



**Bentonville Utility Board
Meeting Agenda
February 3, 2026
11:30 AM
Bentonville City Hall**

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: January 20, 2026

I. New Business

1. **Resolution Authorizing South Basin Lift Station, Phase I Gravity Engineering Services Agreement** **Resolution**

This resolution authorizes the Mayor and the City to enter into an agreement with Black & Veatch for engineering services in the amount of \$2,710,773.00 for the South Lift Station, Phase I project. The services requested are in response to the Sewer Collection Analysis recommending 1-MG equalization basin and upsizing 8,100 linear feet of existing 12-inch pipe to 18 and 24-inch pipe to address current and peak flow conditions. The project is funded by the Wastewater Development Fee. No budget adjustment is needed.

2. **Resolution Authorizing Agreement - Shewmaker PH. 1 Amendment #2 Tree Clearing & Construction** **Resolution**

Staff request that the mayor & city clerk enter into an agreement with Garver, for Amendment # 2 , in the amount of \$72,932.00, for engineering services & construction administration services for the Tree Clearing portion of the Shewmaker Basin Phase 1 Interceptor Improvements project. The original contract is valued at \$954,690.00, this increases the total contract amount to \$1,027,622.00. The project is funded by the Wastewater Development Fee. 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)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

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

Amount for Approval:	\$
-----------------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: SOQ-25-59 South Basin Capacity Improvement Phase 1 ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Black and Veatch Corporation., 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. § 19-65-101; 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 forty-five (45) 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 45th 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 forty-five (45) days.

ARTICLE VI - INSURANCE

- A. PROFESSIONAL CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:
 - 1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL CONSULTANT's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
 - 2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL CONSULTANT, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
 - 3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL CONSULTANT's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
 - 4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and in the aggregate.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
 - 1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
 - 2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
 - 3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.
- C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein. Material Change shall mean a change to the insurance required hereunder which would result in such insurance no longer meeting the requirements of this Article VI.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing

the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

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

ARTICLE VII - RIGHT OF ACCESS

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

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details or other proprietary property that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT. Any re-use of the PROJECT DOCUMENTS for any other project or purpose (other than the PROJECT) shall be at CITY's sole risk and without liability to PROFESSIONAL CONSULTANT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.
- D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates, agents and PROFESSIONAL CONSULTANTS for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANTS.
- F. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

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

ARTICLE X - TERMINATION

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

- D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

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

ARTICLE XII - CONTINGENCY CLAUSE

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

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIV - DISPUTE RESOLUTION

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

ARTICLE XV - OPINIONS OF PROBABLE COST

- A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.
- B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

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

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

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

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

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

ARTICLE XIX – ENTIRE AGREEMENT

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

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed \$2,710,773.00** (two million seven hundred ten thousand, seven hundred and seventy-three dollars and zero cents), 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.

<hr/> CITY OF BENTONVILLE <hr/> CITY	<hr/> PROFESSIONAL CONSULTANT
<hr/> BY	<hr/> BY
<hr/> MAYOR <hr/> TITLE	<hr/> TITLE
<hr/> DATE SIGNED	<hr/> DATE SIGNED

APPENDIX A PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

Wastewater collection system improvement project within the western branch (sub-basins SLS1 and SLS3) of Bentonville's South Lift Station sewer basin for Bentonville Water Utilities Department. The goal of the project is to eliminate surcharge conditions in the South Lift Station and gravity interceptor main and provide capacity for future growth in the area.

(This Section Intentionally Left Blank)

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

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

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

SERVICES BY THE PROFESSIONAL CONSULTANT

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:
Topographical surveys, Right-of-Way Surveys, Utility Surveys and Coordination, Traffic Study, Geotechnical Investigations, Environmental Surveys, Permitting, Major Drainage Study, Conceptual Design Phase (30%), Preliminary Design Phase (60%), Final Design Phase (90%), Public Meetings, Bidding Services, Construction Support Services, Project Management Services, 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.
- Coordinate and facilitate meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- Subcontracting of services by the PROFESSIONAL CONSULTANT shall have prior approval of the CITY.

South Basin, Phase I

PART 1 - Attachment A – Scope of Services

1.1 Project Description

A. Project Description

1. The Scope of Services described in this attachment is to be performed for the South Basin, Phase I project. The project generally includes:
 - a. Review the recommendations from the Sewer Collection Analysis and Peak Flow Management Program – Part II report dated March 13, 2025 for the South Basin, and associated collection system. Provide updated recommendations for lift station, equalization and collection system improvements and phasing of the proposed improvements.
 - b. Perform collection system model analyses for design conditions to identify necessary facility and wastewater system improvements for identified future conditions.
 - c. Develop a technical memorandum detailing the alternatives evaluated and recommendations.
 - d. Preliminary design (Basis of Design Report/30% drawings), detailed design (60%, 90%, Bid documents), bidding services, land acquisition services, survey and geotechnical services for the following base assumptions:
 - 1) IMG Equalization Basin as identified in the Sewer Collection Analysis and Peak Flow Management Program – Part II report dated March 13, 2025.
 - 2) SL-25.1 upsizing 8,100 linear ft of 12-inch pipe to 18/24 inch pipe as identified in the Sewer Collection Analysis and Peak Flow Management Program – Part II report dated March 13, 2025.

B. Scope of Services Description

1. The engineering services include a review of work completed to date, conceptual design reports and model evaluations, preliminary design report, detailed design, and bidding services. These services are further defined in specific phases of the work that follow.

