



**Bentonville Utility Board
Meeting Agenda
September 15, 2026
11:30 AM
Bentonville City Hall**

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: September 1, 2026

I. New Business

1. **Ordinance Amending Repayment Schedule & Disbursement Cut-Off Date for 2025 Bond** **Ordinance***

An ordinance amending the repayment schedule and Disbursement Cut-Off Date for the Combined Electric, Water and Sewer System Revenue Bond, Series 2025. This allows the City to fully expend the Series 2024 Bond bearing interest at 1.75% annually before spending the Series 2025 Bond bearing interest at 4% annually.

2. **Resolution of Intent Regarding 48" Supply Water Transmission Project** **Resolution**

A resolution of intent to finance a portion of the 48" Supply Water Transmission Project with bonds purchased by the Arkansas Development Finance Authority in the amount of \$9,621,360.00. \$887,911.00 of the principal amount will be in the form of a principal forgiveness bond. No budget adjustment is needed.

3. **Resolution Authorizing Easement Acquisition Associated with Shewmaker Ph. 2 Interceptor Project** **Resolution**

A Resolution authorizing for the Mayor and City Clerk to enter into agreements to purchase easements associated with Shewmaker Ph. 2 Interceptor Project. No budget adjustment is needed.

4. **Resolution Awarding Bid IFB-26-54 - Townbranch Interceptor Project - Alignment 1** **Resolution**

Staff requests council award bid IFB-26-54 to Crossland Heavy Contractors in the amount of \$7,605,314.85 for Alignment 1 of the Townbranch Interceptor project. No budget adjustment is needed.

5. **Resolution to Enter into an Agreement
with RJN Group for SSES & Modeling
Work Within SLS Basin**

Resolution

Staff requests approval of a Resolution authorizing the Mayor and City Clerk to enter into an agreement with RJN Group, Inc. in the amount of \$865,530.00, for SSES and modeling work within the South LS Basin. The scope of work will identify and quantify sources of I/I, provide conceptual rehabilitation design and expand the City's existing hydraulic model. RJN was selected following the standard Professional Services Procurement Process under SOQ-26-52. No budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/22/2026	Submitted By:	Patrick Johndrow
Phone:	479-271-6781	For Department(s):	Finance
Email:	pjohndrow@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Amending Repayment Schedule & Disbursement Cut-Off Date for 2025 Bond
Action Recommendation & Justification:	An ordinance amending the repayment schedule and Disbursement Cut-Off Date for the Combined Electric, Water and Sewer System Revenue Bond, Series 2025. This allows the City to fully expend the Series 2024 Bond bearing interest at 1.75% annually before spending the Series 2025 Bond bearing interest at 4% annually.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 0

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

SUPPLEMENT TO BOND PURCHASE AGREEMENT

This SUPPLEMENT TO BOND PURCHASE AGREEMENT entered into effective as of November 1, 2026, by and among the CITY OF BENTONVILLE, ARKANSAS, the ARKANSAS NATURAL RESOURCES COMMISSION and the ARKANSAS DEVELOPMENT FINANCE AUTHORITY.

WHEREAS, the City of Bentonville, Arkansas (the "Issuer") has entered into a Bond Purchase Agreement, dated September 9, 2025 (the "Agreement"), with the Arkansas Natural Resources Commission (the "Commission"), and the Arkansas Development Finance Authority (the "Authority") providing for the purchase by the Authority of the Issuer's Combined Electric, Water and Sewer System Revenue Bond, Series 2025, dated October 16, 2025, in the principal amount of \$55,000,000 (the "bond"); and

WHEREAS, the bond was issued to finance a portion of the costs of the construction and/or rehabilitation of the sewer facilities of the Issuer's combined electric, water and sewer system (the "System") described in the facilities plan furnished by the Issuer to and concurred with by the Commission (the "Project"); and

WHEREAS, the Commission and the Authority have agreed to extend the Disbursement Cut-Off Date of July 1, 2027 for the advancement of proceeds of the bond to finance the Project; and

WHEREAS, the 20 year amortization schedule for the bond commences on the Disbursement Cut-Off Date; and

WHEREAS, in order to keep a 20 year amortization for the bond, the Commission and the Authority have agreed to extend the maturity of the bond; and

WHEREAS, the City Council of the Issuer adopted Ordinance No. _____ on _____, 2026 (the "Ordinance") authorizing the Mayor to enter into this Supplement;

NOW, THEREFORE, for good and valuable consideration, the Issuer, the Commission and the Authority agree as follows:

1. The Agreement is hereby amended by changing the Disbursement Cut-Off Date from July 1, 2027 to January 1, 2030.

2. Exhibit A attached hereto reflects the new amortization schedule for the bond effective November 1, 2026 and shall replace the amortization schedule on Exhibit A to the Agreement. The new amortization schedule is based upon monthly repayment of principal and interest, commencing on February 1, 2030 and a 20 year amortization from the new Disbursement Cut-Off Date of January 1, 2030. The final payment of principal of the bond is due on January 1, 2050.

3. The Issuer shall execute and deliver a new bond to the Authority providing (a) that the Ordinance has been adopted, (b) for the new principal payment schedule, and (c) such

other terms as consistent with the Ordinance. The new bond shall be entitled to the benefits, security and terms of the Agreement, except as provided herein.

4. The Authority will return to the Issuer for cancellation the bond now held by the Authority.

5. This Supplement will inure to the benefit of and be binding upon the parties hereto and their successors and will not confer any rights upon any other person. This Supplement shall be governed by and construed in accordance with the laws of the State of Arkansas.

6. As amended hereby, the Agreement shall remain and be in full force and effect.

ARKANSAS NATURAL RESOURCES
COMMISSION

BY _____
Title:

ARKANSAS DEVELOPMENT FINANCE
AUTHORITY

BY _____
Vice President and Chief Financial Officer

CITY OF BENTONVILLE, ARKANSAS

BY _____
Mayor

EXHIBIT A Amortization Schedule

Natural Resources Division				RT				
Bentonville, City of - 02668-CW-L				Revised				
Loan Amortization Report								
Loan	Disbursement	First	Repayment	Total	Amortization Interest	Annual	Construction Interest	
Closing	Cut-off	Payment	Length	Number of	Start	Lending	Total	Start
Date	Date	Date	Years	Payments	Date	Rate	Principal	Date
Nov 3, 2026	Jan 1, 2030	Feb 1, 2030	20	240	Jan 1, 2030	4.00%	\$55,000,000.00	Nov 3, 2026
<u>Num</u>	<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Fees</u>	<u>Total</u>	<u>Contracted Bal</u>	
0	/ /	\$0.00	0	\$0.00	\$0.00	\$0.00	\$55,000,000.00	
1	02/01/2030	\$149,955.85	3	\$137,500.00	\$45,833.33	\$333,289.18	\$54,850,044.15	
2	03/01/2030	\$150,455.70	3	\$137,125.11	\$45,708.37	\$333,289.18	\$54,699,588.45	
3	04/01/2030	\$150,957.22	3	\$136,748.97	\$45,582.99	\$333,289.18	\$54,548,631.23	
4	05/01/2030	\$151,460.41	3	\$136,371.58	\$45,457.19	\$333,289.18	\$54,397,170.82	
5	06/01/2030	\$151,965.27	3	\$135,992.93	\$45,330.98	\$333,289.18	\$54,245,205.55	
6	07/01/2030	\$152,471.83	3	\$135,613.01	\$45,204.34	\$333,289.18	\$54,092,733.72	
7	08/01/2030	\$152,980.07	3	\$135,231.83	\$45,077.28	\$333,289.18	\$53,939,753.65	
8	09/01/2030	\$153,490.01	3	\$134,849.38	\$44,949.79	\$333,289.18	\$53,786,263.64	
9	10/01/2030	\$154,001.63	3	\$134,465.66	\$44,821.89	\$333,289.18	\$53,632,262.01	
10	11/01/2030	\$154,514.97	3	\$134,080.66	\$44,693.55	\$333,289.18	\$53,477,747.04	
11	12/01/2030	\$155,030.02	3	\$133,694.37	\$44,564.79	\$333,289.18	\$53,322,717.02	
12	01/01/2031	\$155,546.79	3	\$133,306.79	\$44,435.60	\$333,289.18	\$53,167,170.23	
13	02/01/2031	\$156,065.27	3	\$132,917.93	\$44,305.98	\$333,289.18	\$53,011,104.96	
14	03/01/2031	\$156,585.50	3	\$132,527.76	\$44,175.92	\$333,289.18	\$52,854,519.46	
15	04/01/2031	\$157,107.45	3	\$132,136.30	\$44,045.43	\$333,289.18	\$52,697,412.01	
16	05/01/2031	\$157,631.14	3	\$131,743.53	\$43,914.51	\$333,289.18	\$52,539,780.87	
17	06/01/2031	\$158,156.58	3	\$131,349.45	\$43,783.15	\$333,289.18	\$52,381,624.29	
18	07/01/2031	\$158,683.77	3	\$130,954.06	\$43,651.35	\$333,289.18	\$52,222,940.52	
19	08/01/2031	\$159,212.71	3	\$130,557.35	\$43,519.12	\$333,289.18	\$52,063,727.81	
20	09/01/2031	\$159,743.42	3	\$130,159.32	\$43,386.44	\$333,289.18	\$51,903,984.39	
21	10/01/2031	\$160,275.90	3	\$129,759.96	\$43,253.32	\$333,289.18	\$51,743,708.49	
22	11/01/2031	\$160,810.15	3	\$129,359.27	\$43,119.76	\$333,289.18	\$51,582,898.34	
23	12/01/2031	\$161,346.18	3	\$128,957.25	\$42,985.75	\$333,289.18	\$51,421,552.16	
24	01/01/2032	\$161,884.01	3	\$128,553.88	\$42,851.29	\$333,289.18	\$51,259,668.15	
25	02/01/2032	\$162,423.62	3	\$128,149.17	\$42,716.39	\$333,289.18	\$51,097,244.53	
26	03/01/2032	\$162,965.03	3	\$127,743.11	\$42,581.04	\$333,289.18	\$50,934,279.50	
27	04/01/2032	\$163,508.25	3	\$127,335.70	\$42,445.23	\$333,289.18	\$50,770,771.25	
28	05/01/2032	\$164,053.27	3	\$126,926.93	\$42,308.98	\$333,289.18	\$50,606,717.98	
29	06/01/2032	\$164,600.13	3	\$126,516.79	\$42,172.26	\$333,289.18	\$50,442,117.85	
30	07/01/2032	\$165,148.79	3	\$126,105.29	\$42,035.10	\$333,289.18	\$50,276,969.06	
31	08/01/2032	\$165,699.29	3	\$125,692.42	\$41,897.47	\$333,289.18	\$50,111,269.77	
32	09/01/2032	\$166,251.62	3	\$125,278.17	\$41,759.39	\$333,289.18	\$49,945,018.15	
33	10/01/2032	\$166,805.78	3	\$124,862.55	\$41,620.85	\$333,289.18	\$49,778,212.37	
34	11/01/2032	\$167,361.81	3	\$124,445.53	\$41,481.84	\$333,289.18	\$49,610,850.56	
35	12/01/2032	\$167,919.67	3	\$124,027.13	\$41,342.38	\$333,289.18	\$49,442,930.89	
36	01/01/2033	\$168,479.41	3	\$123,607.33	\$41,202.44	\$333,289.18	\$49,274,451.48	
37	02/01/2033	\$169,041.01	3	\$123,186.13	\$41,062.04	\$333,289.18	\$49,105,410.47	
38	03/01/2033	\$169,604.47	3	\$122,763.53	\$40,921.18	\$333,289.18	\$48,935,806.00	
39	04/01/2033	\$170,169.83	3	\$122,339.51	\$40,779.84	\$333,289.18	\$48,765,636.17	
40	05/01/2033	\$170,737.06	3	\$121,914.09	\$40,638.03	\$333,289.18	\$48,594,899.11	
41	06/01/2033	\$171,306.18	3	\$121,487.25	\$40,495.75	\$333,289.18	\$48,423,592.93	
42	07/01/2033	\$171,877.21	3	\$121,058.98	\$40,352.99	\$333,289.18	\$48,251,715.72	
43	08/01/2033	\$172,450.13	3	\$120,629.29	\$40,209.76	\$333,289.18	\$48,079,265.59	
44	09/01/2033	\$173,024.97	3	\$120,198.16	\$40,066.05	\$333,289.18	\$47,906,240.62	
45	10/01/2033	\$173,601.71	3	\$119,765.60	\$39,921.87	\$333,289.18	\$47,732,638.91	
46	11/01/2033	\$174,180.38	3	\$119,331.60	\$39,777.20	\$333,289.18	\$47,558,458.53	
47	12/01/2033	\$174,760.98	3	\$118,896.15	\$39,632.05	\$333,289.18	\$47,383,697.55	
48	01/01/2034	\$175,343.53	3	\$118,459.24	\$39,486.41	\$333,289.18	\$47,208,354.02	
49	02/01/2034	\$175,927.99	3	\$118,020.89	\$39,340.30	\$333,289.18	\$47,032,426.03	
50	03/01/2034	\$176,514.42	3	\$117,581.07	\$39,193.69	\$333,289.18	\$46,855,911.61	
51	04/01/2034	\$177,102.81	3	\$117,139.78	\$39,046.59	\$333,289.18	\$46,678,808.80	
52	05/01/2034	\$177,693.15	3	\$116,697.02	\$38,899.01	\$333,289.18	\$46,501,115.65	
53	06/01/2034	\$178,285.46	3	\$116,252.79	\$38,750.93	\$333,289.18	\$46,322,830.19	
54	07/01/2034	\$178,879.74	3	\$115,807.08	\$38,602.36	\$333,289.18	\$46,143,950.45	

