



City of Bentonville
Bentonville Utility Board Meeting
Tuesday, June 20th – 11:30 am
Bentonville City Hall 305 SW “A” St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: June 6th, 2023

New Business

1. Resolution – Olsson, Inc. – Waterline Engineering – Hwy 112 – Mike Bender, PE
(pages 2-33)
2. July 4th Meeting Discussion – Proposal to meeting on July 5th at 11:30 am
3. Adjournment



Agenda Item Form

Date of City Council Meeting	6/27/2023
Department	Water
Submitted by	Mike Bender, Preston Newbill
Phone	(479) 271-3140

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor to enter into a professional services agreement with Olsson, Inc. for preliminary engineering services for utility relocations associated with ARDOT's Job 090514 - Hwy 112 Improvements Wallis Road to Pleasant Grove Road in the amount of \$755,477.00. A portion of this project will qualify for reimbursement from ARDOT but that amount will not be determined until an accurate adjustment plan has been prepared. The total cost of engineering services in this proposal will include design services up to bidding the project. A budget adjustment is needed to utilize utility reserves to front costs until a reimbursement ratio and plan has been determined. This firm was selected following the City's standard SOQ selection process for the procurement of professional services in accordance with state law.					

Estimated Cost	\$755,477.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Utility reserves will be used to front expenses. A portion of the project will be reimbursed by ARDOT after a reimbursement ratio has been determined.	





Budget Adjustment Request

Date of City Council Meeting	6/27/2023
Department	Water Utilities
Submitted by	Mike Bender, Preston Newbill
Phone	(479) 271-3140

Purpose of Budget Adjustment (Enter purpose in space below):

Enter into an Agreement with Olsson, Inc. to perform the services for utility adjustments related to ARDOT Job 090514 in the amount of \$755,477.00, and adjust the Budget for the total Agreement cost.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503020	47320	Improvements Other -Water Improvements	\$	755,477.00
		Totals	\$ -	\$ 755,477.00
		Net Impact on Fund Balance	\$ (755,477.00)	

*Final Account Number will be determined by Accounting Department after approval and purchase



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PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Mike Bender
CC:
Date: June 16, 2023
Re: ARDOT Job 090514 – Utility Adjustment

Resolution authorizing the Mayor to enter into a professional services agreement with Olsson, Inc. for preliminary engineering services for utility relocations associated with ARDOT's Job 090514 - Hwy 112 Improvements Wallis Road to Pleasant Grove Road in the amount of \$755,477.00. A portion of this project will qualify for reimbursement from ARDOT, but that amount will not be determined until an accurate adjustment plan has been prepared. The total cost of engineering services in this proposal will include design services up to bidding the project. A budget adjustment is needed to utilize utility reserves to front costs until a reimbursement ratio and plan has been determined. This firm was selected following the City's standard SOQ selection process for the procurement of professional services in accordance with state law.

The City of Bentonville received notice from ARDOT in April to prepare utility adjustment plans associated with ARDOT Job 090514 – Hwy 112 improvements from W. Wallis Road to Pleasant Grove Road. This project affects the City's 48-inch water line, requiring relocation along with impact to smaller lines north of this highway section. A portion of this project will qualify for reimbursement, but the reimbursement ration will not be determined until an adjustment plan has been prepared. Reimbursement for engineering and construction will use the same ratio for reimbursement. ARDOT has several separate projects for the sections along Hwy 112. The City's 48" water line is located adjacent to two sections of Hwy 112 but all relocation of the 48" line will be addressed with ARDOT Job 090514. The City will be required to front expenses until a reimbursement ratio is determined.

Thank you for your consideration of this request.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC. FOR PRELIMINARY ENGINEERING SERVICES ASSOCIATED WITH ARDOT JOB 090514; ADJUSTING THE 2023 BUDGET TO PROVIDE FUNDING FOR THIS ANALYSIS; AND FOR OTHER PURPOSES

WHEREAS, the City of Bentonville wishes to engage a professional consultant for engineering services for utility adjustment plans associated with ARDOT Job 090514;

WHEREAS, Olsson, Inc. has been selected pursuant to the City of Bentonville's professional service selection process in accordance with Arkansas law; and

WHEREAS, a budget adjustment in the amount of seven hundred fifty-five thousand four hundred seventy-seven dollars (\$755,477.00) is required to fund this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor be and is hereby authorized to enter into a Professional Services Agreement with Olsson, Inc. for utility adjustment plans associated with ARDOT Job 090514 in an amount not to exceed seven hundred fifty-five thousand four hundred seventy-seven dollars (\$755,477.00).

