Protection includes the following features and benefits under the program:

- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles).
- Does not require pre-approval before repairs are made by the authorized John Deere dealership.
- Payments are reimbursed directly to the dealership, with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs.
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains.
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in.
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Financial or other sources.
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.



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**Title, Recommendation & Justification**

<b>Title:</b>	
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<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$	
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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
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		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 Electric Utilities Department  
15KV Underground Primary Cable  
Quote Form**

<u>BEUD Inventory Part Number</u>	<u>Wire Size</u>	<u>Feet Required</u>	<u>Price Per Foot Irby</u>	<u>Extended Price</u>	<u>Lead Time</u>	<u>AECI</u>	<u>Techline</u>
2147	1/0 Full Neutral AL	65000	\$5.36	\$348,400.00	26-28 weeks	*\$4.43	no quote
		total 65,000'					*quoted Southwire and that does not meet spec
<b>Total Price for All Line Items</b>				\$348,400.00			



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<b>Amount for Approval:</b>	\$
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Is this Item Budgeted?      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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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):*

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	AECI	Techline
1	92,345	FT	2184	WIRE 477 ACSR 18/1 PELCAN OH	\$1.91	\$2.08
				TOTAL	\$176,378.95	



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		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

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*Budget Impact Notes for Consideration (Optional):*



**City of Bentonville Electric Utilities Department**  
**Three Phase Pad-Mount Distribution Transformers**  
**Quote Form**

<u>Line Item Number</u>	<u>BEUD Inventory Part Number</u>	<u>KVA</u>	<u>Voltage</u>	<u>QTY</u>	<u>Price Each AECI</u>	<u>Ext. Price</u>	<u>Price Each Irby</u>	<u>Ext. Price</u>
1	2044	75	120/208	1	\$10,970.00	\$10,970.00	\$12,409.00	\$12,409.00
2	2011	150	120/208	4	\$13,695.00	\$54,780.00	\$13,810.00	\$55,240.00
3	2031	300	277/480	1	\$17,499.00	\$17,499.00	\$18,523.00	\$18,523.00
4	2013	1500	277/480	1	\$49,275.00	\$49,275.00	\$48,916.00	\$48,916.00
5	2018	2000	277/480	1	\$58,098.00	\$58,098.00	\$59,877.00	\$59,877.00
						\$190,622.00		\$194,965.00



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<b>Ordinance</b>	<b>Resolution</b>	<b>Informational</b>	

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		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

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(check all that apply)

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*Budget Impact Notes for Consideration (Optional):*



**City of Bentonville Electric Utilities Department**  
**Single Phase Pad-Mount Distribution Transformers**  
**Quote Form**

<u>Line Item Number</u>	<u>BEUD Inventory Part Number</u>	<u>KVA</u>	<u>Voltage</u>	<u>QTY</u>	<u>Price Each AECI</u>	<u>EXT Price</u>	<u>Price Each Techline</u>	<u>EXT Price</u>	<u>Price Each Irby</u>	<u>Ext Price</u>
1	2010	15	240/120	15	\$2,515.00	\$37,725.00	\$3,685.00	\$55,275.00	\$3,684.00	\$55,260.00
2	2024	25	240/120	10	\$2,979.00	\$29,790.00	\$3,867.00	\$38,670.00	\$3,867.00	\$38,670.00
3	2037	50	240/120	50	\$3,756.00	\$187,800.00	\$4,654.00	\$232,700.00	\$4,654.00	\$232,700.00
4	2043	75	240/120	40	\$4,882.00	\$195,280.00	\$6,049.00	\$241,960.00	\$6,049.00	\$241,960.00
5	2005	100	240/120	50	\$6,002.00	\$300,100.00	\$6,399.00	\$319,950.00	\$6,399.00	\$319,950.00
6	2016	167	240/120	15	\$8,476.00	\$127,140.00	\$8,627.00	\$129,405.00	\$8,627.00	\$129,405.00
7	2027	250	240/120	3	\$10,543.00	\$31,629.00	\$11,395.00	\$34,185.00	\$11,395.00	\$34,185.00
<b>TOTAL BID PRICE</b>						<b>\$909,464.00</b>		\$1,052,145.00		\$1,052,130.00