55	08/01/2034	\$179,476.01	3	\$115,359.88	\$38,453.29	\$333,289.18	\$45,964,474.44
56	09/01/2034	\$180,074.26	3	\$114,911.19	\$38,303.73	\$333,289.18	\$45,784,400.18
57	10/01/2034	\$180,674.51	3	\$114,461.00	\$38,153.67	\$333,289.18	\$45,603,725.67
58	11/01/2034	\$181,276.77	3	\$114,009.31	\$38,003.10	\$333,289.18	\$45,422,448.90
59	12/01/2034	\$181,881.02	3	\$113,556.12	\$37,852.04	\$333,289.18	\$45,240,567.88
60	01/01/2035	\$182,487.29	3	\$113,101.42	\$37,700.47	\$333,289.18	\$45,058,080.59
61	02/01/2035	\$183,095.58	3	\$112,645.20	\$37,548.40	\$333,289.18	\$44,874,985.01
62	03/01/2035	\$183,705.90	3	\$112,187.46	\$37,395.82	\$333,289.18	\$44,691,279.11
63	04/01/2035	\$184,318.25	3	\$111,728.20	\$37,242.73	\$333,289.18	\$44,506,960.86
64	05/01/2035	\$184,932.65	3	\$111,267.40	\$37,089.13	\$333,289.18	\$44,322,028.21
65	06/01/2035	\$185,549.09	3	\$110,805.07	\$36,935.02	\$333,289.18	\$44,136,479.12
66	07/01/2035	\$186,167.58	3	\$110,341.20	\$36,780.40	\$333,289.18	\$43,950,311.54
67	08/01/2035	\$186,788.14	3	\$109,875.78	\$36,625.26	\$333,289.18	\$43,763,523.40
68	09/01/2035	\$187,410.77	3	\$109,408.81	\$36,469.60	\$333,289.18	\$43,576,112.63
69	10/01/2035	\$188,035.47	3	\$108,940.28	\$36,313.43	\$333,289.18	\$43,388,077.16
70	11/01/2035	\$188,662.26	3	\$108,470.19	\$36,156.73	\$333,289.18	\$43,199,414.90
71	12/01/2035	\$189,291.13	3	\$107,998.54	\$35,999.51	\$333,289.18	\$43,010,123.77
72	01/01/2036	\$189,922.10	3	\$107,525.31	\$35,841.77	\$333,289.18	\$42,820,201.67
73	02/01/2036	\$190,555.18	3	\$107,050.50	\$35,683.50	\$333,289.18	\$42,629,646.49
74	03/01/2036	\$191,190.35	3	\$106,574.12	\$35,524.71	\$333,289.18	\$42,438,456.14
75	04/01/2036	\$191,827.66	3	\$106,096.14	\$35,365.38	\$333,289.18	\$42,246,628.48
76	05/01/2036	\$192,467.09	3	\$105,616.57	\$35,205.52	\$333,289.18	\$42,054,161.39
77	06/01/2036	\$193,108.65	3	\$105,135.40	\$35,045.13	\$333,289.18	\$41,861,052.74
78	07/01/2036	\$193,752.34	3	\$104,652.63	\$34,884.21	\$333,289.18	\$41,667,300.40
79	08/01/2036	\$194,398.18	3	\$104,168.25	\$34,722.75	\$333,289.18	\$41,472,902.22
80	09/01/2036	\$195,046.17	3	\$103,682.26	\$34,560.75	\$333,289.18	\$41,277,856.05
81	10/01/2036	\$195,696.33	3	\$103,194.64	\$34,398.21	\$333,289.18	\$41,082,159.72
82	11/01/2036	\$196,348.65	3	\$102,705.40	\$34,235.13	\$333,289.18	\$40,885,811.07
83	12/01/2036	\$197,003.14	3	\$102,214.53	\$34,071.51	\$333,289.18	\$40,688,807.93
84	01/01/2037	\$197,659.82	3	\$101,722.02	\$33,907.34	\$333,289.18	\$40,491,148.11
85	02/01/2037	\$198,318.69	3	\$101,227.87	\$33,742.62	\$333,289.18	\$40,292,829.42
86	03/01/2037	\$198,979.75	3	\$100,732.07	\$33,577.36	\$333,289.18	\$40,093,849.67
87	04/01/2037	\$199,643.02	3	\$100,234.62	\$33,411.54	\$333,289.18	\$39,894,206.65
88	05/01/2037	\$200,308.49	3	\$99,735.52	\$33,245.17	\$333,289.18	\$39,693,898.16
89	06/01/2037	\$200,976.18	3	\$99,234.75	\$33,078.25	\$333,289.18	\$39,492,921.98
90	07/01/2037	\$201,646.11	3	\$98,732.30	\$32,910.77	\$333,289.18	\$39,291,275.87
91	08/01/2037	\$202,318.26	3	\$98,228.19	\$32,742.73	\$333,289.18	\$39,088,957.61
92	09/01/2037	\$202,992.66	3	\$97,722.39	\$32,574.13	\$333,289.18	\$38,885,964.95
93	10/01/2037	\$203,669.30	3	\$97,214.91	\$32,404.97	\$333,289.18	\$38,682,295.65
94	11/01/2037	\$204,348.19	3	\$96,705.74	\$32,235.25	\$333,289.18	\$38,477,947.46
95	12/01/2037	\$205,029.35	3	\$96,194.87	\$32,064.96	\$333,289.18	\$38,272,918.11
96	01/01/2038	\$205,712.78	3	\$95,682.30	\$31,894.10	\$333,289.18	\$38,067,205.33
97	02/01/2038	\$206,398.50	3	\$95,168.01	\$31,722.67	\$333,289.18	\$37,860,806.83
98	03/01/2038	\$207,086.49	3	\$94,652.02	\$31,550.67	\$333,289.18	\$37,653,720.34
99	04/01/2038	\$207,776.78	3	\$94,134.30	\$31,378.10	\$333,289.18	\$37,445,943.56
100	05/01/2038	\$208,469.37	3	\$93,614.86	\$31,204.95	\$333,289.18	\$37,237,474.19
101	06/01/2038	\$209,164.26	3	\$93,093.69	\$31,031.23	\$333,289.18	\$37,028,309.93
102	07/01/2038	\$209,861.49	3	\$92,570.77	\$30,856.92	\$333,289.18	\$36,818,448.44
103	08/01/2038	\$210,561.02	3	\$92,046.12	\$30,682.04	\$333,289.18	\$36,607,887.42
104	09/01/2038	\$211,262.89	3	\$91,519.72	\$30,506.57	\$333,289.18	\$36,396,624.53
105	10/01/2038	\$211,967.10	3	\$90,991.56	\$30,330.52	\$333,289.18	\$36,184,657.43
106	11/01/2038	\$212,673.66	3	\$90,461.64	\$30,153.88	\$333,289.18	\$35,971,983.77
107	12/01/2038	\$213,382.57	3	\$89,929.96	\$29,976.65	\$333,289.18	\$35,758,601.20
108	01/01/2039	\$214,093.85	3	\$89,396.50	\$29,798.83	\$333,289.18	\$35,544,507.35
109	02/01/2039	\$214,807.49	3	\$88,861.27	\$29,620.42	\$333,289.18	\$35,329,699.86
110	03/01/2039	\$215,523.51	3	\$88,324.25	\$29,441.42	\$333,289.18	\$35,114,176.35
111	04/01/2039	\$216,241.93	3	\$87,785.44	\$29,261.81	\$333,289.18	\$34,897,934.42
112	05/01/2039	\$216,962.73	3	\$87,244.84	\$29,081.61	\$333,289.18	\$34,680,971.69
113	06/01/2039	\$217,685.94	3	\$86,702.43	\$28,900.81	\$333,289.18	\$34,463,285.75
114	07/01/2039	\$218,411.57	3	\$86,158.21	\$28,719.40	\$333,289.18	\$34,244,874.18

115	08/01/2039	\$219,139.59	3	\$85,612.19	\$28,537.40	\$333,289.18	\$34,025,734.59
116	09/01/2039	\$219,870.06	3	\$85,064.34	\$28,354.78	\$333,289.18	\$33,805,864.53
117	10/01/2039	\$220,602.97	3	\$84,514.66	\$28,171.55	\$333,289.18	\$33,585,261.56
118	11/01/2039	\$221,338.31	3	\$83,963.15	\$27,987.72	\$333,289.18	\$33,363,923.25
119	12/01/2039	\$222,076.10	3	\$83,409.81	\$27,803.27	\$333,289.18	\$33,141,847.15
120	01/01/2040	\$222,816.35	3	\$82,854.62	\$27,618.21	\$333,289.18	\$32,919,030.80
121	02/01/2040	\$223,559.07	3	\$82,297.58	\$27,432.53	\$333,289.18	\$32,695,471.73
122	03/01/2040	\$224,304.27	3	\$81,738.68	\$27,246.23	\$333,289.18	\$32,471,167.46
123	04/01/2040	\$225,051.95	3	\$81,177.92	\$27,059.31	\$333,289.18	\$32,246,115.51
124	05/01/2040	\$225,802.13	3	\$80,615.29	\$26,871.76	\$333,289.18	\$32,020,313.38
125	06/01/2040	\$226,554.81	3	\$80,050.78	\$26,683.59	\$333,289.18	\$31,793,758.57
126	07/01/2040	\$227,309.98	3	\$79,484.40	\$26,494.80	\$333,289.18	\$31,566,448.59
127	08/01/2040	\$228,067.69	3	\$78,916.12	\$26,305.37	\$333,289.18	\$31,338,380.90
128	09/01/2040	\$228,827.91	3	\$78,345.95	\$26,115.32	\$333,289.18	\$31,109,552.99
129	10/01/2040	\$229,590.67	3	\$77,773.88	\$25,924.63	\$333,289.18	\$30,879,962.32
130	11/01/2040	\$230,355.97	3	\$77,199.91	\$25,733.30	\$333,289.18	\$30,649,606.35
131	12/01/2040	\$231,123.82	3	\$76,624.02	\$25,541.34	\$333,289.18	\$30,418,482.53
132	01/01/2041	\$231,894.23	3	\$76,046.21	\$25,348.74	\$333,289.18	\$30,186,588.30
133	02/01/2041	\$232,667.22	3	\$75,466.47	\$25,155.49	\$333,289.18	\$29,953,921.08
134	03/01/2041	\$233,442.78	3	\$74,884.80	\$24,961.60	\$333,289.18	\$29,720,478.30
135	04/01/2041	\$234,220.91	3	\$74,301.20	\$24,767.07	\$333,289.18	\$29,486,257.39
136	05/01/2041	\$235,001.66	3	\$73,715.64	\$24,571.88	\$333,289.18	\$29,251,255.73
137	06/01/2041	\$235,784.99	3	\$73,128.14	\$24,376.05	\$333,289.18	\$29,015,470.74
138	07/01/2041	\$236,570.94	3	\$72,538.68	\$24,179.56	\$333,289.18	\$28,778,899.80
139	08/01/2041	\$237,359.51	3	\$71,947.25	\$23,982.42	\$333,289.18	\$28,541,540.29
140	09/01/2041	\$238,150.71	3	\$71,353.85	\$23,784.62	\$333,289.18	\$28,303,389.58
141	10/01/2041	\$238,944.55	3	\$70,758.47	\$23,586.16	\$333,289.18	\$28,064,445.03
142	11/01/2041	\$239,741.03	3	\$70,161.11	\$23,387.04	\$333,289.18	\$27,824,704.00
143	12/01/2041	\$240,540.17	3	\$69,561.76	\$23,187.25	\$333,289.18	\$27,584,163.83
144	01/01/2042	\$241,341.97	3	\$68,960.41	\$22,986.80	\$333,289.18	\$27,342,821.86
145	02/01/2042	\$242,146.45	3	\$68,357.05	\$22,785.68	\$333,289.18	\$27,100,675.41
146	03/01/2042	\$242,953.59	3	\$67,751.69	\$22,583.90	\$333,289.18	\$26,857,721.82
147	04/01/2042	\$243,763.45	3	\$67,144.30	\$22,381.43	\$333,289.18	\$26,613,958.37
148	05/01/2042	\$244,575.98	3	\$66,534.90	\$22,178.30	\$333,289.18	\$26,369,382.39
149	06/01/2042	\$245,391.23	3	\$65,923.46	\$21,974.49	\$333,289.18	\$26,123,991.16
150	07/01/2042	\$246,209.21	3	\$65,309.98	\$21,769.99	\$333,289.18	\$25,877,781.95
151	08/01/2042	\$247,029.91	3	\$64,694.45	\$21,564.82	\$333,289.18	\$25,630,752.04
152	09/01/2042	\$247,853.34	3	\$64,076.88	\$21,358.96	\$333,289.18	\$25,382,898.70
153	10/01/2042	\$248,679.51	3	\$63,457.25	\$21,152.42	\$333,289.18	\$25,134,219.19
154	11/01/2042	\$249,508.45	3	\$62,835.55	\$20,945.18	\$333,289.18	\$24,884,710.74
155	12/01/2042	\$250,340.14	3	\$62,211.78	\$20,737.26	\$333,289.18	\$24,634,370.60
156	01/01/2043	\$251,174.61	3	\$61,585.93	\$20,528.64	\$333,289.18	\$24,383,195.99
157	02/01/2043	\$252,011.86	3	\$60,957.99	\$20,319.33	\$333,289.18	\$24,131,184.13
158	03/01/2043	\$252,851.90	3	\$60,327.96	\$20,109.32	\$333,289.18	\$23,878,332.23
159	04/01/2043	\$253,694.74	3	\$59,695.83	\$19,898.61	\$333,289.18	\$23,624,637.49
160	05/01/2043	\$254,540.39	3	\$59,061.59	\$19,687.20	\$333,289.18	\$23,370,097.10
161	06/01/2043	\$255,388.86	3	\$58,425.24	\$19,475.08	\$333,289.18	\$23,114,708.24
162	07/01/2043	\$256,240.15	3	\$57,786.77	\$19,262.26	\$333,289.18	\$22,858,468.09
163	08/01/2043	\$257,094.29	3	\$57,146.17	\$19,048.72	\$333,289.18	\$22,601,373.80
164	09/01/2043	\$257,951.27	3	\$56,503.43	\$18,834.48	\$333,289.18	\$22,343,422.53
165	10/01/2043	\$258,811.10	3	\$55,858.56	\$18,619.52	\$333,289.18	\$22,084,611.43
166	11/01/2043	\$259,673.81	3	\$55,211.53	\$18,403.84	\$333,289.18	\$21,824,937.62
167	12/01/2043	\$260,539.39	3	\$54,562.34	\$18,187.45	\$333,289.18	\$21,564,398.23
168	01/01/2044	\$261,407.85	3	\$53,911.00	\$17,970.33	\$333,289.18	\$21,302,990.38
169	02/01/2044	\$262,279.21	3	\$53,257.48	\$17,752.49	\$333,289.18	\$21,040,711.17
170	03/01/2044	\$263,153.47	3	\$52,601.78	\$17,533.93	\$333,289.18	\$20,777,557.70
171	04/01/2044	\$264,030.66	3	\$51,943.89	\$17,314.63	\$333,289.18	\$20,513,527.04
172	05/01/2044	\$264,910.75	3	\$51,283.82	\$17,094.61	\$333,289.18	\$20,248,616.29
173	06/01/2044	\$265,793.79	3	\$50,621.54	\$16,873.85	\$333,289.18	\$19,982,822.50
174	07/01/2044	\$266,679.77	3	\$49,957.06	\$16,652.35	\$333,289.18	\$19,716,142.73
175	08/01/2044	\$267,568.70	3	\$49,290.36	\$16,430.12	\$333,289.18	\$19,448,574.03
176	09/01/2044	\$268,460.59	3	\$48,621.44	\$16,207.15	\$333,289.18	\$19,180,113.44
177	10/01/2044	\$269,355.47	3	\$47,950.28	\$15,983.43	\$333,289.18	\$18,910,757.97
178	11/01/2044	\$270,253.33	3	\$47,276.89	\$15,758.96	\$333,289.18	\$18,640,504.64
179	12/01/2044	\$271,154.17	3	\$46,601.26	\$15,533.75	\$333,289.18	\$18,369,350.47
180	01/01/2045	\$272,058.01	3	\$45,923.38	\$15,307.79	\$333,289.18	\$18,097,292.46

