



**Bentonville Utility Board
Meeting Agenda
March 3, 2026
11:30 AM
Bentonville City Hall**

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: February 17, 2026

I. New Business

1. **Resolution to Purchase a Cab/Chassis from Hendricks Automotive Group using Sourcewell Co-op** **Resolution**

A resolution to purchase a cab and chassis from Hendricks Automotive Group through participation in the Sourcewell Cooperative (Co-Op) contract 081325 for \$58,084.13 plus taxes. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 081325, 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.
2. **Ordinance Approving a Waiver of Bid to Purchase Various Electric Enclosures** **Ordinance***

Approval of an ordinance to waive competitive bidding to purchase various enclosures 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.
3. **Resolution to Award Bid IFB-26-09 for Water Main Repair Materials** **Resolution**

A resolution awarding bid IFB-26-09 for water main repair materials to Northwest Arkansas Winwater, Consolidated Pipe and Supply, and Ferguson Enterprises, LLC in the amount of \$140,073.88. No budget adjustment is needed.
4. **Ordinance Approving a Waiver of Bid to Order 750 Underground Wire (WRRF Project)** **Ordinance***

Approval of an Ordinance to waive competitive bidding to purchase 750 u/g wire from Stuart Irby, Unit Prices and estimated quantities attached, plus applicable

taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. No budget adjustment is needed.

5. **Resolution Approving an Agreement for Sewer Flow Monitoring with TREKK Design Group** **Resolution**

Staff is requesting approval of a resolution authorizing the Mayor and the City to enter into an Agreement with TREKK in the amount of \$214,726.95. The agreement is required for the purchase, installation, and maintenance of flow monitoring equipment, along with the software subscriptions and oversight necessary to collect reliable flow data. TREKK was selected following state procurement requirements (SOQ-26-20). No budget adjustment is needed.

6. **Resolution to Award Bid IFB-26-08 for 48" Water Transmission Main Repair** **Resolution**

Staff requests a Resolution to award bid IFB-26-08 48" Water Transmission Main Repair to Crossland Heavy Contractors, Inc in the amount of \$141,650.00 to perform repairs on the City's 48" water transmission main. No budget adjustment is needed.

7. **Resolution to Enter into an Agreement with Insituform Technologies for 48" Water Main Repair** **Resolution**

Staff requests a Resolution authorizing the Mayor and City Clerk to enter into an agreement with Insituform Technologies, LLC in the amount of \$83,500.00 through participation in the Buyboard Cooperative contract #730-24, to perform repairs on the City's 48" water transmission main. No budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Tanya Moore, Purchasing Agent, Purchasing and Compliance Department

DATE: February 20, 2026

SUBJECT: Electric Utility Department Hendrick Automotive Group

The Purchasing and Compliance Department has reviewed the documentation provided by the Electric Department for the purchase of 1 (one) 2025 2500 Double Cab 4X4 (VIN 1GB5KLE73SF137946) from Hendrick Automotive Group/Government Fleet under Sourcewell Contract # 081325. The total cost of purchase is \$58,084.13.

Based on the review of contract documentation, pricing verification, and cooperative purchasing compliance, the Purchasing and Compliance Department confirms that the request complies with the City of Bentonville's Purchasing Policy, Section 4.6, for Cooperative Purchases Meeting or Exceeding the Council Threshold.

Please feel free to contact me with any questions.

Tanya Moore
Purchasing Agent
(479) 271-3115
Tmoore@bentonvillear.com

Hendrick Automotive Group - Sourcewell Contract



CONTACT TO PURCHASE	
Quote #	331573
Stock #	CS37946
Date #	1/15/2026
Sales Rep.	BILLY WOOD

CUSTOMER INFORMATION

Customer	CITY OF BENTONVILLE			Email	ryork@bentonvillear.com		
Street	1000 SW 14TH ST	City	BENTONVILLE	State	AR	Zip	72712
Contact	RIITCHIE	Phone		Cell	(479) 271-5984	Fax	
P.O.#		Fleet Account No.	817609				

