Utility Committee
Meeting Agenda
April 15, 2025
11:30 AM
Bentonville City Hall

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: April 1, 2025

I. New Business

1. **Resolution Amending IFB-24-70 - IDIQ Water Service Line Replacement Agreement - Calcon Inc.** — **Resolution**

   Staff requests a Resolution amending the 2025 budget and authorizing the Mayor and City Clerk to amend the IDIQ contract for Calcon, Inc., increasing the amount by $500,000.00. A budget adjustment is needed.

2. **Resolution to Approve Hawkins-Weir Wastewater Treatment Capacity Feasibility Study Amendment 3** — **Resolution**

   Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to amend the Professional Services Agreement with Hawkin-Weir Engineers, Inc. for the increased amount of $2,637,000.00 for a total contract price of $9,144,000.00. This is Amendment 3. This request is to amend HWEI Project No. 2021037. A budget adjustment is needed.

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/22/2025	**Submitted By:**	Donald Schmidt
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities - Water
Email:	dschmidt@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 Amending IFB-24-70 - IDIQ Water Service Line Replacement Agreement - Calcon Inc.
Action Recommendation & Justification:	Staff requests a Resolution amending the 2025 budget and authorizing the Mayor and City Clerk to amend the IDIQ contract for Calcon, Inc., increasing the amount by $500,000.00. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This was not budgeted for 2025 but was identified as a need late 2024 due to the increased failure rate of water service lines exceeding our existing staff and current Water/Sewer IDIQ contractor's ability to meet demand. The original contract was approved by City Council on 11/12/2024 and previously amended on 1/14/2025. The contractor exceeds production expectations and is helping to reduce water loss with every service line that is replaced.
Amount for Approval:	**$** $500,000.00

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
503020-44450	Pub Works by Proj Maint	$ 500,000.00	$
		$	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

This contract amendment will be funded by Utility Fund Reserves.

CITY OF BENTONVILLE, ARKANSAS

Purchasing Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the "Amendment"), dated _____ is made by the City of Bentonville, Arkansas ("City") and Calcon, Inc. ("Contractor"), parties to the Invitation for Bid (IFB)-24-70 with Bentonville Water Department, for Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement, dated November 20, 2024 (the "Agreement").

1. The Original Agreement that was approved by City Council on November 12, 2024, in an amount not to exceed $500,000 per year for each contract awarded.
2. The First Contract Amendment was approved by City Council on January 14, 2025, in an amount not to exceed $1,000,000.00 per year for each contract awarded.

3. The Agreement is Amended as follows:

4. The estimated total of payments for the contract is estimated to be $1,500,000.00 per contract term.

5. This Amendment shall be effective immediately when fully executed.

6. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY:_____
Stephanie Orman, Mayor

DATE:_____

Company Name:_____

BY:_____

Name(printed):_____

DATE:_____

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/22/2025	**Submitted By:**	Chris Earl
Phone:	479-696-0273	**For Department(s):**	Water Resource Recovery Facility Wastewater
Email:	cearl@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 to Approve Hawkins-Weir Wastewater Treatment Capacity Feasibility Study Amendment 3
Action Recommendation & Justification:	Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to amend the Professional Services Agreement with Hawkin-Weir Engineers, Inc. for the increased amount of $2,637,000.00 for a total contract price of $9,144,000.00. This is Amendment 3. This request is to amend HWEI Project No. 2021037. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Amendment 3 defines additional engineering services associated with the initial 12 months of construction of the proposed Phase I Improvements to the Bentonville WRRF. Amendment 3 also defines additional services required to complete th edesign of th eproposed improvements and secure We will be funding this request from the Utility Fund Reserves.
Amount for Approval:	**$** 2,637,000.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

503030-47210	Plants and Building	$ 2,637,000	$
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
AMENDMENT NUMBER 3
To A
PROFESSIONAL SERVICES AGREEMENT
With
HAWKINS-WEIR ENGINEERS, INC.
VAN BUREN, ARKANSAS

In accordance with the PROFESSIONAL SERVICES AGREEMENT for the **Feasibility Study to Address Capacity/Growth for Wastewater Treatment, HWEI Project No. 2021037,** dated August 13, 2021, between the City of Bentonville, Arkansas (hereinafter called **Owner**) and Hawkins-Weir Engineers, Inc. (hereinafter called **Engineer**), Owner hereby authorizes Engineer to proceed with the following additional services:

ARTICLE II – SCOPE OF SERVICES

A. Amendment No. 3 defines additional professional engineering services associated with the initial 12 months of construction of the proposed Phase 1 Improvements to the Bentonville Water Resource Recovery Facility (WRRF). Amendment No. 3 also defines additional services required to complete the design of the proposed improvements and secure the necessary permits. Refer to the attached Amendment No. 3 APPENDIX A for a more detailed description of the scope of these additional services.

