



**Utility Committee
Meeting Agenda
July 1, 2025
11:30 AM
Bentonville City Hall**

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: June 17, 2025

I. New Business

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

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

2. **Resolution Approving an Agreement for Inflow and Infiltration Reduction with TREKK Design Group** **Resolution**

A Resolution authorizing the Mayor and City Clerk to enter in to an agreement with TREKK Design Group in the amount of \$120,164.00. The agreement is required for TREKK to develop and implement a private I/I program and select rehabilitation methods for defects on the public system identified through the sanitary sewer evaluation study (SSES). The standard procedure for Professional Service procurement was met. No budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

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 July 8, 2025 is made by the City of Bentonville, Arkansas (“City”) and Mo-Ark Utilities (“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 Second Contract Amendment was approved by City Council on April 8, 2025, in an amount not to exceed \$1,500,000.00 per year for each contract awarded.
4. The Agreement is Amended as follows:
5. The estimated total of payments for the contract is estimated to be \$2,000,000.00 per contract term.
6. This Amendment shall be effective immediately when fully executed.
7. 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

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Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
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Ordinance	Resolution		Informational

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: SOQ-25-38 II Reduction Program ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Trekk Design Group, LLC hereinafter referred to as "PROFESSIONAL CONSULTANT" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this _____ ("EFFECTIVE DATE").

RECITALS:

- A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and
- B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-801; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The PROFESSIONAL CONSULTANT wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and PROFESSIONAL CONSULTANT agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A, "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, PROFESSIONAL CONSULTANT agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

PROFESSIONAL CONSULTANT shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

- A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.
- B. PROFESSIONAL CONSULTANT shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- C. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT.
- D. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.
- E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.

- F. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.
- G. If the CITY fails to make any payment, not in dispute, due to PROFESSIONAL CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due to the PROFESSIONAL CONSULTANT will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, PROFESSIONAL CONSULTANT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until PROFESSIONAL CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

- A. PROFESSIONAL CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:
 - 1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL CONSULTANT's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
 - 2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL CONSULTANT, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
 - 3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL CONSULTANT's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
 - 4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
 - 1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
 - 2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
 - 3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.
- C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

- E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

- A. CITY will obtain and/or furnish right-of-access for PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.
- B. PROFESSIONAL CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.
- C. CITY recognizes that PROFESSIONAL CONSULTANT's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of PROFESSIONAL CONSULTANT, at no additional cost to the CITY. In the event that PROFESSIONAL CONSULTANT fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to PROFESSIONAL CONSULTANT.

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.
- D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.
- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates, agents and PROFESSIONAL CONSULTANTS for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an

assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANTS.

- F. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

- A. CITY agrees to inform PROFESSIONAL CONSULTANT of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which PROFESSIONAL CONSULTANT shall communicate to its employees. PROFESSIONAL CONSULTANT and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. Unless specifically provided in the SCOPE, PROFESSIONAL CONSULTANT shall not have any responsibility for overall job safety at the site. If in the PROFESSIONAL CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, PROFESSIONAL CONSULTANT may immediately suspend performance until such safety standards can be attained.
- C. PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of PROFESSIONAL CONSULTANT's performance of this AGREEMENT.

ARTICLE X - TERMINATION

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.
- C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

- A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

- A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.
- B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the PROFESSIONAL CONSULTANT, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with PROFESSIONAL CONSULTANT's actions. All services to be performed by the PROFESSIONAL CONSULTANT pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The PROFESSIONAL CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

- A. CITY and PROFESSIONAL CONSULTANT agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, PROFESSIONAL CONSULTANT will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for PROFESSIONAL CONSULTANT's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - OPINIONS OF PROBABLE COST

- A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and

qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.

- B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

PROFESSIONAL CONSULTANT shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the Benton County Circuit Court of Benton County, Arkansas.

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or PROFESSIONAL CONSULTANT's services.