VEHICLE INFORMATION

Type	New	Year	2025	Make	Chevy	Model / Description	2500 DOUBLE Cab 4x4 Gas
Miles	N/A	Color	Summit white	Int Color	Jet Black	Vin #	1GB5KLE73SF137946

TRANSACTION

ITEMS ADDED			PRICING BREAKDOWN	
1	Added Item's Include:	\$10,457.70	1. MSRP	\$53,568.00
2	8 FT READING SERVICE		2. Dealer Discount	\$3,841.57
3			3. Incentives & Rebates	\$3,200.00
4			4. Total Purchase	\$46,526.43
5				
6			5. Items Added	\$10,457.70
Fleet Products			6. Delivery & Dealer Fee	\$1,100.00
1		\$0.00	7. Total Price	\$58,084.13
2			8. Sale Tax	
3			9. Registration and Title Fees	
Purchase Quantity	1		10. Sub Total	\$58,084.13
			11. Final Amount Due / Financed	\$58,084.13

Notes

SOURCEWELL CONTRACT NUMBER FOR Hendrick 081325
SOURCEWELL CONTRACT NUMBER FOR CITY OF BENTONVILLE 93163

*** See Attached Spec. Sheet For Details ***

Customer Signature

Date

QUOTE VALID THRU DATE: 1/31/2026

"This offer is based on incentives, rates and other conditions that may expire at any time without notice. All offers are subject to vehicle availability, lender's credit approval and lender's other requirements. Customer hereby authorizes this vehicle order, and agrees to the vehicle terms set forth herein."



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Ordinance	Resolution	Informational	

Title, Recommendation & Justification

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Action Recommendation & Justification:	
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		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):

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	Price/AECI	Price/Techline	Price/lrby	aeci low total
1	90	EA	1466	ENCLOSURE 6 BENTONVILLE GRAPHICS, DARK GREEN ELECTRICAL PEDESTAL, 2" PENTA CUP ASSEMBLY, 2 DOORS 1)BACK/LOW/RT 1)BACK/LOW/LEFT, 3-6350 CONNECTORS AND PLASTIC COVERS, WITH GROUNDWIRE API-10X14WBT-DCG	\$221.50	\$224.45	\$222.10	\$19,935.00
2	20	EA	1470	ENCLOSURE BURIAL CONCAST 200 AMP 3PHASE LID FIBERCRETE MOUNTING PAD LID FC-37-73-2-3PH-1	\$600.00	\$629.00	\$650.00	\$12,000.00
3	34	EA	1473	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD, 3PH FC39-75-36-3PH	\$750.00	\$815.00	\$823.86	\$25,500.00
								\$57,435.00



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Title, Recommendation & Justification

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(check all that apply)

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Budget Impact Notes for Consideration (Optional):



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	2/19/2026	Time of Bid Opening:	1:30 PM	Solicitation ID Number:	IFB-26-09
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Solicitation Title: 2026 Water Main Repair Materials