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<b>Email:</b>			

**Item Type (Check all that apply)**

<input type="checkbox"/> <b>Informational</b>	<input type="checkbox"/> <b>Bid Award</b>	<input type="checkbox"/> <b>Enter into an Agreement</b>	<input type="checkbox"/> <b>Change Order</b>
<input type="checkbox"/> <b>Recognizing Funds</b>	<input type="checkbox"/> <b>Budget Adjustment</b>	<input type="checkbox"/> <b>Waiver of Bid</b>	<input type="checkbox"/> <b>Emergency Clause</b>
<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Resolution</b>	<input type="checkbox"/> <b>Informational</b>	

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
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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
		\$	\$
		\$	\$
		\$	\$
		\$	\$

**Fund(s) Impacted**

(check all that apply)

**General Fund**     **Utility Fund**     **Street Fund**    **Other(s):** \_\_\_\_\_

*Budget Impact Notes for Consideration (Optional):*



4300 South J.B. Hunt Drive  
Suite 240  
Rogers, AR 72758  
TEL 479.257.9188

[www.GarverUSA.com](http://www.GarverUSA.com)

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February 04, 2026

Beau Thompson  
City of Bentonville – Bentonville Water Utilities  
3200 SW Municipal Drive  
Bentonville, AR 72712

Re: Bentonville Water Utilities

IFB-26-05 Shewmaker Interceptor Phase 1 Tree Clearing

Recommendation of Award

Dear Mr. Thompson:

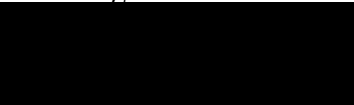
Bids were received for the IFB-26-05 Shewmaker Interceptor Phase 1 Tree Clearing project at the Bid Opening Room, 1000 SW 14<sup>th</sup> Street, Bentonville, AR at 1:00pm on January 16, 2026. The bids have been checked for accuracy and for compliance with the contract documents. The tabulation form attached was produced by the City of Bentonville Purchasing Department and delivered to Garver.

A total of 4 bids were received on the project. **Oz Lawn & Land, LLC** submitted the recommended bid for the project in the amount of **\$49,993.02**. The Engineer's Opinion of Probable Cost was \$113,163.00.

We believe that the bid submitted by Oz Lawn & Land, LLC represents a good value for the City of Bentonville. Contingent upon communication being established with the bidder, we recommend that the construction contract for the Shewmaker Interceptor Phase 1 Tree Clearing be awarded to Oz Lawn & Land, LLC.

Please contact me if you have any questions.

