Bentonville Utility Board
Meeting Agenda
August 4, 2026
11:30 AM
Bentonville City Hall

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: July 21, 2026

I. New Business

1. **Update on Water System Performance** — **Informational**

   Update on IDIQ contractor progress and our purchase of water.

2. **Resolution to Enter into an Agreement with Garver, LLC for Water System Pressure Management Analysis** — **Resolution**

   Staff requests approval of a Resolution authorizing the Mayor and City Clerk to enter into an agreement with Garver, LLC for a Pressure Management Analysis of the City's water distribution system in the amount of $91,881.00. Garver, LLC was selected following the City's standard selection process for the procurement of professional services in accordance with state law (SOQ-26-17). No budget adjustment is needed.

THE CITY OF BENTONVILLE

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	**Submitted By:**	Donnie Schmidt
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities - Water
Email:	donald.schmidt@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Update on Water System Performance
Action Recommendation & Justification:	Update on IDIQ contractor progress and our purchase of water.
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
		$	$
		$	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

THE CITY OF BENTONVILLE

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- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Resolution to Enter into an Agreement with Garver, LLC for Water System Pressure Mgmt Analysis
Action Recommendation & Justification:	Staff requests approval of a Resolution authorizing the Mayor and City Clerk to enter into an agreement with Garver, LLC for a Pressure Management Analysis of the City's water distribution system in the amount of $91,881.00. Garver, LLC was selected following the City's standard selection process for the procurement of professional services in accordance with state law (SOQ-26-17). No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This study will evaluate current system pressures and determine whether pressure management strategies should be implemented to help reduce water loss, improve system reliability, and enhance the overall efficiency of the water distribution system.
Amount for Approval:	$ 91,881.00

Budget Impact

Is this Item Budgeted? [x] 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):

Funding for this project is budgeted in GL account 503020-43410.

Agreement
For
Professional Services

City of Bentonville, Arkansas

Project No. 2600195

Contents

THIS PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is made as of the Effective Date by and between the **City of Bentonville, Arkansas** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "**Party**" and/or "**Parties**" respectively.

RECITALS

WHEREAS, Owner intends develop a Pressure Management Study (the **"Project"**).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs.

"Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization Notice to Proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within forty-five (45) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within sixty (60) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("**Amendment**"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing Services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with the standards of practice used by members of Garver's profession practicing under similar circumstances. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein. Except to the extent expressly included as part of the Services under Exhibit A, Garver will not provide digital document accessibility services (e.g., ADA-compliant Deliverables, 508-compliant Deliverables, WCAG-complaint Deliverables, etc.).

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, Owner shall release Garver, Garver's subconsultants, and their Personnel from liabilities arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. Third Party Terms and Conditions. Owner and its separate consultant(s) and/or contractor(s) shall abide by applicable third-party terms and conditions in the use of Deliverables and Intellectual Property, which may include gateways, links or other functionality that allows Owner to access third-party services, content, and material. Garver does not supply and is not responsible for any third-party services, content, or material, which may be subject to their own license, end-user agreements, privacy and security policies and terms of use. ALL THIRD-PARTY SERVICES, CONTENT, AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND FROM GARVER AND GARVER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GARVER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. SUBJECT TO THE TERMS OF THIS AGREEMENT, GARVER DOES NOT WARRANT THAT THE THIRD-PARTY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE CONTENT WILL BE SECURE BEYOND ANY POSSIBLE THREAT.

6.2.5. THIRD-PARTY CLAIMS FOR INFRINGEMENT. Should Deliverables become, or be likely to become in Garver's reasonable opinion, the subject of any claim that infringes, violates, or constitutes a wrongful use of intellectual property rights, Garver will, at its sole option: (i) procure for Owner the necessary rights to continue to use the infringing material, or (ii) replace or modify the potentially infringing material to make them non-infringing, but functionally equivalent. If Garver determines that none of these options are reasonably available, then Garver may refund any prepaid and unused fees.

6.2.5.1. Exclusions. Garver has no obligation to the extent a claim arises from: Garver's compliance with Owner's specifications; a combination of the Services with other technology or aspects where the infringement would not occur but for the combination; Owner data; or technology or aspects not provided by Garver. THIS SECTION CONTAINS OWNER'S EXCLUSIVE REMEDIES AND GARVER'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

6.2.6. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants.

6.2.7. Notwithstanding any provision to the contrary, Garver may utilize Deliverables, Electronic Media and Intellectual Property in third-party technology products for generative AI queries and other legitimate corporate purposes.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design with Construction Phase Services.