Line Item	Estimated Quantity	Unit of Measure	Description	Bidders:			Northwest Arkansas Winwater			Consolidated Pipe and Supply			Ferguson Enterprises, LLC		
				Unit Price	Extended Price	Lead Time	Unit Price	Extended Price	Lead Time	Unit Price	Extended Price	Lead Time			
1	60	FT	City Part #4614 48" Ductile Iron CL350 Gauged pipe, full 20' joint within 2' of the bell shall have an O.D. of 50.8"	\$900.00	\$54,000.00	3-4 wks	\$1,278.60	\$76,716.00	6-10 wks	\$969.42	\$58,165.20	16-18 wks			
2	4	EA	City Part #4615 48" MJ BOLT PACK MJ GASKET/BOLT AND NUTS bolt length needs to accommodate a C110 full Body fitting, 8.5" from bottom of t-head to end of threads.	\$1,200.00	\$4,800.00	12 wks	\$950.00	\$3,800.00	4-6 wks	\$710.52	\$2,842.08	4-6 wks			
3	4	EA	City Part #4616 48" DUCTILE MEGALUGS 1148DEC RESTRAINTS	\$3,000.00	\$12,000.00	12 wks	\$3,255.00	\$13,020.00	8-10 wks	\$3,586.19	\$14,344.76	4-6 wks			
4	1	EA	City Part #4617 48" L301 BELL ADAPTER X MJS DIAPERS/GASKETS INCLUDED	\$10,500.00	\$10,500.00	12 wks	\$9,850.00	\$9,850.00	8-12 wks	\$11,162.34	\$11,162.34	12-14 wks			
5	1	EA	City Part #4618 48" L301 SPIGOT X MJS DIAPERS/GASKETS INCLUDED	\$11,000.00	\$11,000.00	12 wks	\$9,850.00	\$9,850.00	8-12 wks	\$11,162.34	\$11,162.34	12-14 wks			
6	2	EA	City Part #4619 48" Long sleeve epoxy coated fitting C110 full body with an ID of 50.97" accommodating 48" pipe OD 50.8"	\$25,815.90	\$51,631.80	18-20 wks	\$26,615.00	\$53,230.00	22-24 wks	\$29,336.25	\$58,672.50	19-21 wks			

BID VERIFICATION TABULATION

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



Michelle Gaudin
Purchasing and Compliance Specialist



Tanya Moore
Purchasing and Compliance Specialist



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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</u>	<u>Extended Price</u>	<u>Lead Time</u>
2192	750 1/3 Neutral AL	2670	\$17.13	\$45,737.10	42 weeks
		3 reels at 890'			
		2895	\$17.13	\$49,591.35	
		3 reels at 965'			
		2370	\$17.13	\$40,598.10	
		3 reels at 790'			
		2445	\$17.13	\$41,882.85	
		3 reels at 815'			
		total: 10,380'		\$177,809.40	
Total Price for All Line Items					

Quote
Submitted By: _____



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Ordinance	Resolution	Informational	

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(check all that apply)

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Budget Impact Notes for Consideration (Optional):



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: SOQ-26-20 Trekk Flow Monitoring ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Trekk Design Group, LLC, hereinafter referred to as "PROFESSIONAL CONSULTANT" (collectively, the "PARTIES").

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

RECITALS:

- A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and
- B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-65-101; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The PROFESSIONAL CONSULTANT wishes to perform such professional services under this AGREEMENT with the CITY.

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

ARTICLE I - PROJECT DESCRIPTION

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

ARTICLE II - SCOPE OF SERVICE

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

ARTICLE III - STANDARD OF CARE

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

ARTICLE IV - ADDITIONAL SERVICES

- A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.
- B. PROFESSIONAL CONSULTANT shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, TERM, SERVICES AND PAYMENT

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services", attached hereto and incorporated herein by reference.
- B. CONTRACT TERM. The term for this Contract shall be a one (1) year term for 2026 services, and shall be renewable annually upon written agreement via Amendment for a total maximum term of three (3) years, commencing on the effective date of this contract.
- C. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- D. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT.
- E. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.
- F. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and

PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.

- G. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.
- H. If the CITY fails to make any payment, not in dispute, due to PROFESSIONAL CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due to the PROFESSIONAL CONSULTANT will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, PROFESSIONAL CONSULTANT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until PROFESSIONAL CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

- A. PROFESSIONAL CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:
 - 1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL CONSULTANT's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
 - 2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL CONSULTANT, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
 - 3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL CONSULTANT's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
 - 4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
 - 1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
 - 2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
 - 3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.
- C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.
- E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

- A. CITY will obtain and/or furnish right-of-access for PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.
- B. PROFESSIONAL CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.
- C. CITY recognizes that PROFESSIONAL CONSULTANT's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of PROFESSIONAL CONSULTANT, at no additional cost to the CITY. In the event that PROFESSIONAL CONSULTANT fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to PROFESSIONAL CONSULTANT.