181	02/01/2045	\$272,964.87	3	\$45,243.23	\$15,081.08	\$333,289.18	\$17,824,327.59
182	03/01/2045	\$273,874.75	3	\$44,560.82	\$14,853.61	\$333,289.18	\$17,550,452.84
183	04/01/2045	\$274,787.67	3	\$43,876.13	\$14,625.38	\$333,289.18	\$17,275,665.17
184	05/01/2045	\$275,703.63	3	\$43,189.16	\$14,396.39	\$333,289.18	\$16,999,961.54
185	06/01/2045	\$276,622.65	3	\$42,499.90	\$14,166.63	\$333,289.18	\$16,723,338.89
186	07/01/2045	\$277,544.71	3	\$41,808.35	\$13,936.12	\$333,289.18	\$16,445,794.18
187	08/01/2045	\$278,469.86	3	\$41,114.49	\$13,704.83	\$333,289.18	\$16,167,324.32
188	09/01/2045	\$279,398.10	3	\$40,418.31	\$13,472.77	\$333,289.18	\$15,887,926.22
189	10/01/2045	\$280,329.42	3	\$39,719.82	\$13,239.94	\$333,289.18	\$15,607,596.80
190	11/01/2045	\$281,263.86	3	\$39,018.99	\$13,006.33	\$333,289.18	\$15,326,332.94
191	12/01/2045	\$282,201.41	3	\$38,315.83	\$12,771.94	\$333,289.18	\$15,044,131.53
192	01/01/2046	\$283,142.07	3	\$37,610.33	\$12,536.78	\$333,289.18	\$14,760,989.46
193	02/01/2046	\$284,085.89	3	\$36,902.47	\$12,300.82	\$333,289.18	\$14,476,903.57
194	03/01/2046	\$285,032.83	3	\$36,192.26	\$12,064.09	\$333,289.18	\$14,191,870.74
195	04/01/2046	\$285,982.94	3	\$35,479.68	\$11,826.56	\$333,289.18	\$13,905,887.80
196	05/01/2046	\$286,936.22	3	\$34,764.72	\$11,588.24	\$333,289.18	\$13,618,951.58
197	06/01/2046	\$287,892.67	3	\$34,047.38	\$11,349.13	\$333,289.18	\$13,331,058.91
198	07/01/2046	\$288,852.31	3	\$33,327.65	\$11,109.22	\$333,289.18	\$13,042,206.60
199	08/01/2046	\$289,815.15	3	\$32,605.52	\$10,868.51	\$333,289.18	\$12,752,391.45
200	09/01/2046	\$290,781.21	3	\$31,880.98	\$10,626.99	\$333,289.18	\$12,461,610.24
201	10/01/2046	\$291,750.47	3	\$31,154.03	\$10,384.68	\$333,289.18	\$12,169,859.77
202	11/01/2046	\$292,722.98	3	\$30,424.65	\$10,141.55	\$333,289.18	\$11,877,136.79
203	12/01/2046	\$293,698.73	3	\$29,692.84	\$9,897.61	\$333,289.18	\$11,583,438.06
204	01/01/2047	\$294,677.71	3	\$28,958.60	\$9,652.87	\$333,289.18	\$11,288,760.35
205	02/01/2047	\$295,659.98	3	\$28,221.90	\$9,407.30	\$333,289.18	\$10,993,100.37
206	03/01/2047	\$296,645.51	3	\$27,482.75	\$9,160.92	\$333,289.18	\$10,696,454.86
207	04/01/2047	\$297,634.33	3	\$26,741.14	\$8,913.71	\$333,289.18	\$10,398,820.53
208	05/01/2047	\$298,626.45	3	\$25,997.05	\$8,665.68	\$333,289.18	\$10,100,194.08
209	06/01/2047	\$299,621.86	3	\$25,250.49	\$8,416.83	\$333,289.18	\$9,800,572.22
210	07/01/2047	\$300,620.61	3	\$24,501.43	\$8,167.14	\$333,289.18	\$9,499,951.61
211	08/01/2047	\$301,622.67	3	\$23,749.88	\$7,916.63	\$333,289.18	\$9,198,328.94
212	09/01/2047	\$302,628.09	3	\$22,995.82	\$7,665.27	\$333,289.18	\$8,895,700.85
213	10/01/2047	\$303,636.85	3	\$22,239.25	\$7,413.08	\$333,289.18	\$8,592,064.00
214	11/01/2047	\$304,648.97	3	\$21,480.16	\$7,160.05	\$333,289.18	\$8,287,415.03
215	12/01/2047	\$305,664.46	3	\$20,718.54	\$6,906.18	\$333,289.18	\$7,981,750.57
216	01/01/2048	\$306,683.34	3	\$19,954.38	\$6,651.46	\$333,289.18	\$7,675,067.23
217	02/01/2048	\$307,705.62	3	\$19,187.67	\$6,395.89	\$333,289.18	\$7,367,361.61
218	03/01/2048	\$308,731.31	3	\$18,418.40	\$6,139.47	\$333,289.18	\$7,058,630.30
219	04/01/2048	\$309,760.41	3	\$17,646.58	\$5,882.19	\$333,289.18	\$6,748,869.89
220	05/01/2048	\$310,792.95	3	\$16,872.17	\$5,624.06	\$333,289.18	\$6,438,076.94
221	06/01/2048	\$311,828.93	3	\$16,095.19	\$5,365.06	\$333,289.18	\$6,126,248.01
222	07/01/2048	\$312,868.35	3	\$15,315.62	\$5,105.21	\$333,289.18	\$5,813,379.66
223	08/01/2048	\$313,911.25	3	\$14,533.45	\$4,844.48	\$333,289.18	\$5,499,468.41
224	09/01/2048	\$314,957.62	3	\$13,748.67	\$4,582.89	\$333,289.18	\$5,184,510.79
225	10/01/2048	\$316,007.47	3	\$12,961.28	\$4,320.43	\$333,289.18	\$4,868,503.32
226	11/01/2048	\$317,060.83	3	\$12,171.26	\$4,057.09	\$333,289.18	\$4,551,442.49
227	12/01/2048	\$318,117.70	3	\$11,378.61	\$3,792.87	\$333,289.18	\$4,233,324.79
228	01/01/2049	\$319,178.10	3	\$10,583.31	\$3,527.77	\$333,289.18	\$3,914,146.69
229	02/01/2049	\$320,242.02	3	\$9,785.37	\$3,261.79	\$333,289.18	\$3,593,904.67
230	03/01/2049	\$321,309.50	3	\$8,984.76	\$2,994.92	\$333,289.18	\$3,272,595.17
231	04/01/2049	\$322,380.53	3	\$8,181.49	\$2,727.16	\$333,289.18	\$2,950,214.64
232	05/01/2049	\$323,455.13	3	\$7,375.54	\$2,458.51	\$333,289.18	\$2,626,759.51
233	06/01/2049	\$324,533.31	3	\$6,566.90	\$2,188.97	\$333,289.18	\$2,302,226.20
234	07/01/2049	\$325,615.09	3	\$5,755.57	\$1,918.52	\$333,289.18	\$1,976,611.11
235	08/01/2049	\$326,700.47	3	\$4,941.53	\$1,647.18	\$333,289.18	\$1,649,910.64
236	09/01/2049	\$327,789.47	3	\$4,124.78	\$1,374.93	\$333,289.18	\$1,322,121.17
237	10/01/2049	\$328,882.11	3	\$3,305.30	\$1,101.77	\$333,289.18	\$993,239.06
238	11/01/2049	\$329,978.38	3	\$2,483.10	\$827.70	\$333,289.18	\$663,260.68
239	12/01/2049	\$331,078.31	3	\$1,658.15	\$552.72	\$333,289.18	\$332,182.37
240	01/01/2050	\$332,182.37	3	\$830.46	\$276.82	\$333,289.65	\$0.00
Totals:		\$55,000,000.00		\$18,742,052.76	\$6,247,350.91	\$79,989,403.67	

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 2025-167
TO AUTHORIZE A REVISED REPAYMENT SCHEDULE
FOR THE OUTSTANDING CITY OF BENTONVILLE,
ARKANSAS COMBINED ELECTRIC, WATER AND
SEWER SYSTEM REVENUE BOND, SERIES 2025; AND
PRESCRIBING OTHER MATTERS RELATING THERETO.**

WHEREAS, the City of Bentonville, Arkansas (the "City") has issued its Combined Electric, Water and Sewer System Revenue Bond, Series 2024 (the "Series 2024 Bond") in the maximum principal amount of \$97,759,381 and its Combined Electric, Water and Sewer System Revenue Bond, Series 2025 (the "Series 2025 Bond") in the maximum principal amount of \$55,000,000, for the purpose of financing extensions, betterments and improvements to the sewer facilities of the City's combined electric, water and sewer system including particularly, without limitation, wastewater treatment facility improvements known as the Water Resource Recovery Facility Improvements Project (the "Improvements"); and

WHEREAS, the City entered into a Bond Purchase Agreement, dated September 9, 2025 (the "Bond Purchase Agreement"), with the Arkansas Natural Resources Commission (the "Commission") and the Arkansas Development Finance Authority ("ADFA") providing for the purchase by ADFA of the Series 2025 Bond in multiple advances as funds are needed; and

WHEREAS, the Disbursement Cut-Off Date for advances under the Bond Purchase Agreement is July 1, 2027 and the 20 year amortization schedule for the Series 2025 Bond starts on the Disbursement Cut-Off Date with a final payment due July 1, 2047;

WHEREAS, the Series 2025 Bond bears interest (including service fees) at the effective rate of 4% per annum; and

WHEREAS, the Series 2024 Bond is also owned by the ADFA, bears interest (including servicing fee) at the effective rate of 1.75% per annum, and has a final maturity of December 1, 2048; and

WHEREAS, due to the interest rate differential, it is in the best interest of the City to receive advances to the maximum principal amount of the Series 2024 Bond prior to receiving any additional advances from the Series 2025 Bond to finance the Improvements; and

WHEREAS, the Commission and ADFA have agreed with the City (a) to fully advance the principal amount of the Series 2024 Bond prior to making additional advances against the Series 2025 Bond, (b) to extend the Disbursement Cut-Off Date for making advancements against the Series 2025 Bond from July 1, 2027 until January 1, 2030 and (c) to extend the maturity of the Series 2025 Bond from July 1, 2047 to January 1, 2050; and

WHEREAS, the Series 2025 Bond was issued under and pursuant to Ordinance No. 2025-167, adopted September 9, 2025;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bentonville, Arkansas:

Section 1. Section 4 of Ordinance No. 2025-167 is hereby amended by adding at the end thereof the following:

"Notwithstanding the above, effective November 1, 2026, the principal repayment schedule for the bond shall be payable in monthly installments over a 20 year period starting January 1, 2030. Principal and interest shall be payable in monthly installments, commencing on February 1, 2030 and on the first day of each month thereafter until the unpaid principal is paid in full over a 20 year period as set forth in Exhibit A to the Agreement, as now or hereafter amended and supplemented, with the final payment due January 1, 2050."