Section 2: The 2023 budget should be and the same is hereby adjusted to move seven hundred fifty-five thousand four hundred seventy-seven dollars (\$755,477.00) from utility reserves to Account 503020-47320, Improvements Other - Water Improvements;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

HON., Stephanie Orman
MAYOR

ATTEST:

Kirby Romines
CITY CLERK



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

June 16, 2023

City of Bentonville, Arkansas
Attn: Mike Bender
3200 SW Municipal Drive
Bentonville, Arkansas 72712

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
48-inch Transmission Line Relocation (the "Project")
Bentonville, AR

Dear Mr. Bender:

It is our understanding that the City of Bentonville, AR ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide services as specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: 6/27/2023

Anticipated Completion Date: 12/6/2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule attached to this Agreement. Anticipated expenses have been included in the estimate. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date. Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$755,477.00.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Preston Newbill.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Ronald L. Mersch
Ron Mersch, Region Leader

By Chris Hall
Chris Hall, P.E., Team Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF BENTONVILLE, ARKANSAS

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Engineering Fee

Design Schedule

Standard Labor Rate Schedule

Reimbursable Expense Schedule

Preliminary Pipeline Relocation Exhibit

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated June 16, 2023, between City of Bentonville, AR ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall first obtain written approval from the Client prior to performing or obtaining from others such services. Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear responsibility for:

3.8.1 Jobsite Safety: Neither the professional activities of Olsson, nor the presence of Olsson or its employees and sub consultants at a construction/project site, shall impose any duty on Olsson, nor relieve the Construction Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. Olsson and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 [omitted]

3.9 [omitted]

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation

services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 “Inspect” or “Inspection”: If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor’s completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor’s safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 “Record Documents”: Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson’s services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a “for cause” termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson’s final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a “for cause” termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall

grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client’s convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson’s Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson’s actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation [omitted]

6.2.1 [omitted]

6.2.2 [omitted]

6.2.3 [omitted]

6.2.4 [omitted]

6.3 Certification of Merit [omitted]

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information,

recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not

be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

Unless Client is a public entity and the release of information is required by law or legal process, in performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party").

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 [omitted]

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment, unless it was directly caused by Olsson's negligence.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Arkansas. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Arkansas.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity [omitted]

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

General Provisions updated 06/16/2023

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated May 31, 2023, between The City of Bentonville, Arkansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Bentonville, Arkansas

Project Description: Relocation of approximately 12,000 linear feet of 48-inch transmission line and 2,000 linear feet of 12-inch water line along State Highway 112.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PART I - DESIGN AND BIDDING SERVICES:

Phase 100 – Project Management & Quality Control

A. Project Management

1. Manage the project through the bidding phase, with management and oversight of project budget and schedule. Coordinate all information-gathering efforts, manage owner responsible permit application process, and schedule meetings with utilities and stakeholders. Directly interface with the client to ensure schedule and project budget are appropriate, and if necessary, determine effective methods of redirecting efforts to accommodate changes in schedule, budget, and scope. Provide overall management of all identified project tasks. Stakeholders, including the city and utility representatives, will be invited to attend as relevant to their interests.
2. Change Management – scope, schedule and budget are all interrelated and a change to one will potentially impact the other two. Manage scope, schedule, and budget by notifying the client when requests to modify items impacts any of the three. Submit change logs and contract amendments in a timely manner for approval by the client.
3. Overall Project Management will consist of coordinating the following activities throughout Preliminary Design, Final Design, and Bidding:
 - Project Initiation Workshop
 - Project Scheduling
 - Progress Meetings
 - Progress Submittals
 - Cost Estimates
 - Cost Control Procedures

a. Project Initiation Workshop and Data Collection

- 1) Meet with client's project representative and staff to clarify and define client's requirements for the Project.
- 2) Establish channels of communication and address contract issues as required.
- 3) Review project budget for proposed improvement program.
- 4) Develop Project Management Plan for the project to identify: key staff members and contact information; channels of communication; success factors, quality management, risks, mitigation, and goals; key stakeholders; design and construction schedules, budget; and technical requirements for the project.

b. Project Scheduling

- 1) A detailed schedule will be prepared and maintained to identify key project milestones, meetings, and activities. The Gantt Chart schedule will be reviewed and updated frequently to ensure the project is on track to meet project deadline.

c. Progress Review Meetings

- 1) Conduct progress review meetings involving the project team as required throughout design to review project status, critical milestones, progress submittals, and design issues. Meetings are anticipated to occur on a bi-weekly basis but may occur as often as weekly during certain stages of the project if required. Action items to be followed up on by the project manager to make sure that progress is being made.

d. Construction Document Review Meetings

- 1) Conduct review meetings with Client at 30%, 60%, 90% and 100% stages of design to review the associated stage of construction documents.