6.5.1. Construction Phase Services are to be addressed via Amendment to this Agreement.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes. Nothing in this Agreement shall prevent the Owner from complying with the Arkansas Freedom of Information Act.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification. Not used.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risk and benefits of the Project to both the Owner and Garver, the risks having allocated such that Owner agrees to the fullest extent permitted by law, to limit the l liability of Garver and its subconsultants to the Owner and all construction contracts and subcontracts on the Project for any all claims, losses, cost, damages of any nature whatsoever or claims for expenses from any causes or causes, so that the total aggregate liability of Garver and its subconsultant to all those named shall not exceed the proceeds of Garver’s insurance amounts provided in Exhibit C of this Agreement.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner’s exclusive remedies and Garver’s only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim (“**Dispute**”) arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to three percent (3%) of the value of the unperformed Services as a direct result of the termination.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C – Insurance
Exhibit D – Form of Amendment

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

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

City of Bentonville, Arkansas		**Garver, LL**[redacted]	
By:	______________________ *Signature*	By:	*Sig*[redacted]
Name:	Stephanie Orman *Printed Name*	Name:	Jerry T. Martin, PE *Printed Name*
Title:	Mayor	Title:	Arkansas Water Lead
Date:	______________________	Date:	6/10/2026
Attest:	______________________	Attest:	[redacted]

EXHIBIT A
(SCOPE OF SERVICES)

BACKGROUND

The scope of services includes professional services necessary for development of a Pressure Management Study (Study) for the City of Bentonville, Arkansas (Owner). The Pressure Management Study will include an evaluation of pressure management strategies and distinct pressure managed areas (PMAs) for long-term water loss control within the Owner's water service area. The PMAs will also be evaluated as potential permanent district metered areas (DMAs) for tracking flows into each zone and allowing for identification of trends in water loss and real-time monitoring of main breaks. The PMAs will be developed with consideration of both existing conditions and future improvements as described in the 2024 Water Master Plan (WMP) Update.

ASSUMPTIONS

In developing the scope of work and associated level of effort discussed in this scope of services, Garver has made the assumptions outlined below:

1. Garver will use the Owner's existing WaterGEMS model developed as part of the 2024 WMP Update for this project. Garver will update the hydraulic model piping only as needed to support the Pressure Management Study. Additional hydraulic model updates to reflect existing conditions, field data collection, and calibration of the Owner's existing model are excluded from this scope of services.

2. Garver will rely on the existing hydraulic model and Owner-provided water loss data, including temporary DMA flow measurements, for the initial pressure management area delineations. Any additional flow and pressure data collected during the project is anticipated to be collected by the Owner.

SCOPE OF WORK

The Pressure Management Study is to be comprised of the following tasks:

1. Task 1 – Project Management
2. Task 2 – Data Collection and Model Update
3. Task 3 – Pressure Managed Area (PMA) Delineation
4. Task 4 – PMA Hydraulic Modeling
5. Task 5 – PMA Initial Benefit-Cost Analysis
6. Task 6 – PMA Implementation Plan
7. Task 7 – Pressure Management Study Technical Memorandum

Tasks are described in detail in the following sections.

TASK 1 – PROJECT MANAGEMENT

Garver will complete the following project management tasks:

1. Garver will prepare a Project Management Plan (PMP) and Quality Control Plan (QCP) in compliance with Garver project execution standards. These plans will be available to share with the Owner upon request.

2. Garver will attend one hybrid (in-person and virtual) kick-off meeting, with up to three (3) Garver staff, to confirm project objectives, communication protocols, schedule milestones, deliverables, and administrative requirements.

3. Garver will facilitate up to six (6) progress meetings with the Owner to allow for regular coordination, project status updates, and Owner feedback. It is anticipated that these meetings will be hybrid (in-person and/or virtual) and will be no more than one hour in duration. Up to three (3) Garver staff will regularly attend progress meetings.

4. Garver will prepare and provide up to six (6) monthly progress/status reports to the Owner with an updated schedule sufficient to support monthly billings. Monthly status reports will be submitted with monthly invoices.