Sincerely,



GARVER

Chris W. Randall, PE  
NWA Water Market Team Leader

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT											
FORMAL SEALED BID TABULATION											
Date of Bid Opening:	1/29/2026			Time of Bid Opening:	1:00 PM CST		IFB-26-05				
Solicitation Title: Shewmaker Interceptor Phase 1 Tree Clearing											
Bidders:											
Tree & Scapes, LLC											
Tunstall Construction, LLC											
Oz Lawn & Land, LLC											
On Point Excavation, LLC											
1	FELLING ALL TREES >3" DIA. (CUT 4' ABOVE GRADE)	AC	0.22	21,195.00	4,662.90	20,140.00	4,430.80	4,300.00	946.00	6,156.06	1,354.33
2	MULCHING OR REMOVAL AND OFFSITE DISPOSAL OF CUT TREES	AC	0.22	29,775.00	6,550.50	20,140.00	4,430.80	8,217.26	1,807.80	6,156.06	1,354.33
3	FELLING ALL TREES >3" DIA. (CUT 4' ABOVE GRADE)	AC	0.98	21,195.00	20,771.10	20,140.00	19,737.20	4,300.23	4,214.23	8,500.00	8,330.00
4	MULCHING OR REMOVAL AND OFFSITE DISPOSAL OF CUT TREES	AC	0.98	29,775.00	29,179.50	20,140.00	19,737.20	8,217.26	8,052.91	8,500.00	8,330.00
5	FELLING ALL TREES >3" DIA. (CUT 4' ABOVE GRADE)	AC	2.18	21,195.00	46,205.10	21,140.00	46,085.20	4,300.23	9,374.50	15,679.00	34,180.22
6	MULCHING OR REMOVAL AND OFFSITE DISPOSAL OF CUT TREES	AC	2.18	29,775.00	64,908.50	21,140.00	46,085.20	8,217.26	17,913.63	15,679.00	34,180.22
7	FELLING ALL TREES >3" DIA. (CUT 4' ABOVE GRADE)	AC	0.56	21,995.00	12,317.20	21,140.00	11,838.40	4,300.23	2,408.13	11,233.00	6,290.48
8	MULCHING OR REMOVAL AND OFFSITE DISPOSAL OF CUT TREES INSIDE FLOODPLAIN	AC	0.20	29,775.00	5,955.00	21,140.00	4,228.00	8,217.26	1,643.45	11,233.00	2,246.60
9	FELLING ALL TREES >3" DIA. (CUT 4' ABOVE GRADE)	AC	0.10	21,995.00	2,199.50	21,140.00	2,114.00	4,300.23	430.02	4,500.00	450.00
10	MULCHING OR REMOVAL AND OFFSITE DISPOSAL OF CUT TREES	AC	0.10	29,775.00	2,977.50	21,140.00	2,114.00	8,217.26	821.73	4,500.00	450.00
11	CONSTRUCTION ENTRANCE	EA	1	6,284.00	6,284.00	2,000.00	2,000.00	-	-	6,000.00	6,000.00
SUBTOTAL OF BID PRICE					\$ 202,011.80		\$ 162,800.80		\$ 47,612.40		\$ 103,166.19
13	Contingency	1	5%	\$ 10,100.59		\$ 8,140.04		\$ 2,380.62		\$ 5,158.31	
<b>Total Bid Price</b>					\$ 212,112.39		\$ 170,940.84		\$ 49,993.02		\$ 108,324.50
*Total Bid Price was corrected during bid evaluation.											
<a href="mailto:purchasing@bentonvillear.com">purchasing@bentonvillear.com</a> - (479) 271-3115											
<b>TABULATION VERIFICATION</b>											

946.00



Tanya Moore  
Purchasing and Compliance Agent

Lindsay Clevenger



**City of Bentonville, Arkansas Agenda Item Form**

**Item Details**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

<input type="checkbox"/> <b>Informational</b>	<input type="checkbox"/> <b>Bid Award</b>	<input type="checkbox"/> <b>Enter into an Agreement</b>	<input type="checkbox"/> <b>Change Order</b>
<input type="checkbox"/> <b>Recognizing Funds</b>	<input type="checkbox"/> <b>Budget Adjustment</b>	<input type="checkbox"/> <b>Waiver of Bid</b>	<input type="checkbox"/> <b>Emergency Clause</b>
<b>Ordinance</b>	<b>Resolution</b>	<b>Informational</b>	

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
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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
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		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



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

**CONTRACT AMENDMENT NO. 03**

This Contract Amendment No. 03 (“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-3 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-3 is to be included, in its entirety as a part of Exhibit B 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: Stephanie Orman  
*Printed Name*

Name: Jerry T. Martin, PE  
*Printed Name*

Title: Mayor

Title: Water Team Leader

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



## **EXHIBIT A-3 AMENDED SCOPE OF SERVICES**

### **Project Overview**

Generally, Amendment No. 03 is providing professional engineering services for the Bentonville Sewer Improvements and Master Plan Phase 02 design for the upgrades of the Shewmaker Interceptor. .

The two phases of the Shewmaker Sewer Basin improvements are being designed as separate phases. Phase 01 focuses on the improvements required for the lower Shewmaker sewer basin. Phase 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.

Phase 01 of the Shewmaker Interceptor Improvements was to include the improvement of approximately 6,700 linear feet of the existing 12" VCP interceptor from the North Lift Station to MH 320-3331, at the interceptor junction south of NE Tiger Blvd, to 24-inch PVC. This phase is currently under contracted design.

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.



## Phase 02 Services

### 1. Project Management – Phase 02

- 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 STAA and 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).
  - 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 02

### 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 Town Branch Creek and 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.