B. Quality Control

1. Independent quality assurance and quality control (QA/QC) reviews are essential to ensure the best quality and value for the project and are an integral part of the Olsson project team. This process will be undertaken by senior staff members of the firm selected for their experience and expertise. The goal of the QA/QC process is to ensure that technical issues have been correctly addressed; client standards are incorporated; drawings and documents are clear, complete, and concise; and that the construction planning is appropriate for the work to be undertaken.
2. Formal QA/QC reviews will be conducted concurrently with client reviews, specifically at the 60% and 90% completion stage and prior to issuance of final PS&E. Completion of the QA/QC plan involves a final review by client, City and regulatory agency comments and a final constructability review by Olsson.

Phase 200 – Survey Services

A. Topographic Survey & Easements

1. 48-inch (or larger) Pipeline
 - a. Olsson will perform and prepare a Topographic Survey of the subject property generally located between Sand's Road and running North to W. Scoggins Road in the City of Bentonville, Benton County, Arkansas. The Topographic Survey area will include approximately 12,000 linear feet by 100-foot wide area as shown in the attached exhibit. The Topographic Survey will depict contours at a 1' vertical interval, all physical improvements including buildings, driveways, fencing, and visible utilities, as well as underground utilities as located by Arkansas One-Call system. Survey will be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Arkansas State Plane Coordinate System NAD 83–North Zone-US Survey foot.
 - b. Olsson will order Title search on 22 Parcels and prepare up to 22 Easement documents with exhibits.
2. 12-inch Pipeline
 - a. Olsson will perform and prepare a Topographic Survey of the subject property generally located in the City of Bentonville, Benton County, Arkansas. The Topographic Survey area will include approximately 2,000 linear feet by 100-foot wide area being along Arkansas Hwy 112, as shown in the attached exhibit. The Topographic Survey will depict contours at a 1' vertical interval, all physical improvements including buildings, driveways, fencing, and visible utilities, as well as underground utilities as located by Arkansas One-Call system. Survey will be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Arkansas State Plane Coordinate System NAD 83–North Zone-US Survey foot.
 - b. Olsson will order Title search on 6 Parcels and prepare up to 6 Easement documents with exhibits.
3. Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locator. By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.

Phase 300 – Geotechnical Investigation

Drilling Services

A. Coordination and General Notes

1. Olsson will contact Arkansas 811 to issue utility locate tickets in areas where drilling services are to be performed. The Arkansas 811 utility locate center only notifies participating operators, which typically include water and sewer transmission, fiber optic or telecom transmission, natural gas pipelines, and electrical distribution (up to

electric meter). To ensure the safety of the crew onsite, Client must inform Olsson of the location of all known private utilities and private utility service connections.

2. Each boring location must be readily accessible by conventional truck-mounted or all-terrain (agricultural tired) drilling rig.
3. Drilling equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete and asphalt pavement damage, and damage to underground sprinkler systems.

B. Field Exploration

1. We propose to use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:
 - Nine (9) borings along the alignments to a depth of 20 feet, plus 5 feet of rock coring for a total depth of 25 feet.
 - Two (2) borings along the alignments to a depth of 10 feet, plus 5 feet of rock coring for a total depth of 15 feet.
 - Two (2) borings at the anticipated HDD creek crossing to a depth of 20 feet, plus 20 feet of rock coring for a total depth of 40 feet.

The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 335 linear feet and a total rock coring footage of 95 linear feet.

2. Soils will be sampled in general accordance with ASTM D1586 and ASTM D1587.
3. We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.
4. After obtaining groundwater level readings, we will backfill the borings with the drilling spoils.
5. If needed, Olsson shall perform additional in-situ soil resistivity testing at six (6) select locations along the alignments. Field soil resistivity testing will be performed in accordance with ASTM G57 at pin spacings of 2.5', 5', 7.5', 10', 15', and 20'. Obtain soil resistivity measurements with the harness set in both a north-to-south and east-to-west orientation at each location, twelve (12) measurements in total.