C. Start of Services

1. Work under Phase 1 will start on execution of this Agreement, and work under any other particular phase will not proceed until OWNER has authorized the ENGINEER in writing to proceed.

1.2 Task 100. Project Administration

- A. Provide administration and management of project. Prepare project management documents including budget, schedule, drafting standards manual, and quality assurance and quality control plan. Review ongoing activities. Monitor schedule and budget.

South Basin, Phase I

Review progress with OWNER monthly. Promptly notify the OWNER in writing of any issues that may affect schedule, budget, or project scope.

B. Project Meetings

1. ENGINEER to provide agenda at least two (2) business days prior to all meetings. Meeting minutes shall be provided no later than five (5) business days post meetings.
2. One (1) project kickoff meeting with the design team and OWNER representatives. For budget purposes, one (1), 2-hr in-person meeting held at the OWNER’s office is included.
3. Progress Review. Participate in informal virtual meetings with the OWNER to review status, identify issues, progress and exchange ideas and information. Meetings shall include a review of schedule budget status, progress of deliverables, and completed or outstanding action items. One (1) virtual meeting per month is included. Meetings may be combined with other meetings or workshops where appropriate.
4. Conceptual Design Review Workshops listed below in Tasks 300 and 400.
5. Preliminary and Detailed Design Review Workshops listed below and in Tasks 500 and 600.
6. Meetings for the entire project are listed below and discussed in more detail under later tasks.

Meeting	Duration	Location	Frequency
Project Kickoff (Task 100)	2-hours	OWNER’s Facilities	Once (1)
Progress Review Meetings (Task 100)	1-hour	Virtual	Monthly*
Land Acquisition Review (Task 200)	1-hour	OWNER’s Facilities	Once (1)
Rainfall, Meter, Pump Data Review meeting (Task 300)	1-hour	Virtual	Once (1)
SCS Model Safety Review Meeting (Task 300)	1-hour	Virtual	Once (1)
Alternative Review Meeting (Task 300)	1-hour	OWNER’s Facilities	Once (1)
South Lift Station Improvements TM Review	1-hours	Virtual	Once (1)

South Basin, Phase I

Meeting (Task 400)			
Roll-Plot alignment Review Meeting (Task 500)	2-hour	OWNER's Facilities	Once (1)
BDR/30% Review Meeting (Task 600)	2-hours	OWNER's Facilities	Once (1)
60% Review Meeting (Task 600)	2-hours	OWNER's Facilities	Once (1)
90% Review Meeting (Task 600)	2-hours	OWNER's Facilities	Once (1)
Pre-Bid Conference (Task 700)	1-hour	OWNER's Facilities	Once (1)
Bid Opening (Task 700)	1-hour	OWNER's Facilities	Once (1)

*May be combined with other monthly meetings.

C. Potential Scope Adjustment

- In the event there is consideration to change the scope of the project, the ENGINEER will develop and present a potential scope adjustment to the OWNER. This document will itemize the potential change(s) in scope, detail the anticipated cost impact on both the ENGINEER's work as well as for the project construction, and indicate any anticipated changes in the initial project schedule. OWNER will provide direction to ENGINEER on the implementation of any potential scope adjustments and both parties will endeavor to negotiate the scope adjustments to the design phase authorization to address any approved potential scope adjustments in accordance with the OWNER's Policies and Procedures.

D. Schedule

- The project is generally anticipated to be fully constructed within 31 months from notice to proceed as identified in the Sewer Collection Analysis and Peak Flow Management Program – Part II report dated March 13, 2025. Duration from notice to proceed through bid phase services as noted within this scope of work is anticipated to be 15-18 months from notice to proceed. The schedule may require adjustment due to items outside of direct control, including property access and land acquisition. See attached detailed schedule for baseline assumptions, review periods, and interdependencies of various tasks.
- It is hereby acknowledged by all parties that a timely approach is required for this project. As such, opportunities to accelerate the schedule will be explored and discussed during each meeting.

South Basin, Phase I

1.3 Task 200. Site Investigation and Subconsultants

A. Evaluate Existing Facilities

1. Review existing reports and other information from OWNER's files.

B. Land Acquisition

1. Land Acquisition Services shall be compliant with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and will include implementation of the related regulations (49 CFR Part 24).
2. Assist OWNER, through a subcontract, in obtaining permanent and temporary easements for the project in accordance with OWNER's standard practices.
3. Meeting with OWNER to discuss land acquisition policies and history. For budgeting purposes, one (1), 1 hr in-person meeting held at the OWNER's office is included.
4. Property research for up to one (1) parcels associated with the equalization basin and twenty-seven (27) associated with SL-25.1. Deed and record map searches of the project site to identify site boundaries and easements will be provided to surveyor for incorporation into drawings. Property evaluations associated with collection system improvements will be needed and can be added via addendum.
5. Preparation of easement exhibits by a licensed surveyor. Prepare exhibit drawings with temporary easement, permanent easement, and land parcel legal descriptions and dimensions for each easement and land parcel that is to be acquired by the OWNER. Each legal description and exhibit shall include the area in square feet and acres. City of Bentonville shall provide all standard agreements and conveyance documents necessary for use in the acquisition of the property. Appraisals and Appraisal Reviews will be completed and used as the basis of the just compensation. For the purposes of scoping it is assumed that linear easements will be temporary construction easements only and land will need to be acquired for the equalization basin.
6. Tracking of all needed easements, preparation and attendance at project meetings, initial offers, non-compensation related negotiations with property OWNER's, appraisals as needed, and completing all required documents.
7. Compensation related to negotiations will be by the OWNER and is not included.
8. Negotiation services
 - a. Offer preparation and securing documents (offer letter, summary statement, easement documents, landowner's bill of rights/property rights brochure, accounting forms to process payments, mortgage information forms, obtain permission to discuss with mortgage companies, forms for release/consent to easement)
 - b. Meetings with landowners (offer presentation, negotiations, securing documents).