ARTICLE V – SCHEDULE OF FEES, SERVICES AND PAYMENT

B. Owner shall compensate Engineer for providing the services set forth herein in accordance with the terms of the Agreement. Total compensation shall be increased with this Amendment by **Two Million Six Hundred Thirty-Seven Thousand and 00/100 Dollars ($2,637,000.00)**. The total compensation from the original AGREEMENT and Amendment No. 1 and 2, plus Amendment No. 3 described herein shall not exceed **Nine Million One Hundred Forty-Four Thousand and 00/100 Dollars ($9,144,000.00)** without written approval of Owner. This Amendment also revises the billing methodology from a lump sum fee during the design phase to an hourly rate basis with not to exceed fee during the construction phase. The billing methodology for the additional services will remain as a lump sum since they represent a continuation of the design phase. Refer to Amendment No. 3 APPENDIX C for a Summary of these additional services and Phase 1 construction services.

ENGINEER:
HAWKINS-WEIR ENGINEERS, INC.

By: [redacted]
Brett D. Peters, P.E.
President & CEO

Date: 04/10/2025

OWNER:
CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman
Mayor

Date: _____

Engineer shall provide Basic Services as set forth below:

A. Task 4 – Additional Services

1. Secondary Access Road and Bridge Design
2. Alternative Temporary Access Road Design
3. Relocated Maintenance Building Design

B. Task 5 – Construction Phase Services – Phase 1[(1)]

1. Conduct Pre-Construction Conference with the Owner and Contractor, including field survey to re-establish control monumentation
2. Contract Administration, including additional WRRF capacity permitting and the NPDES permit renewal process
3. Provide observation during construction
4. Conduct up to 12 progress meetings
5. Review and respond to shop drawings submitted by the Contractor
6. Review and respond to Requests for Information submitted by the Contractor
7. Prepare field orders and change orders as directed by the Owner
8. Disadvantaged Business Enterprise (DBE) Requirements Compliance Monitoring
   a. Coordinate with the Contractor to obtain and submit required compliance documentation during preparation of the Contract Documents
   b. Coordinate with the Contractor to prepare and submit quarterly reports for Disadvantaged Business Enterprises in accordance with U.S. Environmental Protection Agency Requirements
9. Davis-Bacon Act Compliance Monitoring
   a. Coordinate with the Contractor to obtain weekly or bi-weekly payroll surveys and conduct interviews to verify accuracy of the surveys. Coordinate with the Contractor to address any issues
   b. Prepare and submit Davis-Bacon Act compliance statement with each monthly Payment Request
10. Clean Water Act State Revolving Loan Fund American Iron and Steel (AIS) Compliance Monitoring
    a. Maintain AIS records onsite for review by the Arkansas Natural Resources Commission (ANRC)
    b. Prepare and submit AIS compliance statement including submittal log and waiver documentation with each monthly Payment Request
11. Review the Contractor's constructed quantities and prepare monthly pay requests for the Owner's approval

(1) For the initial 12 months of a 49-month construction schedule as identified in Revision 5 of the GMP

Appendix B

Hawkins-Weir Engineers, Inc.
Hourly Rate Schedule: 2025

Description	Billing Rate/Hour
Engineer VII	$275
Engineer VI	$250
Engineer V	$225
Engineer IV	$200
Engineer III	$175
Engineer II	$150
Engineer I	$125
Environmental Specialist II	$130
Environmental Specialist I	$110
Designer II	$135
Designer I	$100
Civil Eng Assistant II	$90
Civil Eng. Assistant I	$80
CAD/BIM Modeler II	$135
CAD/BIM Modeler I	$100
CAD/GIS Technician III	$120
CAD/GIS Technician II	$95
CAD/GIS Technician I	$75
Construction Manager II	$140
Construction Manager I	$125
Construction Observer IV	$135
Construction Observer III	$115
Construction Observer II	$95
Construction Observer I	$85
Surveyor	$175
GPS Survey	$200
Survey Technician	$50
Business Manager	$100
Graphic Designer	$100
Document Processor	$75

Reimbursable Expenses	
Mileage	$0.77/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

Notes:

1. Hourly rates may be equitably adjusted
2. Adjustment to rate schedule will not change contract lump sum or NTE amounts
3. If a conflict exists, hourly rates & reimbursable expenses will be invoiced per terms of Agreement.