TASK 2 – DATA COLLECTION AND MODEL UPDATE

Garver will coordinate with the Owner to obtain the necessary information to execute the project and update the model network. Garver will complete the following tasks related to data collection:

1. Data Request: Garver will request the information required to develop the Pressure Management Study. The initial data request to the Owner will include but not be limited to:

    a. Water loss data and mitigation reporting, including any data from temporary district metered areas (DMAs).

    b. Daily wholesale water purchase records for January 2023 through March 2026.

    c. GIS data representing the City's most recent Future Land Use Map.

    d. Most recent GIS data for the Owner's water distribution system.

    e. Updated GIS data for parcels and zoning within the water service area.

    f. Relevant reports and studies regarding water loss in the BWU distribution system.

2. Once the initial data is received, Garver will review the data, identify data gaps, and propose assumptions for the Pressure Management Study.

3. Model Network Update: Using the Owner's existing WaterGEMS model and the latest GIS files of the system provided by the Owner, Garver will update the existing hydraulic model network to represent current GIS data. Size and material will be added to new model pipes.

4. QA/QC: Garver will provide QA/QC according to the PMP.

TASK 3 – PRESSURE MANAGED AREA (PMA) DELINEATION

Garver will identify potential pressure managed areas (PMAs) based on a variety of factors, including existing pressures, pipe configuration, number of connections, etc. Garver will complete the following items related to this task.

1. Garver will identify up to eight (8) PMAs that could be reasonably isolated from the existing distribution system to manage pressures and/or function as district metered areas (DMAs).

PMAs will focus on areas outside of the Core growth area with existing pressures predominantly above 80 psi. PMAs will be evaluated based on the following planning criteria:

a. Two supply points for metering flows and/or regulating pressure.

b. Number of connections (existing and buildout) – DMAs typically function better when they have less than 3,000 connections.

c. Pipe and service connection length, material, and age.

d. Main break and leak history.

e. Demands and seasonal/diurnal variations as predicted by the hydraulic model.

f. Existing/future pressure ranges without pressure management as predicted by the hydraulic model.

g. Estimated water loss without pressure management based on the number of connections.

2. For each PMA, Garver will determine the anticipated pressure reduction that would provide service pressures within a target range as identified by the Owner. The anticipated pressure reduction will also take into account delivery pressures specified in the Owner's wholesale customer agreements.

3. For each PMA, Garver will calculate the potential reduction in leakage and real loss volume (physical losses). The calculations will be conducted using the best-practice methodology described in the Loss Component Analysis Tool developed by the Water Research Foundation. Real loss volume calculations will incorporate the N1 equation, applying the pressure-leakage relationship with the N1 exponent adapted to reflect the pipe material composition of the Owner's system.

4. Garver will review the proposed PMAs with Owner staff at a progress meeting.

5. Garver will provide QA/QC according to the PMP.

TASK 4 – PMA HYDRAULIC MODELING

Garver will incorporate the PMAs into the Owner's hydraulic model to identify the improvements required for pressure management to maintain customer pressures and fire flow within the desired range. Specifically, Garver will accomplish the following items:

1. Incorporate closed valve boundaries and pressure management valves in the model to achieve the proposed pressure reductions.

2. Determine potential PMA meter sizing and sizing/control methods for pressure management valves, which are anticipated to include fixed outlet and/or flow-based dynamic modulation.

3. Identify the location of the existing and future critical points (locations with the lowest pressures) and average zone points (AZPs) (locations near the average static water pressures) for each PMA.

4. Identify critical customers, if any, within each PMA.

5. Modify PMA boundaries, supply points, and/or valve controls as needed to maintain adequate customer service pressures and fire flow under existing average day and maximum day demand conditions.

6. Evaluate PMA performance under 20-year demands with CIP improvements as developed as part of the 2024 WMP.

7. Evaluate water age under existing and future conditions to determine whether reduced looping would be likely to negatively impact water quality.

8. QA/QC: Garver will provide QA/QC according to the PMP.

TASK 5 – PMA INITIAL BENEFIT-COST ANALYSIS

Garver will develop an initial benefit-cost analysis to determine which PMAs would be cost-effective if implemented. Specifically, Garver will accomplish the following items:

1. Garver will develop conceptual construction costs to implement each PMA/DMA. Each of these conceptual cost estimates will be a Class 5 estimate as defined by the Association for the Advancement of Cost Engineering (AACE), which is consistent with cost estimates developed for studies and feasibility. The expected accuracy range for the estimates is -50% to 100% of the estimated values.

2. For each PMA, Garver will evaluate the associated value of the real loss volume saved over the 20-year planning period, as evaluated in Task 4 using 20-year demand conditions and CIP improvements from the 2024 WMP.