A FEMA data request will be performed to acquire the Effective model for Town Branch Creek. The \$300 fee for the FEMA data request is included in the project fee. The Benton County FIS states that the Effective model was produced for the 1997 FIS in HEC-2, which is now an outdated hydraulic modeling software. Garver will produce an updated hydraulic model of Town Branch Creek using 1D HEC-RAS. The updated model will extend from Lettered Section D (downstream of Tiger Boulevard) to Lettered Section B (approximately 1,600 feet downstream of the confluence of Shewmaker Creek). Garver will utilize lidar topography and project survey to represent the Existing (pre-project) conditions topography of the floodplain and any roadway crossings. Garver will collect four (4) hydraulic cross sections to supplement lidar along the channel. A Proposed (Post-Project) Conditions model will be created based on the existing model to reflect the proposed project design. Floodway runs will be conducted using the Effective floodway boundary to determine any adverse impacts to the floodway along Town Branch Creek.

Based on the hydraulic analyses of both creeks, 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 02

#### a. Design Surveys

The overall topographic survey for the project will be completed as part of Amendment 01 for the entirety of the Phase 01 and Phase 02 sections. However, additional survey such as Lidar of the interior of the lift station, existing force main locates, and stream cross sections will be required in Phase 02. If there are additional areas of survey required due to scope additions or unforeseen challenges encountered, the additional scope and fee will be agreed upon and submitted as an amendment.

#### 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.

#### c. Subsurface Utility Engineering – Level B

Garver will subcontract with USM will complete a Google Earth desktop review and call for an 811-design ticket per the state of Arkansas' requirements. Upon receiving the utility owners' information, USM will contact them to either locate their assets or provide maps. If any fees are charged by utility owners for any of their information or services, the fees will be given to the client/Gaver. After all utility owners have been reached and maps have been provided, USM will compile all maps provided to prepare for field visits and the SUE investigation. Upon completion of the fieldwork and investigation, USM will compile all field investigation notes, utility information/utility owner comments, and provide a report of the findings.

Deliverables:

- 1) Civil 3D dwg. of utilities
- 2) PDF sheet of all utilities per section requested
- 3) SUE report of Evidence in Section

### 4. Property Acquisition Documents (20 properties max) – Phase 02

#### 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 one exhibit



per property that contains existing sewer easements, proposed permanent easements, permanent right of way and proposed temporary construction easements for no more than twenty (20) properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review. Garver will provide initial documentation for negotiation and/or filing, and adjust the easement exhibit and legal descriptions up to one (1) time per property owner request.

Garver will develop property owner notification letters and project information cards. 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.

b. Property Acquisition Services

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

Garver will mobilize a survey crew a maximum of four (2) trips to the site to stake the proposed easements at 100' offset, for a maximum of 20 tracts

Project Management

Comprehensive project management and administrative services shall be provided for the duration of the assignment. Services shall include development and maintenance of an initial property owner listing with complete and current contact information; preparation and distribution of weekly status reports to stakeholders summarizing service status, tasks completed, and tasks remaining; and ongoing coordination with the Client and property ownership regarding contractual matters, design development, funding considerations, and other project-related activities necessary to support successful project execution.

A structured file management system shall be implemented and maintained whereby all project and parcel-related documents are retained, with permanent records transferred to the Owner upon request. Copies of all correspondence and documented contacts with property owners shall be maintained as part of the official project record.

Administrative services shall include conducting an initial meeting with the Client/Owner at the outset of the project to review parcel acquisition service requirements. This meeting shall establish and document the Owner's processes and policies governing land acquisition services, including specific parameters and authority for negotiations.

Appraisal Services

A real estate market study, compiled by a licensed appraisal officer familiar with local properties, will be provided that outlines a range of values for all property types impacted. The intent is to secure as many parcels as possible through the use of appraisal waivers. Please note that no parcel can be acquired through condemnation unless an appraisal is completed, as a result we are including a price for an appraisal on all non-City owned tracts as a worst case scenario. Fees for appraisal services will be billed to the Owner.



The appraiser and property acquisition sub-contractor will prepare and conduct personal pre-appraisal contact with the property owner or their designated representative and offer and opportunity to accompany the appraiser on the inspection of the subject property.

The appraiser will prepare an appraisal report for each parcel to be acquired, except those owned by the City of Bentonville. This report will conform to the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation. As necessary, prepare written notification to the Client of any environmental concerns associated with the right of way to be acquired that could require environmental remediation.