Section 2. The Mayor, for and on behalf of the City, is hereby authorized and directed to enter into a supplement to the Bond Purchase Agreement having terms consistent with the provisions of this Ordinance.

Section 3. The Mayor and City Clerk, for and on behalf of the City, are authorized to execute and deliver a new bond certificate providing (a) that this Ordinance has been adopted, (b) for the new principal payment schedule, (c) for the new final maturity date, and (d) such other terms as consistent with this Ordinance. The new bond certificate shall be the bond issued under the provisions of Ordinance No. 2025-167 and shall be entitled to the benefits, security and terms of Ordinance No. 2025-167, except as to the repayment terms set forth herein.

Section 4. Notice of the adoption of this Ordinance shall be posted at Bentonville Public Library, Bentonville City Hall, Bentonville Community Center, Bentonville Municipal Works Facility and Bentonville Police Department, being five of the most public places in the City.

Section 5. The provisions of this Ordinance are hereby declared to be separable, and if any provision shall for any reason be held illegal or invalid, it shall not affect the validity of the remainder of this Ordinance.

Section 6. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Ordinance No. 2025-167, as amended and supplemented hereby, shall remain in full force and effect.

PASSED: _____, 2026.

APPROVED:

ATTEST:

Mayor

City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Bentonville, Arkansas (the "City"), hereby certifies that the foregoing pages are a true and perfect copy of Ordinance No. _____, adopted at a regular session of the City Council of the City, held at the regular meeting place in the City at 6:00 o'clock p.m., on the ____ day of _____, 2026, and that the Ordinance is of record in Ordinance Record Book No. _____, Page _____, now in my possession. The undersigned further certifies that such proceedings were open to the public at all times, advance public notice of the time and place of such proceedings was duly given in accordance with the Arkansas Freedom of Information Act, and the meeting and proceedings were otherwise held in such manner as to not violate any provision of the Arkansas Freedom of Information Act.

GIVEN under my hand and seal on this ____ day of _____, 2026.

City Clerk

(SEAL)



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/22/2026	Submitted By:	Patrick Johndrow
Phone:	479-271-6781	For Department(s):	Finance
Email:	pjohndrow@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution of Intent Regarding 48" Supply Water Transmission Project
Action Recommendation & Justification:	A resolution of intent to finance a portion of the 48" Supply Water Transmission Project with bonds purchased by the Arkansas Development Finance Authority in the amount of \$9,621,360.00. \$887,911.00 of the principal amount will be in the form of a principal forgiveness bond. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	A budget adjustment to allocate the bond funds will be brought forth at closing.
Amount for Approval:	\$ 9,621,360.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/22/2026	Submitted By:	Beau Thompson
Phone:	479-271-3140	For Department(s):	Sewer Rehab
Email:	Beau.Thompson@Bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Authorizing Easement Acquisition Associated with Shewmaker Ph. 2 Interceptor Project
Action Recommendation & Justification:	A Resolution authorizing for the Mayor and City Clerk to enter into agreements to purchase easements associated with Shewmaker Ph. 2 Interceptor Project. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Temporary and permanent utility easements are required across 20 parcels for this project. This includes section 25.2 of the project. The purchase price associated with the acquisition of each easement is funded by the ALWF bond. Easement offers will be made based on a valuation by a qualified third party appraiser.
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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Funded by ALWF loan. Budgeted in 503040-47321

City of Bentonville, Arkansas

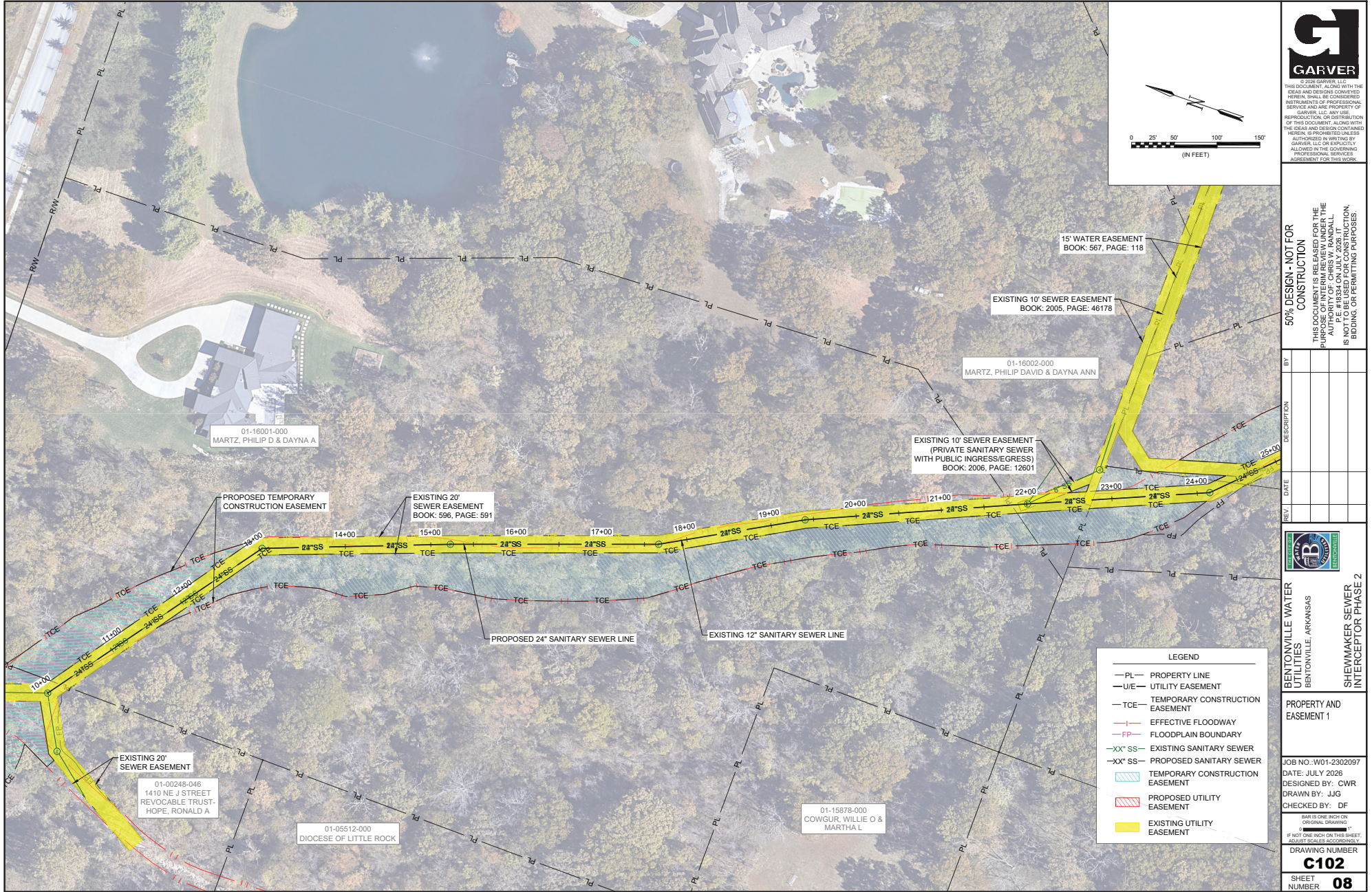
City Hall

305 SW A Street Bentonville, AR 72712

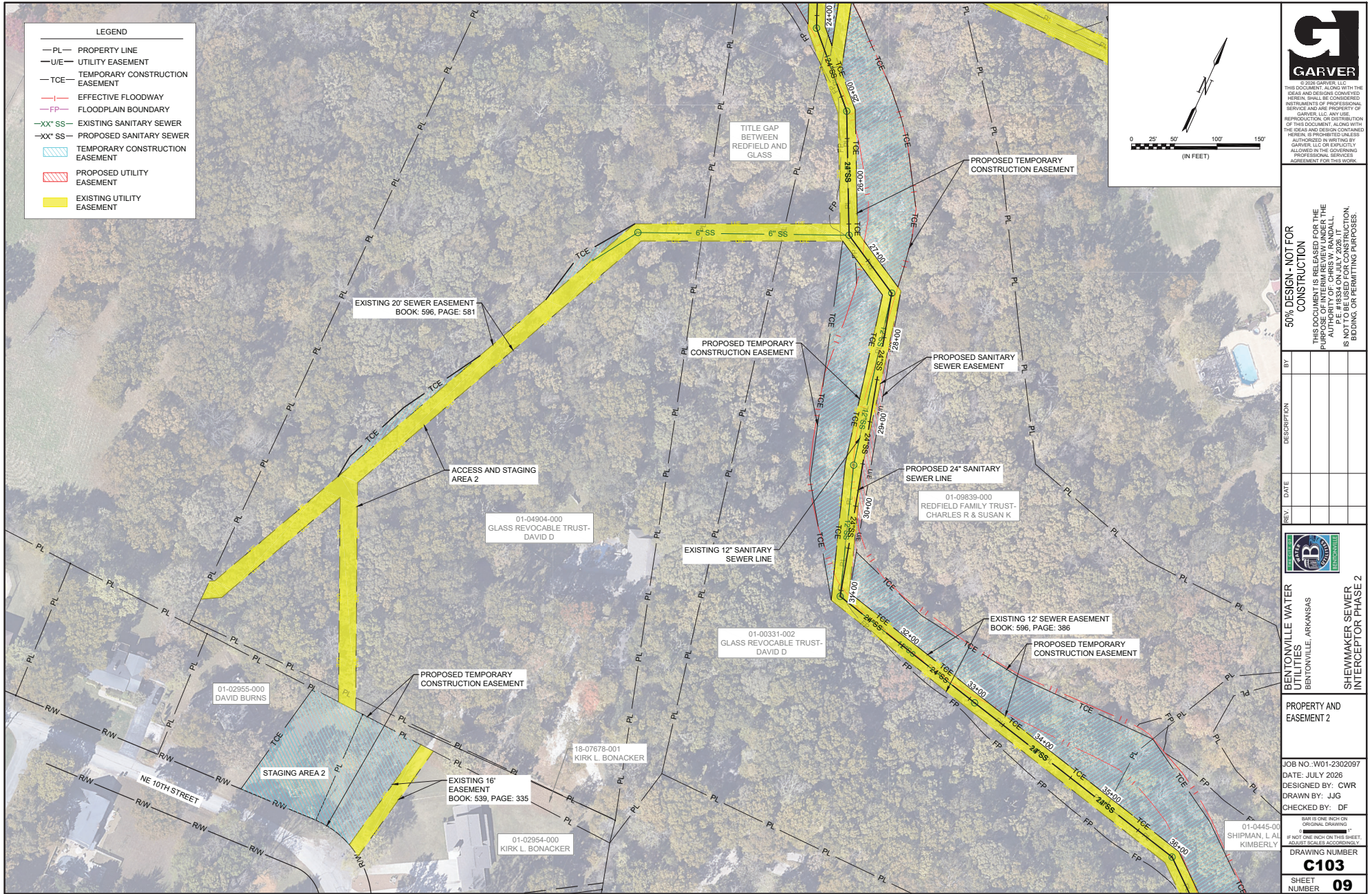
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File: L:\2023\W01-2302097 - Bentonville Sewer Imps and MP Drawings\REP\PHASE 2 - EASEMENT LAYOUT.dwg Plot Date: 7/2/2026 3:26 PM Last saved by: JGonzalez
 Last plotted by: Gonzalez, Justin J Plot Scale: 1"=250' Plot Date: 7/2/2026 3:26 AM Plotter used: None