South Basin, Phase I

- c. Negotiations will include referencing plans or plats, explaining right of way and construction plans, project schedule and other project details. Explaining the details related to the appraisal and appraisal review and how the offer was developed as well as answering other necessary valuation questions.
 - d. All counteroffers will be provided to City of Bentonville for review and consideration, and no settlement or plan changes will be provided or agreed upon with the landowner without express permission by City of Bentonville.
 - e. Coordinate with OWNER for payment to landowners (deliver checks or mail certified checks).
9. Any needed closings or filings of legal documents will be by the OWNER and is not included.
 10. Support for properties requiring condemnation may be provided via future amendment, if required.
 11. Land acquisition professional will participate in design team meetings with OWNER to allow for coordination for impacts on property acquisition.

C. Geotechnical Services.

1. Provide, through a subcontract, geotechnical engineering services based on preliminary drawings and designs including exploratory work, laboratory and field testing, and professional interpretations of exploratory and test data.
2. The services will include:
 - a. Initial geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils and rock samples, and other field and laboratory tests and analyses that are required to provide design information.
 - 1) Laboratory testing will include field soil resistivity testing for assessment of potential for corrosion.
 - 2) For the purposes of budgeting, three (3) bores at 40 feet deep (or until auger refusal) are anticipated for SL-25.1 and two (2) bores at 50 feet deep (or until auger refusal) are anticipated for the equalization basin.
 - b. An initial geotechnical report by a qualified geologist or geotechnical firm interpreting the data collected from the exploratory work and testing and making assessments of the site conditions that can be anticipated from this initial exploratory work.
 - 1) Transmit one electronic copy (PDF) of the initial geotechnical report.
 - c. After final design has proceeded to the point where it can be accomplished, provide, through a subcontract, a final geotechnical report evaluating the initial geotechnical investigation, field and laboratory test results, and the initial geotechnical report.

South Basin, Phase I

- 1) The final evaluation shall be based on the actual design, including sizes, locations, and loadings of structures; types, and extent of excavations; and shall consider both design parameters and constructability.
- 2) If, in the opinion of the reviewing professional or ENGINEER, additional geotechnical data are required for the preparation of the final report, these data shall be provided under an amendment to the Agreement and the subcontract.
- 3) The final report shall indicate the anticipated performance of the subsurface material to be encountered on the project both during and after construction, under the loading conditions, use, and types of excavations anticipated.
- 4) Transmit one electronic copy (PDF) of the final geotechnical report.

D. Surveying Services.

1. Topographic Survey

- 1) Perform, through a subcontract, topographic survey of the project site.
 - 2) Establish benchmarks based on USGS datum.
 - 3) Structures and buildings will be surveyed for finish floor, top of wall, and bottom of basins or basements where possible. Interior floor and process basin elevations will be determined.
 - 4) Interior piping 12" and larger will be surveyed at wall penetrations and key directional changes. Smaller piping, conduits, ductwork, and other similar components will not be surveyed.
 - 5) For budgeting purposes, survey is assumed to be 8,100 linear feet, 50 feet wide for SL-25.1 and 30,000 square feet for the flow equalization basin.
2. Subsurface Utility Engineering (SUE). May be provided via future amendment, if required.

E. Environmental Assessment.

1. A desktop environmental assessment will be conducted and included in the Basis of Design Report for documentation.
2. ENGINEER anticipates only informal coordination with environmental permitting agencies and does not anticipate finding or avoiding endangered species. Budget does not include any work associated with design effort for impacts to identified species.
3. ENGINEER does not anticipate finding or coordinating design for wetlands on or adjacent to the project sites.

South Basin, Phase I

4. A full environmental assessment or CATEX documentation may be added by amendment if desktop evaluation determines it is necessary or funding source requires it.

1.4 Task 300. Wastewater System Model

- A. Under this task series the ENGINEER will evaluate the existing wastewater system computer model and develop design scenarios to be used in system evaluation. Tasks to be performed under this task series include the items noted in this section.
- B. Obtain, verify and review existing rainfall, meter and pump data meter and pump data flow records to coordinate future flow allocations within the model. Conduct a virtual 1-hour conference call with the OWNER to review the results and receive OWNER comments.
 1. Rainfall data will be compared to available USGS or NOAA gauge records to confirm if specific events from the local gauged rainfall are appropriate for use in Task 1.4.C or if other considerations should be made.
 2. Flow meter data will be verified using the industry standard scattergraph approach to determine if metered peak flows are underreported due to hydraulic restrictions or overreported due to limitations in velocity readings. Based on the review, specific events may not be carried forward for Task 1.4.C or an additional factor of safety may be added to metered peak flows.
 3. Pump station meter and flow records will be verified via comparison against the verified meter data to identify periods of missing pump station data or periods where pumps were out of service.
- C. Review 5-year SCS model results including recent rain events, SSO reports to confirm adequacy of safety considerations for design and design storm event to be used in alternative analysis. Conduct a virtual 1-hour conference call with the OWNER to review the results and receive OWNER comments.
- D. Review model for potential sites for storage, pump design requirements, corridors for parallel sewers or increases in sewer sizes, and growth and development plans to confirm future connection locations. Evaluate the following alternatives:
 1. Up to four (4) alternatives for full buildout of the system (equalization, collection system improvements, alternative pumping, and south lift station capacity improvements) including conceptual cost evaluations (Class 5) for alternative comparison.
- E. Conduct a workshop with OWNER to review alternatives. For budgeting purposes, one (1), 1 hr in-person meeting held at the OWNER's office is included.
- F. Incorporate OWNER comments and recommendations into overall conceptual technical memorandum.
- G. Provide updated ICM model with selected alternative to OWNER.