3. Garver will calculate the payback period for the implementation of each PMA/DMA using the methodologies presented in AWWA Design Manual M36.

4. Garver will review the initial benefit-cost analysis with Owner staff at a progress meeting.

5. QA/QC: Garver will provide QA/QC according to the PMP.

TASK 6 – PMA IMPLEMENTATION PLAN

Garver will develop an implementation plan for PMAs with the most favorable payback periods. Specifically, Garver will accomplish the following items:

1. Garver will prepare a field data collection plan to provide the Owner direction for flow and pressure measurements that the Owner could collect in the distribution system to confirm the anticipated reduction in water loss with pressure management. Field data collection will be performed by the Owner and is anticipated to include creating temporary DMAs for each PMA and conducting pressure step tests, if practical, to quantify background leakage.

2. Garver will recalculate potential water loss reductions and adjust target pressures as needed based on the field data collected by the Owner.

3. Garver will update sizing as necessary and develop updated cost estimates for each PMA. The cost estimates will be Class 4 estimates for each PMA as defined by the Association for the Advancement of Cost Engineering (AACE), which is consistent with cost estimates developed for studies and feasibility. The expected accuracy range for the estimates is -30% to +50% of the estimated values.

4. Garver will update the payback period for the implementation of each PMA/DMA using the methodologies presented in AWWA Design Manual M36 and prioritize the preferred PMAs based on implement ability and potential water loss reduction. The implementation plan is anticipated to include the selection of a favorable PMA to be developed as a pilot prior to development of additional PMAs.

5. Garver will review the implementation plan with Owner staff at a progress meeting.

6. QA/QC: Garver will provide QA/QC according to the PMP.

TASK 7 – PRESSURE MANAGEMENT STUDY TECHNICAL MEMORANDUM

Garver will document the results of all the evaluations in a final technical memorandum (TM). Specifically, Garver will complete the following items:

1. Draft Pressure Management Plan Technical Memorandum: Garver will develop a Pressure Management Plan TM that consists of an Executive Summary, an Introduction, and a section or appendix for each major task. Garver will submit the Draft Pressure Management Plan TM for review by the Owner.

2. Garver will review the Draft Pressure Management Plan TM with the Owner to discuss comments.

3. Final Pressure Management Plan Technical Memorandum: Garver will incorporate Owner comments and prepare a Final Pressure Management Plan Technical Memorandum. Garver will submit this TM to the Owner in electronic format.

4. QA/QC: Garver will provide QA/QC according to the PMP.

PROJECT MEETINGS AND PRESENTATIONS

The following meetings and presentations will be held with the Owner:

1. Project Kickoff Meeting
2. Progress Meetings – The following tasks will be reviewed during progress meetings:
    a. Pressure Managed Area (PMA) Delineation
    b. PMA Initial Benefit-Cost Analysis
    c. PMA Implementation Plan
    d. Pressure Management Study Draft Tech Memo Review

PROJECT DELIVERABLES

The following will be submitted to the Owner by Garver:

A. Draft and Final Pressure Management Plan Technical Memorandum in digital (PDF) format.
B. Updated hydraulic model files.
C. Electronic files as requested.

EXTRA WORK

The following items are not included under this agreement but will be considered Extra Work:

A. Field data collection or investigations, including pressure and flow measurements.
B. Calibration of the Owner's existing WaterGEMS model.
C. SCADA validation of the existing WaterGEMS model calibration.
D. Design or construction phase services of any kind.
E. Survey.
F. Geotechnical Services.
G. Rate Study or Impact Fee Analysis.
H. Water Conservation, Drought Contingency, or Hazard Mitigation Planning.
I. Service Line Inventory for Compliance with Lead and Copper Rule Revisions.
J. Pump testing.
K. Pipe and facility condition assessment and asset management.
L. Funding and/or Financial Assistance.
M. Water Quality Testing.
N. Hydraulic transient/surge modeling.
O. Computational fluid dynamics (CFD) modeling.
P. Tank mixing analysis.
Q. Easement and Property Acquisition.
R. Operations Support Services, including Operations Audit/Optimization.
S. Process sampling and/or laboratory testing.
T. Electrical Power Usage Analysis or Profiling.
U. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
V. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
W. Rework for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
X. Submittals or deliverables in addition to those listed herein.
Y. Public meetings or workshops in addition to those listed herein.