#### Acquisition Services

All services necessary to facilitate parcel and easement acquisition shall be performed by the property acquisition sub-contractor in accordance with Client requirements. Services shall include review of title documents to confirm proper parties of interest prior to initiation of negotiations; review of appraisal reports and confirmation of Client approval before presenting offers; preparation and delivery of Client-approved offer letters using conveyance instruments provided by the Client, with any owner-requested modifications subject to Client approval. Written offers shall be delivered in person when practicable, or otherwise transmitted via Certified Mail or Priority Mail with Return Receipt Requested.

Property owner inquiries shall be addressed within two (2) business days, and a detailed contact log shall be maintained for each parcel. All required parties shall execute conveyance documents, and completed acquisition documentation shall be transmitted to the City. Executed conveyance instruments shall be recorded with the appropriate county, and recorded copies shall be provided to the City

#### Condemnation Support Services

If negotiations are unsuccessful, the property acquisition sub-contractor will prepare and send a final offer package to the property owner(s) by Regular Mail and Certified Mail, with a Return Receipt Requested.

Agent will prepare and provide the Client with a Request for Condemnation Package, including a recommendation to proceed with condemnation. The package shall include a memo reflecting all interested parties to be joined in the condemnation proceeding, appraisal, initial offer package, final offer package, negotiator reports, and any additional information necessary to prepare the parcel for condemnation.

### **5. Geotechnical Investigation – Phase 02**

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 eight (8) 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 02:

1. Six (12) test bores to a depth of 15 feet or auger refusal.
2. Two (4) test bores to a depth of 40 feet (including rock coring).

## **6. Environmental Services – Phase 02**

### **a. Wetland Delineation**

Garver will complete a wetland delineation of the Phase 2 Wetland Study Area, which comprises a total of approximately 9.9 acres and is defined as two 20-foot-wide corridors totaling 2.3 miles long for the proposed alignment and 40-foot-wide corridors for the potential re-route areas, which total approximately 0.9 mile long. These potential re-route areas are likely needed to accommodate 20-foot-wide temporary construction easements, 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 2 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 2 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 2 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 2 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 2 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 2 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 2 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 2 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 2 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 0.9 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 large site construction stormwater pollution prevention plan (SWPPP) and Short Term Activity Authorizations (STAAs) being prepared for Phase 2 will not be submitted to the Arkansas Division of Environmental Quality (DEQ) until the alignment is finalized, revisions to the Phase 2 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 2 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 large site construction stormwater pollution prevention plan (SWPPP) in accordance with DEQ standards in order to obtain a National Pollutant Discharge Elimination System (NPDES) permit for proposed work within the Phase 2 Wetland Study Area. The SWPPP will be submitted to DEQ for review and approval and obtain a construction site notice of coverage for the project. Garver will pay the initial permitting fee (\$200). 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.
- Coordinate with DEQ for issuance of Notice of Coverage for Phase 2.

Garver will coordinate issuance of up to 13 STAAs for Phase 2 in accordance with DEQ standards for stream crossings. Garver will pay the permitting fee for up to 13 STAAs (estimated at \$1,950).



## 7. Preliminary Design – Phase 02

- 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 for the Shewmaker Interceptor Improvements, New North Lift Station and Force Main:

- Cover Sheet (Assume 2 sheets)
- Location/Key Map (Assume 2 sheets)
- General Notes, Legend, Abbreviations (Assume 12 sheets)
- Easement Layouts (Assume 8 sheets)
- Interceptor Plan and Profile Sheets (Assume 20 sheets)
- North Lift Station Site Civil (Assume 10 sheets)
- North Lift Station Demolition Sheets (Assume 6 sheets)
- North Lift Station Process and Instrumentation Diagram (Assume 8 sheets)
- North Lift Station Electrical (Assume 15 sheets)
- North Lift Station Structural (Assume 12 sheets)
- North Lift Station Process (Assume 8 sheets)
- Force Main Plan and Profile Sheets (Assume 8 sheets)
- Civil Detail Sheets (Assume 12 sheets)
- Mechanical Detail Sheets (Assume 7 sheets)
- Structural Detail Sheets (Assume 8 sheets)
- Electrical Detail Sheets (Assume 4 sheets)

Estimated total number of sheets: 142

- b. 50% OPCC – Prepare an estimate of construction quantities and develop an AACE Class 2 (-15% to +20%) preliminary opinion of probable construction cost (OPCC).
- c. Utility coordination: identify utility potential conflicts and perform general coordination with the stakeholders to understand potential design impacts, permitting requirements, and construction constraints. This coordination will be done via phone or email and does not include additional coordination meetings.
- d. Deliverables

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

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

## 8. Final Design – Phase 02

- a. 100% Plans – Following approval of the preliminary design plans, Garver will prepare final design plans (100%) for all sheets.