ARTICLE XVIII - SEVERABILITY

- A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.
- B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XIX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

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The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** one hundred twenty thousand one hundred sixty-four dollars and zero cents (\$120,164.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

IN WITNESS THEREOF, the CITY and PROFESSIONAL CONSULTANT have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	
CITY	PROFESSIONAL CONSULTANT
BY	BY
MAYOR	
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

The general scope of this work includes public inflow and infiltration (I/I) rehabilitation project deliverables and private inflow and infiltration (I/I) professional services. As part of the public I/I portion, TREKK will work with the City of Bentonville Water Utility engineers and staff to select rehabilitation methods for mainlines and manhole defects identified through completed Phase I and Phase II sanitary sewer evaluation studies (SSES). TREKK shall provide detailed information for mainline and manhole defects to be rehabilitated through rehabilitation plans and specifications. As part of the private I/I portion, TREKK will work with the City of Bentonville Water Utilities engineers and staff to provide informational communication materials, complete a review of existing ordinances, codes, and permitting requirements, notify property owners of defects identified through Phase I and Phase II SSES, complete a cost effective analysis of private I/I efforts and recommendations for future basin work.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the PROFESSIONAL CONSULTANT by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the PROFESSIONAL CONSULTANT in accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the PROFESSIONAL CONSULTANT.

SERVICES BY THE PROFESSIONAL CONSULTANT

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:
Construction Support Services, Project Management Services, Public Rehabilitation plans and assessments, Project Tracking and Project Closeout.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Coordinate and Furnish approvals and permits from all Regulatory Agencies having jurisdiction over the PROJECT.
- Provide all services relevant to City of Bentonville Plan Review procedures.
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Subcontracting of services by the PROFESSIONAL CONSULTANT shall have prior approval of the CITY.



SCOPE OF SERVICES FOR
I/I Reduction Program – Phase I
BENTONVILLE, ARKANSAS

The general scope of this work includes public inflow and infiltration (I/I) rehabilitation project deliverables and private inflow and infiltration (I/I) professional services. As part of the public I/I portion, TREKK will work with the City of Bentonville Water Utility engineers and staff to select rehabilitation methods for mainlines and manhole defects identified through completed Phase I and Phase II sanitary sewer evaluation studies (SSES). TREKK shall provide detailed information for mainline and manhole defects to be rehabilitated through rehabilitation plans and specifications. As part of the private I/I portion, TREKK will work with the City of Bentonville Water Utilities engineers and staff to provide informational communication materials, complete a review of existing ordinances, codes, and permitting requirements, notify property owners of defects identified through Phase I and Phase II SSES, complete a cost effective analysis of private I/I efforts and recommendations for future basin work.

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION:

1. **Project Management and Administration** - The Consultants in-house project management, administration, budget tracking, and monthly billing (based on 12 months).

Deliverables:

- Monthly Invoices and Project Status Reports

2. **Project Kick-Off Meeting** - The Consultant will meet with City staff during an initial project kick-off meeting. The purpose of the initial kick-off meeting will be to discuss the project goals and objectives, review expectations, coordinate services, review schedule, and confirm deliverables.

Deliverables:

- Meeting Agendas, Meeting Materials, and Meeting Minutes

3. **Project Progress Meetings and Progress Updates** - The Consultant shall attend up to six (6) - one (1) hour progress meetings during the Project to discuss complete work and necessary coordination efforts. The project manager and appropriate team leaders involved with current work activities shall attend on behalf of the Consultant. The Consultant shall prepare an agenda for each meeting and a summary following the meeting. The Consultant shall provide progress updates to BWU on a weekly basis.

Deliverables:

- Meeting Agendas, Meeting Materials, Meeting Minutes, and Progress Updates

TASK 2 – PUBLIC REHABILITATION:

Consultant shall utilize previously recommended rehabilitation efforts to develop rehabilitation plans including plan view maps identifying manholes and mainlines with detailed tables including specific rehabilitation types and methods of each manhole and mainline. Consultant shall attend up to one (1) meeting with BWU to discuss manhole rehabilitation methods, select approve methods to be included in rehabilitation plan, and review cost estimates and deliverables for recommended rehabilitation efforts.

1. **Manhole Rehabilitation Assessment** – Consultant shall coordinate with BWU to review and assess use, effectiveness, warranties, useful life, and cost of manhole rehabilitation methods that are suitable for manhole defects identified.

Deliverables:

- Summary of Manhole Rehabilitation Options Assessed

2. **Rehabilitation Plans** – Consultant shall develop rehabilitations plan view maps based on Priority 1 and Priority 2 defects identified through Phase I and Phase II sanitary sewer evaluation studies. Detailed tables with specific rehabilitation methods and quantities of each manhole and mainline will be provided. Consultant shall develop cost estimate tables for recommended rehabilitation efforts on both manholes and mainlines.