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.
- D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates, agents and PROFESSIONAL CONSULTANTS for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANTS.
- F. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

- A. CITY agrees to inform PROFESSIONAL CONSULTANT of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which PROFESSIONAL CONSULTANT shall communicate to its employees. PROFESSIONAL CONSULTANT and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. Unless specifically provided in the SCOPE, PROFESSIONAL CONSULTANT shall not have any responsibility for overall job safety at the site. If in the PROFESSIONAL CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, PROFESSIONAL CONSULTANT may immediately suspend performance until such safety standards can be attained.
- C. PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of PROFESSIONAL CONSULTANT's performance of this AGREEMENT.

ARTICLE X - TERMINATION

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.
- C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

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

ARTICLE XI - INDEMNIFICATION

- A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

- A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.
- B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIV - DISPUTE RESOLUTION

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

ARTICLE XV - OPINIONS OF PROBABLE COST

- A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT’s estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT’s experience and qualifications and represent the PROFESSIONAL CONSULTANT’s judgement in accordance with the “Standard of Care”. The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.
- B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

PROFESSIONAL CONSULTANT shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the Benton County Circuit Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

- A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.
- B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

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

ARTICLE XX – ENTIRE AGREEMENT

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

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed two hundred fourteen thousand seven hundred twenty-six dollars and ninety-five cents (\$214,726.95)**, unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

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

CITY OF BENTONVILLE _____ CITY	_____ PROFESSIONAL CONSULTANT
_____ BY	_____ BY
MAYOR _____ TITLE	_____ TITLE
_____ DATE SIGNED	_____ DATE SIGNED

APPENDIX A PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

Sanitary sewer flow monitoring program to collect flow data at strategic locations throughout the system. Includes the purchase, installation, and maintenance of flow monitoring equipment, along with the software subscriptions and oversight necessary to collect reliable flow data. The project enables staff to continue tracking flows in capacity constrained areas of the system, analyze the successful inflow and infiltration reductions in priority rehabilitation areas, and provide data for model expansion and calibration..

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APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

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

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

- Subcontracting of services by the PROFESSIONAL CONSULTANT shall have prior approval of the CITY.

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A D/WBE, WOSB Certified
Civil Engineering Firm

SCOPE OF SERVICES FOR 2026 Flow Monitoring BENTONVILLE, ARKANSAS

The general scope of this work includes purchase of new flow monitoring equipment, removal of existing flow monitoring equipment, installation of new flow monitoring equipment, flow meter maintenance, rainfall meter maintenance, and oversight of a year-long (April 2026 through March 2027) flow monitoring study including up to 10 flow meters with a total of 11 area velocity (AV) sensors and 5 rain gauges. Flow meter and rain gauge locations have been selected by City of Bentonville Water Utility (BWU) engineers and staff.

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION:

1. **Project Management and Administration** - The Consultants in-house project management, administration, budget tracking, and monthly billing (based on 12 months).
2. **Project Kick-Off Meeting** - The Consultant will meet with BWU during an initial project kick-off meeting. The purpose of the initial kick-off meeting will be to discuss the project goals and objectives, review proposed site locations, review expectations, coordinate field services, review schedule, and confirm deliverables.
3. **Project Progress Meetings** - The Consultant will attend up to two (2) progress meetings during the project to discuss work complete and necessary coordination efforts. The project manager and appropriate field team leader involved with current work activities shall attend on behalf of the Consultant. The Consultant shall prepare an agenda for each meeting and a summary following the meeting.

TASK 2 – EQUIPMENT PURCHASE:

1. **Flow Monitoring Equipment Coordination and Purchase** – The Consultant shall coordinate and purchase up to 10 Teledyne ISCO Duratracker flow meter units and 11 TIENET AV sensors. BWU shall retain ownership of the flow monitoring equipment.