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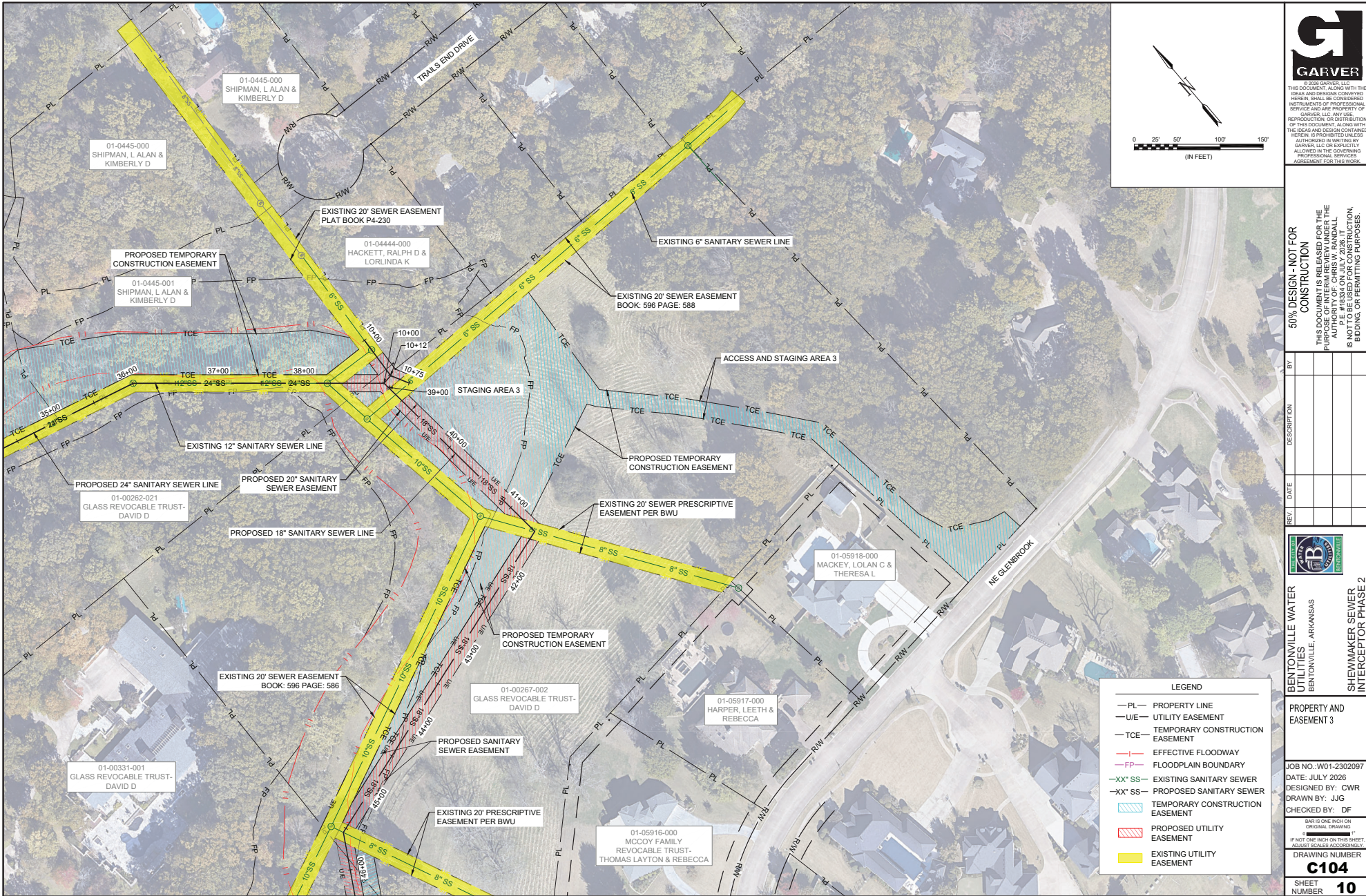
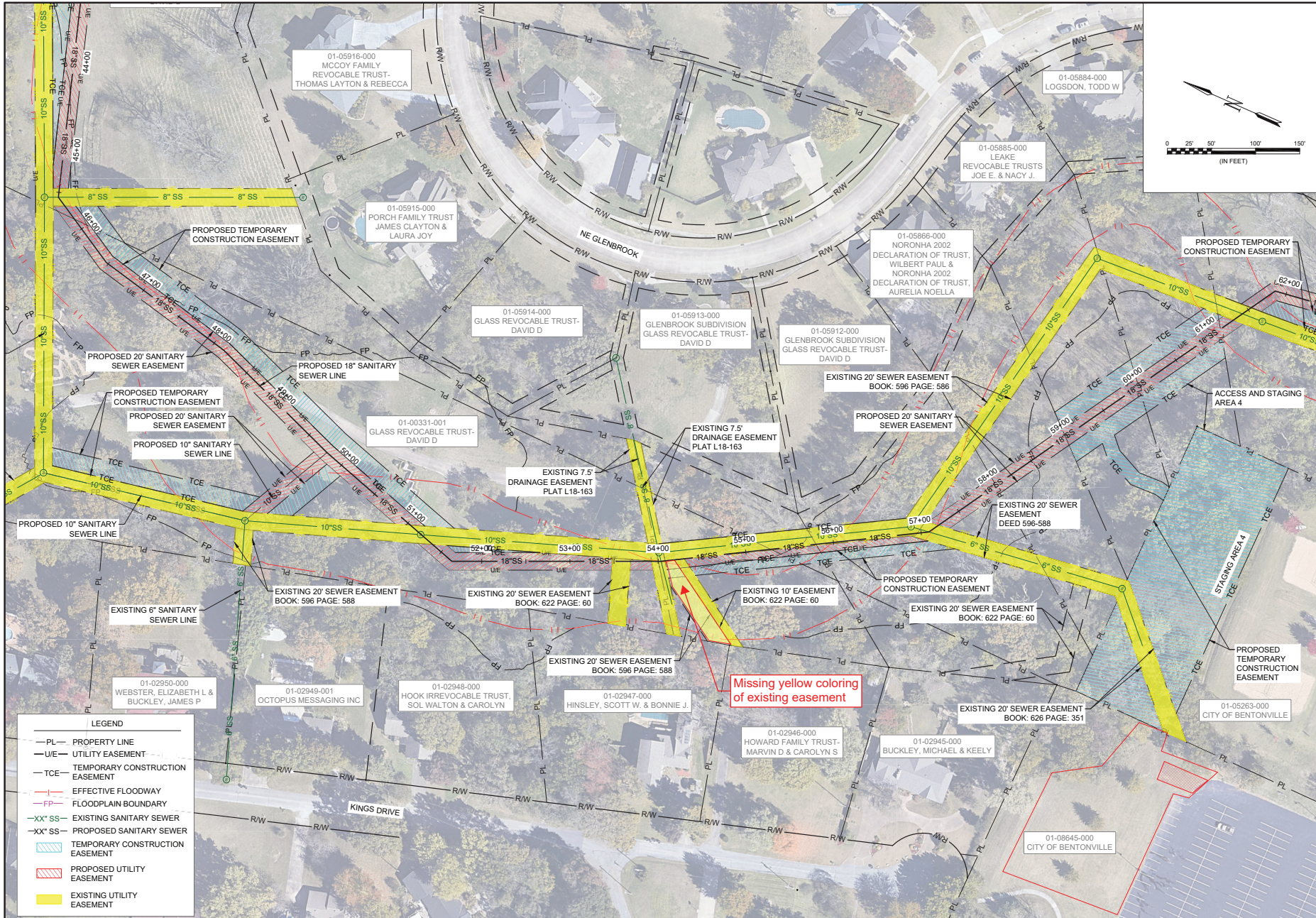


Fig. L1023W01-2302097 - Bentonville Sewer Interceptor Phase 2 - EASEMENT LAYOUT (AW) Last Saved: 7/2/2026 3:26 PM Last saved by: JGonzalez
 Last plotted by: JGonzalez, Justin J. Plot Date: 7/2/2026 9:02 AM Plotter used: None



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REV.	DESCRIPTION

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 BENTONVILLE, ARKANSAS

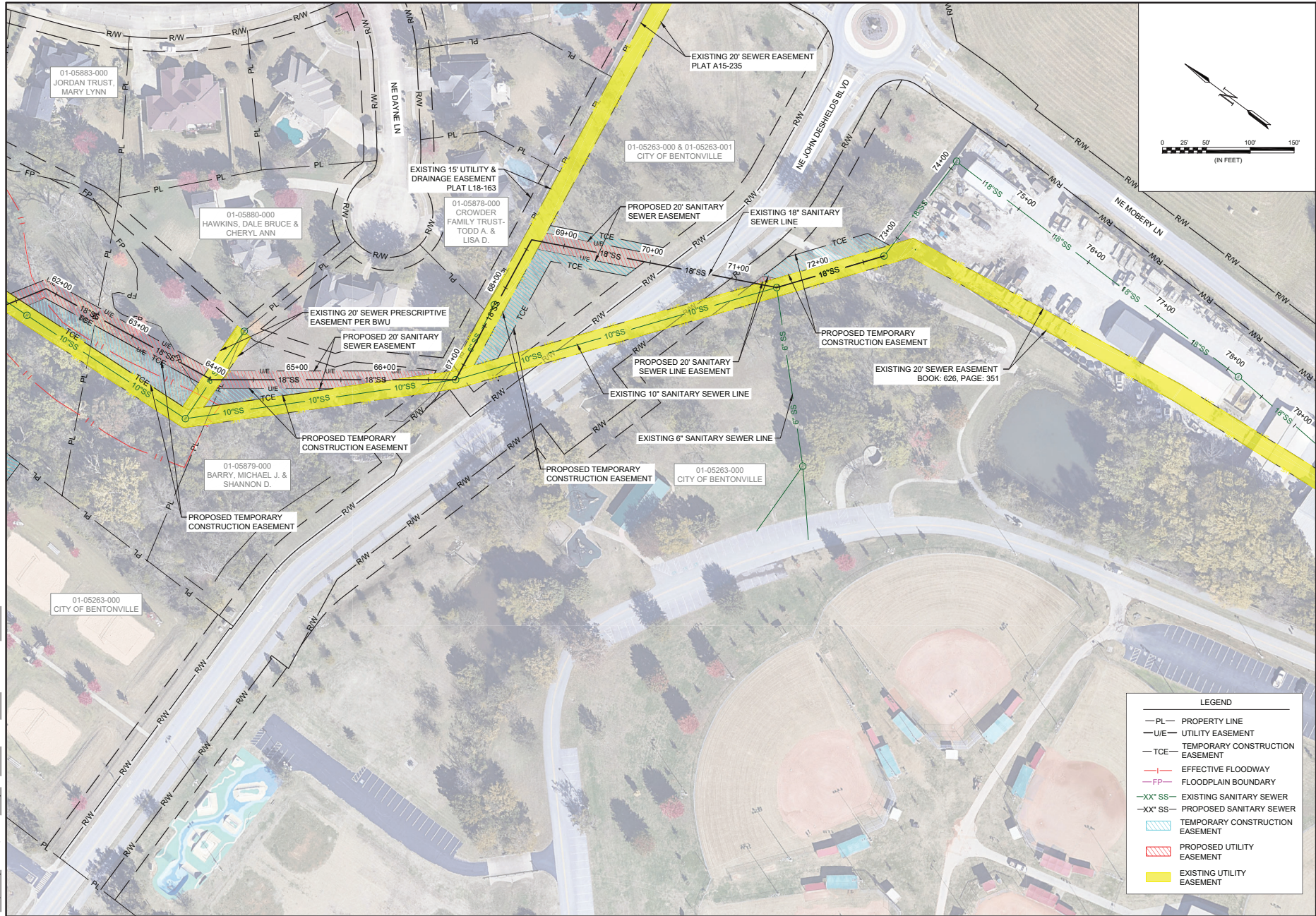
SHEWMAKER SEWER INTERCEPTOR PHASE 2

PROPERTY AND EASEMENT 4

JOB NO: W01-2302097
 DATE: JULY 2026
 DESIGNED BY: CWR
 DRAWN BY: JGG
 CHECKED BY: DF

SCALE: ONE INCH ON ORIGINAL DRAWING = 1' IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
DRAWING NUMBER
C105
SHEET NUMBER 11

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 Last plotted by: Gonzalez, Justin J 7/2/2026 3:26 PM Plot Scale: 1"=25'-0" Plot Date: 7/2/2026 3:02 AM Plotter used: None



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 P.E. #18341 ON BEHALF OF THE
 BIDDING, OR PERMITTING PURPOSES.