- b. 100% Specifications – Following approval of the draft final specifications, Garver will prepare final design specifications (100%). These specifications will include all technical specifications and the front-end documents including proposal forms, notice to bidders, bid forms, and bond forms.
- c. 100% OPCC – Prepare an estimate of construction quantities and develop an AACE Class 1 (-15% to +20%) opinion of probable construction cost (OPCC).
- d. Utility coordination: identify utility potential conflicts and perform general coordination with the stakeholders to understand potential design impacts, permitting requirements, and construction constraints. This coordination will be done via phone or email and does not include additional coordination meetings.
- e. 100% Design Review Meeting – Conduct one (1) 2-hour in-person workshop with the Owner to present and review the 100% design deliverables, discuss review comments, and confirm design path forward. Meeting minutes will be prepared and distributed by Garver.
- f. Issued for Bid Documents – Incorporate comments received on the 100% submittal and regulatory permits and prepare bid ready documents.
- g. Deliverables

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

- Final Design (100%) plans
- Design (100%) specifications
- AACE Class 1 OPCC
- 50% Owner comment spreadsheet with comment responses
- Issued regulatory permits and bid ready documents.

## **9. Bidding Services – Phase 02**

Bidding services will be provided for a maximum of two separate bids for this phase of improvements. The bidding period for bidders is anticipated to extend for a 60-day duration. During the bidding phase of the project, Garver will:

- a. Provide support for bid advertisement, construction contract documents, and any associated information for download by prospective bidders.
- b. Support the contract documents by preparing up to two (2) addenda as appropriate.
- c. 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

#### **10. 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 utility's 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



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

**11. 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. A mutually agreed upon schedule between Owner and Garver will be determined prior to project kickoff. Schedule will assume design and construction of upper interceptor, north lift station, and force main occur concurrently in Phase 02.



**EXHIBIT B - 3  
(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	
<b>TOTAL FEE</b>	<b>\$394,500.00</b>	
<b>AMENDMENT NO. 01</b>		
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	
<b>TOTAL FEE</b>	<b>\$560,190.00</b>	
<b>AMENDMENT NO. 02</b>		
Early Tree Clearing Package – Phase 01	\$72,932.00	Hourly Rate + Expenses
<b>TOTAL FEE</b>	<b>\$72,932.00</b>	
<b>AMENDMENT NO. 03</b>		
Project Management – Phase 02	\$127,570.00	Hourly Rate + Expenses
FEMA / No-Rise Certificate – Phase 02	\$26,820.00	
Survey - Phase 02	\$120,336.00	
Property Acquisition Documents (20 properties max) - Phase 02	\$270,125.00	
Geotechnical Investigation - Phase 02	\$52,451.00	
Environmental Services - Phase 02	\$53,230.00	
Preliminary Design - Phase 02	\$512,750.00	
Final Design - Phase 02	\$691,920.00	



Bidding Services - Phase 02	\$61,550.00	
TOTAL FEE	\$1,916,752.00	
<b>TOTAL AMENDED CONTRACT FEE</b>		
TOTAL FEE	\$2,944,374.00	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 + \$72,932.00 + \$1,916,752.00 for a total fee of \$2,944,374.00. 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.