Deliverables:

- Mainline Pipe Rehabilitation Project Plans (Up to 2 Projects)
- Manhole Rehabilitation Project Plans (Up to 2 Projects)

3. **Rehabilitation Specifications** – Consultant shall review BWU's current sewer main and manhole rehabilitation specifications. Consultant shall prepare project specific specifications for one sewer mainline rehabilitation project and one manhole rehabilitation project. Front end bid documents provided by BWU shall be utilized for project bidding. Consultant shall provide BWU with project scopes and bid schedules to be included in both mainline rehabilitation and manhole rehabilitation front end bid documents.

Deliverables:

- Mainline Pipe Rehabilitation Project Specifications (Up to 2 Projects)
- Manhole Rehabilitation Project Specifications (Up to 2 Projects)

4. **Project Bidding for Construction** – Consultant shall attend up to four (4) pre-bid meeting, assist BWU in answering bidder questions, assist BWU in delivering up to four (4) addendum, and review bids with BWU prior to contract award.

5. **Construction Administration** – Consultant shall attend up to four (4) pre-construction meetings. Consultant shall review and approve or take appropriate action with respect to shop drawings and other contractor submittals including evaluating and determining the acceptability or substitute of "or equal" materials. The Consultant shall work with BWU in response to requests for information.

6. **Pay Application Review** – Consultant shall coordinate with BWU on an as needed basis during pay application review.

7. **Post Rehabilitation Review** – Consultant shall perform post rehabilitation visual inspections as requested by BWU to confirm that work has been completed and to note any defects.
8. **Final Acceptance** – Consultant shall coordinate with BWU for final acceptance and final payment once all rehabilitation work has been completed and reviewed. Following final acceptance, the Consultant will coordinate with BWU to confirm all rehabilitation information has been integrated into GIS.

TASK 3 – PRIVATE REHABILITATION:

Consultant shall assist BWU through their implementation of private I/I reduction, with the goal of remediating private I/I defects identified through Phase I and Phase II SSES and removing illicit stormwater connections on private property.

1. **Comprehensive Review of Existing Ordinances, Codes, and Permitting Requirements** – Consultant will review existing City ordinances, codes, and permitting requirements. Consultant shall provide recommendations on adjustments that may be warranted.

Deliverables:

- Summary of Comprehensive Review and Recommendations
2. **Informational Management and Communications** – Consultant shall coordinate with BWU leadership and information staff to develop property owner outreach notification letters, communication materials (including post cards and brochures), and website materials.

Deliverables:

- Notification Letter Verbiage to Property Owners
 - Notification Post Card to Property Owners
 - Informational Brochure on Private I/I Defects
 - Informational Social Media Post Material
 - One Page of Website Material including Information and Graphics on Private I/I Defects, Rehabilitation Benefits, and Community Goals
3. **Property Owner Notifications** – Consultant shall provide and mail notification letters on BWU letterhead to property owners for private defects identified through previously completed Phase I and Phase II SSES (Up to 200 properties).

Notification letters will be mailed through a three-attempt approach (estimated with 45-day and 90-day follow ups) including property outreach notification materials developed in Task 3.4.

Deliverables:

- Mailed Notification Letters (or Post Cards) to Property Owners (Up to Three (3) Attempts)
- Property Owner Notification Tacking in GIS Dashboard

4. **Property Owner Coordination** – Consultant shall provide coordination with property owners through email and/or phone calls following property owner notifications. Consultant shall coordinate with BWU staff if there are calls or emails received that require BWU attention.