REV.	DATE	DESCRIPTION

BENTONVILLE WATER UTILITIES
 BENTONVILLE, ARKANSAS

SHEMMAKER SEWER INTERCEPTOR PHASE 2

PROPERTY AND EASEMENT 5

PROPERTY AND EASEMENT 5

JOB NO. W01-2302097

JOB NO. W01-2302097

DATE: JULY 2026

DATE: JULY 2026

DESIGNED BY: CWR

DESIGNED BY: CWR

DRAWN BY: JGG

DRAWN BY: JGG

CHECKED BY: DF

CHECKED BY: DF

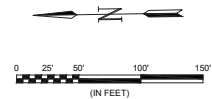
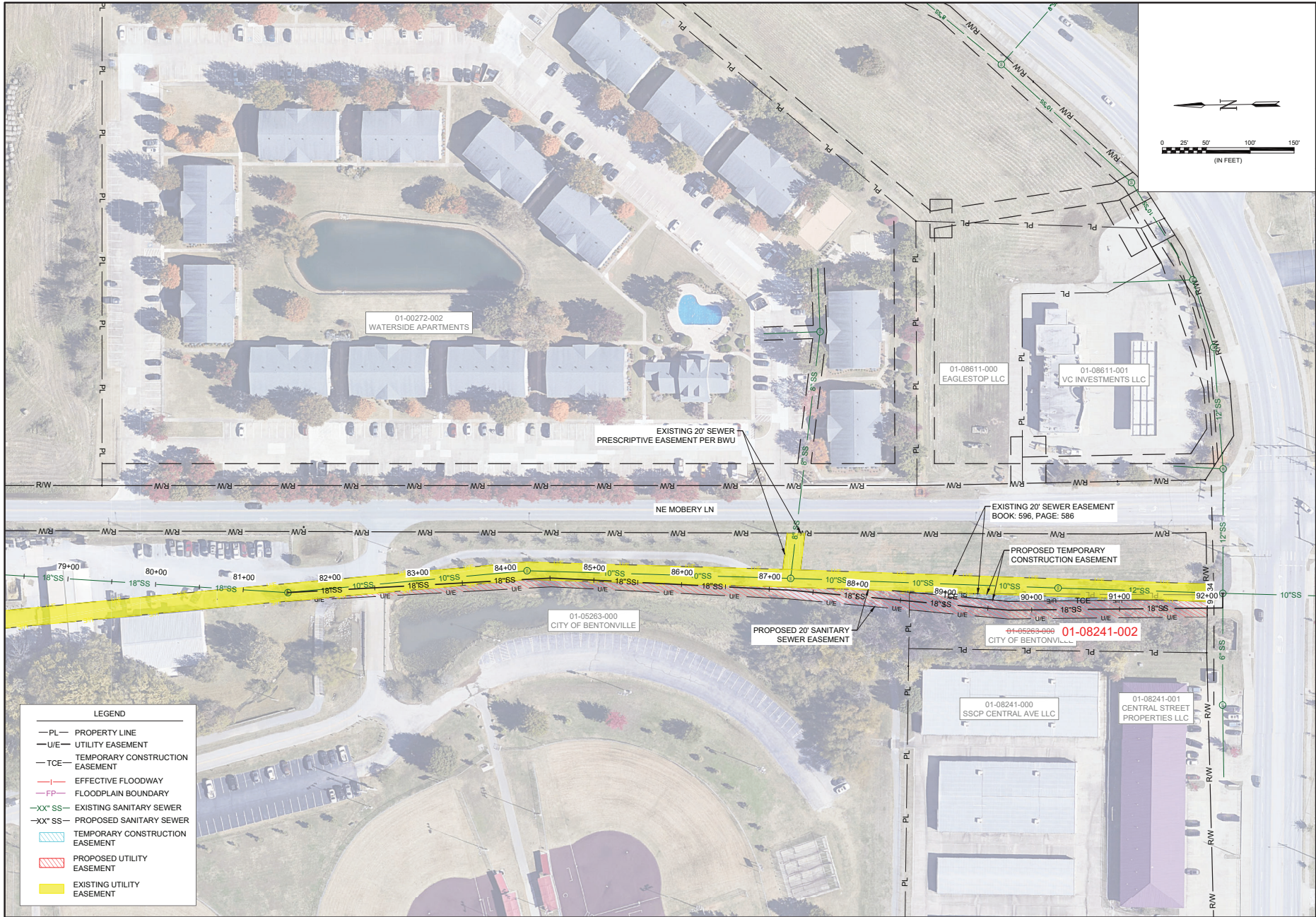
SHEET NUMBER

SHEET NUMBER

DRAWING NUMBER

DRAWING NUMBER

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 Last plotted by: Gonzalez, Justin J Plot Date: 7/2/2026 9:02 AM Plotter used: None



- LEGEND**
- PL — PROPERTY LINE
 - U/E — UTILITY EASEMENT
 - TCE — TEMPORARY CONSTRUCTION EASEMENT
 - EFFECTIVE FLOODWAY
 - FP — FLOODPLAIN BOUNDARY
 - XX" SS — EXISTING SANITARY SEWER
 - XX" SS — PROPOSED SANITARY SEWER
 - TEMPORARY CONSTRUCTION EASEMENT
 - PROPOSED UTILITY EASEMENT
 - EXISTING UTILITY EASEMENT

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 P.E. #8834 ON BEHALF OF THE
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REV.	DATE	DESCRIPTION	BY

BENTONVILLE WATER UTILITIES
 BENTONVILLE, ARKANSAS

SHEWMAKER SEWER INTERCEPTOR PHASE 2

PROPERTY AND EASEMENT 6	
JOB NO.: W01-2302097	
DATE: JULY 2026	
DESIGNED BY: CWR	
DRAWN BY: JGG	
CHECKED BY: DF	
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DRAWING NUMBER	
C107	
SHEET NUMBER	13



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/22/2026	Submitted By:	Beau Thompson
Phone:	479-271-3140	For Department(s):	Sewer Rehab
Email:	beau.thompson@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Awarding Bid IFB-26-54 - Townbranch Interceptor Project - Alignment 1
Action Recommendation & Justification:	Staff requests council award bid IFB-26-54 to Crossland Heavy Contractors in the amount of \$7,605,314.85 for Alignment 1 of the Townbranch Interceptor project. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Project includes installation of approximately 5,600 linear feet of gravity sewer, consisting primarily of 18-inch diameter PVC sewer main and approximately 500 linear feet of steel encasement installed via multiple auger bores at select crossings. This is within the original budgetary construction amounts for the Townbranch Interceptor project CIP listed at a total of \$16,627,000. Crossland Heavy Contractors was the lowest bidder and was selected following the city solicitation process for bids.
Amount for Approval:	\$ \$7,605,314.85

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Funded by ALWF loan. Budgeted in 503040-47321

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



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

www.GarverUSA.com

September 10, 2026

Mr. Beau Thompson
Deputy Director – Technical Services
Bentonville Water Utilities
City of Bentonville

Re: IFB-26-54 Town Branch Basin Sewer Improvements - Alignment 1
Engineer's Recommendation for the Award

Mr. Thompson:

Bids were received by the Purchasing and Compliance Department for the **IFB-26-54 Town Branch Basin Sewer Improvements – Alignment 1** at the City of Bentonville Administrative Services Building at 1000 SW 14th Street Bentonville, AR 72712 on Thursday, September 3, 2026.

Of the total two (2) bids that were submitted, Crossland Heavy Contractors (CHC) was the apparent low bid for the project, with a base bid amount of \$7,605,314.85. The next bid came in from Grant Garrett Excavating Inc. for \$8,414,445.32.

A detailed review of CHC's submitted documentation revealed no material deficiencies, satisfying the bidding requirements. The submitted documentation included full acknowledgement of addendum, a completed bid form, list of subcontractors, qualifications statement, and the required bid bond and Certificate of Liability Insurance naming the City of Bentonville as additionally insured. The contractor also indicates ability to carry and provide the required performance and payment bond. A review of their current and past projects with the attached qualifications confirms CHC to have adequate experience in sanitary sewer interceptor projects.

CHC's bid has been checked for completeness, accuracy, and for compliance with the contract documents and is found to be a responsive and responsible bid. Garver has also reviewed the submitted bid tab and confirms it is consistently itemized and quantified for unit and extended pricing based on the finalized bid tab. CHC's low bid amount was approximately 3% higher than Garver's engineer's estimate of \$7,406,141.68. Therefore, Garver believes that the bid submitted by CHC represents a good value for the City of Bentonville.

Contingent on acceptance by the Utility Board and City Council, the signing of the contract and the submission of executed funding mechanisms, we recommend awarding the construction contract for Town Branch Basin Sewer Improvements - Alignment 1 to CHC.

Sincerely,


Chris Randall, PE
NWA Water Market Leader

Enclosed Attachments: IFB-26-54 Bid Tabulation
Crossland Heavy Contractors Schedule B Qualifications Form



