Revised Agenda:
1. Items 1f (1) and 1f (2) were removed from the agenda.
2. Items 4a and 4b have revised agenda forms and memos.

BENTONVILLE CITY COUNCIL AGENDA

Note – Some of the members of the City Council, as well as City staff members, may attend this meeting by phone or other remote means. For public health reasons, those who attend in person should keep in mind hygiene, the use facial coverings, and social distancing.

Public comments can be submitted by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. Those comments will be communicated to the members of the Council and the Mayor. Accommodation has also been made to allow Bentonville citizens to make "live" public comments orally in the event they cannot attend the meeting in person. To do so, please send an email indicating a desire to make public comments remotely to cc.comments@bentonvillear.com by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

City Council Meeting — **Tuesday, July 13, 2021 6:00 p.m.**
City Hall — **305 S.W. "A" Street**
Planning Commission Meeting Room

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on July 13, 2021:**
https://us02web.zoom.us/webinar/register/WN_SIDTGpozSvqONA-aohSRMQ

Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: June 22, 2021

AGENDA

1. Planning:

1a. **Rezone: R-1, Single-Family Residential to DN-2, Downtown Medium-Density Residential, 903 NW A Street, *RZ21-0035*.**

(Pages 16-20)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium-Density Residential. These areas typically include townhouses or duplex residential properties. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the surrounding area.

1b. **Rezone: R-3, Medium-Density Residential to DN-2, Downtown Medium-Density Residential, 806 SE G Street, *RZ21-0036*.**

(Pages 21-24)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium-Density Residential. These areas typically include townhouses or duplex residential properties. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the surrounding area.

1c. **Rezone: R-1, Single Family Density Residential to DN-2, Downtown Medium-Density Residential, 602 Bella Vista Street, *RZ21-0037*.**

(Pages 25-29)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium-Density Residential. Medium-Density Residential areas typically include townhouses or duplex residential properties. These areas are found both near downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding

land-use patterns as there are existing DN-2 zoning districts in the surrounding area.

1d. **Rezone: R-1, Single-Family Residential to DN-1, Downtown Low-Density Residential, NE 2nd Street & NE G Street, *RZ21-0038*.**

(Pages 30-33)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map currently depicts this property as Low-Density Residential. Low-Density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

Adjacent zoning districts are all R-1, Single-Family Residential. to the east. The Future Land Use Map depicts all surrounding properties as Low-Density Residential. Both nearby properties at 826 NE 2nd Street and 701 E Central Avenue are zoned DN-1.

1e. **Rezone: R-1, Single-Family Residential to DN-2, Downtown Medium-Density Residential, 1206 & 1208 Fillmore Street, *RZ21-0039*.**

(Pages 34-37)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium-Density Residential. These areas typically include townhouses or duplex residential properties. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

Adjacent zoning districts are R-1, Single Family Residential to the south and west, and DN-2, Downtown Medium-Density Residential to the north and east. The Future Land Use Map depicts property to the north, south, east, and west as Medium-Density Residential.

1f (1). **Item removed.**

1f (2). **Item removed.**

1g (1). **Resolution adopting revision to the Future Land Use Map changing real estate from Medium-Density Residential to General Commercial, Suroeste 14, LLC, SW I Street & SW 14th Street, *RZ21-0041*.**

(Pages 38-43)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium Density Residential and General Commercial. These areas typically include townhouses or duplex residential properties and uses that serve both nearby residents and those coming from other parts of the city or region.

Although the Future Land Use Plan depicts part of this parcel as Medium Density Residential, the northern part of the property along SW 14th Street and the land to the east are shown to be General Commercial in the land use plan.

1g (2). **Rezone: A-1, Agricultural to C-2, General Commercial, SW I Street & SW 14th Street, *RZ21-0041.***

(Pages 38-45)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium Density Residential and General Commercial. These areas typically include townhouses or duplex residential properties and uses that serve both nearby residents and those coming from other parts of the city or region.

Although the Future Land Use Plan depicts part of this parcel as Medium Density Residential, the northern part of the property along SW 14th Street and the land to the east are shown to be General Commercial in the land use plan.

1h. **Planned Unit Development Amendment: SOMO PUD Phase 2, Crystal Bridges Museum of American Art Inc., 507 SE E Street, *PUD21-0001.***

(Pages 46-52)

The Planning Commission voted 7-0, recommending approval.

Lot 1 of Momentary Addition, City of Bentonville, Benton County, Arkansas per Plat L202031606.

The Future Land Use Plan currently depicts this property as Public and Downtown Commercial. Downtown Commercial Areas typically include mixed-use developments with a focus on design character and pedestrian access. Uses within this land use category typically have a high volume of pedestrian oriented traffic.

1i. **Lot Split: Lots 1-4, Jones Addition, CHP, LLC, 409 SW D Street, DN-2, Downtown Medium-Density Residential, *LS21-0002.*** **(Pages 55-58)**

The Planning Commission voted 7-0, recommending approval.

A lot split of existing Lot 4 of Elzey's Addition and existing Lot 9 of Gilmore's Addition creating new Lot 1, (+/- 0.17 acres) acres), Lot 2 (+/- 0.16 acres), Lot 3 (+/- 0.16 acres), and Lot 4 (+/- 0.37 acres) of Jones Addition. The plat dedicates various public utility easements to serve the newly created lots. Lots 1, 2 & 3 will not be allowed direct access to SW 5th Street. A private access easement shall be dedicated by separate document to provide each of these lots rear access. Lot 4 has access onto SW D Street.

1j. **Lot Split: Lots 1 & 2, of Aviator Subdivision, Aria Holdings, LLC, SW Regional Airport Boulevard, R-4, High-Density Multifamily Residential, *LS21-0031.***

(Pages 59-61)

The Planning Commission voted 7-0, recommending approval.

A Lot Split of unplatted section land creating new Lot 1, (+/- 2.82 acres) and Lot 2 (+/- 6.48 acres) of Aviator Subdivision. The plat dedicates various public utility

easements to serve the newly created lots. Per the requirements of the Master Street Plan, the plat dedicates additional right-of-way for SW Regional Airport Boulevard and a new right-of-way for the extension of SW Chickadee Street to the southernmost property line. Access to both lots shall be achieved through a single ingress/egress point from either SW Regional Airport Boulevard or SW Chickadee Street. This lot split is in association with LSD21-0022, The Aviator Phase 2.

1k. **Lot Split: Lots 26 & 27 of Uptown Village Subdivision, Walmart Real Estate Business Trust, SW 28th Street and SW D Street, C-2, General Commercial, *LS21-0032*.**

(Pages 62-65)

The Planning Commission voted 7-0, recommending approval.

A lot split of existing Lots 17, 18 & 19, creating new Lot 26, (+/- 1.24 acres) and Lot 27 (+/- 1.16 acres) of Uptown Village Subdivision. The plat dedicates various public utility easements to serve the newly combined lots. The new lots will not be allowed direct access onto SW Regional Airport Boulevard. The plat dedicates a 20-foot cross-access easement to provide both lots with access. This lot split is in association with LSD21-0035 Slim Chicken that will appear on the next PC agenda.

1l. **Lot Split: Lots 1 & 2 of Helping Hands Addition, Helping Hands, Inc., SW 28th Street and SW D Street, C-2, General Commercial, *LS21-0034*.**

(Pages 66-69)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Tract A creating new Lot 1, (+/- 2.23 acres) and Lot 2 (+/- 7.52 acres) of Uptown Village Subdivision. The plat dedicates various public utility easements to serve the newly created lots. The plat dedicates additional right-of-way along SW D Street to meet the requirements of the Master Street Plan.

1m. **Property Line Adjustment: Lot 45 & 46 of Lucas Subdivision, Suroeste 14, LLC, 1400 SW I Street, C-2, General Commercial, & A-1, Agricultural, *PLA21-0020*.**

(Pages 70-73)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Lots 1-20 of Lucas Subdivision, creating new Lot 45, (+/- 11.51 acres) and 46 (+/- 12.95 acres) of Lucas Subdivision. The plat dedicates utility and access easements of varying widths.

2. Utility Board:

2a. Ordinance requesting City Council approve the new Water Utilities Pay Plan. This item was previously approved by the Utility Board. There is no additional costs associated with the adoption of this plan. **(Pages 74-79)**

2b. Resolution to enter into an agreement with Power System Engineering for AMI procurement consulting for the Bentonville electric system for $52,500.00. PSE

was selected using the City's standard SOQ selection process for professional services in accordance with state law. Approved at Utility Board 5-0. **(Pages 80-86)**

2c. Budget adjustment using $52,500.00 from Reserves to pay for agreement with Power System Engineering. Approved at Utility Board 5-0. **(Pages 87-88)**

3a. Resolution authorizing the Mayor to enter into an agreement (work order #10) with Garver, LLC, to perform design, bidding services, and grant closeout services for KVBT runway design, runway vertical/visual guidance system - PAPIs, and runway vertical/visual guidance system - REILS. **(Pages 89-111)**

3b. Budget adjustment accepting funds awarded from FAA grant for the design of the KVBT Airport Runway Widening, design of Runway Vertical/Visual Guidance System - PAPIs, and design of Runway Vertical/Visual Guidance System - REILS. **(Pages 112-145)**

4a. Bid Award to Banner Fire Equipment Inc. through participation in the HGAC Cooperative (Co-op) contract, FS 12-19 JF-01. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249. **(Pages 146-159)**

4b. Council approval of budget adjustment recognizing $800,000.00 in revenue via a The Runway Fund at Fidelity Charitable at the recommendation of Steuart Walton grant and allocating $865,000.00 in expenses to purchase an Aircraft Rescue Firefighting Vehicle (ARFF) for the Bentonville Municipal Airport. **(Pages 160-163)**

5. Ordinance approving a waiver of bid to Smith Detection in the amount of $21,394.11 for the service and chemical library updates for the hazardous material monitors at the fire department. This is a budgeted item in the 2021 budget. **(Pages 164-169)**

6. Resolution authorizing the City of Bentonville to surplus two 2015 Excellance Ambulances. Two new ambulances were purchased last year (2020), received this year (2021) and placed in service. The surplus ambulances will be advertised for sealed bids, and sold to the highest bidder. **(Pages 170-172)**

7. Public hearing and ordinance vacating a Utility Easement requested 3913 NE Kensington (VAC21-0011). **(Pages 173-175)**

8a. Resolution authorizing the Mayor and Clerk to enter into an agreement with Burns & McDonnell Engineering Company, Inc., for the 8th street additional drainage and easement design items. **(Pages 176-182)**

8b. Budget Adjustment for the increased funds associated with 8th Street additional design work. **(Pages 183-184)**

9a. Resolution authorizing the Mayor and Clerk to enter into a revised agreement with OR Colan to provide additional professional services for property acquisition of public improvements required for the development of the Walmart Global Home Office project. **(Pages 185-215)**

9b. Budget Adjustment accepting funds for the revised property acquisition agreement with ORC. **(Pages 216-217)**

10a. Resolution allowing the Mayor and Clerk to enter into an amended agreement with Garver to provide additional professional services for the Master Street Plan. The cost of this amendment will be $59,600.00. **(Pages 218-230)**

10b. Budget adjustment in the amount of $59,600.00 for an amended agreement with Garver, LLC to provide additional professional services for the Master Street Plan. **(Pages 231-232)**

11. Resolution expressing the willingness of the City of Bentonville to apply for $625,000.00 from the federal-aid Surface Transportation Block Grant Program - Attributable (STBGP-A) program - FFY 2022 administered by the Northwest Arkansas Regional Planning Commission (NWARPC) to help fund environmental and initial design for roadway improvements at the intersection of SW Regional Airport Blvd. / S. Vaughn Rd. If awarded, the grant will pay 80% of the Total Project Cost, up to the Grant maximum. **(Pages 233-236)**

12. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Jacobs Engineering Group Inc. for engineering and project services for Rainbow Curve Improvements. The cost of this contract will be $1,791,335.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 237-262)**

13. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Jacobs Engineering Group Inc. for engineering and project services for S. Walton and SW 5th Intersection. The cost of this contract will be $310,648.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 263-287)**

14. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Jacobs Engineering Group Inc. for engineering and project services for SW 14th and Been Intersection. The cost of this contract will be $284,639.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 288-312)**

15. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Crafton, Tull & Associates, Inc. for engineering and project services for N 8th and Main. The cost of this contract will be $155,500.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 313-326)**

16. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Crafton, Tull & Associates, Inc. for engineering and project services for SW 7th & C Lateral. The cost of this contract will be $85,500.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 327-340)**

17. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Crafton, Tull & Associates, Inc. for engineering and project services for SW Gator Blvd. The cost of this contract will be $690,000.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 341-354)**

18. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Crafton, Tull & Associates, Inc. for engineering and project services for Moberly Lane 28th to Walton. The cost of this contract will be $630,000.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 355-368)**

19. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Volkert, Inc. for engineering and project services for SW 28th - Featherston to I Street. The cost of this contract will be $1,548,400.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 369-386)**

20. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Volkert, Inc. for engineering and project services for Tiger Overpass. The cost of this contract will be $1,552,200.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 387-405)**

21. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Volkert, Inc. for engineering and project services for SW Regional Airport and SW I. The cost of this contract will be $1,167,000.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 406-423)**

22. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for East Battlefield Improvements. The cost of this contract will be $1,435,056.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 424-469)**

23. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for Walton and Central Intersection. The cost of this contract will be $568,137.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 470-510)**

24. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for NW 2nd and G Street. The cost of this contract will be $246,433.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 511-546)**

25. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with CEI Engineering Associates for engineering and project services for Greenhouse Regional Detention (Drainage Project). The cost of this agreement will be $297,753.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 547-572)**

26. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for NW Tiger and G Street. The cost of this contract will be $308,602.00. This firm was selected

following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.
(Pages 573-608)

27. Resolution allowing the Mayor to enter into a professional services agreement with Olsson Inc. for engineering and project services for NW 4th and D Street. The cost of this contract will be $228,559.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 609-643)**

28. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for NW Trails End and C Street. The cost of this contract will be $171,690.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.
(Pages 644-678)

29. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for Opal Road Improvements. The cost of this contract will be $844,961.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.
(Pages 679-726)

30. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for SE 10th and C Street. The cost of this contract will be $443,315.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.
(Pages 727-765)

31. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for SW 10th and F Street Collection. The cost of this contract will be $955,033.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.
(Pages 766-802)

32. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for SW 2nd and O Street. The cost of this contract will be $222,949.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.
(Pages 803-838)

33a. Resolution allowing the Mayor and Clerk to enter into an amended agreement with FTN Associates, Ltd. for Little Osage Tributary 2 (LOT2). Amendment 4 adds additional survey to the scope. **(Pages 839-844)**

33b. Budget Adjustment to pay for Amendment 4 with FTN, Ltd. for the Little Osage Tributary 2 (LOT2) project. **(Pages 845-846)**

34a. Resolution authorizing the Mayor to enter into an agreement with CEI for the design of the Razorback Greenway Realignment Project, in the amount of $190,675.00. The total amount includes $63,500.00 for basic services and $127,175.00 for additional reimbursable expenses. CEI was selected using the City's standard SOQ selection process for professional services in accordance with state law. **(Pages 847-860)**

34b. Council approval of a budget adjustment in the amount of $190,675.00 to recognize the revenue and allocate expenses for the design services of the Razorback Greenway realignment project at Highway 102 / P Street. **(Pages 861-867)**

35a. Resolution authorizing the Mayor and Clerk to enter into an Guaranteed Maximum Price Amendment to the existing professional services agreement with CR Crawford in the amount of $3,568,512.00 for the construction of the City of Bentonville Animal Services Center. **(Pages 868-884)**

35b. Council approval of a budget adjustment in the amount of $3,568,512.00 for the construction of the City of Bentonville Animal Services Center. **(Pages 885-887)**

City Council Agenda Items
For City Council Meeting of July 13, 2021
From the July 6, 2021 Planning Commission Meeting

1. **Rezone: R-1, Single-Family Residential to DN-2, Downtown Medium-Density Residential, 903 NW A Street, *RZ21-0035.***

   The Planning Commission voted 7-0, recommending approval.

   The Future Land Use Map currently depicts this property as Medium-Density Residential. These areas typically include townhouses or duplex residential properties. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

   This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the surrounding area.

2. **Rezone: R-3, Medium-Density Residential to DN-2, Downtown Medium-Density Residential, 806 SE G Street, *RZ21-0036.***

   The Planning Commission voted 7-0, recommending approval.

   The Future Land Use Map currently depicts this property as Medium-Density Residential. These areas typically include townhouses or duplex residential properties. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

   This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the surrounding area.

3. **Rezone: R-1, Single Family Density Residential to DN-2, Downtown Medium-Density Residential, 602 Bella Vista Street, *RZ21-0037.***

   The Planning Commission voted 7-0, recommending approval.

   The Future Land Use Plan currently depicts this property as Medium-Density Residential. Medium-Density Residential areas typically include townhouses or duplex residential properties. These areas are found both near downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

   This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the surrounding area.

4. Rezone: R-1, Single-Family Residential to DN-1, Downtown Low-Density Residential, NE 2nd Street & NE G Street, *RZ21-0038.*

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map currently depicts this property as Low-Density Residential. Low-Density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

Adjacent zoning districts are all R-1, Single-Family Residential. to the east. The Future Land Use Map depicts all surrounding properties as Low-Density Residential. Both nearby properties at 826 NE 2nd Street and 701 E Central Avenue are zoned DN-1.

5. Rezone: R-1, Single-Family Residential to DN-2, Downtown Medium-Density Residential, 1206 & 1208 Fillmore Street, *RZ21-0039.*

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium-Density Residential. These areas typically include townhouses or duplex residential properties. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

Adjacent zoning districts are R-1, Single Family Residential to the south and west, and DN-2, Downtown Medium-Density Residential to the north and east. The Future Land Use Map depicts property to the north, south, east, and west as Medium-Density Residential.

6a. Resolution adopting revision to the Future Land Use Map changing real estate from Medium-Density Residential to Low-Density Residential, Sunrise Developers, Inc., SW Featherston Road & SW 28th Street, *RZ21-0040.*

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium Density Residential. These areas typically include townhouse or duplex residential properties.

While this rezone does not align with the Future Land Use Plan, areas directly to the north have a future designation of Residential Estate. Staff recommends changing the Future Land Use Plan to Low-Density Residential per the recommendations of the Zoning District and Land Use Alignment Policy.

6b. Rezone: RZ-L, Residential Zero Lot Line to R-1, Single Family Residential, SW Featherston Road & SW 28th Street, *RZ21-0040.*

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium Density Residential. These areas typically include townhouse or duplex residential properties.

While this rezone does not align with the Future Land Use Plan, areas directly to the north have a future designation of Residential Estate. Staff recommends changing the Future Land Use Plan to Low-Density Residential per the recommendations of the Zoning District and Land Use Alignment Policy.

7a. Resolution adopting revision to the Future Land Use Map changing real estate from Medium-Density Residential to General Commercial, Suroeste 14, LLC, SW I Street & SW 14th Street, *RZ21-0041.*

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium Density Residential and General Commercial. These areas typically include townhouses or duplex residential properties and uses that serve both nearby residents and those coming from other parts of the city or region.

Although the Future Land Use Plan depicts part of this parcel as Medium Density Residential, the northern part of the property along SW 14th Street and the land to the east are shown to be General Commercial in the land use plan.

7b. Rezone: A-1, Agricultural to C-2, General Commercial, SW I Street & SW 14th Street, *RZ21-0041.*

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium Density Residential and General Commercial. These areas typically include townhouses or duplex residential properties and uses that serve both nearby residents and those coming from other parts of the city or region.

Although the Future Land Use Plan depicts part of this parcel as Medium Density Residential, the northern part of the property along SW 14th Street and the land to the east are shown to be General Commercial in the land use plan.

8. Planned Unit Development Amendment: SOMO PUD Phase 2, Crystal Bridges Museum of American Art Inc., 507 SE E Street, *PUD21-0001.*

The Planning Commission voted 7-0, recommending approval.

Lot 1 of Momentary Addition, City of Bentonville, Benton County, Arkansas per Plat L202031606.

The Future Land Use Plan currently depicts this property as Public and Downtown Commercial. Downtown Commercial Areas typically include mixed-use developments with a focus on design character and pedestrian access. Uses within this land use category typically have a high volume of pedestrian oriented traffic.

9. Lot Split: Lots 1-4, Jones Addition, CHP, LLC, 409 SW D Street, DN-2, Downtown Medium-Density Residential, *LS21-0002.*

The Planning Commission voted 7-0, recommending approval.

A lot split of existing Lot 4 of Elzey's Addition and existing Lot 9 of Gilmore's Addition creating new Lot 1, (+/- 0.17 acres) acres), Lot 2 (+/- 0.16 acres), Lot 3 (+/- 0.16 acres), and Lot 4 (+/- 0.37 acres) of Jones Addition. The plat dedicates various public utility easements to serve the newly created lots. Lots 1, 2 & 3 will not be allowed direct access to SW 5th Street. A private access easement shall be dedicated by separate document to provide each of these lots rear access. Lot 4 has access onto SW D Street.

10. Lot Split: Lots 1 & 2, of Aviator Subdivision, Aria Holdings, LLC, SW Regional Airport Boulevard, R-4, High-Density Multifamily Residential, *LS21-0031.*

The Planning Commission voted 7-0, recommending approval.

A Lot Split of unplatted section land creating new Lot 1, (+/- 2.82 acres) and Lot 2 (+/- 6.48 acres) of Aviator Subdivision. The plat dedicates various public utility easements to serve the newly created lots. Per the requirements of the Master Street Plan, the plat dedicates additional right-of-way for SW Regional Airport Boulevard and a new right-of-way for the extension of SW Chickadee Street to the southernmost property line. Access to both lots shall be achieved through a single ingress/egress point from either SW Regional Airport Boulevard or SW Chickadee Street. This lot split is in association with LSD21-0022, The Aviator Phase 2.

11. Lot Split: Lots 26 & 27 of Uptown Village Subdivision, Walmart Real Estate Business Trust, SW 28th Street and SW D Street, C-2, General Commercial, *LS21-0032.*

The Planning Commission voted 7-0, recommending approval.

A lot split of existing Lots 17, 18 & 19, creating new Lot 26, (+/- 1.24 acres) and Lot 27 (+/- 1.16 acres) of Uptown Village Subdivision. The plat dedicates various public utility easements to serve the newly combined lots. The new lots will not be allowed direct access onto SW Regional Airport Boulevard. The plat dedicates a 20-foot cross-access easement to provide both lots with access. This lot split is in association with LSD21-0035 Slim Chicken that will appear on the next PC agenda.

12. Lot Split: Lots 1 & 2 of Helping Hands Addition, Helping Hands, Inc., SW 28th Street and SW D Street, C-2, General Commercial, *LS21-0034.*

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Tract A creating new Lot 1, (+/- 2.23 acres) and Lot 2 (+/- 7.52 acres) of Uptown Village Subdivision. The plat dedicates various public utility easements to serve the newly created lots. The plat dedicates additional right-of-way along SW D Street to meet the requirements of the Master Street Plan.

13. Property Line Adjustment: Lot 45 & 46 of Lucas Subdivision, Suroeste 14, LLC, 1400 SW I Street, C-2, General Commercial, & A-1, Agricultural, *PLA21-0020.*

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Lots 1-20 of Lucas Subdivision, creating new Lot 45, (+/- 11.51 acres) and 46 (+/- 12.95 acres) of Lucas Subdivision. The plat dedicates utility and access easements of varying widths.

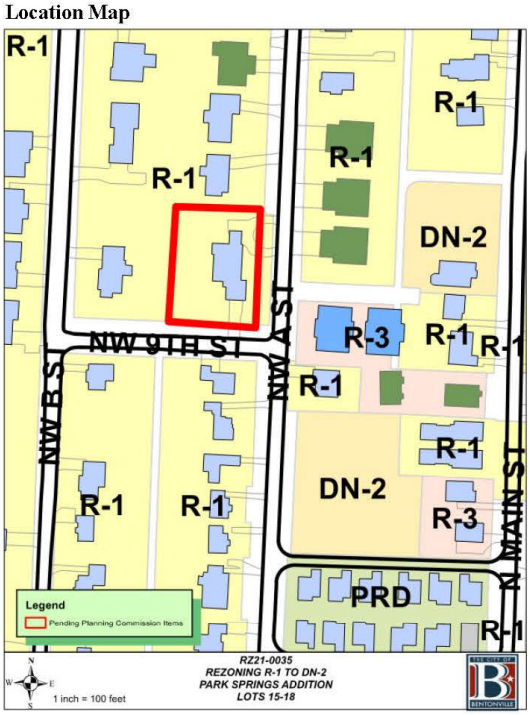
Constellation Properties, LLC

903 NW A Street
PC Date: 7/6/2021
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0035
Applicant / Current Owner	Constellation Properties, LLC
Site Area	+/- 0.62 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 903 NW A Street. The property is currently zoned R-1, Single Family Residential. Surrounding zoning districts are R-1 Single Family Residential to the north, south, and west, and R-3 Medium-High Density Multifamily Residential to the east.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Medium-Density Residential. Medium-Density Residential areas typically include townhouses or duplex residential properties. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

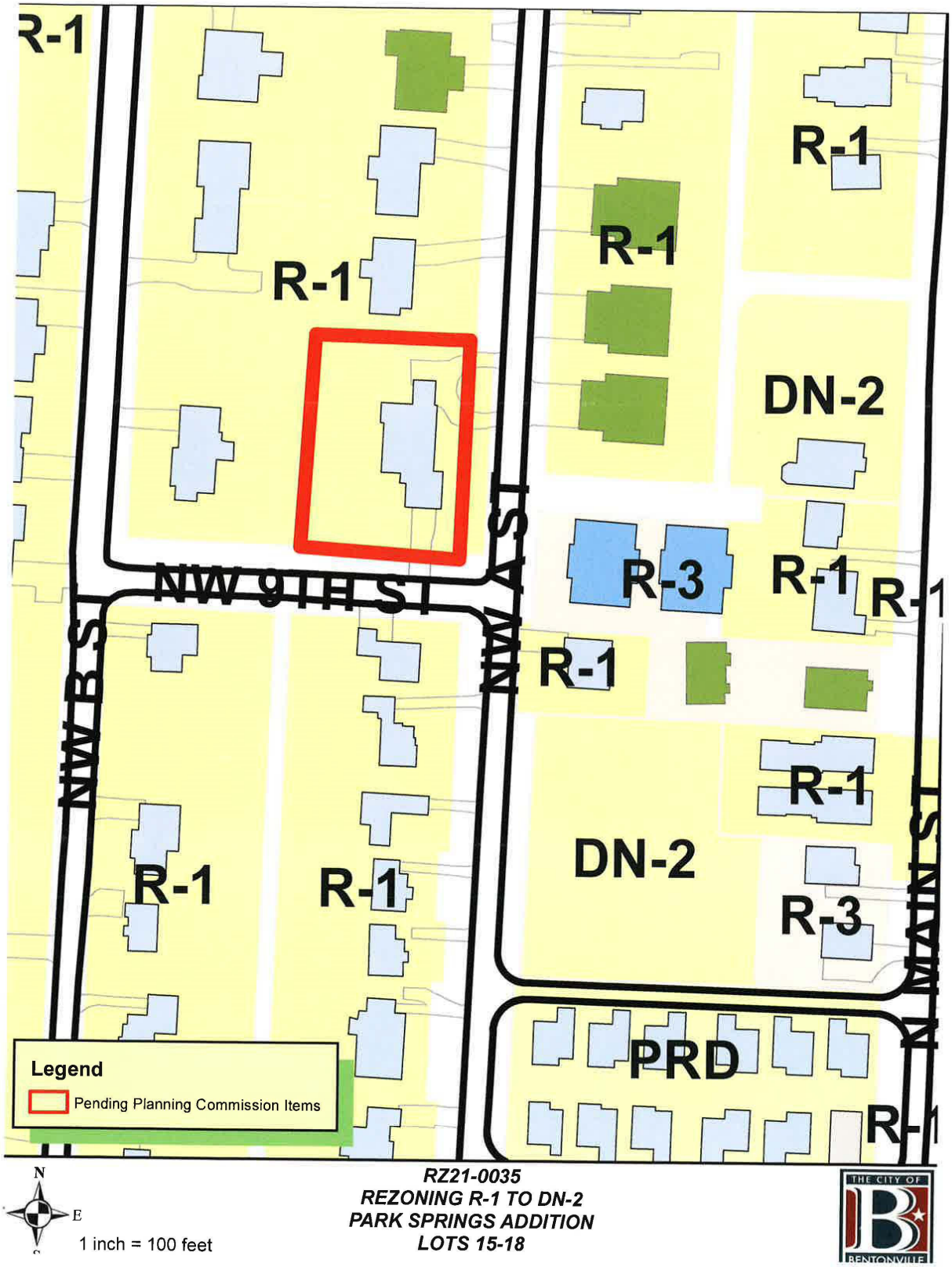
The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Land Use Plan. This area is intended to highlight reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 44).