TASK 3 – REMOVALS, INVESTIGATIONS, AND INSTALLATIONS:

1. **Existing Flow Monitoring Equipment Removal** – The Consultant shall remove existing flow monitoring equipment at up to 7 locations and existing rain gauge equipment at up to 2 locations.
2. **Site Investigations** – The Consultant shall perform flow monitoring site investigations for up to 4 flow meters at proposed locations provided by BWU. The purpose of the site investigations is to confirm each site is conducive for safe and effective flow monitoring that will produce quality data. If the proposed locations are not suitable or pose safety concerns, the Consultant will recommend alternate locations. Flow monitoring locations will be approved by BWU prior to installation. The following should be taken into consideration when performing the meter site investigations.

Suitability for Accurate Metering – The accuracy of open channel flow meters depend on numerous variables and it is imperative that they be considered as much as possible. For this reason, reconnaissance inspections will be performed to minimize such error-causing factors such as changes in pipe alignment and size, low flow, debris, interruption of channel flow by side inlets and turbulence caused by uneven channels. In addition, the Consultant will check for signal strength at the metering locations to ensure flow meter and rain gauge models are able to consistently transmit data.

Safety – It is important that the proposed sites confirm to the Consultant’s requirements for safe operating conditions. If the site falls outside of these requirements, alternative sites that are suitable based on safety requirements will be selected upon further consultation with the Engineer and City staff. If upon inspections, one or more of the proposed locations are not suitable for flow monitoring, the Consultant will recommend alternative locations near the original location.

2. **Installation and Calibration** – Once flow meter locations are confirmed through site investigations, the Consultant shall provide and prepare flow monitoring mounting equipment and sensor bands specific to each site. Consultant shall install up to 10 flow meters with 11 AV sensors and relocate and install up to 1 rain gauge at confirmed locations.

Flow meters will be appropriately mounted for each site, with antennae installed and all sensors mounted within the flow using appropriately sized bands. Initial interrogations (manual measurements of velocity and depth) will be recorded to verify initial readings.

Consultant shall perform post installation visits at the flow meter locations to verify calibrations. Monitoring equipment shall be calibrated per site conditions and programmed to collect data at 5-minute increments.

TASK 4 – FLOW METER AND RAIN GAUGE MAINTENANCE:

Consultant shall provide field maintenance for 10 flow meters including 11 AV sensors and 5 rain gauges for a period of 12 months for up to 15 site visits. All monitoring equipment will include remote telemetry units which use cellular technology. However, if data connections are lost, meters or rain gauges will be downloaded during the next maintenance visit and data uploaded to FlowWorks.

1. **Flow Meter Maintenance** - Flow meter maintenance shall include the upload and interrogation of all flow data, monthly velocity profiling, replacement of batteries, sensor cleaning, and other diagnostic checks.

Consultant shall use Fulcrum to monitor, manage, and record the field maintenance efforts. Fulcrum will house the collection of field interrogation records, manual verification measurements, and other detailed field note information. A detailed site summary including photos and maintenance visit information will be documented in a Fulcrum report form.

Following a severe weather event, Consultant will perform a site visit to clean and verify the flow metering equipment and rain gauges are functioning properly. The standard field

maintenance frequency is estimated to occur every third week and as needed for maintenance.

- a. **FlowWorks Platform** - The FlowWorks platform will be configured with the new flow monitoring equipment at the proposed flow monitoring locations. The platform will be made available to allow BWU to remotely log in and view data at the flow and rainfall monitoring locations. Usernames and passwords will be established as requested, for up to six users. Consultant will configure the platform for the 10 flow meters with 11 AV sensors and the 5 rain gauge sites.

The following will be made available to BWU through the FlowWorks platform:

- Processed data following each maintenance visit.
- Tabular and graphical data of depth, velocity, flow, rainfall, digital camera pictures.
- Scatterplots.
- Map of installed sites with status of function.
- Ability to export raw and engineered flow data.

The price of a FlowWorks license includes access to historical data for up to 365 days from the date of the data logger installation. One year of data access is included in this project.