CITY OF BENTONVILLE, ARKANSAS
IFB 26-54 TOWN BRANCH SEWER - ALIGNMENT 1
BID TABULATION

Item #	Description	Unit of Measure	Quantity	ENGINEERS ESTIMATE		CROSSLAND HEAVY			
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization - Not to Exceed 5% of Total Base Bid	LS	1	\$ 333,427.06	\$ 333,427.06	\$ 350,000.00	\$ 350,000.00	\$ 331,738.00	\$ 331,738.00
2	Bonds and Insurance	LS	1	\$ 130,755.71	\$ 130,755.71	\$ 80,000.00	\$ 80,000.00	\$ 51,006.00	\$ 51,006.00
3	Trench Excavation Safety	LS	1	\$ 180,000.00	\$ 180,000.00	\$ 100,000.00	\$ 100,000.00	\$ 79,579.00	\$ 79,579.00
4	Erosion Control & Maintenance	LS	1	\$ 240,000.00	\$ 240,000.00	\$ 15,000.00	\$ 15,000.00	\$ 44,473.00	\$ 44,473.00
5	Straw Wattle	LF	4,075	\$ 5.00	\$ 20,375.00	\$ 6.00	\$ 24,450.00	\$ 4.25	\$ 17,318.75
6	Construction Entrance	EA	8	\$ 3,500.00	\$ 28,000.00	\$ 3,000.00	\$ 24,000.00	\$ 5,934.00	\$ 47,472.00
7	Clearing and Grubbing	LS	1	\$ 350,000.00	\$ 350,000.00	\$ 200,000.00	\$ 200,000.00	\$ 141,747.00	\$ 141,747.00
8	Utility Spot Digging and Relocations	LS	1	\$ 120,000.00	\$ 120,000.00	\$ 30,000.00	\$ 30,000.00	\$ 99,168.00	\$ 99,168.00
9	Site Restoration	LS	1	\$ 110,000.00	\$ 110,000.00	\$ 855,000.00	\$ 855,000.00	\$ 184,654.00	\$ 184,654.00
10	Soft Surface Trail Restoration (By Qualified Trail Building Contractor)	LF	1,030	\$ 36.00	\$ 37,080.00	\$ 40.00	\$ 41,200.00	\$ 18.40	\$ 18,952.00
11	Soft Surface Trail Pedestrian Control & Maintenance	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 100,000.00	\$ 100,000.00	\$ 30,607.00	\$ 30,607.00
12	Rock Excavation	CY	1,200	\$ 400.00	\$ 480,000.00	\$ 330.00	\$ 396,000.00	\$ 872.00	\$ 1,046,400.00
13	Traffic Control and Maintenance	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 63,000.00	\$ 63,000.00	\$ 105,855.50	\$ 105,855.50
14	Construction Staking	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 36,000.00	\$ 36,000.00	\$ 53,754.00	\$ 53,754.00
15	Acceptance Testing - Manholes	EA	34	\$ 500.00	\$ 17,000.00	\$ 1,700.00	\$ 57,800.00	\$ 733.00	\$ 24,922.00
16	Acceptance Testing - Pipe	LF	5,459	\$ 2.00	\$ 10,918.00	\$ 5.00	\$ 27,295.00	\$ 5.70	\$ 31,116.30
17	4" Service Line Reconnections (Including Necessary Pipe, Fittings, and 24" x 4" Service Wye Connection)	EA	8	\$ 10,000.00	\$ 80,000.00	\$ 6,500.00	\$ 52,000.00	\$ 8,423.00	\$ 67,384.00
18	6" SDR-26 PVC Sanitary Sewer Line	LF	13	\$ 130.00	\$ 1,690.00	\$ 410.00	\$ 5,330.00	\$ 111.50	\$ 1,449.50
19	8" SDR-26 PVC Sanitary Sewer Line	LF	38	\$ 150.00	\$ 5,700.00	\$ 260.00	\$ 9,880.00	\$ 106.50	\$ 4,047.00
20	10" SDR-26 PVC Sanitary Sewer Line	LF	13	\$ 210.00	\$ 2,730.00	\$ 500.00	\$ 6,500.00	\$ 163.00	\$ 2,119.00
21	18" SDR-26 (PS115) PVC Sanitary Sewer Line	LF	4,905	\$ 280.00	\$ 1,373,400.00	\$ 285.00	\$ 1,397,925.00	\$ 195.00	\$ 956,475.00
22	18" SDR-26 (PS115) PVC Sewer Line with 18" Mechanical Bell Restraints on Joints Inside Encasements	LF	554	\$ 310.00	\$ 171,740.00	\$ 235.00	\$ 130,190.00	\$ 255.00	\$ 141,270.00
23	30" SDR-26 (PS115) PVC Sanitary Sewer Line	LF	10	\$ 350.00	\$ 3,500.00	\$ 700.00	\$ 7,000.00	\$ 434.00	\$ 4,340.00
24	30" Mechanical Joint (MJ) Wedge Restraint & 30" MJ Cap	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 13,600.00	\$ 13,600.00	\$ 15,861.00	\$ 15,861.00
25	30" Steel Encasement via Auger Boring	LF	379	\$ 3,200.00	\$ 1,212,800.00	\$ 2,700.00	\$ 1,023,300.00	\$ 3,853.00	\$ 1,460,287.00
26	Concrete Encasement	LF	30	\$ 800.00	\$ 24,000.00	\$ 138.00	\$ 4,140.00	\$ 495.50	\$ 14,865.00
27	Aerial Crossing Concrete Anchor Collars	EA	2	\$ 20,000.00	\$ 40,000.00	\$ 9,000.00	\$ 18,000.00	\$ 13,090.00	\$ 26,180.00
28	Remove and Dispose 12" Sanitary Sewer Pipe	LF	3,400	\$ 100.00	\$ 340,000.00	\$ 6.00	\$ 20,400.00	\$ 39.10	\$ 132,940.00
29	Cast in Place 4' Dia. Manhole (0'-10' Depth)	EA	2	\$ 12,000.00	\$ 24,000.00	\$ 19,600.00	\$ 39,200.00	\$ 10,919.00	\$ 21,838.00
30	Cast in Place 5' Dia. Manhole (0'-10' Depth)	EA	26	\$ 14,000.00	\$ 364,000.00	\$ 21,600.00	\$ 561,600.00	\$ 15,572.00	\$ 404,872.00
31	Cast in Place 5' Dia. Manhole Additional Depth, Over 10'	VF	19	\$ 1,000.00	\$ 19,000.00	\$ 1,200.00	\$ 22,800.00	\$ 557.00	\$ 10,583.00
32	Cast in Place 5' Dia. Interior Drop Manhole (0'-10' Depth)	EA	4	\$ 15,500.00	\$ 62,000.00	\$ 23,800.00	\$ 95,200.00	\$ 20,243.00	\$ 80,972.00
33	Cast in Place 5' Dia. Interior Drop Manhole Additional Depth, Over 10'	VF	4	\$ 1,200.00	\$ 4,800.00	\$ 1,200.00	\$ 4,800.00	\$ 758.50	\$ 3,034.00
34	Cast in Place 6' Dia. Doghouse Manhole (0'-10' Depth)	EA	2	\$ 16,000.00	\$ 32,000.00	\$ 32,000.00	\$ 64,000.00	\$ 22,386.00	\$ 44,772.00
35	Cast in Place 6' Dia. Manhole Additional Depth, Over 10'	VF	3	\$ 2,000.00	\$ 6,000.00	\$ 1,500.00	\$ 4,500.00	\$ 1,114.00	\$ 3,342.00
36	Epoxy Manhole Liner (6' Dia.)	VF	8	\$ 600.00	\$ 4,800.00	\$ 950.00	\$ 7,600.00	\$ 612.00	\$ 4,896.00
37	MIC & Crystalline Concrete Admixture (MH 1-1 thru MH 1-10)	EA	10	\$ 1,000.00	\$ 10,000.00	\$ 5,300.00	\$ 53,000.00	\$ 2,397.00	\$ 23,970.00
38	Sewer Sentry	EA	7	\$ 1,200.00	\$ 8,400.00	\$ 2,000.00	\$ 14,000.00	\$ 1,883.00	\$ 13,181.00
39	Core-Drill Connections to Existing Manhole	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 5,900.00	\$ 5,900.00	\$ 4,900.00	\$ 4,900.00
40	Remove Existing Manhole	EA	22	\$ 3,500.00	\$ 77,000.00	\$ 3,500.00	\$ 77,000.00	\$ 4,187.00	\$ 92,114.00
41	Abandon Existing Manhole	EA	11	\$ 3,200.00	\$ 35,200.00	\$ 3,300.00	\$ 36,300.00	\$ 5,699.00	\$ 62,689.00
42	Compacted Class 7	TN	120	\$ 80.00	\$ 9,600.00	\$ 25.00	\$ 3,000.00	\$ 61.90	\$ 7,428.00
43	Bypass Pumping	LS	1	\$ 450,000.00	\$ 450,000.00	\$ 850,000.00	\$ 850,000.00	\$ 1,735,745.00	\$ 1,735,745.00
44	Dewatering	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 70,000.00	\$ 70,000.00	\$ 92,101.00	\$ 92,101.00
45	Remove and Replace Asphalt Roadway - Permanent T-Patch	SY	30	\$ 250.00	\$ 7,500.00	\$ 150.00	\$ 4,500.00	\$ 367.00	\$ 11,010.00
46	Remove and Replace Sidewalk - Concrete	SY	174	\$ 350.00	\$ 60,900.00	\$ 130.00	\$ 22,620.00	\$ 134.50	\$ 23,403.00
47	Remove and Replace Gravel Road/Drive	SY	34	\$ 150.00	\$ 5,100.00	\$ 58.00	\$ 1,972.00	\$ 88.30	\$ 3,002.20
48	Remove and Replace Curb and Gutter	LF	415	\$ 180.00	\$ 74,700.00	\$ 55.00	\$ 22,825.00	\$ 52.50	\$ 21,787.50
49	Remove and Replace Roadway Embankment	SY	149	\$ 192.50	\$ 28,682.50	\$ 65.00	\$ 9,685.00	\$ 68.80	\$ 10,251.20
50	Remove and Replace Streetlight Pole Bases	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 7,000.00	\$ 14,000.00	\$ 5,265.00	\$ 10,530.00
51	Remove and Replace Streetlight UGE Conduit	LF	700	\$ 30.00	\$ 21,000.00	\$ 54.00	\$ 37,800.00	\$ 45.30	\$ 31,710.00
52	Remove and Replace Stormwater Culvert	LS	1	\$ 2,750.00	\$ 2,750.00	\$ 7,000.00	\$ 7,000.00	\$ 10,433.00	\$ 10,433.00
53	Remove and Replace Stone Staircase to Match Existing Conditions	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 32,622.00	\$ 32,622.00
54	Remove and Replace Chain Link Fence	LF	75	\$ 100.00	\$ 7,500.00	\$ 60.00	\$ 4,500.00	\$ 36.70	\$ 2,752.50
55	30" Steel Encasement - Open Cut w/ 45' Aerial Span	LF	83	\$ 1,200.00	\$ 99,600.00	\$ 675.00	\$ 56,025.00	\$ 821.00	\$ 68,143.00
56	Fleximat Stream Restoration	SF	2,240	\$ 18.00	\$ 40,320.00	\$ 18.00	\$ 40,320.00	\$ 20.40	\$ 45,696.00
SUBTOTAL OF BID PRICE					\$ 7,053,468.27		\$ 7,243,157.00		\$ 8,013,757.45
CONTINGENCY									
57	Contingency (Requires BWU Prior Authorization)	5%	1		\$ 352,673.41		\$ 362,157.85		\$ 400,687.87
		\$	7,406,141.68			\$	7,605,314.85		\$ 8,414,445.32



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/22/2026	Submitted By:	Beau Thompson
Phone:	479-271-3140	For Department(s):	Water Utilities - Sewer Rehab
Email:	beau.thompson@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Enter into an Agreement with RJN Group for SSES & Modeling Work Within SLS Basin
Action Recommendation & Justification:	Staff requests approval of a Resolution authorizing the Mayor and City Clerk to enter into an agreement with RJN Group, Inc. in the amount of \$865,530.00, for SSES and modeling work within the South LS Basin. The scope of work will identify and quantify sources of I/I, provide conceptual rehabilitation design and expand the City's existing hydraulic model. RJN was selected following the standard Professional Services Procurement Process under SOQ-26-52. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Sub-basins within the South LS Basin were identified as medium priority areas for SSES and rehabilitation in the Part 1 Baseline Sewer Study. Staff believes there is sufficient justification to complete SSES throughout the entire basin now and is proposing to move forward with a systematic basin-wide approach. This approach will provide greater confidence that significant sources are identified and, depending on the findings, could improve available system capacity and allow additional development flow to be considered without waiting for larger capital improvements to be completed.
Amount for Approval:	\$ 865,530.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Acct. # 503040-47341. Approximately \$1,859,450.20 remaining in 2026 budget for I/I correction prior to approval of this agreement.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Memo



To: Mayor Stephanie Orman, Bentonville City Council
From: Beau Thompson
CC: Preston Newbill
Date: September 9, 2026
Re: South Basin Sanitary Sewer Evaluation Survey

The agreement authorizes RJN Group, Inc. (RJN) to provide professional engineering and sanitary sewer evaluation services within the South Lift Station Basin. The program is intended to identify sources of infiltration and inflow (I/I), evaluate the condition of the City's sanitary sewer system, and provide recommendations for rehabilitation and system improvements. The work will also expand and recalibrate the City's hydraulic sewer model to provide a more comprehensive assessment of existing and future system capacity.

The scope of services includes project administration, manhole inspections, manhole surveying and mapping, smoke testing, dyed water testing, sewer cleaning and CCTV inspection, CCTV video review, hydraulic modeling, data management, defect analysis and reporting, and conceptual engineering design for a sewer rehabilitation program. The scope includes inspection of approximately 850 manholes, approximately 207,000 linear feet of smoke testing, and up to 46,500 linear feet of sewer cleaning and CCTV inspection.

The hydraulic modeling portion of the project will expand the existing South Lift Station Basin model to an all-pipe model, incorporate all lift stations within the basin, establish dry-weather flow assumptions, calibrate the model using available dry- and wet-weather flow data, and perform a capacity assessment using the design storm identified in the City's Master Plan. RJN will also conduct a modeling workshop with City staff and prepare a technical memorandum documenting the methodology, assumptions, calibration results, capacity assessment, and recommendations.

The agreement is structured on a **unit billing and lump sum basis** with a total **not-to-exceed amount of \$865,530.00**.

Major task allocations include:

- Project Administration – **\$46,530**
- Manhole Inspection – **\$161,500**
- Smoke Testing – **\$140,760**
- Public Relations – **\$20,700**
- Dyed Water Testing – **\$6,500**
- Cleaning and CCTV – **\$211,575**
- Heavy Cleaning, if authorized – **\$4,350**
- CCTV Review – **\$23,250**
- Data Processing and Management – **\$61,540**
- Defect Analysis and Reporting – **\$35,590**
- Conceptual Engineering Design for Rehabilitation Plan – **\$29,350**

- Manhole Survey and Mapping – **\$23,375**
- Hydraulic Modeling Expansion – **\$43,130**
- Hydraulic Model Calibration – **\$19,040**
- Capacity Assessment and Reporting – **\$38,340**

The proposed work is anticipated to begin upon execution of the agreement. The proposed schedule includes approximately three months for manhole inspections, two months for smoke testing, three months for CCTV inspection and review, and additional time for analysis and reporting. Hydraulic model expansion is anticipated to require five months, with three months for calibration and four months for the capacity analysis and report.

This program is an important component of the City's wastewater capital improvement and asset management efforts. The information collected through the condition assessment and hydraulic modeling will allow the City to identify and prioritize rehabilitation needs, quantify potential I/I reductions, develop future CIP recommendations, and better evaluate existing and future wastewater system capacity. RJN will provide the resulting inspection data, GIS information, photographs, CCTV records, rehabilitation recommendations, and modeling results in digital formats for use by the City.



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: SOQ-26-52 South Basin SSES ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and RJN Group, Inc., 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. § 19-11-801; 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, 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, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- C. 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.
- D. 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.
- E. 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.

- F. 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.
- G. 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 per claim and in the aggregate.
- 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. Material Change shall mean a change to the insurance required hereunder which would result in such insurance no longer meeting the requirements of this Article VI.
- 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 or other proprietary property that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT. Any re-use of the PROJECT DOCUMENTS for any other project or purpose (other than the PROJECT) shall be at CITY's sole risk and without liability to PROFESSIONAL CONSULTANT.
- 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 XIX – 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** _____, 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 Evaluation Survey within the South Lift Station sewer basin to identify and quantify sources of inflow and infiltration (I/I) entering the sanitary sewer system. Project consists of asset data collection and condition assessment through various methods, I/I source defect analysis and report, conceptual engineering design of rehabilitation plan, and expansion of the existing hydraulic model with the collected data.

(This Space Intentionally Left Blank)

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, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- 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.

SERVICES BY THE PROFESSIONAL CONSULTANT

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT.
- Subcontracting of services by the PROFESSIONAL CONSULTANT shall have prior approval of the CITY.
- Perform and complete the Scope of Services as provided in Exhibit A below.

(This Space Intentionally Left Blank – Scope of Services by the Professional Consultant Follows)



SCOPE OF SERVICES

1. Project Administration

- a. Meet with City staff to discuss the progress of the various tasks throughout the project. Meetings will be held monthly and/or periodically at significant project milestones. Written documentation (e.g., minutes) will be provided.
- b. Prepare a schedule of work activities that will be maintained throughout the project with monthly milestone status reports and projections provided to the City. A *draft* schedule of work can be found in Exhibit C.
- c. Tailor RJN's standard operating procedures to accommodate project requirements and establish internal project controls to ensure schedule, budget, and quality control procedures are being maintained with monthly reports provided to the City.
- d. Coordinate with sub-consultants and perform various administration tasks including, but not limited to ensuring the City's contracting rules for procurement and services are met, contract finalization, performance coordination, quality control, and payment request verification.