Public Comment
Staff has received public comments regarding this rezoning request.

Analysis
The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the surrounding area.

Conclusion
This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses. Staff recommends approval of the rezoning request.


R-1
R-1
R-1
R-1
DN-2
R-3
R-1
R-1
NW 9TH ST
NW A ST
NW B ST
R-1
R-1
R-1
DN-2
R-3
MAIN ST
PRD
R-1
Legend
Pending Planning Commission Items
N
E
1 inch = 100 feet
RZ21-0035
REZONING R-1 TO DN-2
PARK SPRINGS ADDITION
LOTS 15-18
THE CITY OF
BENTONVILLE

Constellation
Properties

May 21st, 2021

Bentonville Planning Commission
305 SW A Street
Bentonville, Arkansas 72712

RE: **Re-zone Request**
903 NW A Street
Bentonville, AR 72712
PID: 01-03659-000

Dear Planning Commission:

Thank you in advance for your time and assistance reviewing the re-zone request herein. The below narrative outlines the re-zone request, including required details, and addresses the narrative requirement for re-zone requests. Please do not hesitate to contact us with questions. We look forward to working with you.

Ownership information

- Owner: Constellation Properties, LLC

Current and Proposed Zoning

- The current zoning is R-1
- The proposed zoning is DN-2 (end of block/corner of NW A and West 9th street

Reason for Re-zone

The subject property is a .62 acre parcel and currently includes an outdated single family detached home. The owner's intent is to re-zone the property to DN-2 in order to increase the density to more closely align with the future land use plan and highest and best use for the property. The property is located on the corner of NW A Street and NW 9th Street; there are existing R-3 and DN-2 parcels located across NW A Street and substantial re-development is occurring throughout the area.

Additionally, the proposed zoning change (a) best aligns with future land use goals of DN-2 medium-density residential per Bentonville's Community Plan (2018) for "downtown intensification" (Fig. 1.1); simultaneously the re-zone enables a smooth, diversified housing transition from larger lot single family homes to increased density on a main thoroughfare (A Street) as stated in the Bentonville Community Plan and Future Land Use plans respectively.

Given the property's corner lot location on a major collector street, close proximity to arterial roads and the Bentonville Square, we envision a single-family community that is comfortable for it's residents, beautiful for passers-by and accretive to the overall fabric of the neighborhood – all aligned with Bentonville's design standards and future vision for the area.

Water and Sewer:
Both water and sewer are available directly at the property. Water is currently being fed from a 6" AC line on NW 9th st. Sewer is being fed from a 6" PVC pipe located on the SW corner of the property. Additionally there is a 12" ductile iron water main on the east side of A Street. There is a manhole at the SW corner of the subject property.

With that said, we would like to thank you again for your time and consideration in this matter. Should you have questions or need additional information, please do not hesitate to contact my office directly.

Best Regards,



Aaron Wilkerson

(479) 531-4114
Aaron.Wilkerson@constellationprops.com
www.constellationprops.com



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ21-0035).

WHEREAS, Constellation Properties, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lot's 15, 16, 17, 18 Park Springs Addition to Bentonville, Benton County, AR, recorded in the Benton County Clerk's Office, Bentonville, Arkansas.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 6, 2021 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

REZONING STAFF REPORT

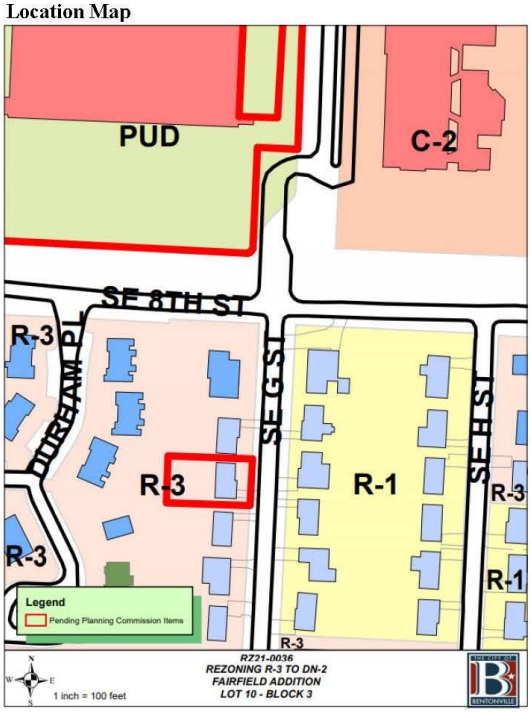
Ray Residential Homes, LLC

806 SE G Street
PC Date: 7/6/2021
Reviewer: Jon Stanley, Senior Planner, APA, ASLA

Project Number	RZ21-0036
Applicant / Current Owner	Ray Residential Homes , LLC
Site Area	+/- .25 acres
Current Zoning	R-3, Medium Density Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 806 SE G Street. The property is currently zoned R-3, Medium-High Density Multi-Family Residential. Surrounding zoning districts are R-3, Medium Density Residential to the north, south, and west, and R-1, Single-Family Residential to the east. The Future Land Use Map depicts all surrounding properties as Medium-Density Residential

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Medium-Density Residential. Medium-Density Residential areas typically include townhouses or duplex residential properties. These areas are found both near downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

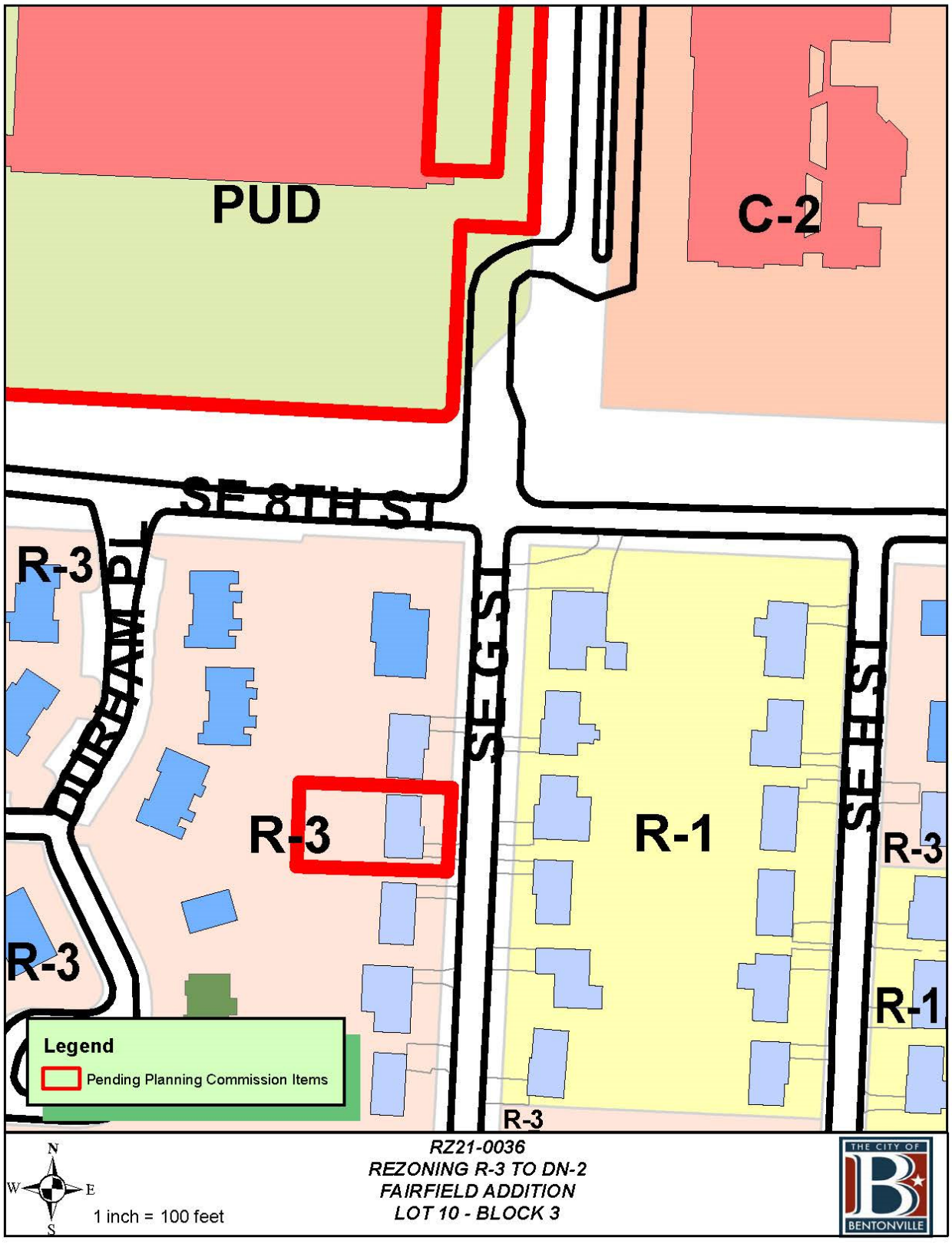
The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Community Plan. This area is intended to highlight reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 46).

Public Comment
Staff HAS NOT received public comment on this request.

Analysis
The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the surrounding area.

Conclusion
The Future Land Use Plan, the Downtown Neighborhood Subarea Plan, and the zoning of properties within the vicinity all lend credence to this rezoning request. Staff recommends approval.


PUD
C-2
SE 8TH ST
R-3
DURHAM PL
SE G ST
SE E ST
R-3
R-1
R-3
R-3
R-1
R-3
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 100 feet
RZ21-0036
REZONING R-3 TO DN-2
FAIRFIELD ADDITION
LOT 10 - BLOCK 3
THE CITY OF
BENTONVILLE

Crafton Tull

901 N 47th Street, Suite 400
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

May 28, 2021

City of Bentonville
Office of Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Request – 806 SE G Street, Bentonville AR
Crafton Tull #1111100

Planning Staff,

The property in question, Parcel # 01-02566-000, is currently zoned R-3, Medium Density Residential. It is the request of our client to rezone this property to DN-2 Downtown Neighborhood. RAY Residential Homes, LLC intends to redevelop this parcel with a slightly higher unit count, and thus the need to alter the current zoning. The current Land Use for this parcel is Medium Density Residential, and other zoning classifications in the area include DN-2, R-1, R-E, and PRD. At this time, there are no specific plans for the development. However, pending the outcome of the rezoning, site concept plans and potential Large Scale Development applications will be forthcoming.

We appreciate your consideration of this rezoning request, and look forward to discussing this with City staff and commission.

Thank you,

[redacted]

Barry R. Williams, ASLA
Project Manager

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-3, MEDIUM DENSITY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ21-0036).

WHEREAS, Ray Residential Homes, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-3, Medium Density Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lot 10, Block 3, Fairfield Addition, Bentonville, Benton County, Arkansas, as shown by the recorded plat thereof, on file in plat Book O page 351. Subject to easements, right-of-ways, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 6, 2021 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-3, Medium Density Residential to DN-2, Downtown Medium-Density Residential.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of R-3, Medium Density Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

REZONING STAFF REPORT

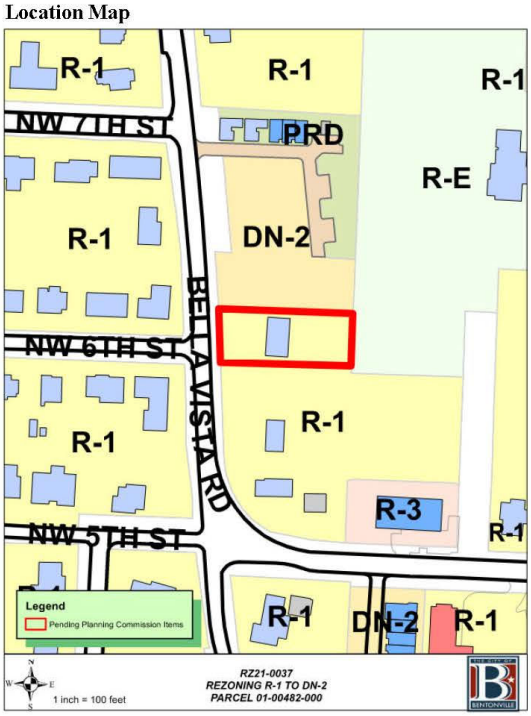
Baker

602 Bella Vista Road
PC Date: 7/6/2021
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0037
Applicant / Current Owner	Ray Residential, LLC
Site Area	+/- 0.39 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 602 Bella Vista Road. The property is currently zoned R-1, Single Family Residential. Surrounding zoning districts are DN-2, Downtown Medium-Density Residential to the north, R-E, Residential Estate to the east, and R-1 Single Family Residential to the south and west.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Medium-Density Residential. Medium-Density Residential areas typically include townhouses or duplex residential properties. These areas are found both near downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

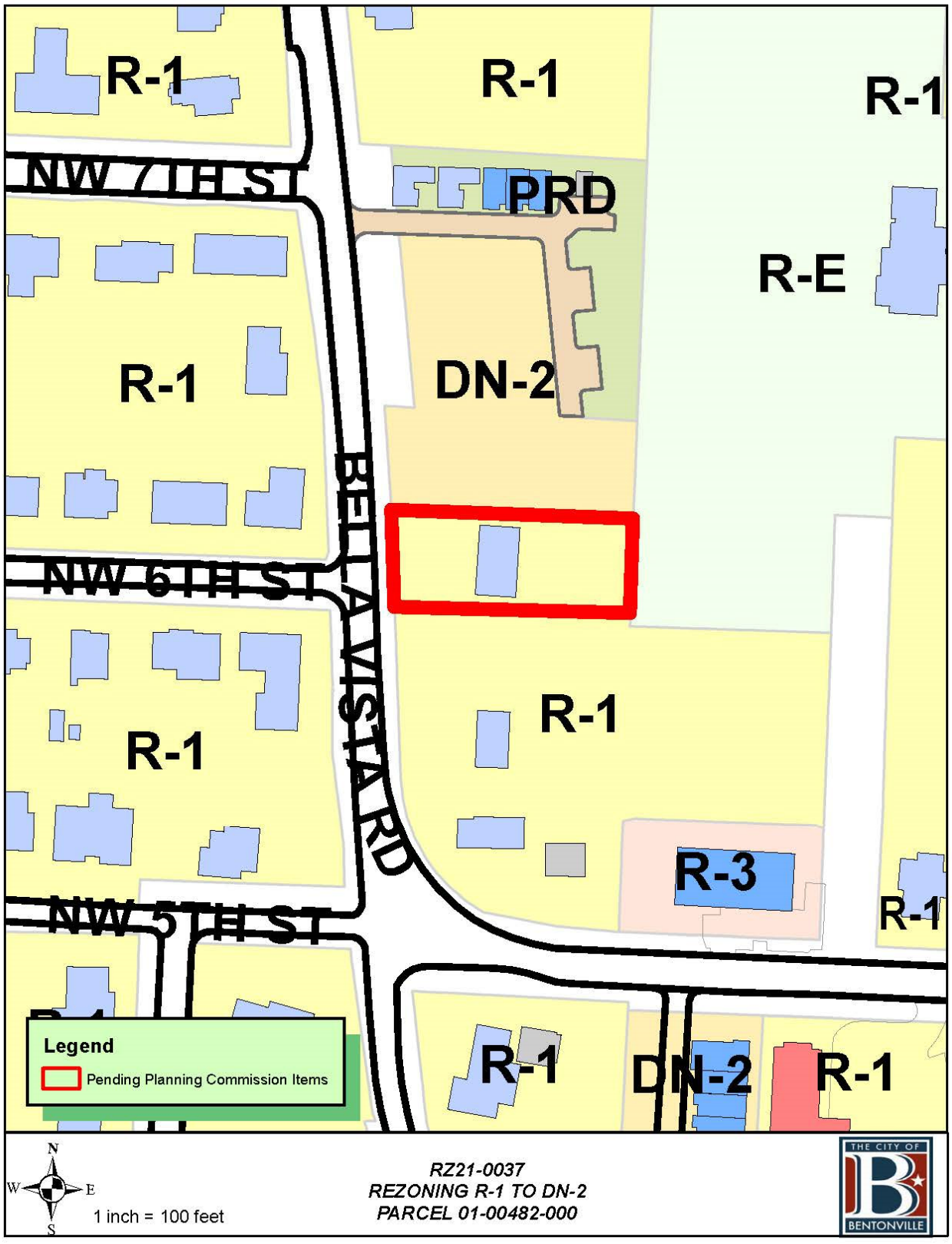
The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Land Use Plan. This area is intended to highlight reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 44).

Public Comment
Staff has received public comments regarding this rezoning request.

Analysis
The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the surrounding area.

Conclusion
This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses. Staff recommends approval of the rezoning request.


R-1
R-1
R-1
NW 7TH ST
PRD
R-E
R-1
DN-2
BELLA VISTA RD
NW 6TH ST
R-1
R-1
R-3
R-1
NW 5TH ST
Legend
Pending Planning Commission Items
R-1
DN-2
R-1
N
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E
S
1 inch = 100 feet
RZ21-0037
REZONING R-1 TO DN-2
PARCEL 01-00482-000
THE CITY OF
BENTONVILLE

Crafton Tull

901 N 47th Street, Suite 400
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

May 28, 2021

City of Bentonville
Office of Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Request - 602 Bella Vista Road, Bentonville AR
Crafton Tull #1111100

Planning Staff,

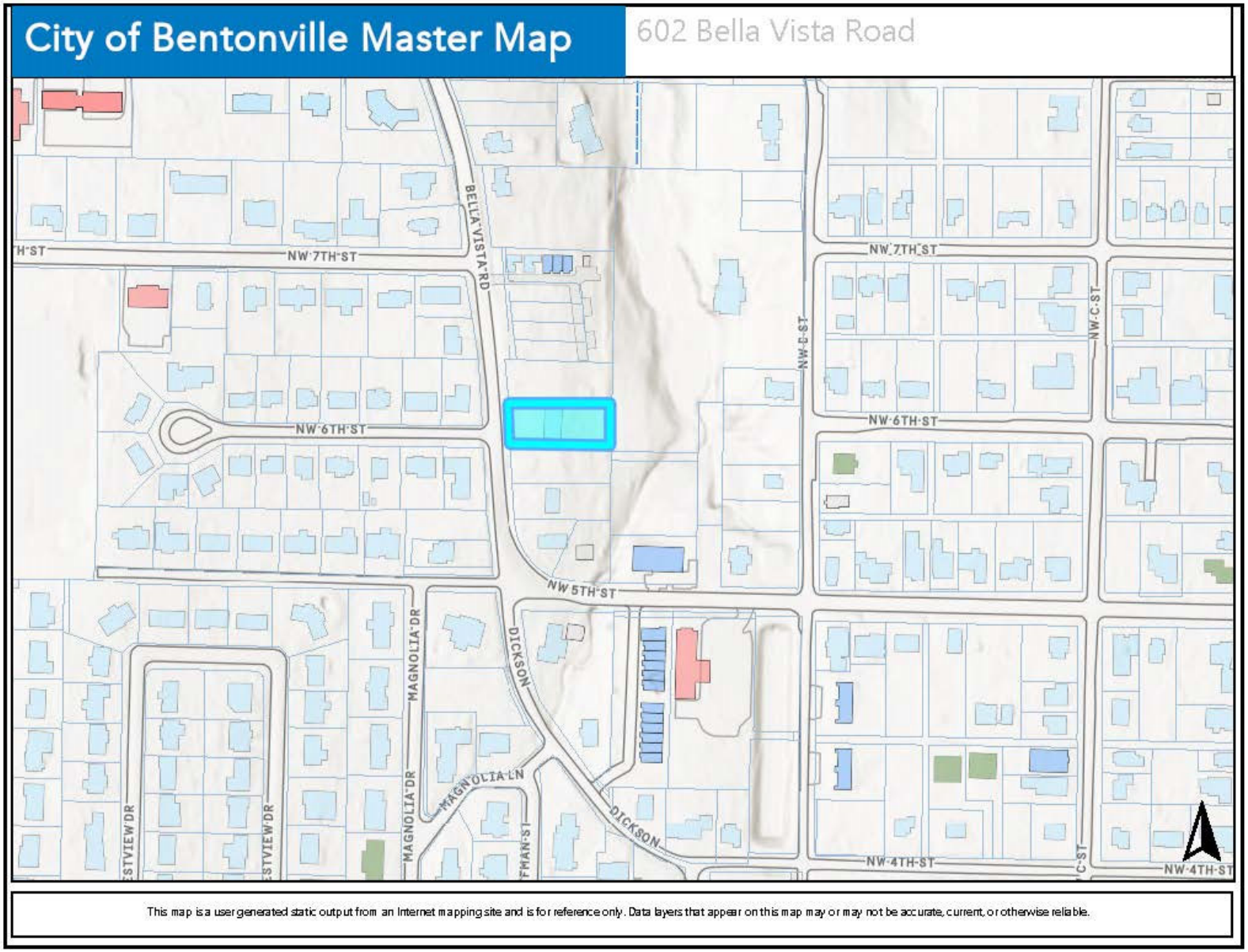
The property in question, Parcel # 01-00482-000, is currently zoned R-1, Single Family Residential. It is the request of our client to rezone this property to DN-2 Downtown Neighborhood. RAY Residential Homes, LLC intends to redevelop this parcel with a slightly higher unit count, and thus the need to alter the current zoning. The current Land Use for this parcel is Medium Density Residential, and other zoning classifications in the area include DN-2, R-1, R-E, and PRD. At this time, there are no specific plans for the development. However, pending the outcome of the rezoning, site concept plans and potential Large Scale Development applications will be forthcoming.

We appreciate your consideration of this rezoning request, and look forward to discussing this with City staff and commission.

Thank you,

[redacted]

Barry R. Williams, ASLA
Project Manager


City of Bentonville Master Map
602 Bella Vista Road
NW 7TH ST
BELLA VISTA RD
NW 6TH ST
NW 5TH ST
NW 4TH ST
MAGNOLIA DR
MAGNOLIA LN
DICKSON
NW B ST
NW C ST
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ21-0037).

WHEREAS, Baker duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

Part of the Fractional NE 1/4 of the SW 1/4 of Section 30, Township 20 North, Range 30 West, described as follows: Beginning at a point 82 1/2 feet South of the SE corner of Lot 37 of McAndrew and Jackson Addition to Bentonville, run thence South 82 1/2 feet; thence West 240 feet, more or less to Old Highway 100;thence N 02° 32' 27" W 83 feet, more or less with said highway to a point due West of the point of beginning; thence East 244 feet, more or less to the point of beginning.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 6, 2021 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

REZONING STAFF REPORT

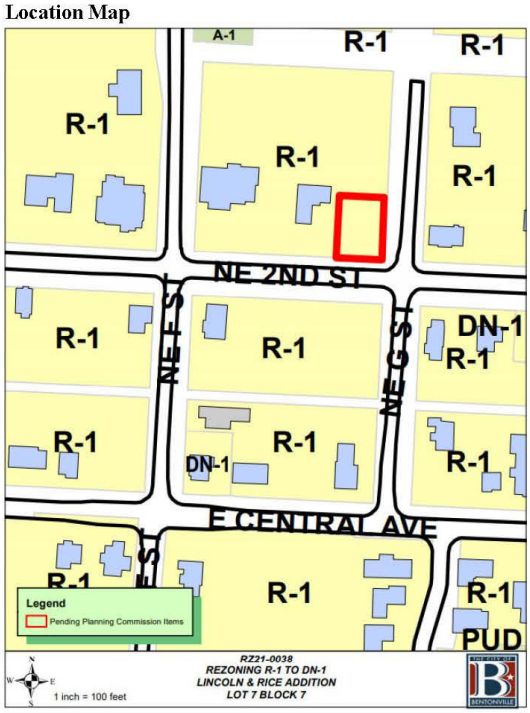
Walters (Ray Residential Homes, LLC)

NE 2nd Street and NE G Street
PC Date: 7/6/2021
Reviewer: Jon Stanley, Senior Planner, APA, ASLA

Project Number	RZ21-0038
Applicant / Current Owner	Lucinda Walters
Site Area	+/- .17 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-1, Downtown Low-Density Residential
Future Land Use Map Designation	Low Density Residential (LDR)

https://arcg.is/08HvK8

Location Map



Property Description
The subject property is located on the northwest corner of the intersection of NE 2nd and NE G Streets and is currently zoned R-1, Single-Family Residential. Adjacent zoning districts are all R-1, Single-Family Residential. The Future Land Use Map depicts this and all surrounding properties as Low-Density Residential. Both nearby properties at 826 NE 2nd Street and 701 E. Central Ave. are also zoned DN-1.

Relationship to the Bentonville Community Plan
The Future Land Use Map currently depicts this property as Low-Density Residential. These areas typically include detached single-family residential properties and amenities for residents, including neighborhood parks, places of worship, etc.