Geotechnical Services

A. Laboratory Services

1. As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D2488), unconfined compression tests (ASTM D2166), thin-walled tube density tests (ASTM D7263), moisture content tests (ASTM D2216), Atterberg limit tests (ASTM D4318), percent passing the No. 200 sieve tests (ASTM D1140), grain size analyses, and soil chemistry testing.
2. Provide laboratory soil corrosivity testing at eight (8) select borings along the alignments. Soil samples will be obtained at pipe depth and tested for as-found and

saturated soil resistivity (ASTM G57), pH (ASTM G51), REDOX potential (ASTM G200), and water soluble sulfate, sulfide, and chloride content (EPA 300.0).

B. Engineering Analysis and Report Preparation

1. Olsson will perform engineering analyses and provide conclusions and recommendations regarding the following:
 - a. Lift thickness, moisture control, and compaction criteria for backfill and structural fill. OSHA standards for soil excavation criteria will be included or referenced.
 - b. Anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
 - c. Characteristics of the on-site soils and the potential for reuse of on-site soils as structural fill.
 - d. Lateral earth pressure values for restrained and/or unrestrained foundation/retaining walls, including passive pressures and sliding friction values to resist sliding.
 - e. Pipe bedding for water lines per local requirements.
 - f. Subgrade stabilization criteria for installation of water lines, if needed.
2. We will present our conclusions and recommendations in a written report that will include a map of boring locations, soil boring logs, and a summary of laboratory tests.

Exclusions:

- Fees for private utility locating and/or hydro-excavation are excluded from this scope of services.
- Fees resulting from the use of mud-matting, clearing, or other operations to achieve access to boring locations is Client's responsibility and is excluded from this scope of services.
- Traffic control; village, city, district, county, and state right-of-way occupation permitting; street use permitting; and utility permitting necessary to allow for drilling services are excluded from this scope of services.
- Design and recommendations for gravity block or mechanically stabilized earth (MSE) retaining walls. Please contact the geotechnical engineer if such services are required.

Phase 400 – Environmental Services

A. Wetland and Stream Delineation and Preliminary Jurisdictional Evaluation

1. Olsson will complete a wetland and stream delineation for the 48-inch Water Pipeline Relocation in Bentonville, Arkansas. Olsson will follow the methods described in the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (January 1987) and the Regional Supplement to the USACE Wetland Delineation Manual: Eastern Mountain & Piedmont Region (Version 2.0) (April 2012).
 - a. Desktop Review
 - 1) The first step of the wetland and stream delineation consists of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will

include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5 minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.

b. Site Visit

- 1) Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. identified during the desktop review. The site visit will be conducted by traversing the project study area to identify wetland characteristics including; hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland, streams, and/or other waters of the U.S. boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Atlantic and Gulf Coastal Plain Region data forms will be filled out. Photographs documenting site conditions, including wetlands, streams, and other waters of the U.S., will be taken. Agricultural areas require additional sample points primarily to document soil conditions.

c. Report

- 1) Upon completion of the site visit a report documenting the findings of the wetland and stream delineation will be prepared detailing the presence or absence of wetlands, streams, and other waters of the U.S. within the project study area. The wetland and stream delineation report will include a narrative of how the wetland and stream delineation was conducted and a summary of the results of the wetland and stream delineation. Figures documenting information gathered during the desktop review and figures showing wetland, streams, and other waters of the U.S. boundaries, sample point locations, and photo point locations will be included. The report will also include a description of Olsson's opinion of whether the wetlands, streams, and other waters of the U.S. are jurisdictional.

B. Nationwide Permit (if required)

1. Olsson will submit a Clean Water Act, Section 404, nationwide permit notification to the U.S. Army Corps of Engineers (USACE) for the project site. Nationwide permits are general department of army (DA) permits that meet a set of nationwide standards that have minimal individual and cumulative environmental impacts. Nationwide permits are required when jurisdictional aquatic impacts occur related to a project. Olsson will follow the Clean Water Act regulations (33 CFR Parts 320-332) and Section 404(b)(1) Guidelines (40 CFR Part 230). Nationwide permits include a description of the Project, aquatic impacts, threatened and endangered species (desktop evaluation), and cultural resources (desktop evaluation). Following completion of the permit, Olsson will submit the permit request to the USACE for permit issuance. Olsson will follow-up with additional USACE requests within the limitation of the assumptions outlined below.