Amendment No. 3
Appendix C - Scope of Services and Fee Proposal - Phase 1
Bentonville WRRF Improvements
Bentonville, Arkansas
HWEI Project No. 2021037
February 6, 2025

A. Task 4 - Additional Services

Bentonville WRRF Improvements

Task	Engr	Engr	Engr	Engr	Con. Ob.	Surveyor	Modeler	Tech	Doc.	GPS	Total	Sub-Total	Subconsultant Services			Total
	VII	VI	V	IV	IV		II	III	Proc.	Survey	Hours	Cost	B&V	MAHG	GTS	Cost
Billing Rate (2025)	$275	$250	$225	$200	$135	$175	$135	$120	$75	$200						
1. Secondary Access Road and Bridge Design		160	64	24				160	8		416	$79,000			$8,400	$87,400
2. Alternative Temporary Access Road Design		20	40					80	8		148	$24,200				$24,200
3. Relocated Maintenance Building Design		80	56	120		8	120	120	40	20	564	$95,600	$99,400	$84,800	$3,400	$283,200
TOTAL HOURS =	0	260	160	144	0	8	120	360	56	20	1,128					
SUBTOTAL COST =	$0	$65,000	$36,000	$28,800	$0	$1,400	$16,200	$43,200	$4,200	$4,000	---------->	$198,800	$99,400	$84,800	$11,800	$394,800

Amendment No. 3
Appendix C - Scope of Services and Fee Proposal - Phase 1
Bentonville WRRF Improvements
Bentonville, Arkansas
HWEI Project No. 2021037
February 6, 2025

B. Task 5 - Construction Phase Services - Phase 1[1]

Bentonville WRRF Improvements

Task Billing Rate (2025)	Engr VII $275	Engr VI $250	Engr V $225	Engr IV $200	Con. Ob. IV $135	Surveyor $175	Modeler II $135	Tech III $120	Doc. Proc. $75	GPS Survey $200	Total Hours	Sub-Total Cost	Subconsultant Services B&V	Subconsultant Services MAHG	Subconsultant Services GTS	Total Cost
1. Conduct Pre-Construction Conference with the Owner and Contractor, including field survey to re-establish control monumentation	16	24	8	40	8	4			4	8	112	$23,880	$13,600	$1,400		$38,880
2. Contract Administration, including additional WRRF capacity permitting and the NPDES permit renewal process	120	80	120	48					40		408	$92,600	$59,900			$152,500
3. Provide observation during construction [2]	200	320	120	560	2,236						3,436	$575,860	$14,400	$1,800	$128,500	$720,560
4. Conduct up to 12 progress meetings	96	144	96	280					140		756	$150,500	$106,400	$5,000		$261,900
5. Review and respond to shop drawings submitted by the Contractor	640	360	200	440					240		1,880	$417,000	$151,500	$17,300		$585,800
6. Review and respond to Requests for Information submitted by the Contractor	120	80	40	80			60	20	52		452	$92,400	$37,900	$16,100		$146,400
7. Prepare field orders and change orders as directed by the Owner	40	40	16	40			20	20	40		216	$40,700	$59,800			$100,500
8. Disadvantaged Business Enterprise (DBE) Requirements Compliance Monitoring																
a. Coordinate with the Contractor to obtain and submit required compliance documentation during preparation of the Contract Documents		48		96					48		192	$34,800				$34,800
b. Coordinate with the Contractor to prepare and submit quarterly reports for Disadvantaged Business Enterprises in accordance with U.S. Environmental Protection Agency Requirements		24		32					16		72	$13,600				$13,600
9. Davis-Bacon Act Compliance Monitoring																
a. Coordinate with the Contractor to obtain weekly or bi-weekly payroll surveys and conduct interviews to verify accuracy of the surveys. Coordinate with the Contractor to address any issues.		56		192					96		344	$59,600				$59,600
b. Prepare and submit Davis-Bacon Act compliance statement with each monthly Payment Request		24		48					24		96	$17,400				$17,400
10. Clean Water Act State Revolving Loan Fund American Iron and Steel (AIS) Compliance Monitoring																
a. Maintain AIS records onsite for review by the Arkansas Natural Resources Commission (ANRC)		48		96					48		192	$34,800				$34,800
b. Prepare and submit AIS compliance statement including submittal log and waiver documentation with each monthly Payment Request		24		96					4		124	$25,500				$25,500
11. Review the Contractor's constructed quantities and prepare monthly pay requests for the Owner's approval	8	48		96	96				48		296	$49,960				$49,960
TOTAL HOURS =	1,240	1,320	600	2,144	2,340	4	80	40	800	8	8,576					
SUBTOTAL COST =	$341,000	$330,000	$135,000	$428,800	$315,900	$700	$10,800	$4,800	$60,000	$1,600	---------->	$1,628,600	$443,500	$41,600	$128,500	$2,242,200

[1]For the initial 12 months of a 49-month construction schedule as identified in Revision 5 of the GMP
[2]Construction Observer IV assumes 45 hours per week during construction.

Engineering Services Summary

Bentonville WRRF Improvements

A. Task 4 - Additional Services	$394,800
B. Task 5 - Construction Phase Services - Phase 1	$2,242,200
Total Engineering Fee	**$2,637,000**