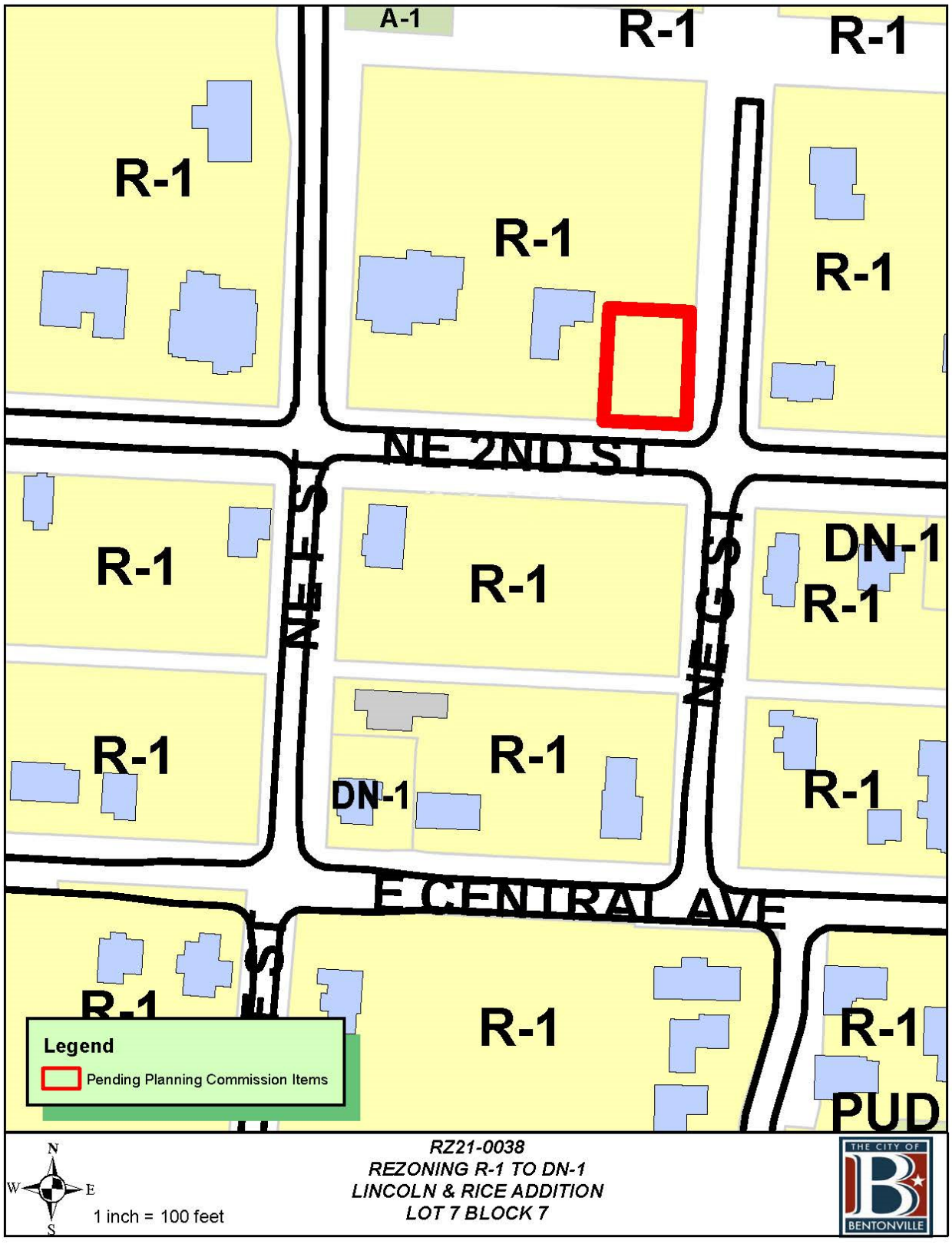
The Downtown Neighborhood Subarea Plan of the Bentonville Community Plan (pg. 135) depicts this property to be located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Community Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 46).

Public Comment
Staff HAS received public comment on this request. See attached.

Analysis
The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-1 zoning districts in the nearby surrounding area.

Conclusion
The Future Land Use Plan, the Downtown Neighborhood Subarea Plan, and the zoning of properties within the vicinity all lend credence to this rezoning request. Staff recommends approval.


A-1
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R-1
NE 2ND ST
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DN-1
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DN-1
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E CENTRAL AVE
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R-1
PUD
Legend
Pending Planning Commission Items
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1 inch = 100 feet
RZ21-0038
REZONING R-1 TO DN-1
LINCOLN & RICE ADDITION
LOT 7 BLOCK 7
THE CITY OF
BENTONVILLE

Crafton Tull

901 N 47th Street, Suite 400
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

May 28, 2021

City of Bentonville
Office of Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Request – NE 2nd Street and NE G Street, Bentonville AR
Crafton Tull #1111100

Planning Staff,

The property in question, Parcel # 01-00482-000, is currently zoned R-1, Single Family Residential. It is the request of our client to rezone this property to DN-1 Downtown Neighborhood 1. RAY Residential Homes, LLC intends to redevelop this parcel with a slightly higher square footage of usable space within the building, and thus the need to alter the current zoning. The current Land Use for this parcel is Low Density Residential, and other zoning classifications in the area include R-1, and DN-1. At this time, there are no specific plans for the development. However, pending the outcome of the rezoning, site concept plans and potential Large Scale Development applications will be forthcoming.

We appreciate your consideration of this rezoning request, and look forward to discussing this with City staff and commission.

Thank you,

[redacted]

Barry R. Williams, ASLA
Project Manager

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ21-0038).

WHEREAS, Walters Revocable Trust duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DN-1, Downtown Low-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lot 7, Block 7 of Lincoln & Rice Addition to Bentonville, Benton County, Arkansas, as shown on plat filed under Book 2015 and Page 387, recorded in the Benton County Clerk's Office, Bentonville, Arkansas.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 6, 2021 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to DN-1, Downtown Low-Density Residential.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to DN-1, Downtown Low-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

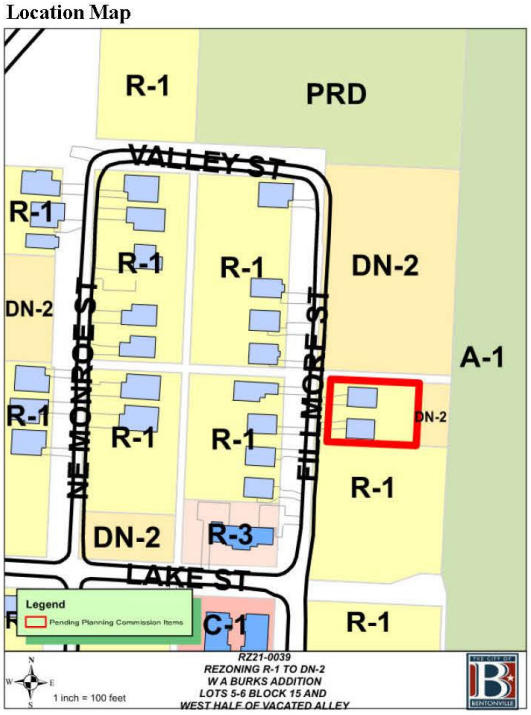
Square District Properties, LLC

1206 & 1208 Fillmore Street
PC Date: 7/6/2021
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0039
Applicant / Current Owner	Square District Properties, LLC
Site Area	+/- 0.36 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 1206 and 1208 Fillmore Street. The property is currently zoned R-1, Single Family Residential. Surrounding zoning districts are DN-2, Downtown Medium-Density Residential to the north and east, and R-1 Single Family Residential to the south and west.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Medium-Density Residential. Medium-Density Residential areas typically include townhouses or duplex residential properties. These areas are found both near downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

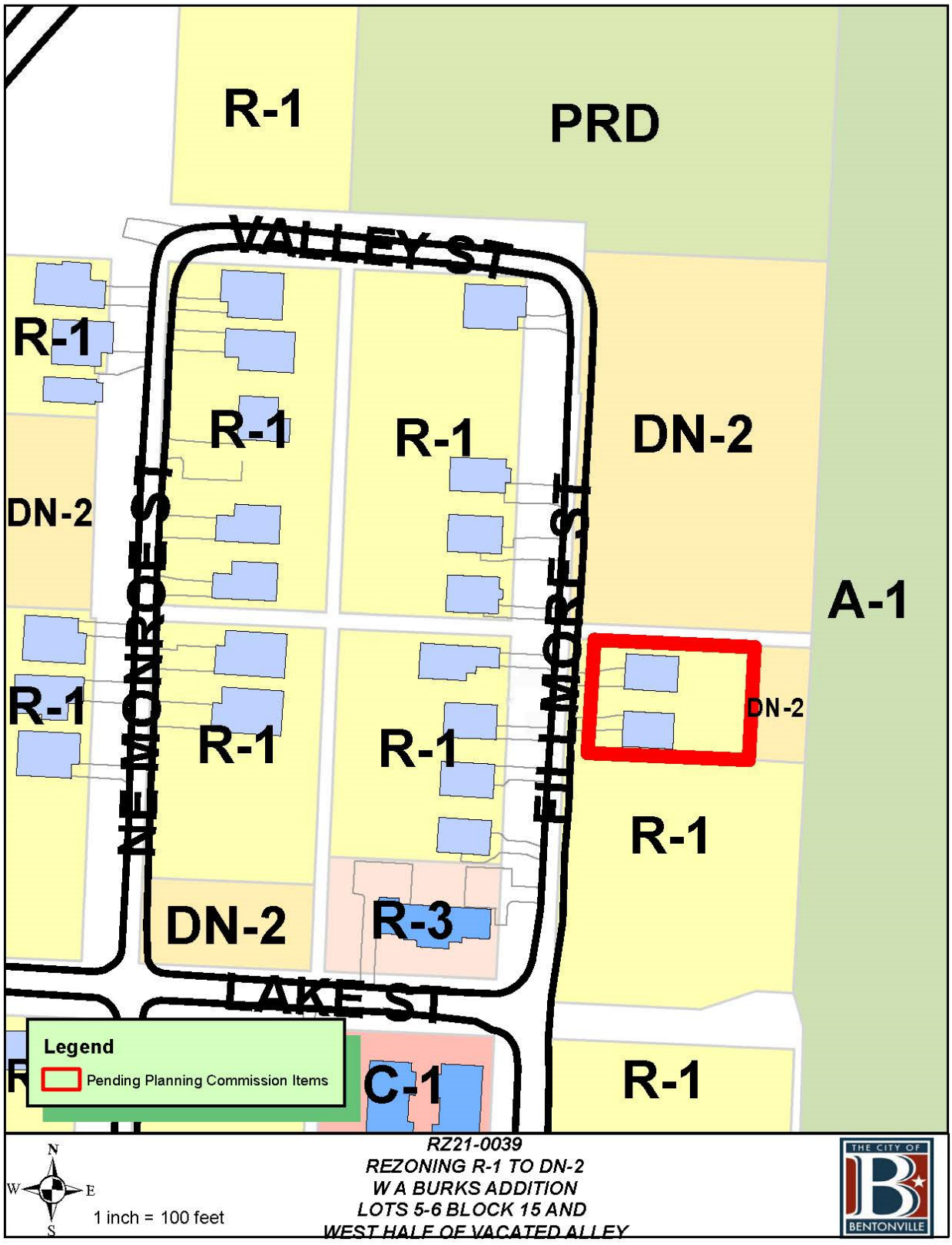
The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Land Use Plan. This area is intended to highlight reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 44).

Public Comment
Staff has not received public comments regarding this rezoning request.

Analysis
The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the surrounding area.

Conclusion
This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses. Staff recommends approval of the rezoning request.


R-1
PRD
VALLEY ST
R-1
R-1
R-1
DN-2
DN-2
A-1
NE MONROE ST
NE MONROE ST
R-1
R-1
R-1
DN-2
R-1
DN-2
R-3
LAKE ST
Legend
Pending Planning Commission Items
C-1
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1 inch = 100 feet
RZ21-0039
REZONING R-1 TO DN-2
W A BURKS ADDITION
LOTS 5-6 BLOCK 15 AND
WEST HALF OF VACATED ALLEY
THE CITY OF
BENTONVILLE

REZONING APPLICATION NARRATIVE

This rezone request for Lots 5& 6 Also a part of vacated alley Block 15 W.A. Burks Addition Bentonville , AR . The current zoning designation is R-1 and the proposed designation is DN2.

Explanation: Owner Square District Properties, LLC. We request the rezone for future Downtown Medium Density Residential.

Reason: We want to be able to improve the features of the property.

Use: The zoning request will allow for medium density homes just like the current homes in the surrounding area.

Traffic: Changing toDN2 will not change the current traffic pattern already established.

Signage: No additional signage will be needed for this request.

Appearance: The new zoning request will not change the appearance of the homes built in this area.

Availability of water and sewer: The properties currently have water and sewer taps available.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ21-0039).

WHEREAS, Square District Properties, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lot's 5, 6 & West half of Vacated Alley, Block 15 of W A Burks Addition to Bentonville, Benton County, Arkansas, as shown on plat filed under Book A and Page's 81 & 119, recorded in the Benton County Clerk's Office, Bentonville, Arkansas.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 6, 2021 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

REZONING STAFF REPORT

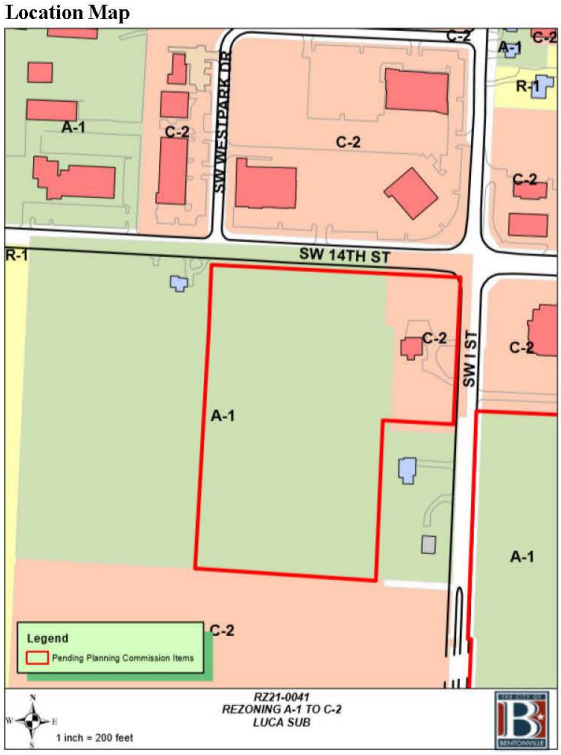
Suroeste 14, LLC

SW I Street & SW 14th Street
PC Date: 7/6/2021
Reviewer: Baylea Birchfield; Planning Tech

Project Number	RZ21-0041
Applicant / Current Owner	Suroeste 14, LLC
Site Area	+/- 10.84 acres
Current Zoning	A-1, Agricultural
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Medium Density Residential (MDR) and Commercial

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at SW I Street & SW 14th Street and is currently zoned A-1, Agricultural. Adjacent zoning districts are C-2, General Commercial to the north, east, and south, and R-1 to the west.

The request is to rezone 10.84 acres of parcel 01-03324-000 as the western tract will remain A-1 zoning. There is currently a Property Line Adjustment associated with this rezone (PLA21-0021-0020).

Relationship to the Bentonville Community Plan
The Future Land Use Map currently depicts this property as Medium – Density Residential and General Commercial. These areas typically include townhouses or duplex residential properties and uses that serve both nearby residents and those coming from other parts of the city or region.

The applicant has submitted a request to amend the Future Land Use Map from Medium-Density Residential to General Commercial on this tract, per the requirements of the Zoning and Land Use Alignment Policy.

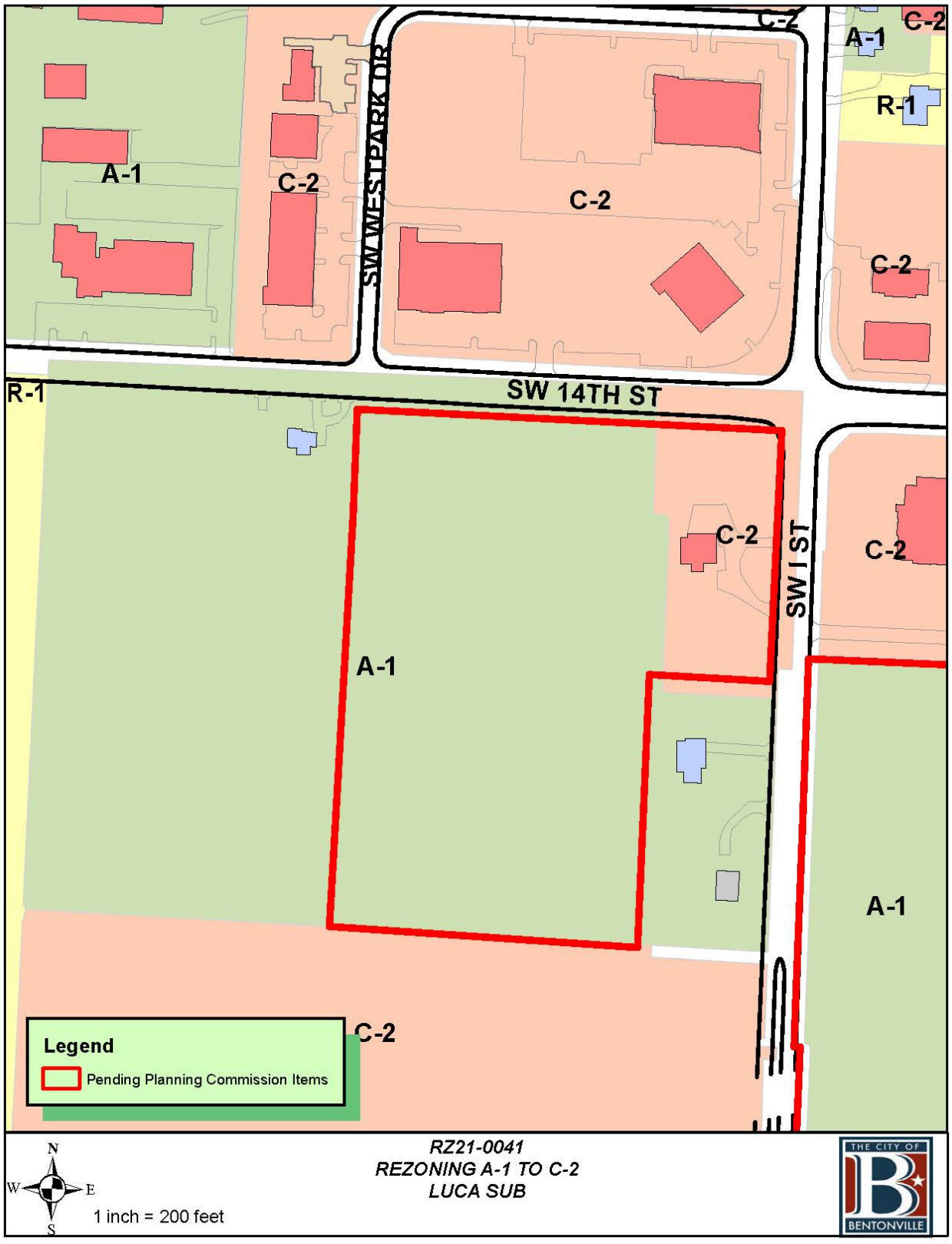
Public Comment
Staff has not received public comments regarding this rezoning request.

Analysis
Although the Future Land Use Plan depicts part of this parcel as Medium Density Residential, the northern part of the property along SW 14th Street and the land to the east are shown to be General Commercial in the land use plan.

The site's location at the intersection of two major arterials SW 14th Street and SW I Street suggests support for a more intense land use classification (General Commercial) or zoning district (C-2).

Conclusion
Planning staff has reviewed this rezoning and the Future Land Use request. Part of the land is not consistent with the Bentonville Community Plan; however, it is consistent with nearby zoning districts. In addition, if the Future Land Use Map amendment from Medium-Density Residential to General Commercial, this rezoning request will align with the Future Land Use Plan.

Staff recommends approval of the proposed Land Use Map Amendment and rezoning.


C-2
A-1
C-2
R-1
A-1
C-2
SW WEST PARK DR
C-2
C-2
R-1
SW 14TH ST
C-2
SW I ST
C-2
A-1
A-1
C-2
Legend
Pending Planning Commission Items
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RZ21-0041
REZONING A-1 TO C-2
LUCA SUB
THE CITY OF
BENTONVILLE

DocuSign Envelope ID: 8A029208-5911-4964-975B-E9C489FC246B

CEI Solutions for Land and Life

Civil Engineering, Landscape Architecture, Survey, Planning & Program Management

3108 SW Regency Parkway
Bentonville, AR 72712
Office: 479.273.9472
Toll-free: 1.800.433.4173
ceieng.com

May 28, 2021

City of Bentonville
Planning Dept.
305 SW A St.
Bentonville, AR 72712

RE: Suroeste 14, LLC / Lone Projects LLC Rezoning

Dear Planning Commission:

Please accept this narrative letter to accompany a formal request by Suroeste 14, LLC owner of real property located in the City of Bentonville, for consideration of rezoning for a portion of Benton County parcel 01-03324-000 from A-1, Agricultural District to C-2 General Commercial. The property is approximately 23.18 acres (less ARDOT right of way), but only 10.84 acres of this tract are proposed for rezoning. This rezoning request is accompanied by a property line adjustment adjusting the lot line between two adjacent tracts of land. As indicated on the accompanying PLA, the western tract (lot 45 being 11.54 acres) will remain A-1 zoning.

For consistency of zoning and property lines, the rezoning description also include the entirety of Benton County Parcel 01-03325-000 owned by Lone Project, LLC. That parcel is currently zoned C-2 but included in the overall description of property requested for rezoning to C-2. If rezoning is approved, the property is planned for development by the current owners.

Pending approval of this rezoning request, a proposed development plan will be submitted addressing details of construction. It will be consistent with the allowable uses under the current city of Bentonville zoning code for the proposed district. Zoning of the subject tract as C-2 General Commercial is generally consistent with the future land use map for this area. There is one single family residential property approximately 2 acres adjacent to the rezoning request that would require screening and buffering with any proposed commercial development plan. That property is shown on the future land use to be general commercial use.

Access to this development is provided by the adjacent arterial street being SW I Street and SW 14th Street (ARDOT Hwy 102). An increase of traffic can be expected from proposed development since the land is currently undeveloped, however; the adjoining arterial streets are fully developed and functional for conveyance of traffic. All necessary utilities for the proposed development are available on or by adjacent easement to the subject tract. An 8" water main and 8" sewer with manhole exist on the property.

Thank you for your time and consideration in this matter.

Respectfully submitted,
CEI Engineering Associates, Inc.

Nate Bachelor, PE
Project Manager

DocuSign Envelope ID: 8A029208-5911-4964-975B-E9C489FC246B

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ceieng.com

May 28, 2021

City of Bentonville
Planning Dept.
305 SW A St.
Bentonville, AR 72712

RE: Suroeste 14, LLC General Plan Amendment

Dear Planning Commission:

Please accept this narrative letter to satisfy the requirements of Ordinance 2021-94 regarding rezoning requests when such request is inconsistent with the future land use plan map. On behalf of Suroeste 14, LLC, CEI has submitted a request for rezoning and accompanying property line adjustment of two parcels of land (01-03324-000 & 01-3325-000) requesting C-2 zoning where the future land use plan map shows the southern portion of land as Medium Density Residential. The northern part of the property along SW 14th Street is shown on the future land use plan to be General Commercial, consistent with the requested rezoning. It should be noted that the land to the south is currently zoned C-2 General Commercial and the land to the east is zoned A-1 but shown on the land use plan as General Commercial.

If the commission finds the rezoning request in keeping with the highest and best use of the land, we also ask for the land use plan to be amended to reflect General Commercial use for consistency with that zoning.

Thank you for your time and consideration in this matter.

Respectfully submitted,
CEI Engineering Associates, Inc.

Nate Bachelor, PE
Project Manager

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM MEDIUM-DENSITY RESIDENTIAL TO GENERAL COMMERCIAL. (PROJECT NUMBER: RZ21-0041).

WHEREAS, Suroeste 14, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of Medium-Density Residential to General Commercial, which property is described as follows:

A part of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section 1, Township 19 North, Range 31 West, and part of Lots 11 – 30 and Tracts 2 & 3, Lucas Subdivision to the City of Bentonville according to Plat book A, page 171 in the public records of Benton County, Arkansas, and being described by metes and bounds as follows: BEGINNING at a 1" pipe found at the southeast corner of said Tract 3; THENCE along the south boundary of said Tract 2 & 3, North 86°59'39" West, 526.07 feet to a 5/8" rebar capped LS #1618; THENCE leaving said south boundary, North 03°01'01" East, 915.59 feet to a 5/8" rebar capped LS #1618 set on the south right-of-way of SW 14th Street (AR Hwy 102) according to ARDOT Job #090138; THENCE along said right-of-way, the following four (4) calls:1. South 87°17'27" East, passing through a 1/2" rebar at a distance of 486.54 feet, continuing for a total distance of 621.18 feet to a 5/8" rebar capped LS # 1618;2. South 75°49'36" East, 51.02 feet to a 5/8" rebar capped LS # 1618;3. South 50°19'56" East, 40.28 feet to a 5/8" rebar capped LS # 1618;4. South 21°49'50" East, 18.42 feet to a 5/8" rebar capped LS # 1618; THENCE along the west right-of-way of SW I Street, the following three (3) calls:1. South 02°08'39" West, 161.06 feet to a 5/8" rebar capped LS # 1618;2. South 87°51'21" East, 7.12 feet to a 5/8" rebar capped LS # 1618;3. South 02°08'39" West, 228.11 feet to a 5/8" rebar capped LS # 1618; THENCE along the south boundary of aforementioned Lot 30, North 87°17'25" West, 203.21 feet to a 1" pipe found at the southwest corner of said Lot 30;THENCE along the east boundary of aforementioned Tract 3, South 02°25'23" West, 478.12 feet to the POINT OF BEGINNING containing 564,200 square feet or 12.95 acres, more or less; and

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 6, 2021 at Bentonville City Hall; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said future land use classification as presented on the property be changed.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present land use classification of Medium-Density Residential to General Commercial on the City of Bentonville Future Land Use Map.

Section 2: That this resolution shall be in full force and effect from and after the date of its passage.

PASSED AND APPROVED this _____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ21-0041).

WHEREAS, Suroeste 14, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

A part of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section 1, Township 19 North, Range 31 West, and part of Lots 11 – 30 and Tracts 2 & 3, Lucas Subdivision to the City of Bentonville according to Plat book A, page 171 in the public records of Benton County, Arkansas, and being described by metes and bounds as follows: BEGINNING at a 1" pipe found at the southeast corner of said Tract 3; THENCE along the south boundary of said Tract 2 & 3, North 86°59'39" West, 526.07 feet to a 5/8" rebar capped LS #1618; THENCE leaving said south boundary, North 03°01'01" East, 915.59 feet to a 5/8" rebar capped LS #1618 set on the south right-of-way of SW 14th Street (AR Hwy 102) according to ARDOT Job #090138; THENCE along said right-of-way, the following four (4) calls:1. South 87°17'27" East, passing through a 1/2" rebar at a distance of 486.54 feet, continuing for a total distance of 621.18 feet to a 5/8" rebar capped LS # 1618;2. South 75°49'36" East, 51.02 feet to a 5/8" rebar capped LS # 1618;3. South 50°19'56" East, 40.28 feet to a 5/8" rebar capped LS # 1618;4. South 21°49'50" East, 18.42 feet to a 5/8" rebar capped LS # 1618; THENCE along the west right-of-way of SW I Street, the following three (3) calls:1. South 02°08'39" West, 161.06 feet to a 5/8" rebar capped LS # 1618;2. South 87°51'21" East, 7.12 feet to a 5/8" rebar capped LS # 1618;3. South 02°08'39" West, 228.11 feet to a 5/8" rebar capped LS # 1618;THENCE along the south boundary of aforementioned Lot 30, North 87°17'25" West, 203.21 feet to a 1" pipe found at the southwest corner of said Lot 30;THENCE along the east boundary of aforementioned Tract 3, South 02°25'23" West, 478.12 feet to the POINT OF BEGINNING containing 564,200 square feet or 12.95 acres, more or less.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 6, 2021 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to C-2, General Commercial.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, Agricultural to C-2, General Commercial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
City Clerk

SOMO (South of Momentary Phase 2)

507 SE E Street
PC Date: 7/6/2021
Reviewer: Jon Stanley, Senior Planner, APA, ASLA

Project Number	PUD21-0001
Applicant / Current Owner	Crystal Bridges Museum of American Art 600 Museum Way Bentonville, AR 72712
Site Area	+/- 18.71 acres
Current Zoning	PUD, Planned Unit Development
Requested Zoning	PUD, Planned Unit Development
Future Land Use Map Designation	Public/Semi-Public and Downtown Commercial

https://arcg.is/08HvK8

Location Map



Property Description
A Planned Unit Development containing the existing Momentary Development and future phases of development to the south. Phase 1 included a parking garage to service the Momentary and future phases of development. Phase 2 will include a multi-family housing development with 50 residential units and a small art gallery for the benefit of the artists in the building. The housing development will be sited directly adjacent to the north and east sides of the garage, essentially 'wrapping' the garage structure and concealing it from view.