**Exhibit B-4  
(AGREED UPON RATES)  
Garver Hourly Rate Schedule: July 2025 - June 2026**

<b>Classification</b>	<b>Rates</b>	<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>		<b>Resource Specialists</b>	
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
<b>Planners</b>		<b>Environmental Specialists</b>	
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
<b>Designers</b>		<b>ES-6</b>	
D-1	\$ 128.00	ES-6	\$ 345.00
D-2	\$ 146.00	ES-7	\$ 431.00
D-3	\$ 174.00	ES-8	\$ 487.00
D-4	\$ 208.00	<b>Project Controls</b>	
D-5	\$ 256.00	PC-1	\$ 115.00
<b>Technicians</b>		PC-2	\$ 152.00
T-1	\$ 103.00	PC-3	\$ 194.00
T-2	\$ 124.00	PC-4	\$ 248.00
T-3	\$ 151.00	PC-5	\$ 303.00
T-4	\$ 195.00	PC-6	\$ 392.00
<b>Surveyors</b>		PC-7	\$ 491.00
S-1	\$ 63.00	<b>Management / Administration</b>	
S-2	\$ 84.00	AM-1	\$ 82.00
S-3	\$ 113.00	AM-2	\$ 104.00
S-4	\$ 161.00	AM-3	\$ 145.00
S-5	\$ 203.00	AM-4	\$ 186.00
S-6	\$ 237.00	AM-5	\$ 227.00
S-7	\$ 280.00	AM-6	\$ 295.00
S-8	\$ 353.00	AM-7	\$ 378.00
2-Man Crew (Survey)	\$ 244.00	M-1	\$ 552.00
3-Man Crew (Survey)	\$ 305.00		
2-Man Crew (GPS Survey)	\$ 301.00		
3-Man Crew (GPS Survey)	\$ 374.00		
<b>Construction Observation</b>			
C-1	\$ 122.00		
C-2	\$ 152.00		
C-3	\$ 186.00		
C-4	\$ 240.00		
C-5	\$ 289.00		



**City of Bentonville, Arkansas Agenda Item Form**

**Item Details**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

<input type="checkbox"/> <b>Informational</b>	<input type="checkbox"/> <b>Bid Award</b>	<input type="checkbox"/> <b>Enter into an Agreement</b>	<input type="checkbox"/> <b>Change Order</b>
<input type="checkbox"/> <b>Recognizing Funds</b>	<input type="checkbox"/> <b>Budget Adjustment</b>	<input type="checkbox"/> <b>Waiver of Bid</b>	<input type="checkbox"/> <b>Emergency Clause</b>
<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Resolution</b>	<input type="checkbox"/> <b>Informational</b>	

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
-----------------------------	----

**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
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

**Fund(s) Impacted**

(check all that apply)

**General Fund**     **Utility Fund**     **Street Fund**    **Other(s):** \_\_\_\_\_

*Budget Impact Notes for Consideration (Optional):*



## Contract Pricing Confirmation

River City Hydraulics would like to formally submit the following equipment proposal through the Sourcewell cooperative purchasing program for consideration by the City of Bentonville.

**Equipment:**  
Sewer Equipment Company of America  
Ram Vac HX-12 Hydro Excavator

**Sourcewell Contract:**  
Contract #101221-SCA

**Pricing:**  
Not to exceed \$584,035.74

**Agency Information:**  
City of Bentonville  
Sourcewell Member ID: 93163

This proposal is submitted in accordance with Sourcewell cooperative purchasing guidelines and pricing. City of Bentonville will be responsible for sales tax only at the time of unit registration and is not included in sale price. Please let us know if any additional documentation, specifications, or approvals are required to proceed.

Thank you for your time and consideration.

Walker, LA  
9188 Comar Dr  
Walker, LA  
70785

Sherwood, AR  
122 Magnet Dr  
Sherwood, AR  
72120

Memphis, TN  
3135 E Shelby Dr  
Memphis, TN  
38118

Tulsa, OK  
12609 E. 60<sup>th</sup> St. #1  
Tulsa, OK  
74146

**1-800-365-6183**



River City Hydraulics, Inc.  
 P.O. Box 6033  
 Sherwood, AR 72124  
 Phone: (501) 835-5230  
 Fax: (501) 834-1233