South Basin, Phase I

1.5 Task 400. Conceptual Alternative Evaluation

- A. Under this task series a conceptual technical memorandum will be developed based on model evaluations providing recommended alternatives for the basis of design. The recommendations will include budget costs, be staged and prioritized, and will identify improvements for additional capacity or reliability. The recommended improvements plan will be developed and will include the following:
- B. Prepare recommendations for pumping, storage, and collection system improvements. The plan will be staged to show priorities and an implementation schedule for all improvements.
- C. Review aerial, topographic, property, and utility maps within proposed collection system improvement corridors. Conceptual alignments will be developed based on the model results and the corridor evaluation. Detailed alignment study will be provided via future amendment.
- D. If required, prepare budgetary opinions of probable cost for all recommended improvements for planning purposes (Class 5) if updated project information is needed beyond the costs already identified in the existing the Sewer Collection Analysis and Peak Flow Management Program – Part II report dated March 13, 2025.
- E. Develop *South Lift Station Improvements TM* summarizing the recommendations. The TM will include colored exhibits (maps) showing suggested locations for recommended system improvements.
- F. Meet with the OWNER for a workshop to review the TM and receive comments. For budgeting purposes, one (1), 1 hr virtual meeting held at the OWNER's office is included.
- G. Incorporate OWNER comments into a final report.

1.6 Task 500 – Alignment Study.

- A. Review alignment for SL 25.1 as identified in the Sewer Collection Analysis and Peak Flow Management Program – Part II report dated March 13, 2025. Provide a roll-plot review of proposed alignment, recommendations for replacement and potential alternatives for discussion per report.
 - 1. Review available urban planning reports; road, railroad, and utility planning reports; topographic maps; aerial photographs; GPS system information; geologic and geotechnical information; property maps; and utility maps within the corridor. Planning reports are to be provided by the OWNER.
 - 2. Conduct a surface reconnaissance field trip to review the potential alignment alternatives within the corridor to determine if there are additional alternatives not apparent from the available records.
- B. Review recommended alignment with and get feedback from OWNER in a roll plot workshop meeting. The alignment will be delivered electronically (PDF) as a roll plot

South Basin, Phase I

drawing. For budgeting purposes, one (1), 2 hr in-person meeting held at the OWNER's office is included.

1. The following outcomes of the roll plot workshop are anticipated:
 - a. Determine final alignment route that is compatible with hydraulic model and budgetary constraints.
 - b. Identification of needed permanent and temporary easements for the new Sanitary sewer improvements.
 - c. Identification of connection of the existing sewer collection system with the new sewer Sanitary Sewer.
 - C. Evaluate recommended alignment using the wastewater system model.
 - D. Field investigations such as survey, geotechnical, SUE, and environmental assessment of the selected route will be performed after the alignment study is completed and agreed upon by OWNER. Should the route be changed after the field investigations are completed, Supplemental Services would be required to provide field investigations of the changed alignment.
- 1.7 Task 600 – Detailed Design.
- A. The construction contract documents shall be prepared for selection of private construction contractors on a competitive bid basis.
 - B. As part of the Basic Design Services, the ENGINEER shall produce interim documents for the purpose of review by OWNER's staff and ENGINEER's quality control. The interim documents shall serve as milestones wherein certain features shall be fixed after a period of OWNER review. The purpose of the interim documents and fixing certain features shall be to communicate the design progress and avoid later revisions that would impact design efficiency and Project cost and schedule. Changes made after fixing features will be considered Supplemental Services. Anticipated deliverables include basis of design report/30% drawings, 60% documents, 90% documents and bid documents for construction purposes.
 - C. As part of the Design Services, ENGINEER may develop Opinions of Probable Construction Cost (OPCC). All OPCC developed will follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 and accepted industry guidelines with regard to methodology and accuracy. Since ENGINEER has no control over the cost of labor, material, or equipment furnished by others not under contract to ENGINEER, ENGINEER's opinion of probable cost for construction of the work will be made on the basis of experience and qualifications as an Engineer. ENGINEER does not guarantee or warranty that proposals, bids, or actual project costs will not vary from ENGINEER's opinions of probable cost.
 - D. Drawings will be prepared based on ENGINEER's drafting standards on 24" x 36" size sheets. The OWNER's applicable standard details available and current at the time of the work will be utilized. Where applicable OWNER standard details are not available,

South Basin, Phase I

ENGINEER's standard details will be utilized. The technical specifications will be based on ENGINEER's standards and customized for the project.

E. OWNER Furnished Front-End Documents

1. Obtain and review Owner-furnished front-end documents, general conditions, special conditions. Owner's documents are anticipated to be standard documents compatible with EJCDC.