- b. **FlowWorks Auto I/I Set Up** – The Consultant shall coordinate with BWU and FlowWorks to set up Auto I/I Analysis on the FlowWorks platform with the metrics selected by BWU. Metric options within Auto I/I include the following:

- RDII Volume by Catchment Area (GAL/ACRE)
- RDII Volume by Pipe Length (GAL/LF)
- RDII Flow by Pipe Area (GPM/IN-MILE)
- Peak Flow by Area (GPM/ACRE)
- VC Rain Captured (%)
- RDII Per Pipe Length Per Inch of Rainfall (GAL/LF-IN)
- Peak RDII by Pipe Length (GPM/LF)

2. **Remote Diagnostic Inspections (RDI)** - RDI will be routinely completed throughout the monitoring period to verify meters are working properly and to complete data reliability reviews. Consultant will utilize FlowWorks for RDI review and data viewing. The remote data server will allow reviewers to see the network in real-time and schedule maintenance site visits in order to maximize data uptime and minimize data gaps.
3. **Rainfall Meter Maintenance** - Consultant shall install, service, and maintain 5 continuous recording electronic rain gauges during the same monitoring period. The rain gauges will record rainfall to one hundredths on an inch increments. The instruments will be checked monthly by Consultant or when maintenance is required.

End of Scope

APPENDIX C
SCHEDULE OF FEES, SERVICES

FEE SCHEDULE FOLLOWS



Fee Estimate

Bentonville Water Utilities - 2026 Flow Monitoring

	Labor									Direct Expenses							Labor Total Fee	Units Total Fee	Direct Expenses Total Fee	Grand Total
	Project Principal	Project Manager	Project Engineer II	Senior Industry Specialist	Field Manager	Field Technician I	Field Technician II	PMO Specialist II	Labor Hr Sub-Total	Mileage	FlowWorks Fee (Per Site)	Auto I/I (Per Site)	Batteries	ISCO Duratracker	TIENET AV Sensor	Cell Service (Per Modem)				
Billing Rate	\$308.00	\$200.00	\$131.00	\$238.00	\$152.00	\$126.00	\$98.00	\$110.00		\$0.73	\$500.00	\$180.00	\$1.30	\$6,938.80	\$2,563.00	\$120.00				
TASK DESCRIPTION																				
100 Project Management and Administration	1	38	0	0	24	0	0	16	79	42	0	0	0	0	0	0				\$ 13,346.45
Project Management and Administration (Based on 12 months)	1	32			18			16	67								\$ 11,204.00	\$ -	\$ -	\$ 11,204.00
Project Kick-Off Meeting (Up to 1 @ 1 hr)		2			2				4	14							\$ 704.00	\$ -	\$ 10.15	\$ 714.15
Project Progress Meetings (Up to 2 @ 1 hr)		4			4				8	28							\$ 1,408.00	\$ -	\$ 20.30	\$ 1,428.30
200 Equipment Purchase	0	2	0	0	4	0	0	2	8	0	0	0	0	10	11	10				\$ 100,009.00
Flow Monitoring Equipment Coordination and Purchase		2			4			2	8					10	11	10	\$ 1,228.00	\$ -	\$ 98,781.00	\$ 100,009.00
300 Removals, Investigations, and Installations	0	0	0	0	16	38	64	0	118	90	0	0	0	0	0	0				\$ 13,557.25
Existing Flow Monitoring Equipment Removal					2	8	8		18	30							\$ 2,096.00	\$ -	\$ 21.75	\$ 2,117.75
Site Investigations					8		8		16	30							\$ 2,000.00	\$ -	\$ 21.75	\$ 2,021.75
Installations and Calibration					6	30	48		84	30							\$ 9,396.00	\$ -	\$ 21.75	\$ 9,417.75
400 Flow Meter and Rain Gauge Maintenance	0	18	16	4	102	209	290	0	639	690	15	10	890	0	0	0				\$ 87,814.25
Flow Meter Maintenance (Up to 15 Trips)					16	165	248		429	450			650				\$ 47,477.00	\$ -	\$ 1,171.25	\$ 48,648.25
a. FlowWorks Platform		2	4	2		2			10		15	10					\$ 1,652.00	\$ -	\$ 9,300.00	\$ 10,952.00
b. Flow Works Auto I/I Set Up		4	12	2					18								\$ 2,848.00	\$ -	\$ -	\$ 2,848.00
Remove Diagnostic Inspections (RDI)		12			78				90								\$ 14,256.00	\$ -	\$ -	\$ 14,256.00
Rainfall Meter Maintenance (Up to 12 Trips)					8	42	42		92	240			240				\$ 10,624.00	\$ -	\$ 486.00	\$ 11,110.00
TOTAL HOURS	1	58	16	4	146	247	354	18	844	822	15	10	890	10	11	10				
BILLING RATE	\$308.00	\$200.00	\$131.00	\$238.00	\$152.00	\$126.00	\$98.00	\$110.00		\$0.73	\$500.00	\$180.00	\$1.30	\$6,938.80	\$2,563.00	\$120.00				\$ 214,726.95
TOTAL LABOR COST	\$308.00	\$11,600.00	\$2,096.00	\$952.00	\$22,192.00	\$31,122.00	\$34,643.00	\$1,980.00	\$104,893.00	\$595.95	\$7,500.00	\$1,800.00	\$1,157.00	\$69,388.00	\$28,193.00	\$1,200.00				