CONDITION ASSESSMENT

1. Manhole Inspection

- a. Inspect subsurface manhole components using industry standard safety procedures and appropriate traffic control. The manhole rim to invert dimension will be recorded for the connecting lines. The cost estimate assumes that all manholes in the study areas will be inspected. Subsurface manhole components including the frame seal, walls, manhole bench, and trough will be inspected. Potential maintenance problems are also scanned and recorded, and provisions to repair the problems are included in the recommendations.
- b. Inspect each of the incoming pipes for signs of cracking, collapse, root intrusion, deposition, grease, offset joints, active infiltration, or other defects. Additional information such as pipe diameter and material will be collected. Lines with observable structural defects will be tagged as candidates for future television inspections. Pipe diameter measurements will be rounded to the nearest industry standard pipe size. Presence of Hydrogen sulfide will be recorded.
- c. Estimate flow rates for major sources of infiltration and inflow (I/I) in each of the manholes inspected. Any major I/I source or defect will be immediately reported to CITY. The recorded data includes the following:
 - i. Location and identification number
 - ii. Potential for surface water ponding on manhole cover
 - iii. Cover type, fit, distance above or below grade, and if there is any evidence of inflow
 - iv. Frame adjustment, type, condition of seal, and if there is any evidence of inflow
 - v. Corbel construction, condition, and if there is any evidence of inflow

- vi. Wall construction, condition, and if there is any evidence of infiltration
- vii. Bench/trough construction, condition, deposition, and if there is any evidence of infiltration
- viii. Pipe seal condition and if there is any evidence of infiltration
- ix. Step and rung condition
- x. Inside diameter
- xi. Surcharging or evidence of surcharging
- xii. Indication of groundwater level at time of inspection
- xiii. Maintenance problems
- xiv. Line segment diameter and direction
- xv. Line segment observations from the manhole (selected manholes)
- d. Use data management software to process and analyze the inspection data.
- e. RJN will notify the City of manholes that are inaccessible, not found, buried, or believed to be non-existent. RJN's field crews will make a reasonable effort to locate manholes shown in the provided GIS. This effort will include up to 10 minutes of onsite investigation using a metal detector, probe, and shovel. Manholes found to be buried less than six inches below grade in non-paved, unobstructed areas will be uncovered and inspected. If a manhole cannot be located within 10 minutes of arriving onsite, is buried in a paved area, or is greater than six inches below grade in a non-paved area, RJN will notify the City. The City will assist with locating or making the manhole accessible, and RJN will return to complete the inspection.

2. Manhole Survey

- a. RJN will measure both the rim elevations and pipe invert depths during manhole inspections.
- b. RJN will use GPS antennas with nearest centimeter accuracy to capture the location of the manhole and the elevation above sea level of the manhole rim.
- c. RJN will measure and record the depth of all pipe inverts in the manhole from the manhole rim and measure and record the pipe diameter of all pipes in the manhole.
- d. RJN will record all data digitally and will perform quality checks on the data before use in updating the hydraulic model.
- e. RJN will coordinate with the OWNER's staff to gain access to manholes that are behind locked fences or other restricted areas that need OWNER's assistance in accessing.

3. Smoke Testing (*Dual Blower*)

- a. Smoke testing will be conducted using dual axial blowers. Each 12-inch diameter and smaller segment will be isolated by sandbagging. Smoke testing lengths will be limited to two-line segments between the upstream and downstream blower locations. Smoke testing will be performed only during dry ground periods.
- b. Flags will be placed at observed smoke locations and digital images will be captured. Smoke defect locations will be recorded by obtaining GPS coordinates. All private

sector smoke defect images will be entered into the field inspection database and provided in CSV format.

- c. Main line defects and service lateral defects will be scrutinized to ensure that a conservative determination of public versus private side defects is made. If necessary, the line will be earmarked for television inspection.
- d. Public Relations and Notifications
 - i. RJN will prepare and deliver notices necessary for the performance of smoke testing. Every reasonable effort will be made to distribute notices two days prior to smoke testing.
 - ii. RJN may distribute notices up to a maximum of 14 days prior to smoke testing. If conditions do not allow smoke testing to be performed during this period, the notices will be redistributed. If redistribution of smoke notices is required, testing may be performed within one day of noticing.
 - iii. RJN, City staff, City of Bentonville Fire Department, and City of Bentonville Police Department will be notified daily of smoke testing and dyed water testing locations via email.
 - iv. RJN will proactively coordinate with City staff and representatives from schools, hospitals, day care centers, assisted living facilities, and other sensitive locations to plan and conduct smoke testing activities safely and with minimal disruption. Coordination efforts may include after-hours or weekend testing, as well as temporary isolation of sewer segments using sandbags when appropriate. This proactive approach helps protect sensitive facilities, minimizes impacts to residents and operations, and ensures the testing program is completed efficiently and safely.

4. Dyed Water Flooding

- a. Dyed water flooding will be conducted to verify the existence of inflow and infiltration sources. Dyed water flooding will be performed at suspected storm sewer cross-connections, streams, creeks, ditches, and other ponding areas that may be contributing to inflow. Estimated leakage rates will be provided for each positive dye test. Water for the dyed water flooding will be provided by the City at no charge to RJN.

5. Sewer Cleaning and Television Inspection (Sub-Contractor to perform task)

- a. Sanitary sewer lines will be cleaned in order to facilitate the televised inspection activities. Standard cleaning rates are based on three passes with a jet cleaner.
- b. During cleaning operations, all sludge, debris, etc. is removed from the sewer and disposed of at a location coordinated by the City. The City will provide water for the cleaning operation at no charge to RJN. All data will be provided in digital format.
- c. If standard cleaning, defined as up to three passes with a hydraulic jet cleaning unit, proves inadequate to prepare a sewer segment for CCTV inspection, RJN will recommend heavy cleaning. Heavy cleaning may be required for sewer lines exhibiting significant roots, grease deposits, mineral deposits, tuberculation, debris accumulation,

protruding taps, construction materials, concrete deposits, or other obstructions that cannot be removed through standard jet cleaning operations.

Heavy cleaning activities may include mechanical root cutting, chain flailing, hydraulic root cutting, bucket machine cleaning, power rodding, tap cutting, protruding service removal, grease removal, mineral deposit removal, concrete removal, or other specialty cleaning methods determined to be necessary to obtain a complete CCTV inspection. All sewer segments identified as requiring heavy cleaning will be reviewed with the City prior to proceeding. Heavy cleaning services are not included in the standard cleaning unit rate and will be performed only upon City authorization.

Heavy cleaning will be compensated on a hourly basis. Documentation of the location, cleaning method utilized, labor, equipment, and time expended will be provided with each request for payment.

- d. Television inspections will be selected by RJN for line segments that show evidence of deterioration, tested positive during smoke testing, or are critical to the collection system. The recommended CCTV list will be reviewed and approved by the City prior to commencing work.
- e. Television inspection will be performed using high-quality color equipment and coded using NASSCO's PACP Version 7 standards.
- f. Should there be additional CCTV recommended, RJN will request approval from the City prior to additional work.

6. CCTV Video Review

- a. RJN will review and analyze the television inspection data. Review of the data will consist of viewing all inspection footage to ensure that NASSCO PACP standards are met, codes are applied accurately, and all sewer lines identified for television inspection are either inspected or justification of why it was not inspected is provided.

7. Hydraulic Modeling Expansion & Recalibration

- a. Update the existing InfoWorks ICM model for the South Lift Station basin from the current skeletonized representation to an all-pipe model that includes all manholes, pipes and subcatchments updated to parcel level within the basin. Manhole and pipe depths will be incorporated using available manhole inspection data.
- b. Add all lift stations within the South Lift Station basin to the model. The current model includes one lift station; the updated model will include the remaining lift stations and associated system connectivity. It is assumed that the City will provide available record drawings, pump curves, and operating levels for all three lift stations.
- c. Assign dry weather flows in accordance with RJN methodology, including use of population data and water billing data to develop residential and non-residential dry weather flow loading assumptions for the model.
- d. Calibrate the updated model to dry weather flows and wet-weather flows using available historical flow data from the City's two existing permanent flow meters. It is

assumed that the City will provide historical flow data and rainfall data from the permanent rain gauges maintained by the City.

- e. Perform a capacity assessment using the design storm from the Master Plan and compare the updated model results to the recommendations previously provided in the Master Plan.
- f. Conduct one workshop with City staff to review the modeling methodology, calibration results, capacity assessment findings, and comparison to Master Plan recommendations.
- g. Prepare a brief technical memorandum summarizing the modeling update methodology, data assumptions, calibration results, capacity assessment results, and related recommendations.

8. Data Management

- a. Collect and review existing information including maps, as built records, and other pertinent information. The City will provide up-to-date ArcGIS shape files of the wastewater system. RJN will prepare preliminary field maps for project use from existing City shape files.
- b. Update the maps as differences are found during field investigations and provide the updated maps to the City. Updates will include new lines, manholes, and cleanouts and will be provided electronically in the form of a geodatabase (.gdb) to be compatible with GIS template that City will provide.
- c. Data will be recorded by field crews on RJN's electronic forms for each specified activity. All field inspection data will be entered into a computerized data management system from which rehabilitation recommendations will be made. All field inspection data and photos will be provided in a digital format to the City.
- d. Provide access to Clarity® so the City can view their data in real time. Clarity® is RJN's secure, proprietary project and data management reporting platform that provides clients accessible data and powerful analytical tools in easily interpreted GIS map format. Live basin data is accessible via most web-capable devices.

9. Source Defect Analysis and Report

- a. At the end of the field investigation services, an engineering analysis of field survey data will be performed to develop recommendations for prioritizing I/I source repairs. A description of field investigations, engineering analysis, and recommended actions to reduce I/I will be included in the report. The following will be provided in a comprehensive rehabilitation and improvement strategy as coordinated with the City:
 - i. Rehabilitation and improvement costs for various types of infiltration/inflow defect repairs and sewer improvements for line and manhole improvement.
 - ii. Priority analysis for an inflow and infiltration rehabilitation plan based on applicable rehabilitation methods, materials, and costs.
 - iii. Recommendations for rehabilitation of both public and private I/I sources in priority order, cost estimates by individual rehabilitation type, and estimated I/I reduction as a result of the recommendations.

- iv. Prepare and submit two copies of a draft report that includes results of the I/I investigations, findings, cost estimates, and recommended plan to reduce I/I and a preliminary schedule of implementation for sewer rehabilitation (i.e., CIP program recommendations). After comments are received, a final report will be prepared and submitted to the City. RJN will provide two copies of the final report.

g. Conceptual Engineering Design for Rehabilitation Plan

A schedule of work items will be developed as part of this project.

- a. Evaluate manhole defect repair alternatives including replacing frame and cover, coat the interior of the manhole, grout lower 18" of the manhole, resealing or replacing grade adjustments, or complete replacement of the manhole.
- b. Prepare recommended work item matrix for manholes in need of rehabilitation.
- c. Preliminary construction methods for rehabilitation for lines CCTV'd will also be provided and concurrently evaluated with the manhole rehabilitation recommendations to develop a cost-effective rehabilitation plan. Rehabilitation recommendations will also be provided in a geodatabase (.gdb) compatible with the City's GIS template.
- d. Prepare ENGINEER's Opinion of Probable Construction Cost.

10. Data Deliverables

- a. *Manhole Inspections*
 - i. Database of inspection data
 - ii. Geodatabase with collected GPS coordinates and inspection status
 - iii. Media files collected in the field
- b. *Smoke Testing*
 - i. Geodatabase consisting of smoke inspections status, related smoke observation points, and attached media
- c. *Dyed Water Flooding*
 - i. Inspection Data
 - ii. Any media files of defects observed during field investigations
- d. *CCTV Inspection (RJN Collected data only)*
 - i. NASSCO PACP Version 7 database of inspection data
 - ii. Any media files collected in the field

Anticipated Workshop Summary

Workshops will be held at major project milestones. They may be scheduled individually or in conjunction with monthly progress meetings or other workshops. The following is a list of anticipated workshops:

- Condition Assessment
 - Condition Assessment Kickoff

- Final Deliverable Presentation
- Hydraulic Modeling Workshop

Items Requested from the City of Bentonville

1. Latest GIS datasets
2. Flow metering and rainfall data and site sheets
3. Lift station record drawings, pump curves, and operating levels for all lift stations within the South Lift Station basin
4. Latest Hydraulic Model

APPENDIX C
SCHEDULE OF FEES, SERVICES

(This Space Intentionally Left Blank –Schedule of Fees Follows)



EXHIBIT B PRICING

Pricing for the City of Bentonville – Sanitary Sewer Evaluation Program is as follows:

Pricing Terms for Invoicing: Unit Billing and Lump Sum

Not-To-Exceed Total Cost: \$865,530.00

Service	Quantity	Unit	Unit Cost	Total Cost
Project Administration	1	LS	\$46,530.00	\$46,530.00
Condition Assessment				
Manhole Inspection	850	EA	\$190.00	\$161,500.00
Smoke Testing	207,000	LF	\$0.68	\$140,760.00
Public Relations	207,000	LF	\$0.10	\$20,700.00
Dyed Water Testing	10	EA	\$650.00	\$6,500.00
Cleaning and CCTV	46,500	LF	\$4.55	\$211,575.00
Heavy Cleaning (if needed)	10	HR	\$435.00	\$4,350.00
CCTV Review	46,500	LF	\$0.50	\$23,250.00
Data Processing and Management	1	LS	\$61,540.00	\$61,540.00
Defect Analysis and Reporting	1	LS	\$35,590.00	\$35,590.00
Conceptual Engineering Design for Rehabilitation Plan	1	LS	\$29,350.00	\$29,350.00
<i>Subtotal</i>				<u>\$695,115.00</u>
Hydraulic Modeling				
Manhole Survey and Mapping	850	EA	\$27.50	\$23,375.00
Hydraulic Modeling Expansion	1	LS	\$43,130.00	\$43,130.00
Hydraulic Model Calibration	1	LS	\$19,040.00	\$19,040.00
Capacity Assessment and Reporting	1	LS	\$38,340.00	\$38,340.00
<i>Subtotal</i>				<u>\$123,885.00</u>
Total:				\$865,530.00