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

SCHEDULE

The following schedule milestones are anticipated for this project. Note that the schedule provides anticipated time for providing information, reviewing submittals, and scheduling meetings. Additional time required for these elements of the project will likely result in changes to milestone dates, which will be captured in the project schedule maintained throughout the duration of the project.

PHASE / MILESTONE	ANTICIPATED CALENDAR DAYS
Project Kickoff Meeting	At least 15 days from NTP
PMA Delineation	45 days from NTP (at least 30 days from receipt of requested data)
PMA Hydraulic Modeling	75 days from NTP (at least 30 days from previous meeting)
PMA Initial Benefit-Cost Analysis	105 days from NTP (at least 30 days from previous meeting)
PMA Implementation Plan	165 days from NTP (~60 days from previous meeting or ~30 days from completion of field testing by Owner, whichever is later)
Draft Pressure Mgmt. TM	210 days from NTP (~45 days from previous meeting)
Draft Pressure Mgmt. TM Review	225 days from NTP (~15 days from TM draft)
Final Pressure Mgmt. TM	At least 30 days from receipt of Owner comments

EXHIBIT B
(COMPENSATION SCHEDULE)

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1 - Project Management	$6,799.00	LUMP SUM
Task 2 - Data Collection and Model Update	$6,810.00	LUMP SUM
Task 3 - Pressure Managed Area (PMA) Delineation	$14,995.00	LUMP SUM
Task 4 - PMA Hydraulic Modeling	$17,368.00	LUMP SUM
Task 5 - PMA Initial Benefit-Cost Analysis	$11,917.00	LUMP SUM
Task 6 - PMA Implementation Plan	$14,423.00	LUMP SUM
Task 7 - Pressure Management Study Technical Memorandum	$19,569.00	LUMP SUM
TOTAL FEE	$91,881.00	LUMP SUM

The lump sum amount to be paid under this Agreement is $91,881.00. For informational purposes, a breakdown of Garver's estimated costs is included in Exhibit B with approximate current hourly rates for each employee classification in Exhibit C.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased four percent (4%) annually with the first increase effective on or about July 1, 2027.

GARVER

City of Bentonville, Arkansas
BWU Pressure Management Study
Garver Hourly Rate Schedule: July 2025 - June 2026

Classification	Rates
Engineers / Architects	
E-1	$ 141.00
E-2	$ 165.00
E-3	$ 184.00
E-4	$ 215.00
E-5	$ 262.00
E-6	$ 321.00
E-7	$ 457.00
Planners	
P-1	$ 175.00
P-2	$ 218.00
P-3	$ 260.00
P-4	$ 304.00
P-5	$ 334.00
Designers	
D-1	$ 130.00
D-2	$ 145.00
D-3	$ 179.00
D-4	$ 209.00
D-5	$ 257.00
D-6	$ 272.00
Technicians	
T-1	$ 106.00
T-2	$ 123.00
T-3	$ 155.00
T-4	$ 195.00
Surveyors	
S-1	$ 65.00
S-2	$ 86.00
S-3	$ 116.00
S-4	$ 159.00
S-5	$ 208.00
S-6	$ 237.00
S-7	$ 288.00
S-8	$ 354.00
2-Man Crew (Survey)	$ 244.00
3-Man Crew (Survey)	$ 306.00
2-Man Crew (GPS Survey)	$ 308.00
3-Man Crew (GPS Survey)	$ 374.00
Construction Observation	
C-1	$ 122.00
C-2	$ 153.00
C-3	$ 191.00
C-4	$ 238.00
C-5	$ 294.00

Classification	Rates
Resource Specialists	
RS-1	$ 116.00
RS-2	$ 153.00
RS-3	$ 206.00
RS-4	$ 298.00
RS-5	$ 372.00
RS-6	$ 457.00
RS-7	$ 498.00
Environmental Specialists	
ES-1	$ 115.00
ES-2	$ 146.00
ES-3	$ 187.00
ES-4	$ 211.00
ES-5	$ 267.00
ES-6	$ 353.00
ES-7	$ 432.00
ES-8	$ 488.00
Project Controls	
PC-1	$ 118.00
PC-2	$ 157.00
PC-3	$ 199.00
PC-4	$ 255.00
PC-5	$ 312.00
PC-6	$ 402.00
PC-7	$ 492.00
Management / Administration	
AM-1	$ 83.00
AM-2	$ 104.00
AM-3	$ 147.00
AM-4	$ 181.00
AM-5	$ 233.00
AM-6	$ 288.00
AM-7	$ 378.00
M-1	$ 552.00