Adjacent zonings are C-2, General Commercial, to the north and east; R-3, Medium-Density Residential, R-1, Single-Family Residential, and R-O, Residential Office, to the south; and D-E, Downtown Edge, and R-3, Medium-High Density Multifamily Residential, to the west.

The design of the multi-family housing development will complement the existing Market District neighborhood developments, including the Momentary. Potential materials include concealed-fastener, corrugated architectural metal wall panels

As phasing and design details materialize, this PUD shall be amended accordingly. Major amendments to the PUD shall require additional Planning Commission review and approval.

Relationship to the General Plan
The Future Land Use Plan currently depicts this property as Public and Downtown Commercial. Downtown Commercial Areas typically include mixed-use developments with a focus on design character and pedestrian access. Uses within this land use category typically have a high volume of pedestrian oriented traffic.

Public Comment
Staff HAS NOT received public comment on the proposed action.

Conclusion
Because the proposed planned unit development is compatible with existing and future surrounding land uses, staff recommends approval of the proposed rezoning.


SE 5TH ST
SE 8TH ST
Legend
Pending Planning Commission Items
N
W
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S
1 inch = 150 feet
PUD21-0001
PLANNED UNIT DEVELOPMENT
SOMO PHASE 2
701 SE 8TH ST
THE CITY OF
BENTONVILLE

3617 Exposition Blvd
LA CA 90016
1 310 656 3180
kevindalyarchitects.com

SOMO (South of Momentary)

Owner

Crystal Bridges Museum of
American Art,
Rod Bigelow
Executive Director, Chief Diversity Officer
600 Museum Way
Bentonville, AR 72712
Rod.Bigelow@crystalbridges.org
479-418-5700

Property Information

Address:
507 SE E Street

Parcels:
01-03600-000, 01-03605-001, 01-03606-000, 01-17772-000, 01-17771-000, 01-03604-000, 01-00694-001, 01-03605-000, 01-03603-000, 01-03601-000, 01-03608-001

Acreage:
TOTAL: 817,375 SF or 18.76 ACRES.

Project Information

Current Zoning:
PUD

Proposed Zoning:
PUD

Proposed Land Use:
Commercial
Residential

Applicant/Representative

CEI Engineering Associates
Nate Bachelor, PE
Direct: 479-254-1591
Email: nbachelor@ceieng.com

1. Planned Unit Development Intent

The Momentary and Crystal Bridges Museum of American Art (CBMAA) propose this project as a new Planned Unit Development (PUD) to the City of Bentonville. Kevin Daly Architects, CEI, and WallaceEngineering are pleased to submit this proposal.

Reason for requesting zoning change:
The Momentary project adapted the decommissioned Kraft Foods plant into a facility dedicated to the exploration of the visual and performing arts. Now, the Momentary plans to expand towards the south in a series of phases that will incorporate parking facilities, multi-family housing, Momentary program expansion, and mixed-use facilities. There is no current zoning designation that would allow this mix of programs on a single site.

According to the Bentonville Zoning Code notes that the purpose of the PUD district is to "establish a mechanism for a person to propose a commercial, industrial or residential mixed use development that is innovative but which does not strictly comply with the provisions of the zone in which the property is located and cannot be achieved through traditional zoning." We believe that the Momentary expansion is a perfect candidate for a PUD given the unusual nature of the site, the variety of program and uses that are being planned, and the location of the property within the city's strategically-planned Market District development area.

The intent of the project is to provide an environment of stable character in harmony with the surrounding development, and a creative approach to the use of land and related physical development. The Momentary expansion provides common open space for recreational activities for the neighboring residential areas.

How the property will relate to surrounding properties:
The developed property will better relate to and strengthen Bentonville's emerging Market District. This project is an expansion of the concept of the Momentary and the neighboring Eighth Street Market projects. The Momentary has already extended the Razorback Greenway bike trail into it's property, and this expansion will continue to include pedestrian and cyclist circulation paths that weave into the existing community infrastructure. The Momentary Expansion will further enhance the city's strategically-planned Market District development.

2. Description of Land Uses

The Momentary Expansion (including the existing Momentary property) consists of 18.76 acres. The property extends from 8th Street to 5th Street and Town Branch Creek, and from E street to G Street and Eighth Street Market. The project is designed with a series of fire lanes that provide fire truck access to all buildings.

Existing / In Progress: The Momentary was permitted under a museum use.

3617 Exposition Blvd
LA CA 90016
1 310 656 3180
kevindalyarchitects.com

SOMO (South of Momentary)

PUD Phase 1: Phase 1 construction includes a parking facility that will serve the existing Momentary building and site, as well as the future multi-family housing and mixed use projects planned in future phases.

PUD Phase 2: Phase 2 will include a multi-family housing development with 50 residential units and a small art gallery for the benefit of the artists in the building.. The housing development will be sited directly adjacent to the north and east sides of the garage, essentially 'wrapping' the garage structure and concealing it from view.

Future Phases: Future Phases include multi-family housing, mixed use development, and Momentary expansion(s) museum/assembly use.

3. Description of Compliance with PUD Criteria

SEC 401.10-a Description and Purpose of PUD Districts: Written Description is provided.

SEC 401.10-b Minimum District Area: The Momentary Expansion (including the existing Momentary property) consist of 18.76 acres. This meets the required minimum of 10 acres.

SEC 401.10-c Zoning and Master Site Plan: A detailed site plan will be provided for approval. Site plans will be modified at each phase of development.

SEC 401.10-d Permitted Use: Phase 1 use will be a parking garage. Phase 2 use will be a 50-unit multi-family housing development. Future Phases will include multi-family housing, museum/assembly use, and mixed-use development.

SEC 401.10-e Density Requirements for PUD Districts: Written Description is provided. PUD density to be updated during future phases.

SEC 401.10-f Modification of Development Standards: Written Description is provided.

SEC 401.10-f-1 Modifications Permitted: The PUD district may allow the following zoning and development standards to be modified: density, building setbacks, height of building or structure, lot size, lot width, lot depth, landscaping, required off-street parking spaces in instances of mixed residential / commercial uses; and street widths. See attached PUD Written Description Provided for specifics.

SEC 401.10-f-2 Modifications Prohibited: The PUD district shall not allow the following development standards to be modified: sign requirements, grading and drainage, access management, outdoor lighting, screening, residential and commercial street light standards; and flood damage protection.

SEC 401.10-g-1 Development Criteria Open Space:

a. The Momentary has dedicated over 20% of the total project area to common open space.
b. The open space is distributed throughout the PUD district.
c. The open space is open to tenants and customers within the PUD and by the general public.

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LA CA 90016
1 310 656 3180
kevindalyarchitects.com

SOMO (South of Momentary)

SEC 401.10-g-2 Parking and Off Street Loading: Phase 1 of the project includes a parking garage that will satisfy parking requirements for the project.

SEC 401.10-g-3 PUD Districts Perimeter Requirements: Written Description of set-back and height requirements is provided.

SEC 401.10-g-4 PUD Districts Structural Design Standards: The developed property will better relate to and strengthen Bentonville's emerging Market District. This project is an expansion of the concept of the Momentary and the neighboring Eighth Street Market projects, and will incorporate a common architectural theme. The main entrance of the Phase 2 Residential development is oriented toward the adjoining street, will avoid unbroken building facades of more than 100 feet, will provide human scale features, will avoid unarticulated and monotonous building facades, and will provide a variety of building heights and varied roofline articulation.

3617 Exposition Blvd
LA CA 90016
1 310 656 3180
kevindalyarchitects.com

SOMO (South of Momentary)

4. Written Description of PUD

Total Acreage:	18.76 Acres
Density:	Total Acreage less Momentary Area, Phase 1 Parking Structure Area, and Future Phases: 18.76 Acres - 12.31 Acres = 6.45 Acres 50 Units (Phase 2)/6.45 Acres = 7.8 du/acre Additional Detail to be provided during future phases.
Building Height Max:	85' (height of existing Momentary building)
Overall Site Setbacks:	
E Street	16'
8th Street	50' minimum from OHE
G Street	7'
5th Street	20'
Side & Rear	0'

*Where easements exceed the setback, the easement becomes the setback.

Parking:

All Parking to be provided by Phase 1 Parking Structure

Garage:	597 spaces provided
Out of Garage:	6 spaces provided
Total:	603 spaces provided

Open Space:	5.5 Acres (29%)
Lot Coverage:	Further Detail to be Provided at Future Phases. Total Phases 1 + 2: 3.25 Acres (17%) Momentary: 1.30 Acres Phase 1: 1.61 Acres Phase 2: 0.34 Acres
Phasing:	Phase 1 to include a 597 space parking garage, utility infrastructure, paving, stormwater management, and grading. Phase 2 to include a 50-unit residential development, fire lane, paving, utility infrastructure to be extended from Phase 1, stormwater management to connect to Phase 1 stormwater/detention pond, and grading. Future phases by individual permit as needed.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF PUD, PLANNED UNIT DEVELOPMENT TO PUD, PLANNED UNIT DEVELOPMENT (PROJECT NUMBER: PUD21-0001).

WHEREAS, Crystal Bridges Museum of American Art duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of PUD, Planned Unit Development to PUD, Planned Unit Development to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lot 1 of Momentary Addition, City of Bentonville, Benton County, Arkansas per Plat L202031606; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 6, 2021 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of PUD to PUD, Planned Unit Development.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of PUD to PUD, Planned Unit Development to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Consent Agenda Items

For Planning Commission meeting of July 6, 2021

Reviewer: Christian Togmus, Planning Intern

- At the Technical Review meeting held on June 29, 2021 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Lot Split: Lots 1, 2, 3, and 4 of Jones Addition, CHP, LLC, SW 5th Street and SW D Street, DN-2, Downtown Medium Density Residential, *LS21-0002*

A lot split of existing Lot 4 of Elzey's Addition and existing Lot 9 of Gilmore's Addition creating new Lot 1, (+/- 0.17 acres) acres), Lot 2 (+/- 0.16 acres), Lot 3 (+/- 0.16 acres), and Lot 4 (+/- 0.37 acres) of Jones Addition. The plat dedicates various public utility easements to serve the newly created lots. Lots 1, 2 & 3 will not be allowed direct access to SW 5th Street. A private access easement shall be dedicated by separate document to provide each of these lots rear access. Lot 4 has access onto SW D Street.

(Please click on this link to access the vicinity map for this item: https://arcg.is/08HvK8)

Lot Split: Lots 1 & 2, Aviator Subdivision, ARIA Holdings, LLC, SW Regional Airport Boulevard, R-4, High-Density Multifamily Residential, *LS21-0031*

A Lot Split of unplatted section land creating new Lot 1, (+/- 2.82 acres) and Lot 2 (+/- 6.48 acres) of Aviator Subdivision. The plat dedicates various public utility easements to serve the newly created lots. Per the requirements of the Master Street Plan, the plat dedicates additional right-of-way for SW Regional Airport Boulevard and a new right-of-way for the extension of SW Chickadee Street to the southernmost property line. Access to both lots shall be achieved through a single ingress/egress point from either SW Regional Airport Boulevard or SW Chickadee Street. This lot split is in association with LSD21-0022, The Aviator Phase 2.

(Please click on this link to access the vicinity map for this item: https://arcg.is/08HvK8)

Lot Split: Lots 26 & 27 of Uptown Village Subdivision, Walmart Stores Inc., SW Regional Airport Boulevard, C-2, General Commercial, *LS21-0032*

A lot split of existing Lots 17, 18 & 19, creating new Lot 26, (+/- 1.24 acres) and Lot 27 (+/- 1.16 acres) of Uptown Village Subdivision. The plat dedicates various public utility easements to serve the newly combined lots. The new lots will not be allowed direct access onto SW Regional Airport Boulevard. The plat dedicates a 20-foot cross-access easement to provide both lots with access. This lot split is in association with LSD21-0035 Slim Chicken that will appear on the next PC agenda.

(Please click on this link to access the vicinity map for this item: https://arcg.is/08HvK8)

Lot Split: Lots 1 & 2 of Helping Hands Addition, Helping Hands Inc, SW 28th Street and SW D Street, C-2, General Commercial, *LS21-0034*

A property line adjustment of existing Tract A creating new Lot 1, (+/- 2.23 acres) and Lot 2 (+/- 7.52 acres) of Uptown Village Subdivision. The plat dedicates various public utility easements to serve the newly created lots. The plat dedicates additional right-of-way along SW D Street to meet the requirements of the Master Street Plan.

(Please click on this link to access the vicinity map for this item: https://arcg.is/08HvK8)

Property Line Adjustment: Lots 45 & 46 of Lucas Subdivision, Suroeste 14, LLC, 1400 SW I Street, A-1, Agricultural and C-2, General Commercial, *PLA21-0020*

A property line adjustment of existing Lots 1-20 of Lucas Subdivision, creating new Lot 45, (+/- 11.51 acres) and 46 (+/- 12.95 acres) of Lucas Subdivision. The plat dedicates utility and access easements of varying widths.

(Please click on this link to access the vicinity map for this item: https://arcg.is/08HvK8)


SW 4TH ST
SW GILMORE ALY
SW D ST
SW C ST
SW 5TH ST
SW 6TH ST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 100 feet
LS21-0002
LOT SPLIT
409 SW D ST
CREATING NEW SUB WITH LOTS 1-4
THE CITY OF
BENTONVILLE

LOT SPLIT
CREATING LOTS 1, 2, 3 & 4
JONES ADDITION
BENTONVILLE, ARKANSAS

CLIENT:

SURVEY NOTES:

1. Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate:
   Easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.
2. Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied the surveyor.
3. This plat represents a boundary survey of the parcels recorded in Deed Records, Book 2014 at Page 46327, Book 2014 at Page 46778, and Deed Book 2014 at Page 46787 in the Official Public Records of Benton County, Arkansas.
4. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
5. Basis of Bearings: NAD83, State Plane Grid Coordinates, Arkansas North Zone. Checking with Bentonville Control Monument No. 1.
6. This survey is valid only if the drawing includes the seal and signature of the surveyor.
7. This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats".
8. No abstract of title, nor title commitment, nor results of title searches were furnished the surveyor. There may exist other documents of record which would affect this parcel.
9. Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
10. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122
11. No attempt was made to show building setback lines graphically on the survey. Setback dimensions are based on the orientation of the building(s) to be constructed.
12. Subsurface and environmental conditions were not examined nor considered a part of this survey.
13. The locations of underground utilities as shown hereon are based on such above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.
14. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.
15. Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department.
16. Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.
17. Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.

SURVEY DESCRIPTION - JONES ADDITION:

Being all of Lot 4 and a part of Lot 5, Elzey's Subdivision, as shown at Plat Record C, Page 103, and all of Lot 9, Block 1, Gilmores Addition, as shown at Plat Book A, Page 37 and the West Half of any alley vacated per Ordinance XX-XX, all in the W½ of the NE¼ of Section 31, Township 20 North, Range 30 West, in the City of Bentonville, Benton County, Arkansas, being more particularly described as follows:

COMMENCING at a Found ½" Rebar, being the SW Corner of Lot 9, Block 1, Gilmores Addition per Plat Record C at Page 103, and the intersection of the East Right-of-Way of SW D St. and the North Right-of-Way of SW 5th St.; Thence along said East Right-of-Way of SW D St., North 02°22'25" East 202.06 feet to a Found ½" Rebar for the POINT OF BEGINNING; Thence departing said East Right-of-Way, South 87°26'42" East 165.14 feet to a Set ½" Rebar w/ Cap "AR1002" in the centerline of an Alley vacated per Ordinance XX-XX; Thence along said centerline of vacated alley, South 02°26'48" West 152.38 feet to a Set ½" Rebar w/ Cap "AR1002"; Thence North 87°40'08" West 1.25 feet to a Set ½" Rebar w/ Cap "AR1002"; Thence South 02°08'32" West 50.03 feet to a Set ½" Rebar w/ Cap "AR1002" in the North Right-of-Way of SW 5th St.; Thence North 87°22'41" West 177.99 feet to the POINT OF BEGINNING, containing 37,361 Square Feet or 0.86 Acres, more or less. Subject to any easements, covenants, restrictions or rights-of-way of record or fact.

CERTIFICATE OF OWNERSHIP:

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____ Name & Address _____

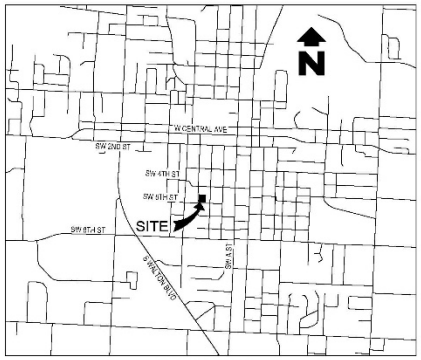
Signed: _____ Print Name: _____

State of Arkansas)
County of Benton
On this day before the undersigned, a Notary Public duly qualified and acting in and for the county and state aforesaid, personally appeared _____, satisfactorily proven to be the person(s) whose name(s) appear(s) as the Owner(s) in the foregoing instrument, and stated that he/she/all/they/ has/have executed the same for the consideration, uses and purposes therein stated.

In witness whereof, I hereunto set my hand and on this _____ day of _____, 20 ___.

_____
Notary Public

My commission expires: _____



VICINITY MAP
Scale: 1" = 2,000'

ATLAS PAGE # 403A

CERTIFICATE OF APPROVAL:

Pursuant to the Bentonville Land Development Code and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby under the authority of the said rules and regulations.

Date of Execution: _____

Signed: _____
Bentonville Community Development Director

Date of Execution: _____

Signed: _____
City Clerk

Date of Execution: _____

Signed: _____
Mayor

SURVEYOR'S CERTIFICATE:

I, C. Ed Gray, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Standards for Land Surveyors have been met.

Date of Execution: _____

_____
C. Ed Gray
Registered Land Surveyor
State of Arkansas
Registration No. 1002

SAND CREEK
Engineering and Land Surveying
Bentonville, Arkansas (479) 464-9282

CERTIFICATE OF AUTHORIZATION
SAND CREEK ENGINEERING AND LANDSCAPE ARCHITECTURE, INC.
ARKANSAS - ENGINEER
No. 385

REGISTERED
STATE OF ARKANSAS
No. 1002
SIGNATURE
C. ED GRAY
PROFESSIONAL LAND SURVEYOR

PARCEL 01-02501-000 (Per Deed 2014-46776):

Lot 4, Elzey's Subdivision, being part of the W½ of the NE¼ of Section 31, Township 20 North, Range 30 West, in the City of Bentonville, Benton County, Arkansas, as shown on Plat Record C at Page 103.

PARCEL 01-02502-000 (Per Deed 2014-46787):

Lot 5, Elzey's Subdivision, being part of the W½ of the NE¼ of Section 31, Township 20 North, Range 30 West, in the City of Bentonville, Benton County, Arkansas, as shown on Plat Record C at Page 103.

PARCEL 01-02703-000 (Per Deed 2014-46327):

Lot 9, Block 1, Gilmore Addition, Bentonville, Benton County, Arkansas.

SURVEY DESCRIPTION - LOT 1:

Being a part of Lot 5, Elzey's Subdivision, as shown at Plat Record C, Page 103, and being a part of Lot 9, Block 1, Gilmores Addition, as shown at Plat Book A, Page 37, all in the W½ of the NE¼ of Section 31, Township 20 North, Range 30 West, in the City of Bentonville, Benton County, Arkansas, being more particularly described as follows:

BEGINNING at a Found ½" Rebar, being the SW Corner of Lot 9, Block 1, Gilmores Addition, and the intersection of the East Right-of-Way of SW D St. and the North Right-of-Way of SW 5th St.; Thence along said East Right-of-Way of SW D St., North 02°22'25" East 114.00 feet to a Set ½" Rebar w/ Cap "AR1002"; Thence departing said East Right-of-Way, South 87°22'41" East 64.50 feet to a Set ½" Rebar w/ Cap "AR1002"; Thence South 02°22'25" West 114.00 Feet to a Set ½" Rebar w/ Cap "AR1002" on the North Right-of-Way of SW 5th St.; Thence along said North Right-of-Way of SW 5th St., North 87°22'41" West 64.50 feet to the POINT OF BEGINNING, containing 7,353 Square Feet or 0.17 Acres, more or less. Subject to any easements, covenants, restrictions or rights-of-way of record or fact.

SURVEY DESCRIPTION - LOT 2:

Being a part of Lot 5, Elzey's Subdivision, as shown at Plat Record C, Page 103, and being a part of Lot 9, Block 1, Gilmores Addition, as shown at Plat Book A, Page 37, all in the W½ of the NE¼ of Section 31, Township 20 North, Range 30 West, in the City of Bentonville, Benton County, Arkansas, being more particularly described as follows:

COMMENCING at a Found ½" Rebar, being the SW Corner of Lot 9, Block 1, Gilmores Addition, and the intersection of the East Right-of-Way of SW D St. and the North Right-of-Way of SW 5th St.; Thence along said North Right-of-Way of SW 5th St., South 87°22'41" East 64.50 feet to a Set ½" Rebar w/ Cap "AR1002" for the POINT OF BEGINNING; Thence departing said North Right-of-Way, North 02°22'25" East 114.00 feet to a Set ½" Rebar w/ Cap "AR1002"; Thence South 87°22'41" East 59.70 Feet to a Set ½" Rebar w/ Cap "AR1002"; Thence South 02°22'25" West 114.00 feet to a Set ½" Rebar w/ Cap "AR1002" on the North Right-of-Way of SW 5th St.; Thence along said North Right-of-Way of SW 5th St., North 87°22'41" West 59.70 feet to the POINT OF BEGINNING, containing 6,806 Square Feet or 0.16 Acres, more or less. Subject to any easements, covenants, restrictions or rights-of-way of record or fact.

SURVEY DESCRIPTION - LOT 3:

Being a part of Lot 5, Elzey's Subdivision, as shown at Plat Record C, Page 103, and being a part of Lot 9, Block 1, Gilmores Addition, as shown at Plat Book A, Page 37, and the West Half of any alley vacated per Ordinance XX-XX, all in the W½ of the NE¼ of Section 31, Township 20 North, Range 30 West, in the City of Bentonville, Benton County, Arkansas, being more particularly described as follows:

COMMENCING at a Found ½" Rebar, being the SW Corner of Lot 9, Block 1, Gilmores Addition, and the intersection of the East Right-of-Way of SW D St. and the North Right-of-Way of SW 5th St.; Thence along said North Right-of-Way of SW 5th St., South 87°22'41" East 124.20 feet to a Set ½" Rebar w/ Cap "AR1002" for the POINT OF BEGINNING; Thence departing said North Right-of-Way, North 02°22'25" East 114.00 feet to a Set ½" Rebar w/ Cap "AR1002"; Thence South 87°22'41" East 60.63 Feet to a Set ½" Rebar w/ Cap "AR1002" in the centerline of an Alley vacated per Ordinance XX-XX; Thence along said centerline of vacated alley, South 02°26'48" West 63.97 feet to a Set ½" Rebar w/ Cap "AR1002"; Thence North 87°40'08" West 1.25 feet to a Set ½" Rebar w/ Cap "AR1002"; Thence South 02°08'32" West 50.03 Feet to a Set ½" Rebar w/ Cap "AR1002" on the North Right-of-Way of SW 5th St.; Thence along said North Right-of-Way of SW 5th St., North 87°22'41" West 59.70 feet to the POINT OF BEGINNING, containing 6,670 Square Feet or 0.15 Acres, more or less. Subject to any easements, covenants, restrictions or rights-of-way of record or fact.

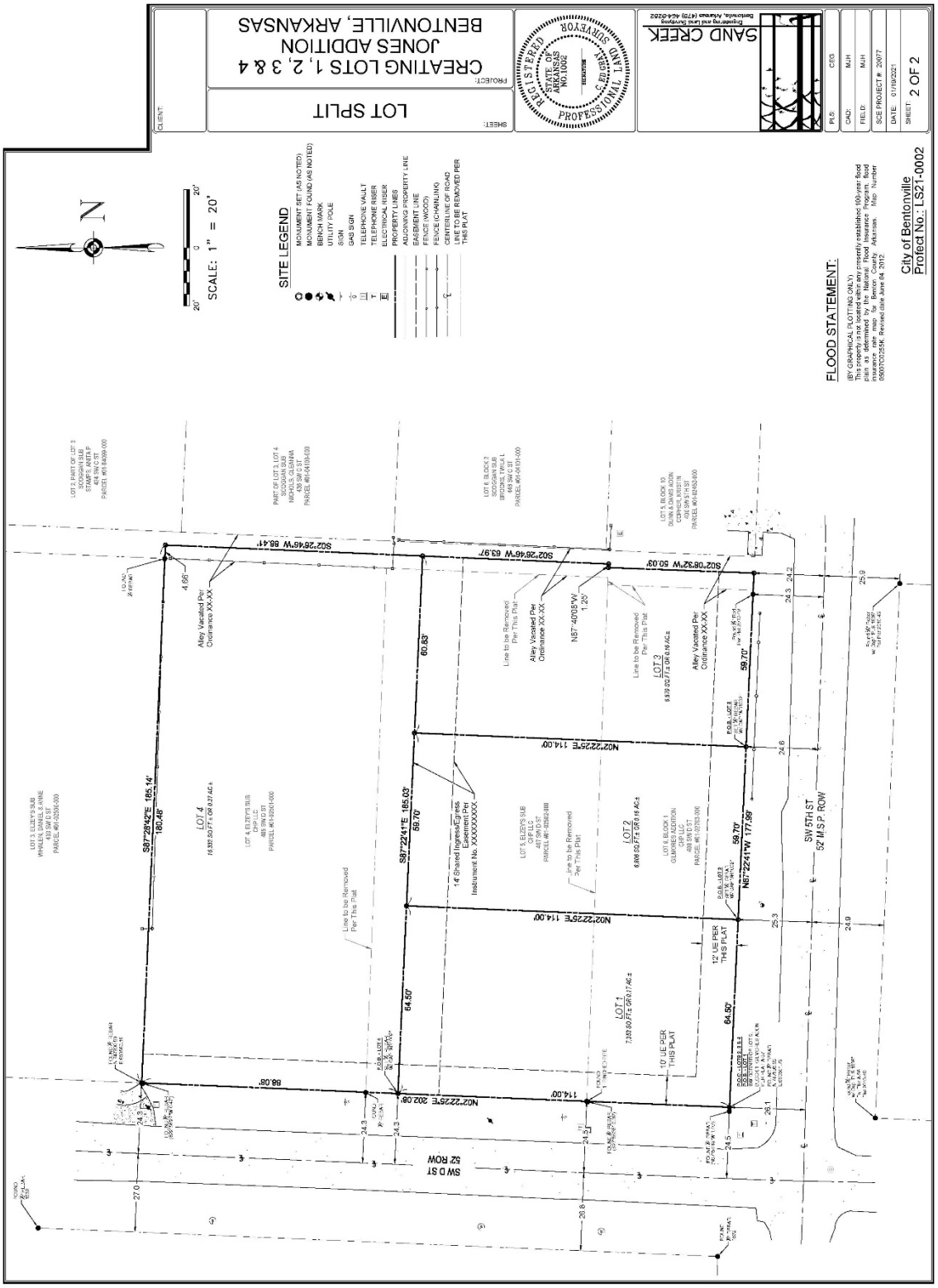
SURVEY DESCRIPTION - LOT 4:

Being all of Lot 4 and a part of Lot 5, Elzey's Subdivision, as shown at Plat Record C, Page 103, and the West Half of any alley vacated per Ordinance XX-XX, all in the W½ of the NE¼ of Section 31, Township 20 North, Range 30 West, in the City of Bentonville, Benton County, Arkansas, being more particularly described as follows:

COMMENCING at a Found ½" Rebar, being the SW Corner of Lot 9, Block 1, Gilmores Addition per Plat Record C at Page 103, and the intersection of the East Right-of-Way of SW D St. and the North Right-of-Way of SW 5th St.; Thence along said East Right-of-Way of SW D St., North 02°22'25" East 114.00 feet to a Set ½" Rebar w/ Cap "AR1002" for the POINT OF BEGINNING; Thence continuing along said East Right-of-Way, North 02°22'25" East 88.06 feet to a Found ½" Rebar; Thence South 87°26'42" East 165.14 Feet to a Set ½" Rebar w/ Cap "AR1002" in the centerline of an Alley vacated per Ordinance XX-XX; Thence along said centerline of vacated alley, South 02°26'48" West 88.41 feet to a Set ½" Rebar w/ Cap "AR1002"; Thence North 87°22'41" West 165.03 feet to the POINT OF BEGINNING, containing 16,332 Square Feet or 0.37 Acres, more or less. Subject to any easements, covenants, restrictions or rights-of-way of record or fact.

