



**Bentonville Utility Board
Meeting Agenda
May 19, 2026
11:30 AM
Bentonville City Hall**

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: May 5, 2026

I. New Business

1. **Update on the 48" Transmission Main Repairs and Water Service Line Replacements** **Informational**

Update on the recent 48" repairs, IDIQ contractor progress, and our purchase of water.
2. **Resolution Authorizing Shewmaker Phase 1 Amendment #4 - Construction Administration Services** **Resolution**

Staff request that the mayor and city clerk enter into an agreement with Garver Engineering, for Amendment # 4, in the amount of \$602,604.00 for engineering administration services for the Shewmaker Basin Interceptor Improvements - Phase 1. This project includes the installation of 6,700 linear feet of the 24" interceptor from the North Lift Station to MH320-3331 just north of Tiger Boulevard. The project is funded by the ALWF loan. No budget adjustment is needed.
3. **Resolution Authorizing Change Order #1 - 48" Water Transmission Line Relocation - Construction** **Resolution**

A Resolution authorizing the Mayor and City Clerk to accept change order #1 in the amount of \$212,171.18 from Garney for the construction changes on the 48" Transmission Main Relocation associated with ARDOT project 090512 Hwy 112 relocation. The change order includes a Highway reroute removal, pipe casing installation and temporary fencing. The change order adds 41 days to the schedule due to pipe design and manufacturing delays. 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):



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		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):



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

CONTRACT AMENDMENT NO. 04

This Contract Amendment No. 4 (“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-4 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-4 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

By: _____
Signature

By: _____


Name: Stephanie Orman
Printed Name

Name: Jerry T. Martin, PE
Printed Name

Title: Mayor

Title: Water Team Leader

Date: _____

Date: 05/12/2026

Attest: _____

Attest: _____




EXHIBIT A-4 AMENDED SCOPE OF SERVICES

Project Overview

Generally, Amendment No. 04 is providing additional professional engineering services for the Bentonville Sewer Improvements and Master Plan. These services include construction and administration support for the Phase 01 Shewmaker Interceptor project. This project includes 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.

Phase 01 Services

1. Construction Services – Phase 01

The proposed fee for Construction Phase Services is based on a 335-calendar-day construction contract performance time. Substantial completion is expected to take 275 days. If it appears the construction time will extend beyond the time established in this Agreement, the Owner and Garver will negotiate an additional fee to cover expenses associated with continuing the agreed upon scope of work.

During the construction phase of work, Garver will accomplish the following:

1.A Engineering Construction Administration

Project Management and Project Progress

- a. Facilitate the preconstruction meeting. Garver will prepare the meeting agenda and prepare and distribute the meeting minutes. Assume meeting is being held in-person at the Bentonville Water Utilities office.
- b. Issue a Notice to Proceed letter to the Contractor.
- c. When authorized by the Owner, prepare an assumed maximum of five (5) change orders for changes in the work from those originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner and Garver will agree upon an adjustment in contract value to be executed via contract amendment prior to work commencing.
- d. Maintain a set of working drawings, details, change orders, and RFIs. Working drawings will be based on field observation and information provided by the contractor as part of their required as-built record keeping.
- e. Attend bi-weekly Construction Progress meetings with construction team and owner.



Pay Requests, Submittal Reviews, RFI's, Schedule Review

- a. Garver shall use Procore as the primary means to access, manage, and submit, without limitation, drawings and specifications, requests for information (RFIs), submittals, meeting minutes, coordination drawings, change orders and change directives, punch list and quality control items, invoicing, and all other project-related documentation.
- a. Evaluate and respond to construction material submittals and shop drawings. It is assumed there will be no more than 50 submittals. Garver will coordinate with the Owner prior to reaching the assumed limit regarding how to proceed.
 - Each submittal and shop drawing review includes the original submittal and shop drawing review and an assumption of one (1) resubmittal review for a total of one hundred (100) reviews overall. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the Project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- b. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (responding to RFIs) regarding the construction contract documents. It is assumed there will be no more than 15 RFI's. Garver will coordinate with the Owner prior to reaching the assumed limit regarding how to proceed.
- c. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
- d. Communication and review of the contractor's construction schedule for adherence to the project schedule specifications. The proposed fee is based on a 3-hour review each month for 11 months.



1.B Resident Project Representative

Engineering Field Visits

- a. Garver's Engineer of Record or construction inspection/engineering team member associated with this project, will conduct bi-weekly site visits (anticipated to be twenty-two (22)) to the construction site to consult with the Owner and Contractor concerning progress, coordination, resolving field issues and verification of the necessity of a RFI or change order. These visits are separate from the Contractor Progress meetings. It is understood that the course of construction may dictate more or fewer visits in a given week.
- b. Provide documentation of purpose of visit and any discussions or decisions, in addition to the Observers Daily Report.