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$	
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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



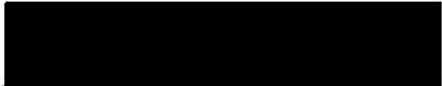
IFB-26-08

Inch Water Transmission Main Repair

			Bidders	Crossland Heavy Contractors	
Line	Unit of Measure	Estimated Quantity	Description	Unit Price	Extended Price
1	EA	2	Mobilization/Demobilization	\$ 15,800.00	\$ 31,600.00
2	EA	2	Excavation	\$ 9,930.00	\$ 19,860.00
3	EA	2	Shoring/Trench Safety	\$ 3,340.00	\$ 6,680.00
4	EA	2	Removal and Disposal of 40 Linear Feet of Defective PCCP Piping	\$ 11,340.00	\$ 22,680.00
5	EA	2	Installation of City Provided Repair Pipe and Associated Parts	\$ 19,100.00	\$ 38,200.00
6	EA	2	Backfill/Surface Restoration (includes minimum of 12" Class 67 3/4 rock for pipe bedding material around entire pipe circumference)	\$ 11,315.00	\$ 22,630.00
Total Bid Price				\$	141,650.00
purchasing@bentonvillear.com					
TABULATION VERIFICATION					



Michelle Gaudern
Purchasing and Compliance Specialist



Tanya Moore
Purchasing Agent, Purchasing & Compliance



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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



Tim Peterie
Phone: 214-317-0950
Email: tpeterie@azuria.com
1103 Postwood Dr.
Corinth, TX 76210

February 17, 2026

SF#: SO-00206040
AR License: 0072030521

Mr. Donald Schmidt
City of Bentonville Water Utilities
3200 SW Municipal Dr
Bentonville, AR 72712

Buyboard Proposal

Project Name: **City of Bentonville, AR – 48” PCCP Water Line Repair
Installation of WEKO Seals**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed in the location maps and other information presented by Bentonville Water Utilities) utilizing the **Local Government Purchasing Cooperative Contract #730-24 administered through the BuyBoard.**

ASSUMPTIONS AND QUALIFICATIONS

The WEKO-SEAL® is a flexible rubber leak clamp that ensures a non-corrodible, bottle-tight seal around the full circumference of the pipe joint area. The proprietary and patented design incorporates special lip seals that create a positive leak proof fit on either side of the joint and can be installed on an array of pipeline configurations.

All purchaser prerequisites must be disclosed before acceptance of this proposal. Items including, but not limited to, background checks, safety or facility orientations, testing (drug/background or otherwise), engineering or any other activity influencing preparation or productivity. Price modifications may be required depending on duration and expense associated with disclosed activities.