City of Bentonville
Profect No.: LS21-0002

~ 56 ~


CLIENT:
SHEET:
LOT SPLIT
PROJECT:
CREATING LOTS 1, 2, 3 & 4
JONES ADDITION
BENTONVILLE, ARKANSAS
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO.1002
SAND CREEK
Engineering and Land Surveying
Bentonville, Arkansas (479) 464-0202
PLS:
CEG
CAD:
MJH
FIELD:
MJH
SCE PROJECT #: 20077
DATE: 01/19/2021
SHEET: 2 OF 2
SITE LEGEND
MONUMENT SET (AS NOTED)
MONUMENT FOUND (AS NOTED)
BENCH MARK
UTILITY POLE
SIGN
GAS SIGN
TELEPHONE VAULT
TELEPHONE RISER
ELECTRICAL RISER
PROPERTY LINES
ADJOINING PROPERTY LINE
EASEMENT LINE
FENCE (WOOD)
FENCE (CHAINLINK)
CENTERLINE OF ROAD
LINE TO BE REMOVED PER THIS PLAT
SCALE: 1" = 20'
FLOOD STATEMENT:
(BY GRAPHICAL PLOTTING ONLY)
This property is not located within any property established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0255K. Revised date June 04, 2012.
City of Bentonville
Profect No.: LS21-0002
LOT 1
LOT 2
LOT 3
LOT 4
SW 5TH ST
52' M.S.P. ROW
SW D ST
52' ROW
N02°22'25"E 114.00'
N87°22'41"W 177.99'
S87°28'42"E 185.14'
S02°26'46"W 88.41'
S02°26'46"W 63.97'
S02°08'32"W 50.03'
N02°22'25"E 202.08'
N87°40'08"W 1.25'
14' Shared Ingress/Egress Easement Per Instrument No. XXXXXXXXX
Alley Vacated Per Ordinance XX-XX
Line to be Removed Per This Plat
12' UE PER THIS PLAT
10' UE PER THIS PLAT
60.83'
59.70'
64.50'
88.08'
114.00'
180.48'
4.66'

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1-4, JONES ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0002).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 1-4, Jones Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 6, 2021; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and,

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the lot split of Lots 1-4, Jones Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

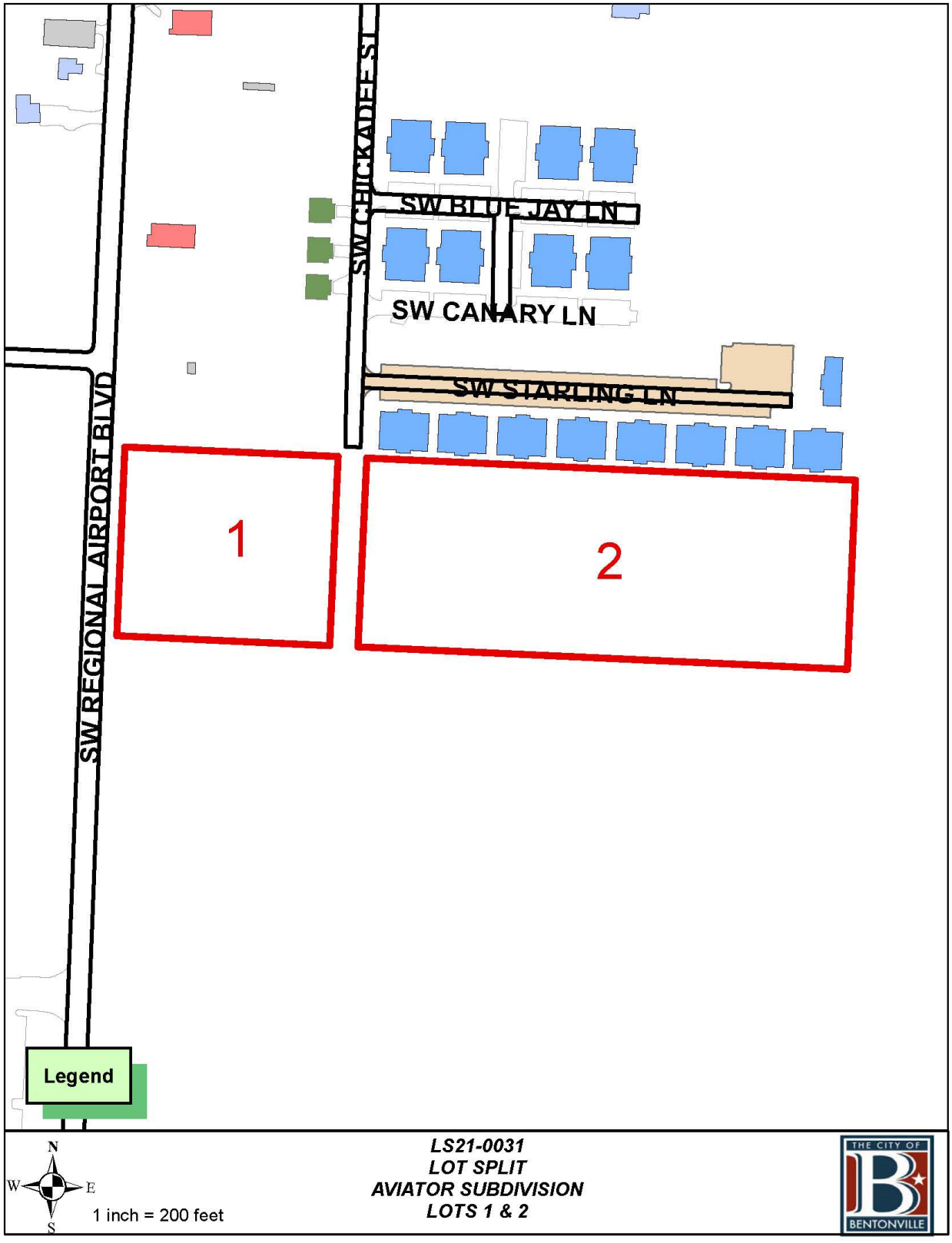
PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk


SW CHICKADEE ST
SW BLUE JAY LN
SW CANARY LN
SW STARLING LN
SW REGIONAL AIRPORT BLVD
1
2
Legend
N
W
E
S
1 inch = 200 feet
LS21-0031
LOT SPLIT
AVIATOR SUBDIVISION
LOTS 1 & 2
THE CITY OF
BENTONVILLE

LOT SPLIT CREATING
AVIATOR SUBDIVISION WITH LOTS 1 & 2

LEGAL DESCRIPTION - OVERALL:

A part of the NW1/4 of the NE1/4 of Section 20, T19N, R31W in Benton County, Arkansas and being described as follows: Beginning at the SW Corner of said NW1/4, NE1/4, said point being the POINT OF BEGINNING, thence N02°26'06"E 330.16 feet, thence S87°22'33"E 1,321.43 feet, thence S02°26'06"W 330.16 feet, thence N87°22'33"W 1,321.34 feet to the POINT OF BEGINNING: Containing 10.02 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION - LOT 1:

A part of the NW1/4 of the NE1/4 of Section 20, T19N, R31W in Benton County, Arkansas and being described as follows: Commencing at the SW Corner of said NW1/4, NE1/4, thence S87°22'33"E 40.00 feet to the POINT OF BEGINNING, thence N02°25'06"E 330.15 feet, thence S87°22'24"E 372.50 feet, thence S02°37'27"W 330.15 feet, thence N87°22'23"W 371.32 feet to the POINT OF BEGINNING, Containing 2.82 acres, more or less, subject to easements and right of ways of record.

LEGAL DESCRIPTION - LOT 2:

A part of the NW1/4 of the NE1/4 of Section 20, T19N, R31W in Benton County, Arkansas and being described as follows: Commencing at the SW Corner of said NW1/4, NE1/4, thence S87°22'33"E 466.32 feet to the POINT OF BEGINNING, thence N02°37'27"E 330.15 feet, thence S87°22'33"E 853.93 feet, thence S02°25'06"W 330.15 feet, thence N87°22'33"W 852.05 feet to the POINT OF BEGINNING, Containing 6.48 acres, more or less, subject to easements and right of ways of record.

NOTES:

1) ZONING = R-4 HIGH DENSITY RESIDENTIAL
2) PARCEL: 01-08207-000
3) EXISTING SW CHICKADEE ST.: 82' RIGHT-OF-WAY.
4) EXISTING AR HWY. 12: 80' RIGHT-OF-WAY.
5) ROTATION BASED ON ARKANSAS STATE PLANE GRID NORTH ZONE (NAD83).
6) BOUNDARY BASED ON SURVEY BY SATTERFIELD LAND SURVEYORS BOOK 2006 PAGE 1067.
7) THIS PROPERTY IS NOT AFFECTED BY THE 100 YEAR FLOOD PLAIN AS PER FIRM #05007C0235K DATED JUNE 5, 2012.
8) FRONT UTILITY EASEMENTS ARE RESERVED FOR CITY UTILITIES AND REAR EASEMENTS ARE RESERVED FOR GENERAL UTILITIES.
9) BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
10) OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
11) SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
12) THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
13) SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.

LINE TABLE		
LINE	LENGTH	BEARING
L1	8.00'	N02°37'27"E
L2	15.00'	S87°22'33"E
L3	8.00'	N02°37'27"E
L4	23.53'	S32°42'42"W
L5	28.36'	S87°22'33"E
L6	23.53'	S32°42'42"W
L7	37.45'	S87°22'33"E
L8	8.00'	N02°37'27"E
L9	15.00'	S87°22'33"E
L10	8.00'	N02°37'27"E
L11	8.00'	S32°37'27"W
L12	15.00'	S87°22'33"E
L13	8.00'	S32°37'27"W
L14	8.00'	S32°37'27"W
L15	15.00'	S87°22'33"E
L16	8.00'	S32°37'27"W
L17	15.79'	N42°22'33"W
L18	15.79'	N42°22'33"W
L19	28.53'	N02°37'27"E
L20	28.36'	S87°22'33"E
L21	14.36'	N02°37'27"E
L22	15.00'	S87°22'33"E
L23	8.00'	N02°37'27"E
L24	8.00'	N02°37'27"E
L25	15.00'	S87°22'33"E
L26	8.00'	N02°37'27"E
L27	23.53'	N02°37'27"E
L28	28.36'	S87°22'33"E
L29	23.53'	N02°37'27"E
L30	8.00'	N02°37'27"E
L31	15.00'	S87°22'33"E
L32	8.00'	N02°37'27"E
L33	8.00'	S32°37'27"W
L34	15.00'	S87°22'33"E
L35	8.00'	S32°37'27"W
L36	8.00'	S32°37'27"W
L37	15.00'	S87°22'33"E
L38	8.00'	S32°37'27"W
L39	8.00'	S32°37'27"W
L40	15.00'	S87°22'33"E
L41	8.00'	S32°37'27"W
L42	8.00'	S32°37'27"W
L43	15.00'	S87°22'33"E
L44	8.00'	S32°37'27"W

CERTIFICATE OF OWNERSHIP

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Signed: _____
Name & Address

Source of Title: D.R. _____

Page _____

CERTIFICATE OF SURVEYING ACCURACY

I, David L. Jorgensen, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

Date of Execution: _____

Signed: _____
Registered Land Surveyor

No. 1118
State of Arkansas

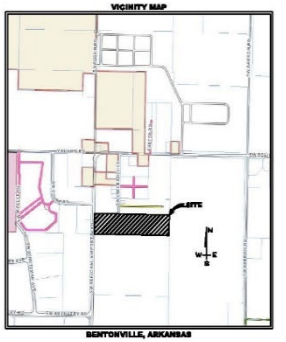
CERTIFICATE OF APPROVAL

Pursuant to the Bentonville Subdivision Regulations and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of the said rules and regulations.

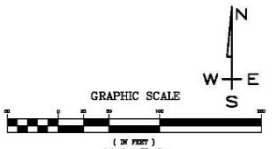
Date of Execution: _____

Signed _____
Bentonville Planning and Building Services Director

VICINITY MAP

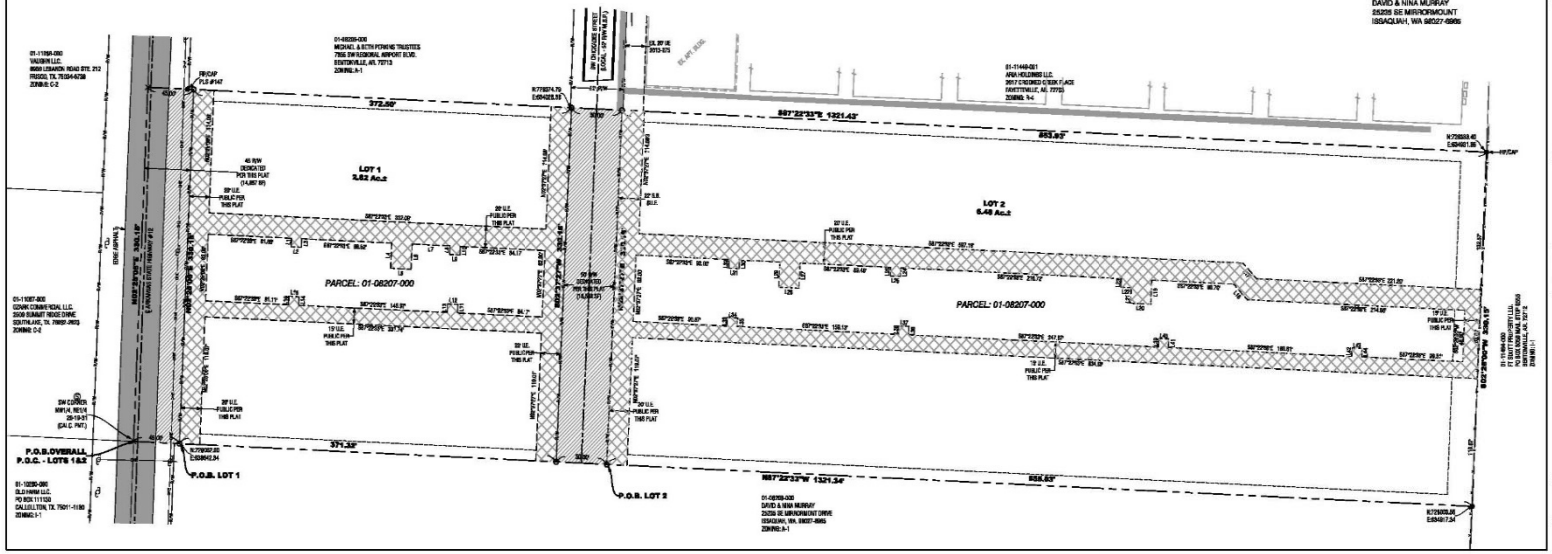


BENTONVILLE, ARKANSAS



OWNER:

DAVID & NINA MURRAY
25235 SE MIRRORMOUNT
ISSAQUAH, WA 98027-8965



JORGENSEN +ASSOCIATES
Civil Engineering + Surveying
121 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.443.8927
Fax: 479.582.4807
www.jorgensenassoc.com

LEGEND
- CALCULATED POINT
- ROUND RAILROAD SPIKE
- SET IRON PIN & CAP
- POWER POLE
- CENTERLINE MARKER
- SEWER MANHOLE
- FIRE HYDRANT
- STREET LIGHT
- CENTERLINE STREET
- UTILITY EASEMENT (DEDICATED BY THIS PLAT)
- RIGHT-OF-WAY (DEDICATED BY THIS PLAT)

PROJECT DETAILS

PROJECT TITLE: LOT SPLIT CREATING AVIATOR SUBD. W/ LOTS 1 & 2

PROJECT LOCATION: BENTONVILLE, AR.

REVISIONS

DATE: 05-01-01
DRAWN BY: JEI
PROJECT #: 2020005
FILE PATH: Z:\LSD\2020\05\SPLIT
SHEET SIZE: 22" x 34"
SCALE: 1" = 60'

CERTIFICATE OF AUTHORIZATION — JORGENSEN & ASSOCIATES — No. 722 — ARKANSAS

SHEET TITLE

LOT SPLIT

SHEET NUMBER

1

LS-0031

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1 & 2, THE AVIATOR SUBDIVISON TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0031).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 1 & 2 The Aviator Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 6, 2021; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and,

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the lot split of Lots 1 & 2 The Aviator Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

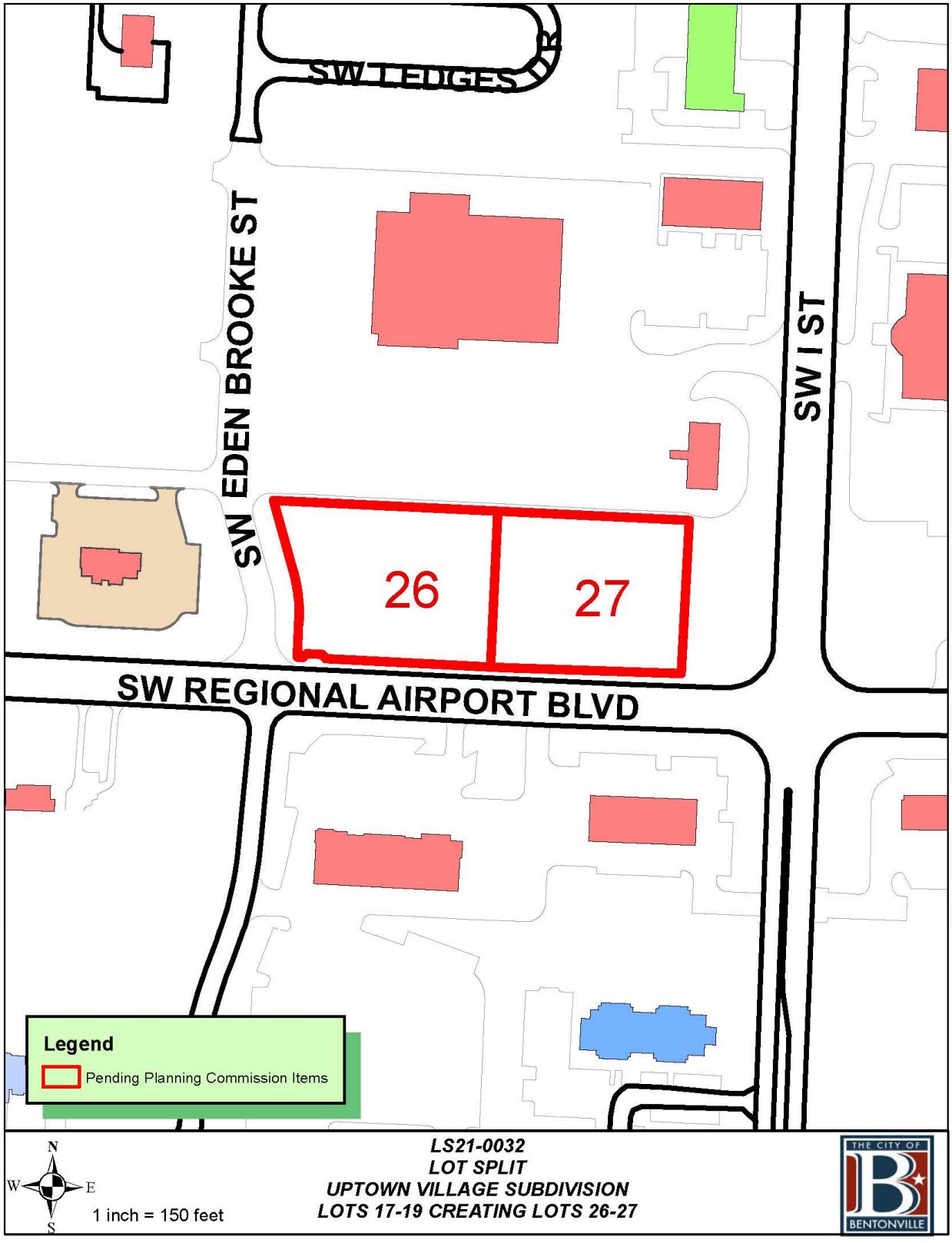
PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

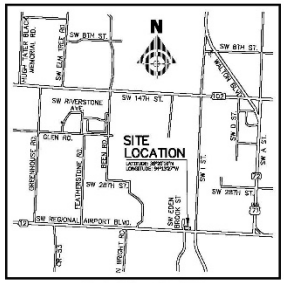

SW LEDGES DR
SW EDEN BROOKE ST
SW I ST
26
27
SW REGIONAL AIRPORT BLVD
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 150 feet
LS21-0032
LOT SPLIT
UPTOWN VILLAGE SUBDIVISION
LOTS 17-19 CREATING LOTS 26-27
THE CITY OF
BENTONVILLE

PROPERTY LINE ADJUSTMENT
OF LOT 17, LOT 18 AND LOT 19 CREATING LOTS 26 AND 27
UPTOWN VILLAGE SUBDIVISION
CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.

PARENT TRACT
P.N. 01-15858-000
LOT 17 OF THE REPLAT OF LOTS 1-10 OF THE UPTOWN VILLAGE SUBDIVISION AS RECORDED IN PLAT BOOK 2013 AT PAGE 317 OF THE PLAT RECORDS OF BENTON COUNTY, ARKANSAS.

PARENT TRACT
P.N. 01-15858-000
LOT 18 OF THE REPLAT OF LOTS 1-10 OF THE UPTOWN VILLAGE SUBDIVISION AS RECORDED IN PLAT BOOK 2013 AT PAGE 317 OF THE PLAT RECORDS OF BENTON COUNTY, ARKANSAS.

PARENT TRACT
P.N. 01-15859-000
LOT 19 OF THE REPLAT OF LOTS 1-10 OF THE UPTOWN VILLAGE SUBDIVISION AS RECORDED IN PLAT BOOK 2013 AT PAGE 317 OF THE PLAT RECORDS OF BENTON COUNTY, ARKANSAS.



VICINITY MAP
NOT TO SCALE

CITY OF BENTONVILLE ATLAS PAGE NUMBER 484

CERTIFICATE OF OWNERSHIP.

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____ Signed: _____
Name & Address

Source of Title: Document 2013-11830

CERTIFICATE OF APPROVAL.

Pursuant to the City of Bentonville Subdivision Regulations and all other conditions and approvals having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of the said rules and regulations.

Date of Execution: _____ Signed: _____
Community Development Director

ZONING AND SETBACK INFORMATION

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT C-2, GENERAL COMMERCIAL, AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.

FLOOD CERTIFICATION:

THIS PROPERTY IS NOT LOCATED WITHIN ANY PRESENTLY ESTABLISHED 100-YEAR FLOOD PLAIN, AS DETERMINED BY SCALING THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS AND INCORPORATED AREAS.

MAP NUMBER: 05007C0255K
REVISED DATE: JUNE 05, 2012

SURVEY DESCRIPTION LOT 26 (THIS PLAT):

ALL OF LOT 19 AND THE WEST HALD OF LOT 18 OF THE REPLAT OF LOTS 1-10 OF THE UPTOWN VILLAGE SUBDIVISION AS RECORDED IN PLAT BOOK 2013 AT PAGE 317 OF THE PLAT RECORDS OF BENTON COUNTY, ARKANSAS. ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF LOT 17 OF SAID REPLAT OF LOTS 1-10 OF THE UPTOWN VILLAGE SUBDIVISION; THENCE N87°15'26"W PASSING AT A DISTANCE OF 168.00 FEET AN IRON PIN FOUND FOR A TOTAL DISTANCE OF 251.00 FEET TO THE POINT OF BEGINNING; THENCE S02°44'34"W 203.93 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SW REGIONAL AIRPORT BLVD. (R/W VARIES); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: N87°08'14"W PASSING A DISTANCE OF 83.00 FEET AN IRON PIN FOUND FOR A TOTAL DISTANCE OF 215.82 FEET TO AN IRON PIN FOUND; N02°08'15"W 7.37 FEET TO AN IRON PIN FOUND; N87°08'15"W 20.00 FEET TO AN IRON PIN FOUND; S47°51'45"W 7.37 FEET TO A PK NAIL FOUND; N87°08'14"W 5.09 FEET TO A PK NAIL FOUND; ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 03°47'20", A RADIUS OF 30.00 FEET, A LONG CHORD THAT BEARS N69°40'50"W 1.98 FEET, AN ARC DISTANCE OF 1.98 FEET TO A PK NAIL FOUND; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE N02°44'34"E 47.85 FEET TO AN IRON PIN FOUND; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 18°20'58", A RADIUS OF 200.00 FEET, A LONG CHORD THAT BEARS N05°25'56"W 63.78 FEET, AN ARC DISTANCE OF 64.05 FEET TO AN IRON PIN FOUND; THENCE N15°36'25"W 96.92 FEET TO AN IRON PIN FOUND; THENCE S87°15'26"E 293.89 FEET TO THE POINT OF BEGINNING, CONTAINING 1.24 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

SURVEY DESCRIPTION LOT 27 (THIS PLAT):

ALL OF LOT 17 AND THE EAST HALF OF LOT 18 OF THE REPLAT OF LOTS 1-10 OF THE UPTOWN VILLAGE SUBDIVISION AS RECORDED IN PLAT BOOK 2013 AT PAGE 317 OF THE PLAT RECORDS OF BENTON COUNTY, ARKANSAS. ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LOT 17; THENCE S02°44'34"W 20.00 FEET TO AN IRON PIN FOUND; THENCE S03°06'26"W 180.55 FEET TO AN IRON PIN FOUND ON THE NORTH RIGHT-OF-WAY LINE OF SW REGIONAL AIRPORT BLVD. (R/W VARIES); THENCE ALONG SAID NORTH RIGHT-OF-WAY N88°07'29"W PASSING AT A DISTANCE OF 166.87 FEET AN IRON PIN FOUND FOR A TOTAL DISTANCE OF 226.84 FEET TO AN IRON PIN FOUND; THENCE N87°08'14"W 23.04 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE N02°44'34"E 203.93 FEET; THENCE S87°15'26"E PASSING AT A DISTANCE OF 83.00 FEET AN IRON PIN FOUND FOR A TOTAL DISTANCE OF 251.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.16 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

OWNER:

WAL-MART STORES, INC.
P.O. BOX 8050
MS 0555
BENTONVILLE, AR 72712

GENERAL NOTES:

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR OF RECORD. SURVEY IS NON-TRANSFERABLE TO PARTIES OUTSIDE OF THE CURRENT SUBJECT TRANSACTION.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED A PART OF THIS SURVEY.

SITE SPECIFIC NOTES:

1. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO CONTACT THE CITY OF BENTONVILLE ENGINEERING AND TRANSPORTATION DEPARTMENTS AND NOTIFY SAID DEPARTMENTS ON THE INTENT AND TYPE OF THE WORK THAT WILL TAKE PLACE WITHIN THE RIGHT-OF-WAY.

2. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

3. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.

4. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

CERTIFICATE OF AUTHORIZATION
PAYA INC.
No. 3152
ARKANSAS

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1980
SIGNATURE
LAZARO G. PAYA

SHEET INDEX.

1. COVER SHEET
2. SURVEY

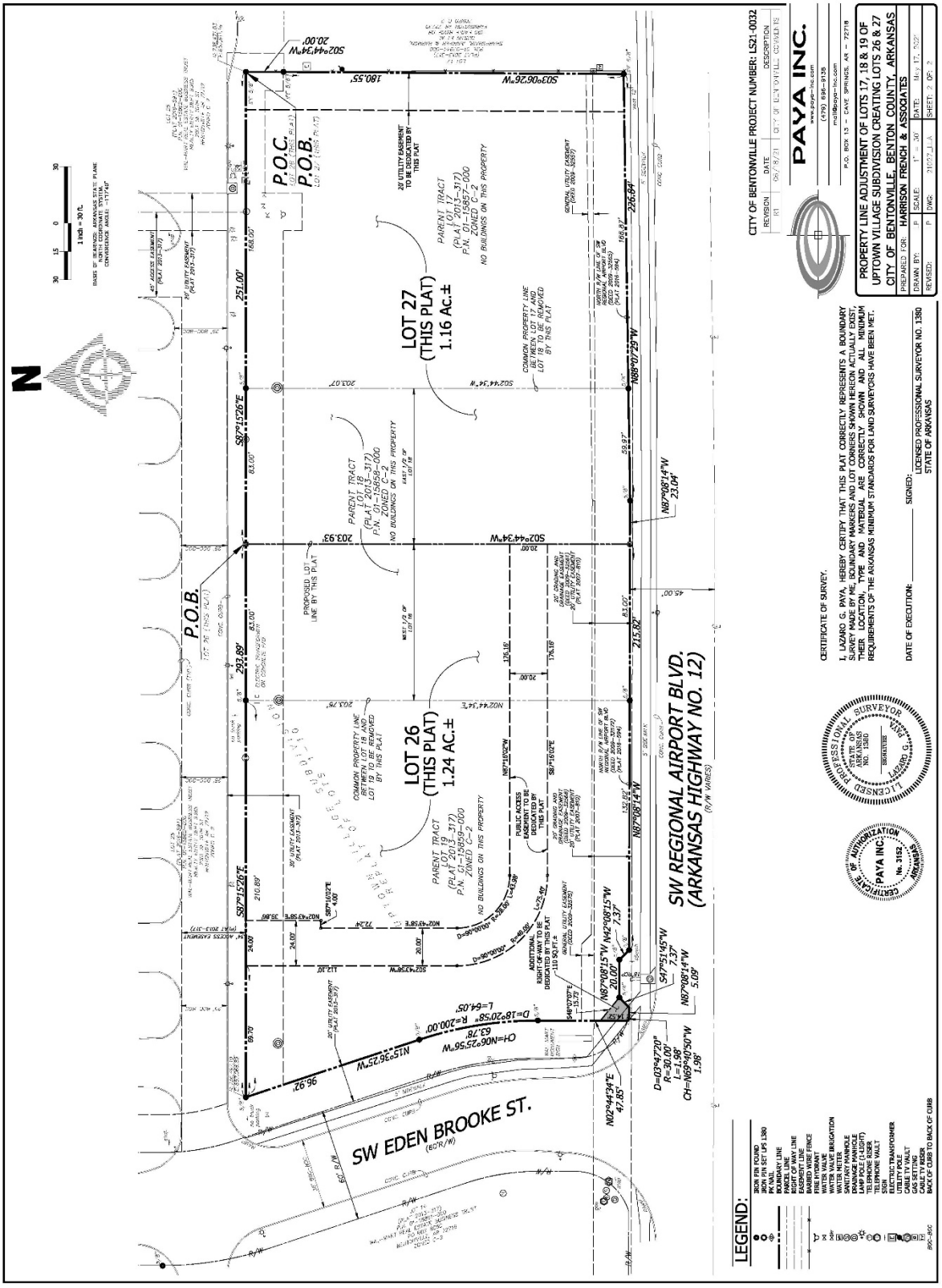
CITY OF BENTONVILLE PROJECT NUMBER: LS21-0032

REVISION	DATE	DESCRIPTION
R1	06/18/21	CITY OF BENTONVILLE COMMENTS

PAYA INC.
www.paya-inc.com
(479) 696-9138
mail@paya-inc.com
P.O. BOX 13 - CAVE SPRINGS, AR - 72718

PROPERTY LINE ADJUSTMENT OF LOTS 17, 18 & 19 OF UPTOWN VILLAGE SUBDIVISION CREATING LOTS 26 & 27
CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

PREPARED FOR:	HARRISON FRENCH & ASSOCIATES				
DRAWN BY:	P	SCALE:	1" = 30'	DATE:	May 17, 2021
REVISED:	P	DWG:	21057_LLA	SHEET:	1 OF: 2


CITY OF BENTONVILLE PROJECT NUMBER: LS21-0032
PROPERTY LINE ADJUSTMENT OF LOTS 17, 18 & 19 OF UPTOWN VILLAGE SUBDIVISION CREATING LOTS 26 & 27
CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS
PAYA INC.
LOT 27 (THIS PLAT) 1.16 Ac.±
LOT 26 (THIS PLAT) 1.24 AC.±
SW REGIONAL AIRPORT BLVD. (ARKANSAS HIGHWAY NO. 12)
SW EDEN BROOKE ST.
P.O.B.
P.O.C.
CERTIFICATE OF SURVEY.
LEGEND:

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 26-27, UPTOWN VILLAGE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0032).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 26-27, Uptown Village Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 6, 2021; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and,

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the lot split of Lots 26-27, Uptown Village Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

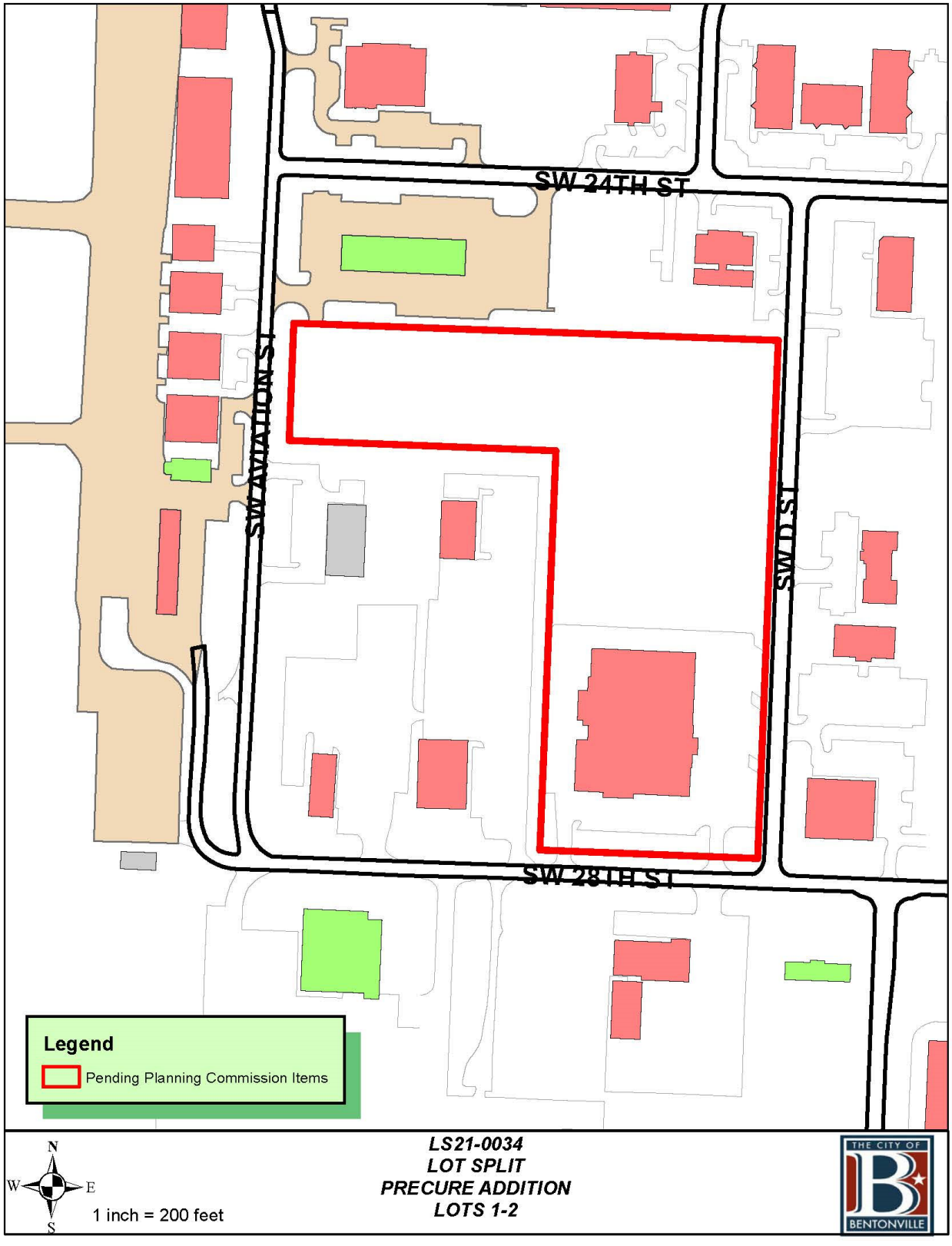
PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

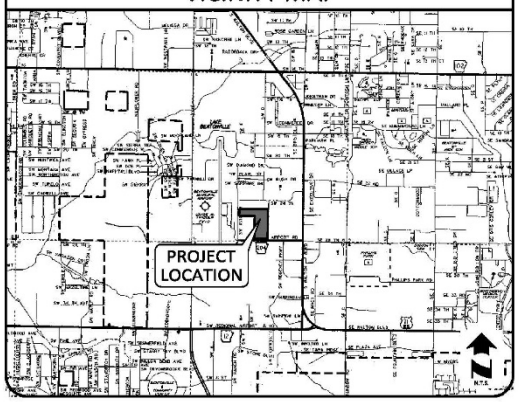

SW 24TH ST
SW AVIATION ST
SW D ST
SW 28TH ST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 200 feet
LS21-0034
LOT SPLIT
PRECURE ADDITION
LOTS 1-2
THE CITY OF
BENTONVILLE

Lot Split

Tract A of Precure Tract Split Creating Lots 1 & 2 Helping Hands Addition

Filing Block

VICINITY MAP



GENERAL NOTES:

- Basis of Bearing - Grid North, Arkansas State Plane Coordinate System, North Zone (0301) using RT Kinematic measurements from static base from OPUS post processed solution having the following values: North 36°20'40.0573" Latitude, West 94°13'02.9379" Longitude, ellipsoid height of 1205.1 and scale factor of 1.00003379 (grid to ground).
- Convergence - at a found five-eighths inch (5/8") rebar marking the northeast corner of Tract A, Plat P1 Page 409, rotate left 1°17'19" for True North.
- Flood Information - Based on Graphic review only of FIRM map number 05007C0255K Benton County, Arkansas and incorporated areas, map revised date of June 5th, 2012, the subject property lies in Zone X - areas determined to be outside the 0.2% annual chance floodplain.
- Every recorded document reviewed and considered as a part of this survey is noted hereon. Surveyor has not made a thorough investigation or independent search for any easements or other encumbrances or facts that an accurate, complete, and current title search and or title commitment would disclose. Other documents of record, rights, or facts may exist and affect this property.
- Last Date of Field Work - May 23, 2021.

CITY DEVELOPMENT NOTES:

- Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit for the City of Bentonville Transportation Department.
- Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer, and electric service.
- Sidewalk construction shall be the responsibility of the builder or owner/developer at the time of building permit issuance and in accordance with the City of Bentonville design standards. Handicap accessible ramps and sidewalks along non-buildable lot frontages shall be constructed by the developer. Builders building within lots or owner/developer shall be responsible for the replacement of any existing sidewalks or ADA ramps damaged during construction.
- All structures must maintain minimum of 20' clearances from all electric lines.
- BEUD's standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc) on the lot line of a development. Any adjustments to the property line that result in our equipment not being on the lot line will require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.
- Current Zoning is C-2. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122

REFERENCE DOCUMENTS:

1. Tract Split Document filed for record at Plat Book P1 Page 409 by Monnie Sears PLS 1263, on July 6, 1998.
2. Partnership Warranty Deed filed for record at Book 98 Page 35229, Grantee being Helping Hands, Inc. and filed on Feb 20, 1998.
3. A Lot Split Document file for record as Document No. L201912335 on March 19, 2019.
4. Final Plat of Calvary Temple Church Addition, filed for record at Book 2002 Page 245.

Parent Tract Warranty Deed Book 98 Page 35229

PART OF THE W ¼ OF THE SE ¼ AND PART OF THE E ½ OF THE SW ¼ OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS, FURTHER DESCRIBED AS FOLLOW'S: FROM THE SOUTHEAST CORNER OF SAID WEST ½ OF THE SE ¼; THENCE NORTH 00°10'10" WEST 100.0 FEET; THENCE NORTH 89°45'35" WEST (RECORD BEARING=WEST), 1068.13 FEET TO A SET IRON PIN, THE POINT OF BEGINNING; THENCE NORTH 89°45'35" WEST 380.00 FEET TO A FOUND IRON PIN; THENCE NORTH 00°06'31" EAST 682.66 FEET (RECORD DISTANCE = 683.29 FEET) TO A FOUND IRON PIN; THENCE WEST, 467.42 FEET; THENCE NORTH 00°10'10" WEST, XXXXXXXX* To A SET IRON PIN; THENCE EAST 848.43 FEET; THENCE SOUTH 00°06'31" WEST, 891.75 FEET TO THE POINT OF BEGINNING. CONTAINING 10.00 ACRES, MORE OR LESS.

207.50 Feet*

Survey Description Lot 1

Part of the West Half (1/2) of the Southeast Quarter (1/4) and part of the East Half (1/2) of the Southwest Quarter (1/4) of Section 6, Township 19 North, Range 30 West of the Fifth Principal Meridian in Benton County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of Tract A as depicted in Book 1 Page 409 being a five eights inch (5/8") rebar; Thence North 87° 40' 29" West a distance of 379.77 feet to the Point of Beginning being a set one half inch (1/2") rebar; Thence South 02° 26' 27" West a distance of 207.55 feet to found one half inch (1/2") rebar; Thence North 87° 40' 04" West a distance of 467.42 feet to a found five eights inch (5/8") rebar with license number 1546; Thence North 02° 10' 38" East a distance of 207.49 feet to a found five eights inch (5/8") rebar; Thence South 87° 40' 29" East a distance of 468.37 feet to the Point of Beginning, containing 97,095.83 square feet and 2.23 acres more or less.

SURVEYOR
Morrison Shipley Engineers Inc
2407 SE Cottonwood Street
Bentonville, AR 72712
Phone: 479-273-2209

OWNER
Helping Hands Inc
2602 SW D Street
Bentonville, AR 72712
Telephone: (479)-273-2511

CERTIFICATE OF APPROVAL:

Pursuant To The Bentonville Subdivision Regulations And All Other Conditions And Approval having Been Completed, This Document Is Hereby Accepted. This Certificate Is Hereby Executed Under The Authority Of The Said Rules And Regulations.

Date Of Execution: _____

Signed _____
Community Development Director

CERTIFICATE OF OWNERSHIP

We The Undersigned, Owners Of The Real Estate Shown And Described Herein, Do Hereby Certify That We Have Laid Off, Platted, And Subdivided And Do Hereby Dedicate To The Use Of The Public The Streets, Alleys, Drives, Easements, Etc. As Shown On Said Plat.

Source Of Title: Special Warranty Deed Book 98 Page 35229

Date of Execution: _____

Signed: _____
Bill Crawford
Helping Hands Inc

State Of Arkansas

County Of _____

Sworn And Subscribed Before Me This Day _____ of _____, 2020.

Notary Public: _____

My Commission Expires: _____

CERTIFICATE OF SURVEYING ACCURACY:

I, Clayton D. Crotts, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

Date of Execution: June 21, 2021

FOR REVIEW

CERTIFICATE OF AUTHORIZATION MORRISON-SHIPLEY ENGINEERS, INC. No. 281 ARKANSAS

Signed: _____
Clayton D. Crotts, AR. P.S. 1834

MORRISON SHIPLEY
2407 SE COTTONWOOD STREET • BENTONVILLE, AR 72712
479.273.2209 • MORRISONSHIPLEY.COM

Lot Split

Bentonville, Arkansas

Project # LS21-0034

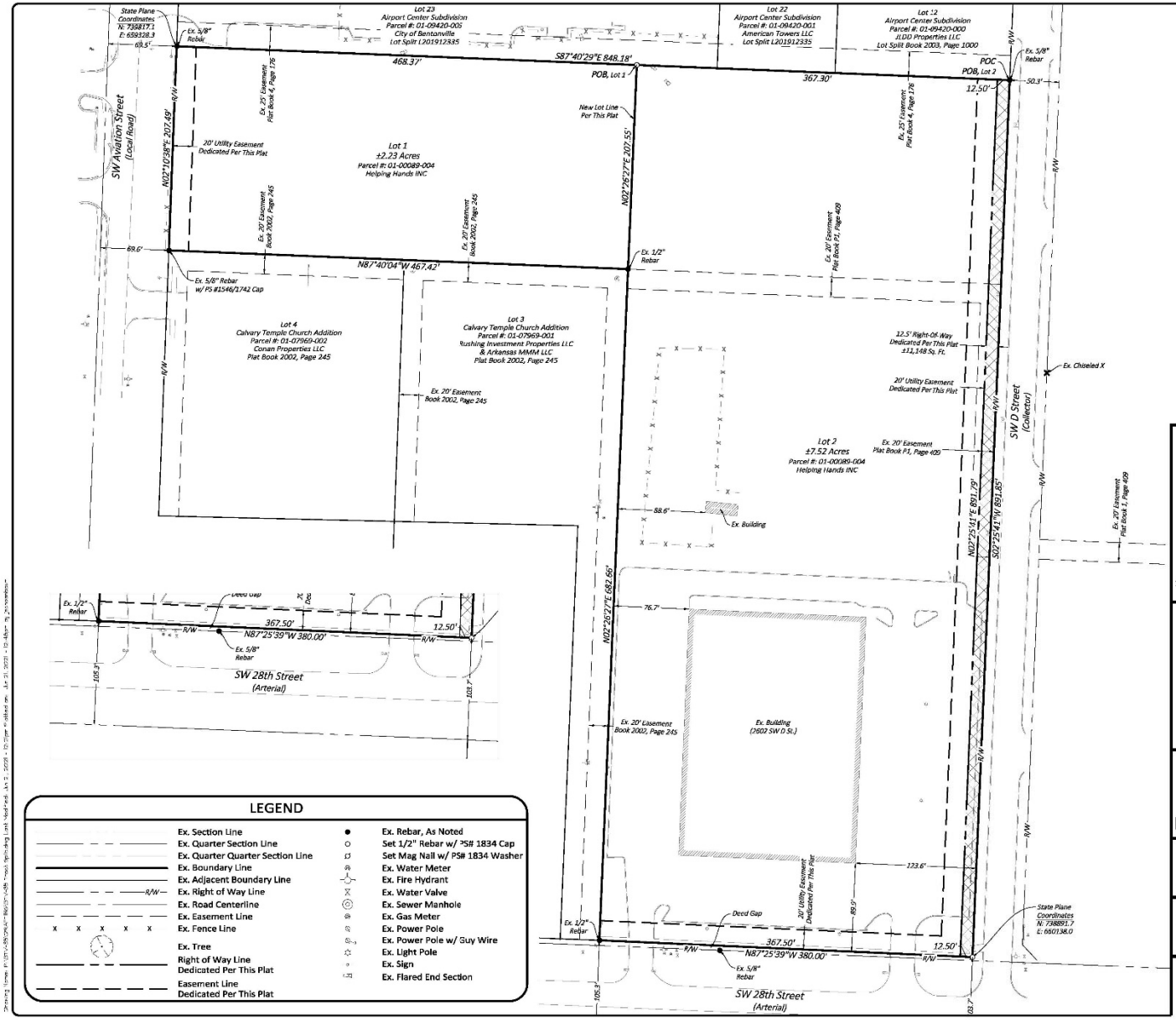
Lot Split for Tract A of Precure Tract Split Creating Lots 1 & 2 Helping Hands Addition

Revisions

Drawn By:	JDS	Vert. Scale:	N/A
Approved By:	CDC	Horiz. Scale:	1"=60'
Date:	06.21.2021	Plot Scale:	1
Project No.:	BTV-35	DWG Name:	Lot Split

SHEET **1** of 2

Drawing Name: P:\BTV-35\06-ENGR\Tract Split.dwg, Last Modified: Jun 21, 2021 - 12:40pm, Plotted on: Jun 21, 2021 - 12:40pm by JoAnneHouse



Filing Block

MORRISON SHIPLEY
2407 SE COTTONWOOD STREET • BENTONVILLE, AR 72712
479.273.2209 • MORRISONSHIPLEY.COM

Lot Split

Bentonville, Arkansas

Project # LS21-0034

Lot Split for Tract A of Precure Tract Split Creating Lots 1 & 2 Helping Hands Addition

Revisions

Drawn By:	JDS	Vert. Scale:	N/A
Approved By:	CDC	Horiz. Scale:	1"=60'
Date:	06.21.2021	Plot Scale:	1
Project No.:	BTV-35	DWG Name:	Lot Split

SHEET **2** of 2

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1 & 2, HELPING HANDS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0034).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 1 & 2, IIelping IIands Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 6, 2021; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and,

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the lot split of Lots 1 & 2, Helping Hands Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

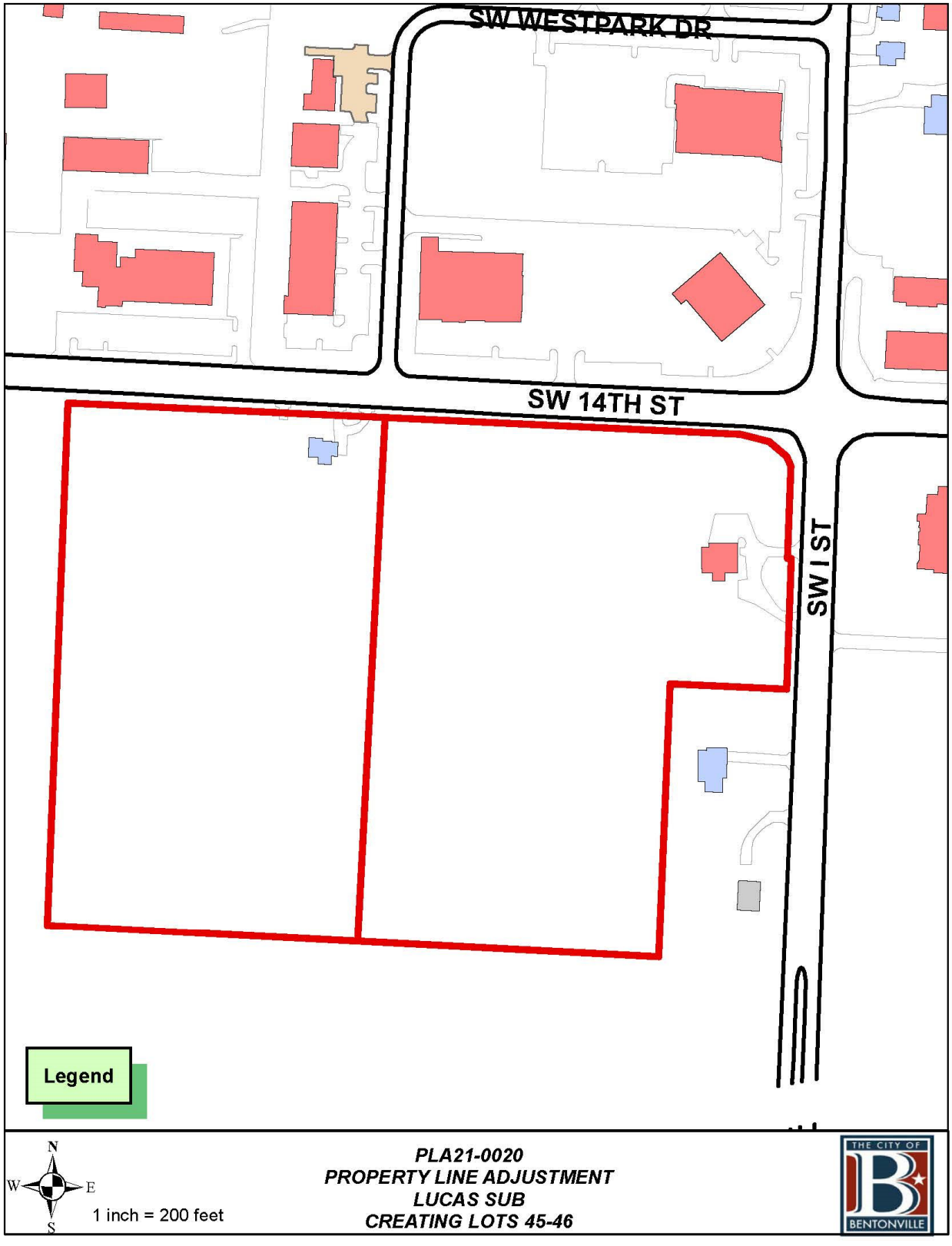
PASSED AND APPROVED this_____ day of _____+_____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk


SW WESTPARK DR
SW 14TH ST
SW I ST
Legend
N
W
E
S
1 inch = 200 feet
PLA21-0020
PROPERTY LINE ADJUSTMENT
LUCAS SUB
CREATING LOTS 45-46
THE CITY OF
BENTONVILLE

Property Line Adjustment for Lucas Subdivision Creating Lots 45 & 46

I-14, LLC

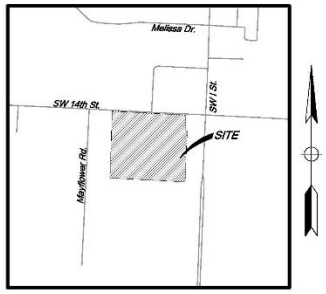
1109 SW 14th St.