Construction Representation and Observation

- a. Provide 1.5 full-time resident construction services for the 335-calendar-day construction contract performance time required to cover multiple crews operating at the same time that are anticipated for the contractor to meet contract schedule. The proposed fee is based on approximately 9 hours per day, 5 days per week to match expected contractor work schedules for a total of 3,115 hours.
- b. Resident construction services will be provided by Garver's Resident Project Representative and an additional observer for when activities in the field warrant additional assistance, who will provide or accomplish the following:
 - Maintain a Project diary (daily reports) which will contain information pertinent to each site visit and construction activities for that day. These reports will be sent to the Owner and uploaded to the Owner's Procore job management software on a weekly basis. Daily report will generally include:
 - a. Daily activity of contractors and equipment onsite
 - b. Daily weather conditions, rainfall totals or other events that affect progress
 - c. BMP installations and compliance.
 - d. Installed pay items ready for payment, reviewed with contractor
 - e. Materials testing observed in the field
 - f. Directives given to the contractor or other critical conversations
 - g. Documentation delays or issues such as non-conforming work
 - h. Log of daily photos taken during the day's activities
 - Photo log and document pre-construction conditions and combine with required pre-construction condition documentation from contractor.
 - Contact the contractor immediately should non-conforming work be found, document the findings and track the issue until the work has been corrected.
 - Contact the Owner and Engineer immediately and follow-up via email about any issues with safety conditions.
 - Coordinate with the firm providing construction materials to schedule tests, notify the Owner and Garver to observe testing.
 - Review results from the materials testing firm for contract compliance and share with the appropriate parties. Schedule retest with the contractor as needed.
 - Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.



- Coordinate with contractor to review payment applications quantities and expectations, prior to a formal payment application being requested.
- Utilizing Procore, review the Contractor's progress payment and make recommendations to the Engineer and Owner for completed work and in compliance with the contract.
- Collaborate with BWU inspector on concerning installation practices and testing procedures.
- Coordinate testing with the BWU inspector and contractor

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor and Owner of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Owner shall be notified of deficiencies prior to a stop work order being given. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

Project Closeout and Record Drawings

- a. Participate in substantial and final completion project walkthrough, prepare punch list, review final project closeout documents, and review and sign final pay request.
- b. Provide communication when action items required for final close out have been completed (or approved as the situation dictates).
- c. Prepare and furnish record drawings per BWU specifications, based on Contractor as-built redlines. Submit digital file in PDF and AutoCAD formats, of the record drawings to the Owner
- d. Deliverables to the Owner:
 - Provide PDF digital copies of Daily Rports, approved submittals, testing reports, and other construction related documentation.
 - Provide all project related documents not previously uploaded to the owners project software.
 - Provide as-built record drawings per BWU specifications, in PDF and AutoCAD formats, based on as-built survey data to the Owner.
 - Provide updated ICM sewer model per as-built drawings.

1.C Construction Materials Testing

Materials Testing

- a. Through a subconsultant, Garver shall provide the quality assurance testing for the project as required by the Plans and Specifications in accordance with the Owners'



requirements. The subcontract will be time and materials with a Not to Exceed Amount.

- b. Testing covers the following:
 - Concrete testing shall be performed for fifteen (15) manholes, as designated by the Engineer, assuming up to fifteen (15) site visits. The first two (2) manholes constructed shall each include an additional concrete test cylinder for determination of three (3)-day compressive strength.
 - Compaction testing for 2 roadway crossings. This will include 1 Modified Proctor for use in the analysis. Testing will be conducted at least on the 1st lift and every 2nd or 3rd lift thereafter with visual compaction confirmation on non-tested lifts. Assuming 6 visits to cover material testing on each roadway crossing.
 - Reports associated with each test and result.
- d. Garver will review concrete and asphalt mixes, submitted by contractor, prior to pour. Garver and Material Testing Firm will review concrete load tickets for compliance with mix design.
- e. Garver and Material Testing Firm will coordinate all testing's required with contractor and applicable City department inspector.