Deliverables:

- Property Owner Coordination Tracking in GIS Dashboard

TASK 4 – PROJECT TRACKING:

1. **Rehabilitation Tracking in GIS Dashboard** – Consultant shall coordinate with BWU to develop a GIS dashboard to view and track public rehabilitation project progress and private property owner notifications and rehabilitation. The GIS dashboard created will be utilized to create monthly summary reports. Consultant shall update dashboard as property owner notifications are mailed and if property owners reach out through phone or email. Consultant shall coordinate with BWU staff to answer questions that may arise as BWU tracks public project progress and private property rehabilitation

Deliverables:

- GIS Rehabilitation Tracking Dashboard

End of Scope

APPENDIX C FEE AND SCHEDULE

TASK DESCRIPTION	Labor														Direct Expenses		Labor Total Fee	Units Total Fee	Direct Expenses Total Fee	Grand Total
	Project Principal	Project Manager	Senior Professional Engineer	Project Engineer II	Senior Industry Specialist	Industry Specialist I	Office Technician III	Senior GIS Analyst	GIS Analyst I	GIS Analyst II	Senior Marketing Specialist	Marketing Specialist I	PMO Specialist II	Labor Hr Sub-Total	Mileage	Notification Letters				
	Billing Rate	\$308.00	\$168.00	\$247.00	\$152.00	\$268.00	\$205.00	\$89.00	\$156.00	\$137.00	\$107.00	\$226.00	\$163.00	\$121.00	\$0.70	\$1.25				
1 Project Management and Administration	4	56	8	0	2	8	0	0	0	0	0	0	14	92	70	0				\$ 16,535.00
1.1 Project Management and Administration (Based on 12 Month Period)	4	32											14	50			\$ 8,302.00	\$ -	\$ -	\$ 8,302.00
1.2 Project Kick-Off Meeting (Up to 1)		4	2		2	2								10	10		\$ 2,112.00	\$ -	\$ 7.00	\$ 2,119.00
1.3 Project Progress Meetings (Up to 6) and Progress Updates		20	6			6								32	60		\$ 6,072.00	\$ -	\$ 42.00	\$ 6,114.00
2 Public Rehabilitation	2	66	50	168	0	2	0	2	8	20	0	0	0	318	90	0				\$ 53,611.00
2.1 Manhole Rehabilitation Assessment		2	4	8		2								16	10		\$ 2,950.00	\$ -	\$ 7.00	\$ 2,957.00
2.2 Rehabilitation Plans	2	8	16	24				2	8	20				80			\$ 13,108.00	\$ -	\$ -	\$ 13,108.00
2.3 Rehabilitation Specifications		8	12	28										48			\$ 8,564.00	\$ -	\$ -	\$ 8,564.00
2.4 Project Bidding for Construction		12	2	12										26	40		\$ 4,334.00	\$ -	\$ 28.00	\$ 4,362.00
2.5 Construction Administration		16		28										44	40		\$ 6,944.00	\$ -	\$ 28.00	\$ 6,972.00
2.6 Pay Application Review		12		24										36			\$ 5,664.00	\$ -	\$ -	\$ 5,664.00
2.7 Post Rehabilitation Review		4	16	40										60			\$ 10,704.00	\$ -	\$ -	\$ 10,704.00
2.8 Final Acceptance		4		4										8			\$ 1,280.00	\$ -	\$ -	\$ 1,280.00
3 Private Rehabilitation	2	18	0	0	10	16	84	0	0	0	20	20	0	170	0	600				\$ 25,606.00
3.1 Comprehensive Review of Existing Ordinances, Codes, and Permitting Requirements		2			4	8								14			\$ 3,048.00	\$ -	\$ -	\$ 3,048.00
3.2 Informational Management and Communications		8			4						20	20		52			\$ 10,196.00	\$ -	\$ -	\$ 10,196.00
3.3 Property Owner Notifications	2	8			2	8	84							104		600	\$ 11,612.00	\$ -	\$ 750.00	\$ 12,362.00
3.4 Property Owner Coordination		2			8	60								70		600	\$ 14,780.00	\$ -	\$ 750.00	\$ 15,530.00
4 Project Tracking	0	6	0	20	0	0	6	10	20	0	0	0	0	62	0	0				\$ 8,882.00
4.1 Rehabilitation Tracking in GIS Dashboard		6		20			6	10	20					62			\$ 8,882.00	\$ -	\$ -	\$ 8,882.00
TOTAL HOURS BILLING RATE	8	148	58	188	20	86	90	12	28	20	20	20	14	712	160	1200				\$ 120,164.00
TOTAL LABOR COST	\$2,464.00	\$24,864.00	\$14,326.00	\$28,576.00	\$5,360.00	\$17,630.00	\$8,010.00	\$1,872.00	\$3,836.00	\$2,140.00	\$4,520.00	\$3,260.00	\$1,694.00	\$118,552.00	\$112.00	\$1,500.00				