C. Short-Term Activity Authorization (if needed)

1. Olsson will coordinate the Short-Term Activity Authorization (STAA) with the Arkansas Department of Energy & the Environment's Division of Environmental Quality (ADEE-DEQ) for the project site. Olsson will follow-up with additional requests from the ADEE-DEQ or other agencies within the limitation of the assumptions outlined below.

D. On-Site Habitat Assessment for Threatened and Endangered Species (if needed)

1. Olsson will conduct a targeted on-site habitat assessment for federally-listed threatened and endangered species to determine if potential habitat exists and if species investigations may be needed. It is assumed that the on-site analysis will occur during suitable weather conditions. Habitat documentation will not be inclusive of all habitats within the Project area, but rather will focus on habitat used by the species listed as potentially being within the project area by the USFWS' Information for Planning and Consultation (IPaC) online tool.
2. Olsson will complete and prepare a Habitat Assessment Report. Within the report, Olsson will document species summaries, describing each species' habitat requirements, potentially suitable habitat available within the Project area, and measures to avoid, reduce, or minimize the possibility of impacting federally-listed species or their potential habitat present within the Project boundary.

E. Stormwater Pollution Prevent Plan (SWPPP) Document

1. Olsson will complete a Stormwater Pollution Prevent Plan document for the 48" Water Pipeline Relocation in Bentonville, Arkansas. Olsson will follow the described Arkansas Department of requirements of the Arkansas Department of Energy & the Environment's Division of Environmental Quality.

Assumptions:

Client will provide the following:

- Project Study Area Access and Landowner Permission

Exclusions:

- Migratory Bird Treaty Act Nesting Surveys
- Bald and Golden Eagle Nest Surveys
- Agency Requested Threatened and Endangered Species-Specific Survey
- Individual Section 404 Permit Application
- Site Visits with the USACE
- Agency or Client Meetings, Other Than Phone Call Discussions
- Changes in Project Design or Location Requiring Changes to the Report
- On-Site Cultural Resources Study or Evaluation
- Permittee Responsible Mitigation Plan and Monitoring
- Individual Permit (over 0.5 acre of wetland impacts)

Phase 500 – Real Estate Acquisition

Olsson shall negotiate the acquisition of right of way necessary to relocate the water line impacted by ARDOT's project. Olsson understands the property will be acquired under the Uniform Relocation Act.

A. Negotiations

1. Olsson shall obtain title information through a title company for parcels where easements are being acquired. Any ownership deeds, easements deeds, subdivision plats, etc. needed or used in the development of existing property lines and easement boundaries for the right of way plans shall be furnished by the title company and Olsson.
2. Olsson shall negotiate and secure all acquisitions in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations (49 CFR Part 24). This may include but is not limited to the following: Describing the acquisition, referencing plans or plats, explaining right of way and construction plans, project schedule and other project details. Olsson shall clearly explain details related to the appraisal or value determination and how the offer was developed, as well as answering other necessary valuation questions. Olsson estimates there will be 20 parcels based on the preliminary alignment.
3. City of Bentonville shall provide Olsson with all standard agreements and conveyance documents necessary for use in the acquisition of the property.
4. Olsson shall prepare all necessary documents for review and signature by City of Bentonville based on the forms provided. Olsson shall not present any counteroffer or agree to any engineering plan revisions or changes without express permission by City of Bentonville. Olsson shall relay all concerns, counteroffers, or issues to City of Bentonville for review and consideration.
5. Olsson shall deliver each owner an offer letter, copy of appraisal or waiver valuation, appraisal review (if necessary), plans, and unsigned documents and agreements by means of personal contact or certified mail.
6. Olsson shall maintain a detailed written negotiator's log of contacts with each property owner to document negotiations, efforts to achieve amicable settlements, responsiveness to owners' counter proposals, and suggestions for changes in plans.
7. When negotiations result in condemnation, Olsson shall submit all necessary completed files and documents to the City of Bentonville.