2. 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) as part of construction services.
- 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 Plan design/redesign, outside those accounted for in the For Construction documents.
- 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. Developing a cultural resources mitigation plan
- P. Developing a Memorandum of Agreement (MOA) or completion of mitigation stipulations related to a MOA
- Q. 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
- R. Individual water quality certification
- S. Phase I or II Environmental Site Assessment
- T. Coordination with FEMA for preparation/submittal of a CLOMR and/or LOMR, including



- Section 7 clearance for documenting “no take”
- U. Environmental Handling and Documentation, including mitigation plans or other work related to environmentally or historically (culturally) significant items

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



**EXHIBIT B - 4
(AMENDED COMPENSATION SCHEDULE)**

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management	\$15,062.00	Hourly Rate + Expenses
Historical Data Review	\$4,953.00	
Baseline Development	\$25,533.00	
Collection System Assessment	\$111,070.00	
Capital Improvements Plan Development	\$64,020.00	
Critical Project Conceptual Design	\$173,862.00	
TOTAL FEE	\$394,500.00	
AMENDMENT NO. 01		
Project Management – Phase 01	\$64,540.00	Hourly Rate + Expenses
FEMA / No-Rise Certificate – Phase 01	\$13,270.00	
Survey – Phase 01	\$88,350.00	
Property Acquisition Documents (5 properties max) – Phase 01	\$34,540.00	
Geotechnical Investigation – Phase 01	\$9,430.00	
Environmental Services – Phase 01	\$64,140.00	
Basis of Design Report	\$35,350.00	
Preliminary Design – Phase 01	\$122,660.00	
Final Design – Phase 01	\$108,660.00	
Bidding Services – Phase 01	\$19,250.00	
TOTAL FEE	\$560,190.00	
AMENDMENT NO. 02		
Early Tree Clearing Package – Phase 01	\$72,932.00	Hourly Rate + Expenses
TOTAL FEE	\$72,932.00	
AMENDMENT NO. 03		
Project Management - Phase 02	\$127,570.00	Hourly Rate + Expenses
FEMA No-Rise Certification - 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	



AMENDMENT NO. 04			
Construction Services – Phase 01		Hourly Rate + Expenses	
<u>1.A Engineering Construction Administration</u>			
Project Management/Project Progress Meetings	\$35,448.00		
Pay Requests/Submittals/RFI's/Schedule Review	\$34,837.00		
<u>1.B Construction Observation</u>			
Engineering Field Visits	\$33,875.00		
Construction Representation/Observation	\$456,000.00		
Project Closeout/Record Drawings	\$25,944.00		
<u>1.C Construction Materials Testing</u>			
Materials Testing	\$16,500.00		
TOTAL FEE	\$602,604.00		
TOTAL AMENDED CONTRACT FEE			
TOTAL FEE	\$3,546,978.00		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 + \$602,604.00 for a total fee of \$3,546,978.00. 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-3
AGREED UPON RATES**

Garver Hourly Rate Schedule: July 2025 - June 2026

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



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Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
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Ordinance	Resolution	Informational	

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):



Change Order Request

PROJECT:	<u>48-Inch Water Transmission Line Relocation</u>	PROJECT NUMBER
OWNER:	<u>ARDOT & City of Bentonville, Arkansas</u>	<u>ARDOT #090512</u>
ENGINEER:	<u>Olsson Inc.</u>	<u>023-03244</u>
CONTRACTOR:	<u>Garney</u>	<u>7518</u>

SUMMARY OF CHANGE ORDER REQUEST VALUES FROM ATTACHED TABULATIONS

		Requested Additional Calendar Days:	41
COR #	Engineering Directive #	Description	Extended Cost
	FO 01.1	Shoofly Removal - Boring Under HWY 112 (207.42LF)	No Cost Change
	FO 01.2	Install 13LF of 48" Steel Pipeline	\$ 7,995.00
	FO 01.3	Tract 10 - SOD	\$ 38,604.94
	FO 01.4	Tract 8 - Temporary Fencing	\$ 7,687.84
	FO 01.5	Tract 12 - Temporary Fencing	\$ 21,568.24
	FO 01.6	Tract 19 - Temporary Fencing	\$ 54,046.85
	FO 01.7	BMP Revisions	\$ (5,136.00)
	FO 01.8	Install 15LF of Trenchless Crossing	\$ 48,000.00
	FO 01.9	Install 95LF of Open Cut Casing Pipe	\$ 76,548.15
	FO 01.10	Select Fill Embankment	\$ 62,856.16
	FO 01.11	Osage Creek Crossing	\$ (100,000.00)
TOTAL:			\$ 212,171.18

Original Contract Value	\$	15,308,195.00
Value of Previously Approved Change Orders	\$	-
Change Order Total	\$	212,171.18
New Contract Value	\$	15,520,366.18

Contractor: Garney Construction
 Date: February 4, 2026

By: [REDACTED]
 (SIGNER NAME)

By: _____
 Date

By: _____
 Date

Approved for Payment by
(ENGINEER NAME)

Approved for Payment by
(OWNER NAME)