Bentonville, Benton County, Arkansas

GENERAL NOTES:

1. *Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.*
2. *This plat represents an Property Line Adjustment of the parcel recorded in Deed Records, I.2020031553 in the public records of Benton County, Arkansas.*
3. *The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.*
4. *Basis of Bearings: All bearings and distances shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone.*
5. *This survey is valid only if the drawing includes the seal and signature of the surveyor.*
6. *This survey meets current Arkansas State Standards of Practice for Property Boundary Surveys and Plats.*
7. *This survey is based on a title commitment provided by Fidelity National Title Insurance Company, File Number 19-5387 countersigned by City Title & Closing, LLC., Effective Date: November 6, 2019 and by Chicago Title Insurance Company, File Number 20180955-108 countersigned by Waco Title Company, Effective Date: November 1, 2020.*
8. *No attempt was made to show building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.*
9. *Multiple utility services are located within easements abutting or within the bounds of subject tract.*
10. *The contractor is advised to contact the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contact all non-members as well as the One-Call System.*
11. *By scaled map location and graphical plotting only. A portion of this property is located within Flood Zone "AE" as determined by the National Flood Insurance Program which is subject to inundation by the 1% annual chance flood (100-year flood) shown on the Flood Insurance Rate Map for Benton County, Arkansas.*
    Map Number: 05007C0255K
    Map Revised: June 05, 2012
    LOMR 12-06-3762P, Effective Date: December 05, 2014
12. *No current zoning report or letter regarding zoning classification was provided to the Surveyor. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.*
13. *Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.*
14. *There may not be fences or any other structures built in any drainage easements.*
15. *Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department.*
16. *Owner is to contact New Service coordinator (271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.*
17. *All structures must maintain minimum of 20' clearance from all electric lines.*
18. *BEUD's standard practice is to place underground equipment (transformer, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in out equipment not being on the lot line require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.*
19. *It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.*
20. *Relocation of any existing electrical facilities shall be at the owner's expense.*
21. *Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer and electric service.*
22. *There may not be fences or any other structures built in any drainage easements.*

REVISION		
NO.	DESCRIPTION	DATE
1	1st sub comm	7/30/21



Vicinity Map

Not to Scale

Latitude: 36°21'22"N
Longitude: 94°13'29"W

Owner:
Parcel #'s 01-03324-000 & 01-03325-000
Sunseate 14, LLC
5543 Edmondson Pike Ste. 1122
Nashville, TN 37211

Owner:
Parcel #'s 01-03325-000
Lone Projects, LLC
2144 E Republic Rd. Ste F402
Springfield, MO 65804

Developer:
I-14, LLC

Certificate of Ownership:

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____
Signed: _____
Name & Address: _____
Print Name: _____
Source of Title: D.R. _____
Page: _____

Certificate of Ownership:

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____
Signed: _____
Name & Address: _____
Print Name: _____
Source of Title: D.R. _____
Page: _____

Certificate of Approval

Pursuant to the Bentonville Subdivision Regulations and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of said rules and regulations.

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

Parent Tract Description

Lots 1 through 30, and Tracts 1, 2 and 3, Lucas Subdivision, as shown by the recorded plat thereof, being a part of the Fractional NE¼ of the NE¼ of Section 1, Township 19 North, Range 31 West.

Certificate of Surveying Accuracy

I Dustin Riley, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

Date of Execution: _____

Signed: _____
Registered Land Surveyor
No.1618
State of Arkansas

CERTIFICATE OF AUTHORIZATION — C E I Engineering Associates, Inc. No. 118 — ARKANSAS SURVEYOR

City of Bentonville Project # PLA21-0020

State Survey Code: 500-19N-31W-0-01-110-04-1618

CEI Solutions for Land and Life

CIVIL ENGINEERING ▪ LANDSCAPE ARCHITECTURE ▪ LAND SURVEYING ▪ PLANNING

BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS | PHILADELPHIA | PHOENIX

© 2021 CEI ENGINEERING ASSOCIATES, INC.

DRAWING LOCATION - S:\32000\32158\DRAWINGS SURVEY\WORKING\32158PLA.DWG — SAVED BY - JCHRISTIANSEN

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPLS FIRM #10194234

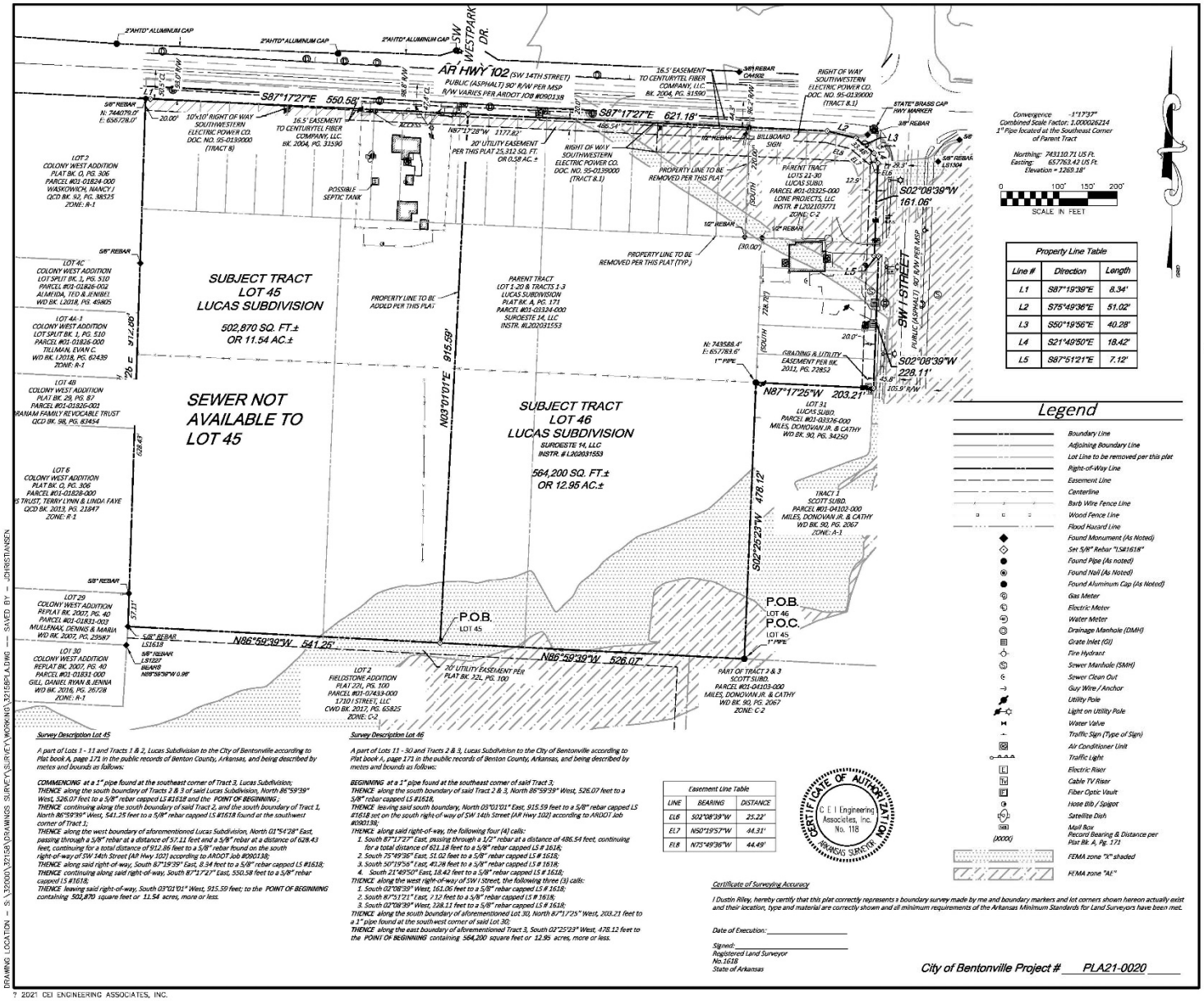
Property Line Adjustment
I-14, LLC
1109 SW 14th St.
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	JDC
FIELD WORK	KDC
CEI PROJECT NUMBER	32158
DATE	6/21/2021
REVISION	REV-1

SHEET TITLE: Cover

SHEET NUMBER: 1 OF 2



DRAWING LOCATION – S:\32000\32158\DRAWINGS SURVEY\WORKING\32158PLA.DWG — SAVED BY – JCHRISTIANSEN

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Property Line Adjustment for Lucas Subdivision Creating Lots 45 & 46
I-14, LLC
1109 SW 14th St.
Bentonville, Benton County, Arkansas

CEI ENGINEERING ASSOCIATES, INC.
2108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #100315000

2350 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPLS FIRM #10194234

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	JDC
FIELD WORK	KDC
CEI PROJECT NUMBER	32158
DATE	6/21/2021
REVISION	REV-1

SHEET TITLE: LOT SPLIT

SHEET NUMBER: 2 OF 2

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 45 & 46 OF LUCAS SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-0020).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 45 & 46 of Lucas Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on July 6, 2021; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and,

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the property line adjustment of Lots 45 & 46 of Lucas Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Administration**
Submitted by	**Ed Wheeler**
Phone	**(479) 271-3191**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Ordinance requesting City Council approve the new Water Utilities Pay Plan. This item was previously approved by the Utility Board. There is no additional costs associated with the adoption of this plan.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded *(briefly explain in space below)* **:**	

29 June, 2021

To: Bentonville City Council

From: Human Resources

Subject: Memo Concerning Adoption of the Water Utility Pay Plan

1. Staff recommends that the City Council approve the adoption of the new Water Utilities Pay Plan. This plan has already been approved by the Utility Board with a 5-0 vote.

2. The City engaged a consultant to conduct a salary survey of all full-time, part-time, and elected positions. As part of the results of this survey, it is recommended that the City consolidate all the Water, Wastewater Collection, and Wastewater Treatment positions into their own pay plan. Unlike most positions, all these positions require some level (s) of federal and state-certified licenses in order to perform these functions. Additionally, recruiting and retaining these positions has become increasingly difficult in the past several years, mostly due to the growth of those commercial construction industries that also rely on these same "certified" employees. In the water department alone, they have been short 6-8 water and wastewater collection operators for over a year. By placing them in their own pay plan that is properly graded for their unique industry, it should help the water utilities department to recruit and retain these needed employees.

3. Due to the on-going vacant positions in water utilities, they have sufficient unused payroll dollars in their 2021 payroll budget to fund the associated wage increases reflected in this plan, so no budget adjustment will be needed.

CITY OF BENTONVILLE
2021 WATER UTILITIES PAY RANGES

GRADE	STATUS	JOB TITLE		MIN	MID	MAX
101	N	WATER DISTRIBUTION OPERATOR I (ASSOCIATE)	HOURLY	17.79	21.80	25.80
101	N	WASTEWATER COLLECTION OPERATOR I (ASSOCIATE)	ANNUAL	37,003	45,334	53,664
101	N	WWRF OPERATIONS TECHNICIAN I				
101	N	WWRF LAB TECHNICIAN I				
101	N	WWRF COMPOST TECHNICIAN I				
101	N	WWRF MAINTENANCE TECHNICIAN I				
102	N	WATER DISTRIBUTION OPERATOR II (INTERMEDIATE)	HOURLY	19.07	23.28	27.48
102	N	WASTEWATER COLLECTION OPERATOR II (INTERMEDIATE)	ANNUAL	39,666	48,412	57,158
102	N	WWRF OPERATIONS TECHNICIAN II				
102	N	WWRF LAB TECHNICIAN II				
102	N	WWRF COMPOST TECHNICIAN II				
102	N	WWRF MAINTENANCE TECHNICIAN II				
103	N	WATER DISTRIBUTION OPERATOR III (SENIOR)	HOURLY	20.42	24.80	29.17
103	N	WASTEWATER COLLECTION OPERATOR III (SENIOR)	ANNUAL	42,474	51,574	60,674
103	N	WWRF MAINTENANCE TECHNICIAN III				
103	N	WWRF LAB TECHNICIAN III				
103	N	WWRF OPERATIONS TECHNICIAN III				
103	N	WWRF COMPOST TECHNICIAN III				
104	N	WATER DISTRIBUTION CONTROLLER	HOURLY	20.57	25.71	30.85
104	N	WATER UTILITIES METER TECHNICIAN	ANNUAL	42,786	53,477	64,168
104	N	WATER UTILITIES DAMAGE PREVENTION SPECIALIST				
105	N	WATER DISTRIBUTION CREW LEADER	HOURLY	21.69	27.12	32.54
105	N	WW COLLECTION CREW LEADER	ANNUAL	45,115	56,399	67,683
105	N	WWRF COMPOST CREW LEADER				

CITY OF BENTONVILLE
2021 WATER UTILITIES PAY RANGES

GRADE	STATUS	JOB TITLE		MIN	MID	MAX
106	N	WATER NEW SERVICE COORDINATOR	HOURLY	22.81	28.52	34.22
106	N	WATER CROSS-CONNECTION CONTROL COORDINATOR	ANNUAL	47,445	59,311	71,178
106	N	WATER PRE-TREATMENT COORDINATOR				
107	N	WWRF COMPOST FOREMAN	HOURLY	23.94	29.93	35.91
107	N	WWRF MAINTENANCE FOREMAN	ANNUAL	49,795	62,244	74,693
107	N					
107	N					
108	N		HOURLY	25.06	31.33	37.59
108	N		ANNUAL	52,125	65,156	78,187
109	N	WATER UTILITIES SYSTEMS TECHNICIAN	HOURLY	26.75	33.44	40.12
109	N	WATER CONSTRUCTION INSPECTOR	ANNUAL	55,640	69,545	83,450
109	N					
109	N					
110	N	WATER UTILITY TECHNICAL SUPERVISOR	HOURLY	28.99	36.24	43.49
110	N	WATER UTILITY OPERATIONS SUPERVISOR	ANNUAL	60,299	75,379	90,459
110	N	WATER DISTRIBUTION SUPERVISOR				
110	N	WASTEWATER COLLECTIONS SUPERVISOR				
110	N	WWRF OPERATIONS SUPERVISOR				
110	N	WWRF LAB SUPERVISOR				

CITY OF BENTONVILLE
2021 WATER UTILITIES PAY RANGES

NEW GRADE	FLSA STATUS	JOB TITLE		MIN	MID	MAX
201	E	WWRF ASST MANAGER	HOURLY	28.99	37.47	45.94
			ANNUAL	60,299	77,927	95,555
202	E	WWRF MANAGER	HOURLY	30.12	40.70	51.28
202	E	WATER UTILITY TECHNICAL MANAGER	ANNUAL	62,650	84,656	106,662
202	E	WATER UTILITY CONSTRUCTION MANAGER				
203	E	DEPUTY DIRECTOR WATER UTILITY	HOURLY	36.40	49.19	61.98
			ANNUAL	75,712	102,315	128,918
204	E	DIRECTOR WATER UTILITY	HOURLY	45.82	61.92	78.02
			ANNUAL	95,306	128,794	162,282

ADD-PAY TITLE	AMOUNT	CODE
Associates Degree	$35.00/PP	DA
Bachelors Degree	$100.00/PP	DB
Masters/PE/CPA	$150.00/PP	DM
Bi-lingual	$100.00/PP	BL

ORDINANCE NO. _____

AN ORDINANCE ADOPTING CERTAIN AMENDMENTS TO THE CITY OF BENTONVILLE PAY PLAN RELATED TO THE WATER UTILITIES DEPARTMENT AND DECLARING AN EMERGENCY.

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

Section 1: That certain amendments to the City of Bentonville Pay Plan should be, and the same are hereby approved, as attached hereto as Exhibit "A."

Section 2: That because of the immediate need to implement this amendment in order to recruit and retain qualified personnel within the Water Utilities Department to provide for the public health, safety and welfare, an emergency is declared to exist and this ordinance shall be in full force and effect from and after the date of passage and approval.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution to enter into an agreement with Power System Engineering for AMI procurement consulting for the Bentonville electric system for $52,500.00. PSE was selected using the City's standard SOQ selection process for professional services in accordance with state law. Approved at Utility Board 5-0.

Estimated Cost	**$52,500.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Expenses will be paid for from Reserves.

M E M O R A N D U M

DATE: July 13, 2021

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **PSE Agreement for AMI Procurement Scoping**

BEUD recommends entering into an agreement with Power System Engineering (PSE) to provide a strategic AMI procurement scoping plan for $52,500.

In 2019, BEUD discovered that its current AMI vendor, Muller Systems, Inc., would begin phasing out support of any of its electric infrastructure (meters, collectors, repeaters, U/I). PSE was hired at that time to perform a Request for Information (RFI) concerning the various AMI systems on the market that would meet BEUD's (and Utility Billing) needs. BEUD was provided with a synopsis and ranking of the various systems and very high level budgetary costs (approximately $4.5M).

BEUD would now like to enter into an agreement with PSE to go to the next step, preparing a solicitation so that BEUD can choose an AMI system that will suit our needs (now and into the future) and work with Bentonville's billing system. PSE would take all the information submitted, summarize, and formally recommend a system. Once a system is chosen, PSE would (via a separate agreement) assist with oversight of the implementation.

This is a non-budgeted item and would be paid for from Electric Department reserves. Approved at Utility Board 5-0.

TO: Mr. Travis Matlock, Electric Utility Director

FROM: Kyle Kopczyk, Power System Engineering

DATE: May 21st, 2021

SUBJECT: ***PSE's AMI Procurement Consulting Scope***

Power System Engineering (PSE) is pleased to propose the completion of a strategic AMI Procurement Plan for Bentonville Electric Utility Department (BEUD). The fundamental basis of our proposed approach is to leverage the responses to the AMI RFI, experience PSE has gained on many other projects, engage your staff, and develop an AMI procurement strategy that reflects the collective insights and experience of both teams. And finds the best fit solution for the most economical benefit.

Our project deliverables will help ensure that BEUD makes valuable technology investments, increases member satisfaction, maintains and increases reliability, maximizes system integrations, improves business processes, and avoids possible technology selection missteps.

The goal of PSE's process is to provide guidance throughout the RFP process. To do this, we work with your team to document, assess, and report on each step. The project is completed in a manner that builds consensus among the members of your team so the plan can be executed effectively. Our proposed process includes:

1. **Initiate the Project and Development**
    a. PowerPoint presentation
    b. Meeting notes (throughout the project)
    c. Written information request
    d. Review perceptions and insights gained from the RFI responses
        i. Likes and dislikes
        ii. Strengths and weaknesses of responses

2. **Conduct communications backhaul review**
    a. Leverage existing fiber
    b. Impact to AMI minimum requirements
    c. High level cost estimates and reviews of current information/data points
    d. Distribution automation impact

3. **Discuss and include installation services requirements**
    a. Outline meter exchange requirements
        i. By meter type
            1. Single phase
            2. Poly-phase socket
            3. Poly-phase transformer
    b. Site recording requirements (photos, GIS coordinates, other)
    c. Integration files for AMI and CIS
    d. Inventory coordination

4. **Refine AMI system requirements and scoring expansion**
    a. Will consider items like:
        i. Software as a Service vs. Own and Operate
        ii. Data rates and meter information available
        iii. Vendor integration strengths and weaknesses
        iv. Nice to haves vs. deal breakers
        v. Meter manufacturers and compatibility
        vi. Coverage commitment and read rates
        vii. Demand response capabilities
        viii. Current and future integration points to other software

5. **Prepare draft contract for inclusion in RFP**
    a. Obtain feedback from BEUD legal
    b. Prepare Initial and Final Acceptance Test Plans

6. **Prepare full AMI RFP Bid Package**
    a. Construct so response to RFP becomes the foundation to AMI contract
        i. Compliance with BEUD and the City's procurement rules
        ii. Setup documents and score AMI and installation system requirements
    b. Bidder instructions
    c. Bidder contact information and RFP distribution
    d. System requirements (must haves vs. wants)
        i. Distribution Automation considerations
        ii. Demand Response considerations
        iii. Distributed Generation
    e. Integration considerations and requirements
    f. AMI equipment mounting locations
    g. Vendor responsibility matrices
    h. Include contract terms and conditions (CRITICAL)

7. **Provide RFP support**
    a. Main point of contact for the vendors
    b. Answering vendor questions
    c. Issuing addenda
    d. Eliminating vendor sales pitches

8. **Prepare side by side vendor response analysis**
    a. Up-front costs
    b. Recurring fees
    c. Estimated costs (maintenance, leased sites, communications, etc.)
    d. Total cost of ownership comparison
    e. Requirements scoring

9. **Conduct vetting of vendors systems and responses**
    a. Review all bids for compliance and completeness
    b. Score and Short-List top candidates

c. Review process and responses
d. Work with BEUD to prepare vendor short-list

10. Conduct short-list Vendor Interviews

a. Conduct top vendor (short-list) interviews
b. Prepare agenda and schedule (uniform approach) and fact checking
c. Review and score presentation
d. Perform additional follow up questions and clarifications
e. Update evaluations

11. Prepare summary results and best fit recommendation

a. Support collaboration on the decision process and final AMI vendor of choice

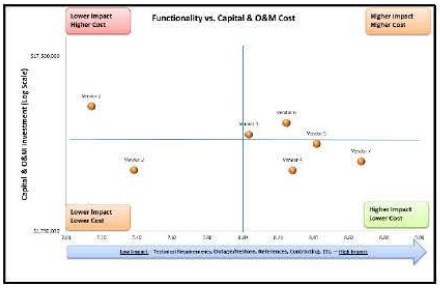
12. Present recommendations to the board or stakeholders on the 'why' of moving to the next generation of AMI

a. RFP process review and highlights
b. Capital, on-going, and total cost of ownership breakdown
c. Explanation of the 'Why' an AMI vendor of choice was made
d. Benefits and risks of AMI
e. Year-over-year cost
f. Other discussion points and topics as needed

13. Support contracting negotiations (time and material basis)

a. Lead negotiations on key technical terms
b. Negotiate favorable terms and conditions for the AMI project (requirements included in RFP documents)
    i. 15-year life expectancy
    ii. Coverage and read rate performance
    iii. Equipment and meter warranties
    iv. Failure rate limits and consequences
c. Schedule for project
d. System acceptance testing

The AMI process will identify the technology and efforts which best position BEUD to meet your goals for reliability, technology, customer service, and data sharing. As illustrated below, the recommended programs will be ranked based on a comparison of cost and impact of meeting the established goals.



		Best	Medium	Worst				
Rank: Lower Number = Best Vendor	Weigh	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5	Vendor 6	Vendor 7
Mee s existing functional and technical req. (eq. from ex	15%	5	7	6	3	1	2	4
Pricing	11%	5	7	1	2	4	6	3
Simplicity of the system and ease of use (maintenance an	6%	3	7	4	1	6	5	2
Coverage/real success commitment	18%	2	3	7	6	5	3	1
Integration fit with existing sys ems (MultiSpeak, other i	15%	1	7	6	3	1	3	3
Contracting REDUNES, SOW, SAT, and Refe ences	1%	3	3	1	6	1	7	3
Project Management, Training, Ongoing System Support	6%	1	3	3	7	2	3	3
Gas products, support, maturity, and functionality	20%	5	5	7	4	1	1	1
Outage/Restore reporting and capability	6%	3	1	6	4	4	6	1
Futu e sys em life expectancy and additional featu es (O	3%	6	4	2	2	7	1	4
	100%							
Raw Total		8.03	7.14	7.18	8.28	8.42	8.25	8.87
Total Rank		5	7	6	3	2	4	1
Short List for Vendor Days		No	No	No	Maybe	Yes	No	Yes

Additionally, PSE will provide budgetary costs for expected capital investments as well as ongoing O&M costs. The budgetary cost will give a total cost of ownership.

The cost for the scope of services will be a not-to-exceed cost of $52,500.

Please do not hesitate to contact myself or Tom Asp if you have any questions about our qualifications or our experience. I can be reached at kopczykk@powersystem.org, 608-268-3539 (direct line), or 810-923-3276 (mobile). Tom can be reached at aspt@powersystem.org or at 847-922-3978. We look forward to the opportunity to support BEUD.

Sincerely,

[redacted]

Kyle Kopczyk
Manager of Utility Automation

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH POWER SYSTEM ENGINEERING, INC. FOR AMI PROCUREMENT CONSULTING SERVICES FOR THE CITY OF BENTONVILLE ELECTRIC SYSTEM.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Power System Engineering, Inc., for AMI procurement consulting services as set forth in the proposal attached hereto as Exhibit "A."

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type*)

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Budget adjustment using $52,500.00 from Reserves to pay for agreement with Power System Engineering. Approved at Utility Board 5-0.

Estimated Cost	**$52,500.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Expenses will be paid for from Reserves.

Budget Adjustment Request

Date of City Council Meeting	7/13/2021
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Purpose of Budget Adjustment *(Enter purpose in space below):*
Reserves will be used to pay for Power System Engineering to perform AMI Procurement Scoping.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010	43210	Legal and Professional Services		$ 52,500.00
		Totals	$ -	$ 52,500.00
		Net Impact on Fund Balance	$	(52,500.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Airport**
Submitted by	**Debbie Griffin**
Phone	**(479) 254-2028**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution authorizing the Mayor to enter into an agreement (work order #10) with Garver, LLC., to perform design, bidding services, and grant closeout services for KVBT runway design, runway vertical/visual guidance system - PAPIs, and runway vertical/visual guidance system - REILS.

Estimated Cost	**$165,850**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

100% funded by FAA grant.

Memorandum

To: Mayor and City Council

From: Debbie Griffin, Director of Administration

Date: Wednesday, June 23rd, 2021

Re: KVBT Airport Runway Widening

Staff recommends the approval of a Budget Adjustment to accept the FAA grant of $166,850 and a Resolution to allow execution of Work Order #10 with Garver LLC., for the Design of Runway Widening from 65' width to 75' width, improving safety for both approach and take offs. This will also include the design for installation of PAPI's and REILS to improve the vertical/visual guidance.

Funding Breakdown:

FAA Grant	$166,850	(revenue)
Work Order #10	$165,850	(expense)
Bidding advertisement fees (estimated)	$1,000	(expense)

It is anticipated that this grant will cover 100% of fees involved with this design.

Please contact me with any questions. My telephone number is (479) 254-2028 or I can be reached via email at dgriffin@bentonvillear.com

WORK ORDER NO. 10
City of Bentonville
Runway 18-36 Widening
Design and Bidding Services
Garver Project No. 21A13192

This WORK ORDER ("Work Order") is made by and between the **City of Bentonville** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**" or "**Engineer**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on October 28, 2016 (the "Agreement").

Under this Work Order, the Owner intends to make the following improvements at Bentonville Municipal Airport (VBT):

> Construct a new hangar development area consisting of new taxilane and apron pavement construction and utility infrastructure improvements on the west side of the airfield.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following Services:
1.1.1 See Exhibit A-10, attached.

SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver on a lump sum basis.

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Surveying Services	$9,950	Lump Sum
Geotechnical Services	$16,350	Lump Sum
RSA Evaluation	$3,300	Lump Sum
Preliminary Design	$86,800	Lump Sum
Final Design	$37,800	Lump Sum
Bidding Services	$8,950	Lump Sum
Closeout Services	$2,700	Lump Sum
TOTAL FEE	**$165,850**	

The lump sum amount to be paid under this Work Order is **$165,850**. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

The Owner will pay Garver on a monthly basis, based upon statements submitted by Garver to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. As directed by the Owner, some billable work may have been performed by Garver prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For work not described or included in SECTION 1 – SCOPE OF SERVICES but requested by the Owner in writing, the Owner will pay Garver, for time spent on the project, an amount to be negotiated between the Owner and Garver under a separate work order.

SECTION 3 – EXHIBITS

3.1 The following Appendices are attached to and made a part of this Work Order:
- 3.1.1 Exhibit A-10 - Scope of Services
- 3.1.2 Exhibit B-10 – Manhour Tables

This Work Order 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.

Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to being performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

CITY OF BENTONVILLE	GAR[redacted]
By: _____ *Signature*	By: *Signature*
Name: _____ *Printed Name*	Name: Michael J. Griffin *Printed Name*
Title: _____	Title: Senior Vice President
Date: _____	Date: 4/13/2021
Attest: _____	

EXHIBIT A-10
(SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to Runway 18-36 including the runway pavement, runway lighting system, and NAVAIDs at Bentonville Municipal Airport. Improvements will consist primarily of runway pavement widening, runway lighting rehabilitation, and NAVAID improvements as shown in Exhibit E. More specifically, this Scope of Services includes the following professional engineering and surveying services:

- Surveying Services
- Geotechnical Services
- Design Services
  - 90% Preliminary Design
  - 100% Issued for Bid
- Bidding Services
- Grant Closeout Services

A.1 Surveying Services

A.1.1 Design Surveys

Garver will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network.

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, airfield pavements, streets, drainage features, airfield lights and signs, fences, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction. All surveys shall be conducted during normal working hours.

Garver will provide field survey data for all runway pavement, taxiway connector pavement up to runway hold position markings, and greenspace located within 150-ft either side of the runway centerline and 100-ft from the ends of runway pavement. Garver will assemble data obtained during the performance of the field surveys in an AutoCAD Civil3D base map drawing to be utilized for design of the project.