F. Permitting

1. Meet with OWNER's personnel and representatives of utilities, government agencies, highway departments, railroad companies, and schools to obtain requirements for public protection to be included in contract documents.

G. Detailed Design – Preliminary Design Report/Basis of Design

1. A basis of design report (BDR) will be prepared documenting the following:
 - a. Process Design Criteria
 - b. Alternatives Analysis Summary
 - c. Discipline Design Criteria
 - d. Project Implementation Plan
 - e. Permitting Requirements
 - f. Opinion of Probable Construction Cost (Class 3 Estimate)
 - g. Preliminary Drawings and Specification List
 - h. 30% preliminary drawings will be included as an appendix to the BDR.
2. Provide one electronic copy (PDF) of drawings and specifications to OWNER for distribution and review.
3. Attend one (1), 2 hr in-person meeting held at the OWNER's office to receive and discuss OWNER's review comments.
4. Revise documents as necessary to reflect decisions taken at this level.

H. Detailed Design – Construction Contract Documents Level 2 (60%)

1. Detailed design is to commence only after OWNER has accepted design criteria and the Basis of Design Report. Construction contract documents Level 2 progress review meeting deliverables are as follows:
 - a. Draft front-end documents
 - b. Vertical control sketches
 - c. Secondary systems P&ID drawings
 - d. Equipment control descriptions
 - e. Site plan
 - f. Grading plan
 - g. General site arrangements and yard piping drawings
 - h. Plan and profile sheets
 - i. Sections and details showing major process and sub process equipment

South Basin, Phase I

- j. Structural framing plans and sections
 - k. Instrumentation input and output lists
 - l. Instrumentation device schedules
 - m. Power and lighting plans
 - n. Electrical fixture schedules
 - o. Commodity specifications
 - p. Geotechnical investigation report
 - q. Major facility plans and sections showing equipment and piping
 - r. Preliminary structural design
 - s. Process equipment specifications and data sheets
 - t. Valve or Gate list
 - u. Constructability review
 - v. Internal quality control review and refinement before submittal to OWNER
 - w. Update quality assurance and quality control plan and log
 - x. Project schedule update
 - y. Project trend register update
 - z. Opinion of probable construction cost update (Class 2 Estimate)
- 2. Provide one electronic copy (PDF) of drawings and specifications to OWNER for distribution and review.
 - 3. Attend one (1), 2 hr in-person meeting held at the OWNER's office to receive and discuss OWNER's review comments.
 - 4. Revise documents as necessary to reflect decisions taken at this level.
- I. Detailed Design - Construction Documents Level 3 (90%)
- 1. Level 3 design shall commence only after OWNER has accepted Level 2 deliverables. Level 3 progress review meeting deliverables are as follows:
 - a. Final review set of drawings
 - b. Final review set of specifications and construction contract documents
 - c. Constructability review
 - d. Internal quality control review and refinement before delivery to OWNER
 - e. Quality assurance and quality control plan and log update
 - f. Project schedule update
 - g. Project trend register update
 - h. Opinion of probable construction cost update (Class 1 Estimate)
 - 2. Provide one electronic copy (PDF) of drawings and specifications to OWNER for distribution and review.
 - 3. Attend one (1), 2 hr in-person meeting held at the OWNER's office to receive and discuss OWNER's review comments.
 - 4. Refine documents according to mutual agreement.
- J. Regulatory Agency Submittal

South Basin, Phase I

1. Assist OWNER with filling forms required for submittal to regulatory agencies. OWNER will sign forms. OWNER will provide payment of any regulatory fees.
 2. Nominal comments from the regulatory agencies will be addressed via response letter and may include a few updated drawings sheets, effort for which is included. Should the regulatory agencies require multiple rounds of submittals or extensive changes to the documents, this would be considered Supplemental Services.
- K. Detailed Design – Construction Contract Documents Level 4 (100%)
1. Revise documents with final OWNER and regulatory agency comments. This is the Bid Set.
- 1.8 Task 700 – Bid and Pre-Award Services.
- A. Assist and advise OWNER for a single prime contract for construction, materials, equipment, and services.
1. Distribution. Support OWNER’s procedures for distribution of construction contract documents by providing these services that are included:
 - a. OWNER will handle all aspects of bidding document distribution.
 - b. ENGINEER to provide OWNER additional documents as required such as geotechnical report, IFB form, and addenda.
- B. Pre-Bid Conference
1. Conduct, at a date and time selected and a place provided by OWNER, a pre-bid conference to:
 - a. Confirm the types of information required by the contract documents and the format in which bids should be presented.
 - b. Review special project requirements and contract documents in general.
 - c. Receive requests for interpretations that will be issued to plan holders.
 - d. Prepare minutes of conference and issue to plan holders.
- C. Interpretation of Bidding Documents
1. Review and provide responses to OWNER on questions from potential bidders (RFI’s). Prepare and issue addenda to the construction contract documents when required. For the purposes of this scope and fee estimate, it is assumed there will be no more than 3 addenda.
- D. Bid Opening
1. For the purposes of this scope and fee estimate, it is assumed one person will attend the bid opening.
 2. Attend bid opening in conjunction with OWNER. Answer questions, make preliminary tabulation of bids, and review questionnaires and bids for completeness.