B. Appraisal Services

1. Olsson shall identify the valuation problems, determine the number and type of appraisal reports needed for each parcel, identify items pertinent to the valuation of each parcel, and note any specific or unusual appraisal problems. Any properties worth more than \$10,000 will have an appraisal completed and any property valued at under \$10,000 will have a waiver valuation completed by Olsson real estate staff.
2. All appraisal reports will be reviewed by a pre-qualified review appraiser, independent of the individual who issued the report. Olsson shall hire an outside appraiser for this service on all appraisals. Olsson estimates 15 parcels will require an appraisal and appraisal review to be completed by a third-party.
3. All completed appraisal, appraisal reviews, and waiver valuation reports shall be provided to City of Bentonville. Olsson estimates 5 parcels will qualify for waiver valuations based on the preliminary alignment.

Assumptions:

- This estimate assumes that all right of way will be acquired voluntarily. Any Olsson services associated with potential condemnation would be addressed in an amendment.
- This proposal does not include the compensation paid to landowners, or other non-listed third-party services.
- Olsson understands that no structure Relocations, as defined by the uniform relocation act, will take place as part of the project. If any Relocations are to take place, Olsson will issue an amendment.
- The estimate assumes no closing, title insurance, or escrow services provided by a title company. If the City of Bentonville decides to close through a title company and secure title insurance, that cost shall be in addition to the estimate and paid directly to the title company at the time of closing.

Phase 600 – Engineering Design Services

A. Plans and Specifications

1. Olsson shall prepare detailed drawings and specifications for the proposed work based on the findings of the Preliminary Engineering Report in Phase 200. The Client's standard technical specifications and construction details shall be utilized. Olsson shall provide standard EJCDC construction contracts, prevailing wage information, bid forms, bidding instructions, General and Supplementary Conditions and other documents typically included for a competitively bid project. It is anticipated the project drawings shall consist of the following:
 - a. Cover sheet
 - b. General construction notes and project quantities
 - c. Sediment Control plans
 - d. 48- and 12-inch water line Plan and Profile sheets
 - e. Trenchless construction sheets

- f. Construction details
- 2. Project deliverables will include 30%, 60%, 90% and 100% plan and specification progress sets for review with client and final construction documents. Olsson will prepare an Opinion of Probable Cost (OPC) of project construction work at 30%, 90% and final design stages.

B. Regulatory Submittals

- 1. Olsson shall prepare a Stormwater Pollution Prevention Plan for general stormwater permitting with Arkansas Department of Environmental Quality (ADEQ).
- 2. Olsson shall submit final documents to Arkansas Department of Health (ADH) for approval by the state.
- 3. If required, Olsson shall submit floodplain development permit to the City of Bentonville, and Benton County for approval.
- 4. For construction activities with streamways Olsson shall prepare and submit for Short Term Activity Authority (STAA) permit with Arkansas Department of Environmental Quality (ADEQ), if required.
- 5. Other regulatory submittals not specifically listed are excluded from scope of services but can be provided at Olsson's standard hourly rates.

Phase 700 – Bid Phase Services

A. Prepare Notice to Bidders and Issue Documents

- 1. Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be emailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices.
- 2. Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

B. Pre-bid Conference

- 1. Olsson will coordinate a pre-bid conference to be held at a to-be-determined City of Bentonville facility. Olsson will create an agenda and provide meeting minutes to all attendees.

C. Review and Evaluate Bids

- 1. Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

D. Conform Documents

1. Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

PART II – CONSTRUCTION PHASE SERVICES (EXCLUDED):

Construction phase services are excluded from this scope but can be provided through an amendment upon authorization from the City of Bentonville, Arkansas.