Insituform will supply the City of Bentonville a 1-year Performance, Payment, and Maintenance Bond and Certificate of Insurance following acceptance of this proposal.

- Special:**
- 1. In order to eliminate material over-runs and excess inventory, all WEKO-SEAL® materials requested at the direction of the purchaser, shall become property of purchaser/others and billed accordingly. No returns on custom materials or sizing.**
 - 2. Quantities are estimated based on the information provided and survey data. Actual quantities utilized will be billed.**
 - 3. Coordination with contractor completing other work on the pipeline during the shutdown time frame, pipeline shutdown and lockout/tagout, access to pipeline at a minimum of 2 locations to include opening and closing access openings plus vehicle and equipment roadway and staging, safety oversight or rescue team if required, traffic control, QA/QC services if required, and all project permits.**

PROPOSAL TERMS AND CONDITIONS

Terms and Conditions from the Local Government Purchasing Contract are available upon request from the BuyBoard. Insituform will utilize the City of Bentonville Standard General Conditions and Instructions to Bidders where applicable. Any changes to these conditions must be noted and agreed upon by both parties.

The date for installation will be finalized at the time of acceptance notification, but is expected to be April 2-4, 2026.

A renewal letter dated February 1, 2026 from the BuyBoard is being provided as an attachment.

PROPOSAL PRICING

Line Number	Description	Pay Quantity	Unit of Measure	Unit Price (current)	Total Price (current)
1	Mobilization	1.00	EA	\$30,000.00	\$30,000.00
2	Install 48" Seals - Extra Wide EPDM WEKO with (3) 304SS Bands	10.00	EA	\$5,350.00	\$53,500.00
					\$83,500.00

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilization and demobilization.
2. WEKO-SEALS® to include shims, wedges, and lubricant. Clips or screws provided as applicable.
3. Normal light cleaning of the joint area.
4. Inspect all safety procedures including lockout/tagout and pipeline ventilation.
5. Fill of joint gaps with hydraulic cement as needed.
6. Install WEKO-SEALS® at specified locations.
7. Perform leakage testing as required.
8. Confined space safe entry practices.
9. One-year standard construction warranty.
10. Tax on permanent materials.
11. Certificate of insurance with standard coverage and 1-year Bonds as required.

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

- a) Pipeline shutdowns and lockout/tagout.
- b) Two access points with the distance of the furthest repair point being no greater than 3,000 feet.
- c) Any scaffolding needed to gain access to the pipe and any joint locations.
- d) Traffic control services including signs, flagging, pilot car, barricading, etc. and public safety.
- e) De-watering (or excavation) of the pipe and bypass pumping if required.
- f) Safety oversight or rescue team, in excess of Insituform standard crew assignment, as applicable.
- g) Cleaning of debris or extraordinary pipe wall build-up if needed for access or in the vicinity of the repair locations.
- h) It is our expectation that all materials removed from the pipe will be delivered to a designated site. If alternative disposal is required, then others shall be responsible for providing and managing all sampling, testing, collection, handling, storage, transportation, and disposal of any and all debris collected and removed from the pipeline. Others shall provide a convenient location in the project area to enable Insituform to offload and temporarily store the debris pending re-handling by others.
- i) QA/QC services if required.
- j) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
- k) Project permits and/or local licenses.
- l) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

OFFERED BY:

ACCEPTED BY:

INSITUFORM TECHNOLOGIES, LLC



**TIMOTHY R. PETERIE
BUSINESS DEVELOPMENT MANAGER**

**REVIEWED BY:
ANDY OZMENT
AREA VICE PRESIDENT**

cc: Dustin Youngblood (COB)
Loran Shipman (COB)
Ben Hawkins
Craig Nolen
Brian Goad

SIGNATURE

DATE

NAME

TITLE

ORGANIZATION

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other document, it will not be acknowledged without this proposal being referenced or as an attachment.