South Basin, Phase I

- E. As Bid Construction Contract Documents
 - 1. Refine construction contract documents according to addenda and Contractor's bid forms. This includes editing of the Project Manual as well as making changes to the Construction Documents.
 - 2. Provide the As-Bid Contract Documents to the OWNER in electronic format. OWNER will distribute electronic and hard copy Contract Documents to the Contractor.
- 1.9 Task 800 – Construction Phase Services. To be provided via future amendment.
- 1.10 Task 900 – Resident Services During Construction. To be provided via future amendment.
- 1.11 Task 1000 - OWNER Responsibilities
 - A. OWNER will furnish, as required by the work and at no cost to the ENGINEER, the following items:
 - B. All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the OWNER and which may be useful in the work involved under this contract.
 - 1. Existing site survey drawings and electronic files previously performed within the site survey areas.
 - 2. Electronic files exported in AutoCAD Civil 3D “.DWG” file format.
 - 3. If available, electronic files shall include Civil 3D point objects, point groups, surfaces, and/or alignments in addition to the planimetric features.
 - 4. Existing GIS system information for the collection system.
 - 5. Existing collection system hydraulic model.
 - C. Access to public and private property when required in performance of the ENGINEER's services.
 - D. Manage the performance of other consultants under direct contract to OWNER necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related project issues is included in this scope of services and compensation.)
- 1.12 Task 1100 - Supplemental Services (not included in scope of work)
 - A. Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein and are reflected in the budget for services. If the work tasks or level of effort required are different from the assumptions presented, or if the OWNER desires additional services (Supplemental Services), the resultant change may

South Basin, Phase I

serve as a basis for modifying the Agreement as agreed upon by both the OWNER and Consultant.

B. Supplemental services are not in the scope of work for this contract. These services will be performed at OWNER's written request with compensation adjustments. Supplemental services that require written authorization and approval for additional services performed to include, but are not limited to, the following items:

C. General

1. Assistance in financially related transactions for the project.
2. Safety Assessments.
3. Security Assessments.
4. Value Engineering reviews and services.
5. Revision of designs, drawings, and specifications to incorporate changes arising from Value Engineering review.
6. Renderings or photo realistic drawings.
7. Establishing a project communications site.
8. Prequalification of contractors or vendors.
9. Additional meetings with local, State, or Federal agencies to discuss the project.
10. Additional appearances at public hearings or before special boards.
11. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
12. Special consultants or independent professional associates requested or authorized by OWNER.
13. Assistance with bid protests and rebidding.
14. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
15. Additions to an engineering report or other document to update or revise original recommendations.
16. Preparing measured drawings.

D. Changes in the general scope, extent, or character of the project, including, but not limited to:

1. Changes in size or complexity.

South Basin, Phase I

2. OWNER's schedule, design, or character of construction.
 3. Method of financing.
 4. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond ENGINEER's control.
 5. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are due to unexpected events outside the ENGINEER 's control such as force majeure or extreme weather events.
- E. Rights of way, property acquisition, and land surveys:
1. Land and property surveys above quantity identified above.
 2. Aerial photography.
 3. Services to meet and negotiate with the property OWNERS above previously identified quantities.
 4. Engineering assistance to OWNER in condemnation proceedings.
 5. Surveying to re-establish streets to preconstruction grade, referencing and re-establishing land surveying monuments, and marking the easement or right-of-way limits.
- F. Geotechnical Services:
1. Additional geotechnical engineering services including exploratory work, laboratory and field testing, and professional guidance on tests to be made and an initial geotechnical report by a qualified geologist or geotechnical firm interpreting the data on the exploratory work and testing beyond quantities identified above.
- G. Environmental Assessment:
1. Environmental assessment reports and/or environmental impact statements.
 2. Cultural resources and/or archaeological study and reports.
 3. Archaeological consultations regarding artifacts that may be uncovered during construction.
- H. Testing:
1. Laboratory and field testing and any reports or studies on materials and equipment requested by OWNER.
 2. Observing factory tests and/or field retesting of equipment that fails to pass the initial test as initiated by Owner or required by Construction Phase Services.

South Basin, Phase I

- I. Hazardous Environmental Conditions:
 - 1. Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
 - 2. Conduct asbestos or lead based paint abatement or other hazardous material abatement on existing facilities.
- J. Conducting pilot plant studies and tests.
- K. Support services for additional work in connection with public information activity.
- L. Additional Pre-Award Services:
 - 1. If the apparent successful bidder is not well qualified or if substantive changes to the design are proposed by the Bidder or the Contractor after award, substantial and unpredictable levels of effort by ENGINEER might be required to resolve issues. These services are to be provided as supplemental services according to OWNER's request.
 - 2. Apparent Successful Bidder's Requests for Review. Review data regarding materials and equipment submitted by the apparent successful bidder to determine acceptability when the review is required by the bidding documents subsequent to bid opening and prior to award of contract.
 - 3. Evaluate Change Requests by Contractor. Review, evaluate, and submit comments to OWNER concerning equipment performance data submitted by the Contractor. These services may include review of building design changes required to accommodate the proposed equipment; installation requirements and related engineering, training, and operating costs; the experience and performance record of the manufacturer; availability of service personnel; and operating and maintenance costs.
 - 4. Analyze special assessment district bond bids and advise OWNER of findings.
 - 5. Contractor pre-qualification or alternative delivery approaches.
- M. Services During Construction.
- N. Assisting OWNER in complying with the requirements of 40 CFR Part 35, Paragraphs 35.2218(c) through 35.2218(e) as published in the Federal Register, Vol. 49, No. 34 - Friday, February 17, 1984.