Date: 16-Jun-23
 Job: Bentonville, AR- 48" Pipeline Relocation

		TOTALS			
Phase/ Task	Description of Work	Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee
100	Project Management and QC				
	PM / Meetings / ARDOT Coordination	44.50	\$ 70,948.00	\$ 650.10	\$ 71,598.10
	QA/QC	5.00	\$ 9,472.00	\$ -	\$ 9,472.00
200	Survey				
	Survey and Easement Descriptions	50.83	\$ 61,000.00	\$ -	\$ 61,000.00
300	Geotechnical Investigation				
	Drilling	16.20	\$ 19,440.00	\$ -	\$ 19,440.00
	Lab Services & Geotech Report	11.80	\$ 14,160.00	\$ -	\$ 14,160.00
	Soil Resistivity Testing (if needed)	1.71	\$ 2,050.00	\$ -	\$ 2,050.00
400	Environmental				
	Wetland and Stream Delineation	5.00	\$ 6,000.00	\$ -	\$ 6,000.00
	Nationwide Permit (if needed)	3.33	\$ 4,000.00	\$ -	\$ 4,000.00
	STAA Permitting (if needed)	0.83	\$ 1,000.00	\$ 200.00	\$ 1,200.00
	Habitat Assessment (if needed)	3.33	\$ 4,000.00	\$ -	\$ 4,000.00
	SWPPP	0.83	\$ 1,000.00	\$ 500.00	\$ 1,500.00
500	Real Estate Acquisition				
	Negotiations	58.33	\$ 70,000.00	\$ -	\$ 70,000.00
	Appraisal Services	66.67	\$ 80,000.00	\$ -	\$ 80,000.00
600	Detailed Design				
	PER - Pipe Material Evaluation	10.25	\$ 13,858.00	\$ -	\$ 13,858.00
	Adjustment Proposal	12.25	\$ 16,018.00	\$ -	\$ 16,018.00
	Plans and Specifications	167.00	\$ 200,820.00	\$ 379.68	\$ 201,199.68
	Utility Coordination	17.50	\$ 22,560.00	\$ -	\$ 22,560.00
	ADH Permitting (including \$500 ADH fee)	6.50	\$ 8,912.00	\$ 500.00	\$ 9,412.00
	Trenchless Sub-Consultant		\$ 66,232.10	\$ -	\$ 66,232.10
	Corrosion Control Sub-Consultant		\$ 52,338.00	\$ -	\$ 52,338.00
700	Bid Services				
	Bidding (includes bidder questions, addenda, etc.)	19.00	\$ 25,076.00	\$ 21.84	\$ 25,097.84
	Pre-bid Meeting	3.38	\$ 4,320.00	\$ 21.84	\$ 4,341.84
GRAND TOTAL (ROUNDED)		504.26	\$ 753,204.10	\$ 2,273.46	\$ 755,477.00

Bentonville Pipeline Relocation Schedule



	Task Name	Duration	Start	Finish	Predecessors
1	☐ Detailed Design	508d	06/02/23	10/21/24	
2	Contract Approval	26d	06/02/23	06/27/23	
3	Preliminary Submittal to ARDOT	22d	07/05/23	07/26/23	2FS +7d
4	Kickoff Meeting	1d	08/07/23	08/07/23	3FS +11d
5	Survey	30d	08/08/23	09/06/23	4
6	Geotechnical Services	43d	08/08/23	09/19/23	4
7	30% Submittal	64d	09/06/23	11/08/23	5FS -1d
8	30% Client Review	8d	11/08/23	11/15/23	7FS -1d
9	60% Submittal	110d	11/16/23	03/04/24	8
10	60% Client Review	8d	03/04/24	03/11/24	9FS -1d
11	90% Submittal	64d	03/12/24	05/14/24	10
12	90% Client Review	8d	05/14/24	05/21/24	11FS -1d
13	100% Submittal	64d	05/24/24	07/26/24	12FS +2d
14	100% Client Review	8d	07/26/24	08/02/24	13FS -1d
15	Agency and ARDOT Review	78d	08/05/24	10/21/24	14FS +2d
16	Easement Preparation and Acquisition	142d	11/16/23	04/05/24	8
17	Bidding Services	46d	10/22/24	12/06/24	15
18	Construction	305d	02/04/25	12/05/25	17FS +59d



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

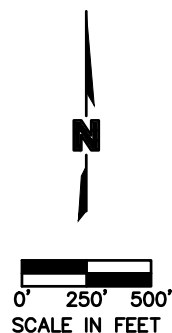
<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.52 /mile*
Suburban's and Pick-Ups	\$0.52/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

* Rates consistent with Arkansas Department of Transportation (ARDOT) reimbursement guidelines.

USER: mwaite

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DATE: May 31, 2023 10:48am
XREFS:

ALIGNMENT SHOWN IS PRELIMINARY
AND SUBJECT TO CHANGE DURING
DETAIL DESIGN



PROJECT NO: Z23-03244
DRAWN BY: MEW
DATE: 05/31/2023

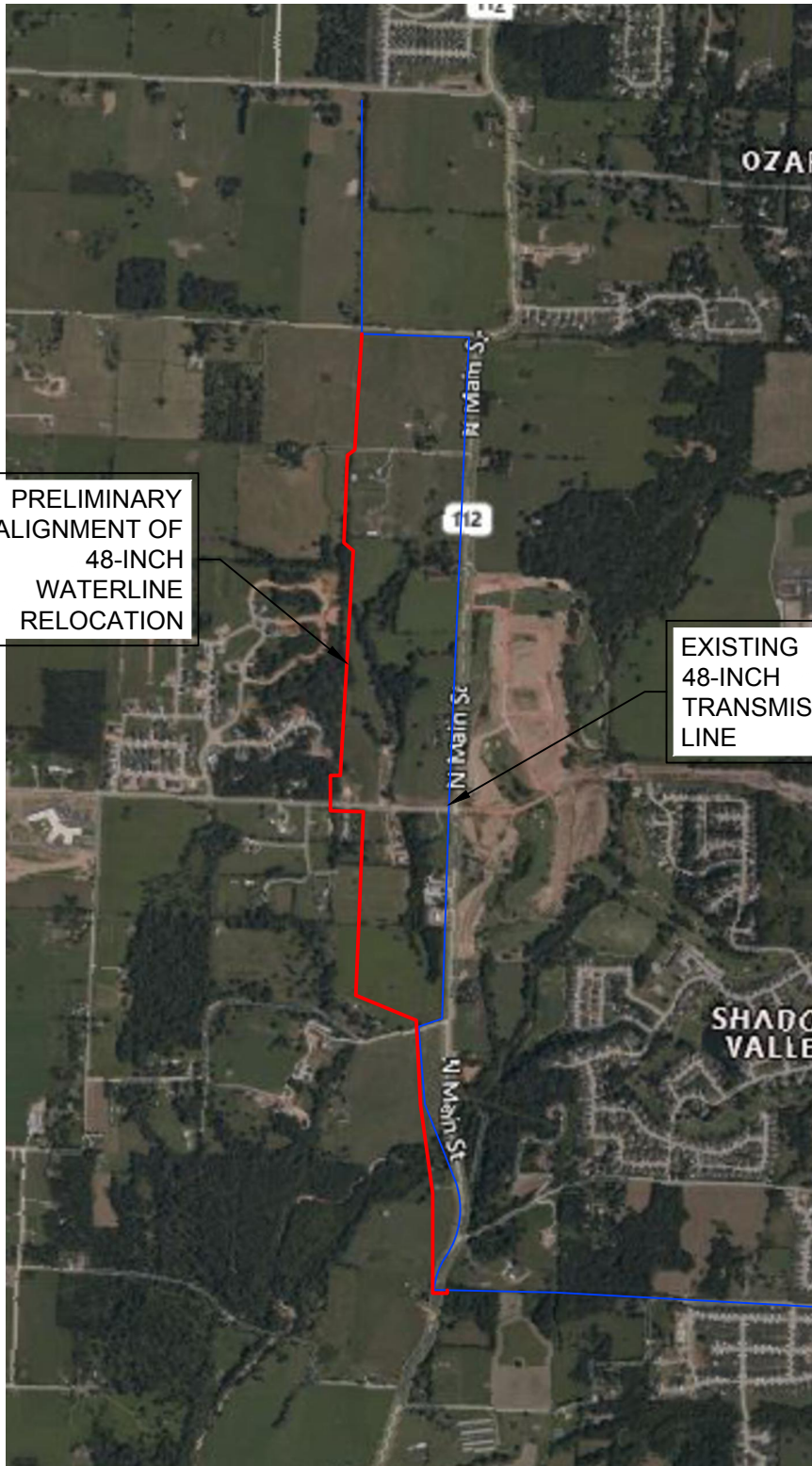
PRELIMINARY PIPELINE RELOCATION EXHIBIT

olsson

302 East Millsap Road
Fayetteville, AR 72703
TEL 479.443.3404

EXHIBIT

1



PRELIMINARY
ALIGNMENT OF
48-INCH
WATERLINE
RELOCATION

EXISTING
48-INCH
TRANSMISSION
LINE



0' 1000' 2000'
SCALE IN FEET

DWG: C:\Temp\AcPublish_8160\EXHIBIT.dwg
DATE: May 31, 2023 10:48am
XREFS:
USER: mwaite

ALIGNMENT SHOWN IS PRELIMINARY
AND SUBJECT TO CHANGE DURING
DETAIL DESIGN

PROJECT NO:	Z23-03244
DRAWN BY:	MEW
DATE:	05/31/2023

PRELIMINARY PIPELINE
RELOCATION EXHIBIT



302 East Millsap Road
Fayetteville, AR 72703
TEL 479.443.3404

EXHIBIT
2