# Purchase Agreement

Date	Estimate #
1/29/2026	30080

Name / Address
City of Bentonville 1000 SW 14th Street Bentonville, AR 72712

Ship To
City of Bentonville 3200 Municipal Drive Bentonville, AR 72712

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	RM			
Item	Description	Qty	U/M	Rate	Total
SEWER EQUIP...	RAMVAC HX-12 HYDRO EXCAVATOR MOUNTED ON NEW AND UNUSED KENWORTH T880 CHASSIS ENGINE: MX13 455HP	1	ca	596,457.00	596,457.00
SOURCEWELL...	SOURCEWELL DISCOUNT Water System: 1300 gal Duraprolene tank capacity Hydraulic Powered Water Pump Via Transmission PTO Drive rated 10 GPM @ 3000 PSI Water Pressure Display 400,000 BTU Water Heater 2.5" Hydrant Fill system w/ 25' hose Air Purge Valve, Recirculation System and Wash Station 75' of 3/8" Hose w/ retractable reel Electrical: NEMA 4 Control Panel Wireless Remote Control Hour Meter Compartment: Steel shroud encloses all water components 80,000 BTU Compartment Heater Roll Up Doors Heated Equipment Locker	1		-12,421.26	-12,421.26

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date \_\_\_\_\_

Print

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: \_\_\_\_



River City Hydraulics, Inc.  
 P.O. Box 6033  
 Sherwood, AR 72124  
 Phone: (501) 835-5230  
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# Purchase Agreement

Date	Estimate #
1/29/2026	30080

Name / Address
City of Bentonville 1000 SW 14th Street Bentonville, AR 72712

Ship To
City of Bentonville 3200 Municipal Drive Bentonville, AR 72712

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	RM			
Item	Description	Qty	U/M	Rate	Total
	Vacuum System: 4400 CFM Blower 8" Vacuum Hose system 18" HG vacuum rating Cyclone Separator Heavy Duty Final Filter Box Vacuum Enhancer Directional Discharge System Hydrostatic Blower Drive via rear mount chassis engine pump drive Boom: Hydraulic Powered Dig Deep Boom 330° Working Radius Boom Reach - 18' extendable to 23' (2) Boom Mounted Work Lights Truck: Mounting to Kenworth T880 Chassis Alum Toolbox 18"x18"x30" Driver Side Mud flaps, Bumper LED D.O.T. approved lighting				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date \_\_\_\_\_

Print

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: \_\_\_\_



River City Hydraulics, Inc.  
 P.O. Box 6033  
 Sherwood, AR 72124  
 Phone: (501) 835-5230  
 Fax: (501) 834-1233

# Purchase Agreement

Date	Estimate #
1/29/2026	30080

Name / Address
City of Bentonville 1000 SW 14th Street Bentonville, AR 72712

Ship To
City of Bentonville 3200 Municipal Drive Bentonville, AR 72712

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	RM			
Item	Description	Qty	U/M	Rate	Total
	Debris Tank: 12 cubic yards (2500 gal) Debris Tank Hydraulic Dump, 50° Dump Angle (Cylinder) Debris Level Indicator Debris Tank Flush Fold Down Pipe Rack Hydraulic Powered Open/Close Rear Door Accessories: (4) 8" x 6' Extension Tubes (5) Quick Clamps 8" (1) 8" x 6' Digging Tube Hydro-Excavation Dig Wand Kit Variable Degree Washdown Gun (1) Hydrant Wrench 25' Fill Hose Operations, Maintenance, Safety Manuals OPTIONS INCLUDE: DEBRIS BODY PUMP OFF SYSTEM 2" WYE-STRAINER ON INLET FILL SYSTEM LED ARROW STICK LED AMBER STROBE LIGHT LED STROBE PACKAGE REAR BACKUP CAMERA W/ 7" MONITOR AIR PURGE SYSTEM SIX 28" D.O.T. SAFETY CONES AND HOLDER				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date \_\_\_\_\_

Print

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: \_\_\_\_



River City Hydraulics, Inc.  
 P.O. Box 6033  
 Sherwood, AR 72124  
 Phone: (501) 835-5230  
 Fax: (501) 834-1233

# Purchase Agreement

Date	Estimate #
1/29/2026	30080

Name / Address
City of Bentonville 1000 SW 14th Street Bentonville, AR 72712

Ship To
City of Bentonville 3200 Municipal Drive Bentonville, AR 72712

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	RM			
Item	Description	Qty	U/M	Rate	Total
	CENTRAL LUBRICATION SYSTEM				
	CITY OF BENTONVILLE SOURCEWELL # 93163				
	SEWER EQUIPMENT SOURCEWELL # 101221-SCA				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.  Signature _____ Date _____  Print _____	<b>Subtotal</b>	\$584,035.74
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$584,035.74

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: \_\_\_\_