APPENDIX C

SCHEDULE OF FEES, SERVICES AND PAYMENT

South Basin, Phase I

PART 2 - Attachment B - Compensation

2.1 General

A. Payments

1. Monthly payments shall be made to the ENGINEER by the OWNER based on the ENGINEER's invoice. The invoice shall indicate amount due according to progress of the work and level of effort as reported by ENGINEER.
2. Work performed under this Scope of Services shall be compensated on a lump sum basis with progress payments payable in proportion to the percentage of work completed. The total billed amount may not exceed the total Lump Sum amount unless approved in writing by the OWNER.

2.2 Lump Sum Payment

A. For the services described in Attachment A, Scope of Services, OWNER agrees to pay ENGINEER as follows:

1. The maximum amount billed for this service shall not exceed Two Million Seven Hundred Ten Thousand Seven Hundred Seventy-Three dollars (\$2,710,773) without further authorization.
2. For project tracking purposes, major task items as identified in Attachment A shall be used as shown below:

Task Number	Description	Hours	Subtotal
100	Project Administration	330	\$89,037.00
200	Site Investigation and Subconsultants	650	\$781,909.00
300	Wastewater System Model	559	\$157,361.00
400	Conceptual Alternative Evaluation	599	\$157,712.00
500	Alignment Study	740	\$198,518.00
600	Detailed Design	5,788	\$1,259,315.00
700	Bid and Pre-Award Services	278	\$66,921.00
Total		8,944	\$2,710,773.00

South Basin, Phase I

The table above shall be used for project progress reports, invoicing, and project management purposes. Where required, further breakdown by each subtask shall also be included.



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)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

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

Amount for Approval:	\$	
-----------------------------	----	--

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):



**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF BENTONVILLE, ARKANSAS
Project No. 2302097**

CONTRACT AMENDMENT NO. 02

This Contract Amendment No. 2 (“Amendment”), effective on the date last written below, shall amend the original contract between the City of Bentonville, Arkansas (“Owner”) and Garver, LLC (“Garver”), dated August 20, 2024, referred to in the following paragraphs as the “Agreement.”

The Agreement is hereby modified as follows:

EXHIBIT A – SCOPE OF SERVICES

1. The attached hereto Exhibit A-2 is to be included, in its entirety, as a part of Exhibit A of the Agreement.

Exhibit B – Compensation Schedule

2. The attached hereto Exhibit B-2 is to be included, in its entirety as a part of Exhibit B of the Agreement.

Terms and conditions of the Agreement not modified herein remain unchanged and in full force and effect.

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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



CITY OF BENTONVILLE, ARKANSAS

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: Stephanie Orman
Printed Name

Name: Jerry T. Martin, PE
Printed Name

Title: Mayor

Title: Water Team Leader

Date: _____

Date: _____

Attest: _____

Attest: _____



EXHIBIT A-2 AMENDED SCOPE OF SERVICES

Project Overview

Generally, Amendment No. 02 is providing additional professional engineering services for the Bentonville Sewer Improvements and Master Plan. These services include design, bidding, and construction administration to support the execution of an Early Tree Clearing Package. Due to environmental concerns around roosting bats and the current prescribed schedule for the Shewmaker Interceptor project, it has become necessary to address the tree removal that would normally fall within the course of construction. This early tree clearing work will be done along the Phase 01 portion of the Shewmaker Interceptor. This includes the improvement of approximately 6,700 linear feet of the existing 12" VCP interceptor from the North Lift Station to MH 320-3331, at the interceptor junction south of NE Tiger Blvd, to 24-inch PVC.

Phase 01 Services

1. Early Tree Clearing Package Services – Phase 01

During the Early Tree Clearing Package phase of work, Garver will accomplish the following:

- a. Create a design set of plans that can be utilized to contract with a construction company to facilitate the downing and removal of trees within the Temporary Construction Easements and General Utility Easement.
- b. Facilitate necessary permitting through the City of Bentonville and Benton County.
- c. Garver will mobilize a survey crew a maximum of four (4) trips to the site to stake the proposed easements for a maximum of 20 tracts.
- d. Coordinate with the City of Bentonville purchasing department on creation of a set of biddable plans, specifications, and provide support to City staff during the bidding of the Early Tree Clearing Package. This will include an analysis of bids and recommendation of award.
- e. Provide City staff with Construction related services outlined below:
 - Facilitate one (1) preconstruction meeting. Garver will prepare the meeting agenda and prepare and distribute the meeting minutes. Assume meetings held in-person at the Owner's office.
 - Garver to conduct site visits once a month, to the construction site to consult with the Owner and Contractor concerning progress, coordination and resolving field issues.
 - Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. Up to five (5) RFI responses are included. If Garver is requested to respond to additional RFIs, it will be considered extra work.
 - Provide part-time resident construction observation services for the 60-calendar-day construction contract performance time. The proposed fee is based on approximately 4 hours per day, 5 days per week for a total of 160 hours. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.



- Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
- Participate in substantial completion and final project walkthrough, prepare punch list, review final project closing documents, and review and sign final pay request.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor and Owner of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Owner shall be notified of deficiencies prior to a stop work order being given. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

2. Extra Work Not Included

The following items are not included under this agreement but will be considered as extra work:

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval
- B. Tree survey by a certified arborist
- C. Storm drainage design for street improvements
- D. Profiling of street improvements
- E. Subsurface Utility Engineering (SUE) (Owner to secure direct contract)
- F. Submittals or deliverables in addition to those listed herein
- G. Design of any utility's relocation other than the water and wastewater segments listed
- H. Traffic Control Plans
- I. Completion of a National Environmental Policy Act (NEPA) document
- J. Conducting a quantitative air quality analysis or air quality modeling
- K. Conducting a noise impact analysis
- L. Conducting threatened or endangered species surveys
- M. Obtaining Section 7 clearance from USFWS
- N. Preparation of a detailed habitat assessment report
- O. Tribal coordination
- P. Conducting archaeological site monitoring or cultural resources surveys and/or architectural surveys beyond the Phase I cultural resources survey
- Q. Developing a cultural resources mitigation plan
- R. Developing a Memorandum of Agreement (MOA) or completion of mitigation stipulations related to a MOA
- S. Section 404 Individual Permit and any mitigation planning beyond the requirements identified



- with a Section 404 NWP, including on-site and/or off-site permittee responsible mitigation
- T. Individual water quality certification
 - U. Phase I or II Environmental Site Assessment
 - V. Coordination with FEMA for preparation/submittal of a CLOMR and/or LOMR, including Section 7 clearance for documenting “no take”
 - W. Environmental Handling and Documentation, including mitigation plans or other work related to environmentally or historically (culturally) significant items
 - X. Cost Recovery Matrix

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



**EXHIBIT B - 2
AMENDED COMPENSATION SCHEDULE**

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management	\$15,062.00	Hourly Rate + Expenses
Historical Data Review	\$4,953.00	
Baseline Development	\$25,533.00	
Collection System Assessment	\$111,070.00	
Capital Improvements Plan Development	\$64,020.00	
Critical Project Conceptual Design	\$173,862.00	
TOTAL FEE	\$394,500.00	
AMENDMENT NO. 01		
Project Management – Phase 01	\$64,540.00	Hourly Rate + Expenses
FEMA / No-Rise Certificate – Phase 01	\$13,270.00	
Survey – Phase 01	\$88,350.00	
Property Acquisition Documents (5 properties max) – Phase 01	\$34,540.00	
Geotechnical Investigation – Phase 01	\$9,430.00	
Environmental Services – Phase 01	\$64,140.00	
Basis of Design Report	\$35,350.00	
Preliminary Design – Phase 01	\$122,660.00	
Final Design – Phase 01	\$108,660.00	
Bidding Services – Phase 01	\$19,250.00	
TOTAL FEE	\$560,190.00	
AMENDMENT NO. 02		
Early Tree Clearing Package – Phase 01	\$72,932.00	Hourly Rate + Expenses
TOTAL FEE	\$72,932.00	
TOTAL AMENDED CONTRACT FEE		
TOTAL FEE	\$1,027,622.00	Hourly Rate + Expenses

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be \$394,500.00 + \$560,190.00 + \$72,930.00 for a total fee of \$1,027,622.00. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2026. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.



Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded.



(AGREED UPON RATES)
Exhibit B
Bentonville Water Utilities
Bentonville Sewer Imps and MP - Amendment No. 2
Garver Hourly Rate Schedule: July 2025 - June 2026

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 141.00	RS-1	\$ 113.00
E-2	\$ 164.00	RS-2	\$ 149.00
E-3	\$ 188.00	RS-3	\$ 211.00
E-4	\$ 220.00	RS-4	\$ 290.00
E-5	\$ 268.00	RS-5	\$ 362.00
E-6	\$ 329.00	RS-6	\$ 446.00
E-7	\$ 457.00	RS-7	\$ 498.00
Planners		Environmental Specialists	
P-1	\$ 170.00	ES-1	\$ 113.00
P-2	\$ 213.00	ES-2	\$ 142.00
P-3	\$ 265.00	ES-3	\$ 181.00
P-4	\$ 296.00	ES-4	\$ 214.00
P-5	\$ 333.00	ES-5	\$ 269.00
Designers		ES-6	\$ 345.00
D-1	\$ 128.00	ES-7	\$ 431.00
D-2	\$ 146.00	ES-8	\$ 487.00
D-3	\$ 174.00	Project Controls	
D-4	\$ 208.00	PC-1	\$ 115.00
D-5	\$ 256.00	PC-2	\$ 152.00
Technicians		PC-3	\$ 194.00
T-1	\$ 103.00	PC-4	\$ 248.00
T-2	\$ 124.00	PC-5	\$ 303.00
T-3	\$ 151.00	PC-6	\$ 392.00
T-4	\$ 195.00	PC-7	\$ 491.00
Surveyors		Management / Administration	
S-1	\$ 63.00	AM-1	\$ 82.00
S-2	\$ 84.00	AM-2	\$ 104.00
S-3	\$ 113.00	AM-3	\$ 145.00
S-4	\$ 161.00	AM-4	\$ 186.00
S-5	\$ 203.00	AM-5	\$ 227.00
S-6	\$ 237.00	AM-6	\$ 295.00
S-7	\$ 280.00	AM-7	\$ 378.00
S-8	\$ 353.00	M-1	\$ 552.00
2-Man Crew (Survey)	\$ 244.00		
3-Man Crew (Survey)	\$ 305.00		
2-Man Crew (GPS Survey)	\$ 301.00		
3-Man Crew (GPS Survey)	\$ 374.00		
Construction Observation			
C-1	\$ 122.00		
C-2	\$ 152.00		
C-3	\$ 186.00		
C-4	\$ 240.00		
C-5	\$ 289.00		