A.2 Geotechnical Services

Grubbs, Hoskyn, Barton & Wyatt, as a subconsultant to Garver, will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. The following is a summary of the geotechnical services provided under this Scope of Services.

Approximately eight (8) borings will be taken at approximately 500-ft intervals along the length of the runway (equally spaced along the width). Boring will be to a depth sufficient to determine the material properties of the natural subgrade, but shall be at least 10 feet deep. In addition, two (2) tests pits will be excavated along the runway edge to collect bulk samples. All borings and test pits will be coordinated with the Owner prior to any work being performed. Geotechnical services will be completed during nighttime hours. Runway 18-36 will be closed during the completion of all geotechnical services.

Garver will be on-site during the boring to document and review the pavement section, subgrade condition, and the presence of water.

A.3 Design Services

A.3.1 General

Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained.

A.3.2 Owner / Agency Coordination

Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

A.3.2.1 Reimbursable Agreement

Garver will assist the Owner in the development of a Reimbursable Agreement for a flight check after the completion of construction. Garver will work with the Owner to determine the value of the RA for the purposes of grant budgeting.

A.3.2.2 Modifications to Standard

Garver will develop a modification to standard (MOS) for the proposed runway centerline offset from runway crown. Garver will prepare the necessary MOS documentation for submission to the FAA through the Airport Data and Information Portal (ADIP). Documentation will include details of the defined standard, why the standard cannot be met, viable alternatives, and any necessary restrictions associated with the MOS.

A.3.3 Quality Control

Garver will develop a project specific quality control plan. The quality control plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.

Garver will complete a quality control review prior to any design submission to Owner and/or FAA. QC reviews will be completed by a senior project manager. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

A.3.4 Environmental Coordination

Garver will develop a Small Site Stormwater Pollution Prevention Plan (SWPPP), including erosion control plans and details.

Garver will coordinate and complete documentation for submission to FAA to receive environmental clearance for the project. Documentation will include that required by the documented CATEX questionnaire of FAA SOP 5.0.

A.3.5 Airspace Analysis

Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.

A.3.6 DBE Coordination

Garver will coordinate with the FAA's Office of Civil Rights and complete a three-year Disadvantaged Business Enterprises (DBE) goal for the Owner's federal projects.

A.3.7 Construction Safety and Phasing Plan

Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.

A.3.8 Existing Conditions Review

A.3.8.1 Record Document Review

Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

A.3.8.2 Site Visits

Garver's civil and electrical engineers will perform up to two (2) site visits to the project site to review existing conditions and evaluate survey and record document data.

A.3.9 Drainage Study

Garver will develop hydrologic and hydraulic models of the airfield drainage system within the project limits for the 1, 2, 5, 10, 25, 50, and 100 year storms. Autodesk Storm and Sanitary Analysis will be utilized to complete interconnected pond analysis for all drainage areas. Modeling methodology and parameters will be selected in accordance with standard engineering practice and Owner standards. Modeling parameters, such as areas, slopes, drainage paths, distances, etc. will be obtained from surveys, planimetric contour maps and aerial photos and verified by field investigation.

A pre-development model will be developed to include drainage infrastructure that is known to be functional. Damaged or non-functional drainage infrastructure will not be included in the pre-development model. Garver will also develop a post-development model to manage runoff from the project site. The post-development model may include the expansion of the existing detention areas as well as potential onsite mitigation options.

Garver will develop a brief drainage analysis and this information will be included in the Final Engineer's Report. The drainage analysis report will include the following:

- Pre-development Drainage Methodology and Results
- Post-development Drainage Methodology and Results

A.3.10 Pavement Design

Garver will develop a fleet mix for the proposed project based on aircraft fleet data from the Traffic Flow Management System Counts (TFMSC), 5010 records, and FBO staff. Upon completion of the aircraft fleet mix, Garver will submit the fleet to the Owner for review. Upon approval by the Owner, Garver will use FAARFIELD and life cycle cost analysis methods to develop a recommendation for the most economical pavement design. Based on this analysis and discussions with the Owner, a pavement design for the project will be chosen. For concrete pavement design, Garver will design joint patterns and jointing details.

A.3.11 Geometric Design

Garver will provide geometric design in accordance with FAA AC 150/5300-13 (latest edition) or other local standards. The following design criteria will be used for airfield design:

- Airplane Design Group (ADG) – II
- Aircraft Approach Category (AAC) – B
- Taxiway Design Group (TDG) – 2
- Critical Aircraft – Citation Sovereign / Falcon 7X

A.3.12 Modeling

Garver will develop preliminary vertical alignments based on the requirements of FAA AC 150/5300-13 (latest edition). Upon the completion of vertical alignments, assemblies will be developed based on the pavement design and corridors will be modeled for each runway alignment. Modeling will include all surface changes from centerline of corridor to tie into existing grade for the project site. At the completion of individual corridor developments, all corridors will be combined into a final grading surface. Modeling will be an iterative process to determine the most efficient design solution.

A.3.13 Grading and Drainage

Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes.

A.3.14 Airfield Electrical

A.3.14.1 Airfield Lighting and Signage

Garver will provide electrical engineering services to design the new lighting improvements on the project including but not limited to the following: runway and taxiway edge lighting and guidance signage.

A.3.14.2 REIL Design

Garver will provide electrical engineering services for the construction of Runway End Identifier Lights (REILs) for each runway end.

A.3.14.3 PAPI Design

Garver will utilize obstruction data found on the FAA's AGIS website and obstruction survey data from the Airport's Master Plan to determine the proposed location of the PAPI. Garver's surveying team will evaluate the Obstacle Clearance Surface (OCS) and the Light Signal Clearance Surface (LSCS) in the field for coordination of final PAPI bar locations. TCH calculations shall be completed per FAA AC 5340-30. The location will be confirmed by a contractor's survey that will be performed prior to installation of the PAPI boxes.

A.3.15 Utility Design and Coordination

As necessary, Garver will coordinate with the Airport and FAA to locate and protect any existing utilities or Navigational Aid cables.

Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

A.3.16 Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase	
	90% Preliminary	100% Issued for Bid
Cover Sheet	X	X
Sheet Index	X	X
General Notes	X	X
Project Layout Plan	X	X
Survey Control Plan	X	X
Construction Safety Plans	X	X
Construction Safety Details	X	X
Existing Conditions Plans	X	X
Erosion Control Plans	X	X
Erosion Control Details	X	X
Demolition Plans	X	X
Demolition Details	X	X
Drainage Plans	X	X
Drainage Details	X	X
Utility Plans	X	X
Utility Details	X	X
Typical Sections	X	X
Paving Plans	X	X

Paving Details	X	X
Grading Plans	X	X
Grading Details	X	X
Elevation Plans	X	X
Elevation Details	X	X
Pavement Marking Plans	X	X
Pavement Marking Details	X	X
Electrical Notes	X	X
Lighting Removal Plans	X	X
Lighting Installation Plans	X	X
Lighting Details	X	X
Power Installation Plans	X	X
Power and Control Diagrams	X	X
Cross Sections	X	X

A.3.17 Specifications and Contract Documents

A.3.17.1 Technical Specifications

Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

A.3.17.2 Construction Contract Documents

Garver will develop construction contract documents based on Engineers Joint Contract Documents Committee (EJCDC) standards. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

A.3.18 Engineer's Report

Garver will prepare an Engineer's Report to outline the project's design criteria and design considerations. The report will discuss design decisions of all major project parameters. A summary of the sections to be included in the Engineer's Report are shown below:

- Executive Summary
- Project Background
- Existing Conditions
  - Site Survey
  - Geotechnical Investigation
  - Project Photographs
- Applicable AIP Standards
- Construction Safety and Phasing
- Geometric Design
- Pavement Design

- Drainage Design
- Airfield Lighting and Signage
- NAVAIDS
- Pavement Markings
- Environmental Considerations
- Utility Design
- Miscellaneous Design Items
- Modifications to AIP Standards
- Non-AIP-Eligible Work Items
- DBE Participation
- Project Schedule
- Engineer's Opinion of Probable Cost

A.3.19 Quantities and Engineer's Opinion of Probable Cost.

Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

A.3.20 Design Services Submission and Meeting Summary

The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

A.3.20.1 Conceptual Planning Meeting

Garver will attend a conceptual meeting with the City's planning department to review the project scope and project schedule.

A.3.20.2 90% Preliminary Design

Garver will develop 90% design plans and submit these to the City of Bentonville for review. Garver will attend a Pre-Application meeting with the City to review the project plans. Garver will then coordinate the submission of the preliminary plans for official City review. It is anticipated that the Owner will review the design submission within two (2) weeks.

At the completion of the Owner review period, Garver will meet with the City of Bentonville to review the 90% design plans and to receive Owner comments and direction. Garver will submit the preliminary plans and engineer's report to the FAA after incorporating any Owner comments.

A.3.20.3 100% Issued for Bid (IFB)

Garver will incorporate Owner and FAA comments from their respective final reviews and develop 100% IFB plans and specifications. Garver will furnish plans, specifications, and Engineer's Report to the Owner and FAA.

A.4 RSA Evaluation

Garver will evaluate the existing conditions of Runway 18-36 runway safety area (RSA) in accordance with ARP Standard Operating Procedure 8.0 effective 1/1/2016 and FAA Order 5200.8. The purpose of the evaluation will be to provide the necessary information to the FAA for the purpose of making a

Runway Safety Area Determination (RSAD). The RSA will be evaluated for compliance with the RSA Standards in FAA Advisory Circular 150/5300-13A.

Evaluation of the existing conditions will include a site visit by the project manager and design engineer to determine (by visual means only) any non-conforming objects or grades inside the limits of the RSA. The Owner will provide site access and escort services for the site visit.

A.5 Bidding Services

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.

Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

A.6 Grant Closeout Services

Garver will assist the Owner in the submission of grant closeout documents for the project. In addition, Garver will prepare and assist the Owner in the application of a matching state grant.

A.7 Project Deliverables

The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

1. 90% Preliminary Design Plans, Specifications, and Engineer's Report to the Owner and FAA for review.
2. 100% Issued for Bid Plans, Specifications, and Engineer's Report to the Owner and FAA.
3. Issued for Construction Plans and Specifications to the Owner, Contractor, and FAA.
    a. Three hard copies to the Contractor
    b. One copy to the FAA.
4. Other electronic files as requested.

A.8 Additional Services

The following items are not included under this agreement but will be considered as additional services to be added under a separate Work Order if requested by the Owner.

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.

2. Deliverables beyond those listed herein.
3. Design of any utility relocation.
4. Engineering, architectural, or other professional services beyond those listed herein.
5. Retaining walls or other significant structural design.
6. Construction Administration Services, On-Site Construction Observation, and/or Construction Materials Testing. These services will be added to the project through future work orders.
7. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
8. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
9. Services after construction, such as warranty follow-up, and operations support.

A.9 Schedule

Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

Exhibit B-10

Bentonville Municipal Airport
Runway 18-36 Widening Design Services

SURVEYS

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	S-5	S-4	2-Man Crew (Survey)
	$62.71	$53.64	$44.35	$38.19	$57.82	$43.60	$66.15
	hr	hr	hr	hr	hr	hr	hr
1. Topographic Survey							
Survey Layout Map	2			2	2		
Review of Existing Control Points							4
Topographic Surveys							24
Data Processing/Preparation	1			4	2	8	
Subtotal - Topographic Survey	**3**	**0**	**0**	**6**	**4**	**8**	**28**
Hours	**3**	**0**	**0**	**6**	**4**	**8**	**28**
Salary Costs	$188.13	$0.00	$0.00	$229.14	$231.28	$348.80	$1,852.20

SUBTOTAL - SALARIES:		**$2,849.55**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:		**$5,341.20**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$445.64	
Postage/Freight/Courier	$0.00	
Travel Costs (3 Trips @ 45mi/Trip)	$85.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$530.64**
SUBTOTAL:		**$8,721.39**
SUBCONSULTANTS FEE:		**$0.00**
PROFESSIONAL FEE		**$1,228.61**
TOTAL FEE:		**$9,950.00**

Exhibit B-10

Bentonville Municipal Airport
Runway 18-36 Widening Design Services

GEOTECHNICAL SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	T-2	C-2
	$62.71	$53.64	$44.35	$38.19	$41.65	$35.28	$43.29
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Coordination with Geotechnical Subconsultant	2						
Boring Layout				2			
Utility Coordination	2			4			
Review Geotechnical Report	1			4			
Subtotal - Civil Engineering	**5**	**0**	**0**	**10**	**0**	**0**	**0**
Hours	**5**	**0**	**0**	**10**	**0**	**0**	**0**
Salary Costs	$313.55	$0.00	$0.00	$381.90	$0.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$695.45**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:		**$1,303.55**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$21.15	
Postage/Freight/Courier	$0.00	
Travel Costs (1 Trip @ 45mi/Trip)	$30.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$51.15**
SUBTOTAL:		**$2,050.15**
SUBCONSULTANTS FEE (GRUBBS):		**$14,000.00**
PROFESSIONAL FEE		**$299.85**
TOTAL FEE:		**$16,350.00**

Exhibit B-10

Bentonville Municipal Airport
Runway 18-36 Widening Design Services

RSA EVALUATION

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	T-2	C-2
	$62.71	$53.64	$44.35	$38.19	$41.65	$35.28	$43.29
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
RSA Evaluation Site Visit			6	6			
RSA Evaluation Forms	1		4				
Cost Estimates for RSA Improvements	1		4				
Subtotal - Civil Engineering	**2**	**0**	**14**	**6**	**0**	**0**	**0**
Hours	**2**	**0**	**14**	**6**	**0**	**0**	**0**
Salary Costs	$125.42	$0.00	$620.90	$229.14	$0.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$975.46**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:		**$1,828.40**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$45.56	
Postage/Freight/Courier	$0.00	
Travel Costs (1 Trip @ 45mi/Trip)	$30.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$75.56**
SUBTOTAL:		**$2,879.42**
SUBCONSULTANTS FEE:		**$0.00**
PROFESSIONAL FEE		**$420.58**
TOTAL FEE:		**$3,300.00**

Exhibit B-10

Bentonville Municipal Airport
Runway 18-36 Widening Design Services

PRELIMINARY DESIGN

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	T-2	C-2
	$62.71	$53.64	$44.35	$38.19	$41.65	$35.28	$43.29
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Development of QC Plan	1			4			
Kickoff Meeting	2			4			
Conceptual Planning Meeting	2			6			
Coordination with Owner	2			8			
Airport Board Meetings (3)	9			9			
Coordination with FAA	4			10			
DBE 3-Year Goal Development	1			2		8	
Site Visit (2)	8			16			
Utility Coordination	2			4			
Establish Design Criteria	1			4			
Horizontal Alignment	2			8		16	
Vertical Alignment and Modeling	4			8		30	
Drainage Design and Report	2			24			
Pavement Design	2			6			
Construction Safety and Phasing Plan (CSPP)	2			6			
OE/AAA Airspace Analysis	1			2			
Preliminary Plans							
Cover Sheet & Index of Sheets (1)				1		2	
Survey Control Plan (1)	1			2		4	
General Notes (1)	1			2		4	
Construction Safety Drawings (5)	2			6		12	
Existing Conditions Plans (5)	1			2		4	
Erosion Control Plans and Details (2)	2			4		8	
Demolition Plans (1)	1			2		4	
Typical Sections (2)	2			4		8	
Plan and Profiles (5)	2			6		12	
Grading and Drainage Plans (5)	2			6		12	
Drainage Details (2)	1			4		8	
Pavement Marking Plans & Details (6)	2			4		8	
Miscellaneous Details (2)	1			2		4	
Specifications and Contract Documents	2			16			
Preliminary Engineer's Report	2			16			
Preliminary Quantities	2			8			
Cost	1			4			
Preliminary QC Review	4			8		20	8
Printing and Reproduction for Submittal	1			2			
Preliminary Owner Review Meeting	2			4			
Subtotal - Civil Engineering	**77**	**0**	**0**	**224**	**0**	**164**	**8**
2. Electrical Engineering							
Coordination with Design Team			8	8			
Site Visit (1)			4	6			
PAPI OCS Evaluation			1	2			
One-Line Diagram			2	6			
Preliminary Plans							
General Electrical Notes (1)			2	5			
Lighting Removal Plans (5)			4	8			

Lighting Installation Plans (5)			6	20			
Electrical Details (10)			2	8			
Vault Modifications			4	8			
Utility Coordination			2	4			
Specifications/Contract Documents			2	8			
Preliminary Engineer's Report			2	8			
Preliminary Quantities			2	10			
Cost			4	8			
Preliminary QC Review			4	8			
Subtotal - Electrical Engineering	**0**	**0**	**49**	**117**	**0**	**0**	**0**
Hours	**77**	**0**	**49**	**341**	**0**	**164**	**8**
Salary Costs	$4,828.67	$0.00	$2,173.15	$13,022.79	$0.00	$5,785.92	$346.32

SUBTOTAL - SALARIES:		**$26,156.85**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:		**$49,028.40**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$206.96	
Postage/Freight/Courier	$0.00	
Travel Costs (5 Trips @ 45mi/Trip)	$130.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$336.96**
SUBTOTAL:		**$75,522.21**
SUBCONSULTANTS FEE:		**$0.00**
PROFESSIONAL FEE		**$11,277.79**
TOTAL FEE:		**$86,800.00**

Exhibit B-10

Bentonville Municipal Airport
Runway 18-36 Widening Design Services

FINAL DESIGN

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	T-2	C-2
	$62.71	$53.64	$44.35	$38.19	$41.65	$35.28	$43.29
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Pre-Application Meeting with Owner	3			6			
Coordination with Owner	4			4			
Airport Board Meetings (2)	6			6			
Coordination with FAA	4			4			
SWPPP Development	1			2	8		
Site Visit (1)	4			6			
Drainage Design and Report Updates	1			8			
Construction Safety and Phasing Plan (CSPP)	1			2			
Final Plans							
Cover Sheet & Index of Sheets (1)				1		1	
Survey Control Plan (1)				1		2	
General Notes (1)				1		2	
Construction Safety Drawings (5)	2			4		6	
Existing Conditions Plans (5)				1		2	
Erosion Control Plans and Details (2)	1			2		4	
Demolition Plans (1)	1			1		2	
Typical Sections (2)	1			2		4	
Plan and Profiles (5)	2			2		6	
Grading and Drainage Plans (5)	2			2		6	
Drainage Details (2)	1			2		4	
Pavement Marking Plans & Details (6)	1			2		4	
Miscellaneous Details (2)	1			2		2	
Specifications and Contract Documents	2			8			
Final Engineer's Report	1			4			
Final Quantities	1			4			
Final Engineer's Estimate of Probable Cost	1			2			
Final QC Review	4			4		8	4
Printing and Reproduction for Submittal	1			2			
Final Owner Review Meeting	2			4			
Subtotal - Civil Engineering	**48**	**0**	**0**	**89**	**8**	**53**	**4**
2. Electrical Engineering							
Coordination with Design Team			4	4			
One-Line Diagram			1	4			
Final Plans							
General Electrical Notes (1)			1	2			
Lighting Removal Plans (5)			1	2			
Lighting Installation Plans (5)			2	10			
Electrical Details (10)			2	4			
Vault Modifications			1	2			
Utility Coordination			1	2			
Specifications/Contract Documents			1	4			
Final Engineer's Report			1	2			
Final Quantities			1	4			
Final Engineer's Estimate of Probable Cost			1	2			
Final QC Review			2	4			

Subtotal - Electrical Engineering	0	0	19	46	0	0	0
Hours	48	0	19	135	8	53	4
Salary Costs	$3,010.08	$0.00	$842.65	$5,155.65	$333.20	$1,869.84	$173.16

SUBTOTAL - SALARIES:		**$11,384.58**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:		**$21,339.26**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$82.59	
Postage/Freight/Courier	$0.00	
Travel Costs (3 Trips @ 45mi/Trip)	$85.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$167.59**
SUBTOTAL:		**$32,891.43**
SUBCONSULTANTS FEE:		**$0.00**
PROFESSIONAL FEE		**$4,908.58**
TOTAL FEE:		**$37,800.00**

Exhibit B-10

Bentonville Municipal Airport
Runway 18-36 Widening Design Services

BIDDING SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	T-2	C-2
	$62.71	$53.64	$44.35	$38.19	$41.65	$35.28	$43.29
	hr	hr	hr	hr	hr	hr	hr
2. Civil Engineering							
Dispense Bid Documents to Bidders	1						
Addendums/Inquiries	2						
Pre-Bid Meeting	4		4	8			
Bid Opening	4			8			
Prepare Bid Tabulation	1			4			
Evaluate Bids and Recommend Award	1			4			
Prepare Grant Application	4			10			
Subtotal - Civil Engineering	**17**	**0**	**4**	**34**	**0**	**0**	**0**
2. Electrical Engineering							
Addendums			1	2			
Subtotal - Electrical Engineering	**0**	**0**	**1**	**2**	**0**	**0**	**0**
Hours	**17**	**0**	**5**	**36**	**0**	**0**	**0**
Salary Costs	$1,066.07	$0.00	$221.75	$1,374.84	$0.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$2,662.66**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:		**$4,990.89**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$119.42	
Postage/Freight/Courier	$0.00	
Travel Costs (1 Trip @ 45mi/Trip)	$29.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$148.42**
SUBTOTAL:		**$7,801.97**
SUBCONSULTANTS FEE:		**$0.00**
PROFESSIONAL FEE		**$1,148.03**
TOTAL FEE:		**$8,950.00**

Exhibit B-10

Bentonville Municipal Airport
Runway 18-36 Widening Design Services

CLOSEOUT SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	T-2	C-2
	$62.71	$53.64	$44.35	$38.19	$41.65	$35.28	$43.29
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
FAA Closeout Documents	2			12			
ADA Closeout Documents	1			4			
Subtotal - Civil Engineering	**3**	**0**	**0**	**16**	**0**	**0**	**0**
Hours	**3**	**0**	**0**	**16**	**0**	**0**	**0**
Salary Costs	$188.13	$0.00	$0.00	$611.04	$0.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$799.17**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:		**$1,497.96**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$58.30	
Postage/Freight/Courier	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$58.30**
SUBTOTAL:		**$2,355.43**
SUBCONSULTANTS FEE:		**$0.00**
PROFESSIONAL FEE		**$344.57**
TOTAL FEE:		**$2,700.00**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH GARVER, LLC FOR CERTAIN SERVICES RELATED TO THE MUNICIPAL AIRPORT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement (Work Order #10) with Garver, LLC. for design, bidding and grant closeout services for KVBT runway design and related items at the Bentonville Municipal Airport, as set forth in the agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Airport**
Submitted by	**Debbie Griffin**
Phone	**(479) 254-2028**

Item Type: (*Check Applicable Item Type*)					
☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below)*:**

Budget adjustment accepting funds awarded from FAA grant for the design of the KVBT Airport Runway Widening, design of Runway Vertical/Visual Guidance System - PAPIs, and design of Runway Vertical/Visual Guidance System - REILS.

Estimated Cost	**$166,850**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded ***(briefly explain in space below)*** **:**

100% funded through FAA grants.

Budget Adjustment Request

Date of City Council Meeting	7/13/2021
Department	Airport
Submitted by	Debbie Griffin
Phone	(479) 254-2028

Purpose of Budget Adjustment *(Enter purpose in space below):*
To accept funds that have been awarded from FAA grant for Airport Improvement Program (AIP) Project No. 3-05-0006-17-2021 at Bentonville Municipal/Louise M Thaden Field.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101650	33110	Federal Direct Grant	$ 166,850.00	
101650	47390	Improv Other than Bldg / Other		$ 166,850.00
		Totals	$ 166,850.00	$ 166,850.00
		Net Impact on Fund Balance	$	-
*Final Account Number will be determined by Accounting Department after approval and purchase				

U.S. Department of Transportation
Federal Aviation Administration

Arkansas/Oklahoma
Airports District Office
Southwest Region

ASW-630
10101 Hillwood Parkway
Fort Worth, TX 76177

May 24, 2021

Honorable Stephanie Orman
Mayor of Bentonville
Bentonville, AR 72712

Dear Mayor Orman:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-05-0006-017-2021 at Bentonville Municipal/Louise M Thaden Field in Bentonville, Arkansas. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant by providing their electronic signature.

c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.

d. You may not make any modification to the text, terms or conditions of the grant offer.

e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
  1. Non-construction project: Due annually at end of the Federal fiscal year.
  2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Kathy Franklin, (817) 222-5697, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

[redacted]

Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	May 24, 2021
Airport/Planning Area	Bentonville Municipal/Louise M Thaden Field Airport
FY2021 AIP Grant Number	3-05-0006-017-2021
Unique Entity Identifier	075663237

TO: City of Bentonville
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a **Project Application dated April 30, 2021,** for a grant of Federal funds for a project at or associated with the Bentonville Municipal/Louise M Thaden Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Bentonville Municipal/Louise M Thaden Field Airport (herein called the "Project") consisting of the following:

Widen Runway (Design), Install Runway Vertical/Visual Guidance System - PAPIs (Design), Install Runway Vertical/Visual Guidance System - REILS (Design)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under **this Offer is $166,850.**

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $ 166,850 for airport development

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before July 1, 2021,** or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –

a. Associated with performance under this Grant; or

b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.

d. Our right to terminate unilaterally that is described in paragraph a. of this condition:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 1, 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   v. A court or grand jury;
   vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint —A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

25. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

[redacted]
(Signature)

Glenn Boles
(Typed Name)

Manager, AR/OK Airports District Office
(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated May 28, 2021

City of Bentonville
(Name of Sponsor)

[redacted]
(Signature of Sponsor's Authorized Official)

By: Stephanie Orman
(Typed Name of Sponsor's Authorized Official)

Title: Mayor
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Camille Thompson , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at June 4, 2021

By: [redacted]

(Signature of Sponsor's Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

a. Title 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]

f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).[1]

g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.[1]

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]

s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]

c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures

e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport noise compatibility planning.

g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

n. 49 CFR Part 20 – New restrictions on lobbying.

o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1] [2]

r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

   1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (City of Bentonville), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2)

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of April 30, 2021.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-3151**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☑ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Bid Award to Banner Fire Equipment Inc. through participation in the HGAC Cooperative (Co-op) contract, FS 12-19 JF-01. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249.

Estimated Cost	**$865,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

$800,000.00 grant from the Runway Fund at Fidelity Charitable at the recommendation of Steuart Walton, $65,000.00 budget adjustment.

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: June 22, 2021

Re: Bid Award for Aircraft Rescue Firefighting Vehicle (ARFF)

Fire Department Staff is asking Council to award bid to Banner Fire Equipment Inc. in the amount of $843,750.00 to purchase an Aircraft Rescue Firefighting Vehicle for the Bentonville Municipal Airport.

The Runway Fund at Fidelity Charitable at the recommendation of Steuart Walton has given the City a grant in the amount of $800,000.00 for the purchase of this vehicle. We are asking Council to approve a $65,000.00 budget adjustment to complete the purchase and purchase other items for the vehicle.

The bulk of the cost reductions resulting in a lower price after allowances and discounts can be attributed to cost savings of utilizing a shorter body option (-$16,197.00) and a smaller engine/transmission combination (-$43,032). These were HGA-C's unpublished options that are lower in cost than the base options.

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES only	Contract No.:	FS12-19	Date Prepared:	6/9/2021

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	Bentonville Fire Department	Contractor:	Banner Fire
Contact Person:	Deputy Chief Kevin Boydston	Prepared By:	Tom Pour
Phone:	479-271-3150	Phone:	618-407-2959
Fax:		Fax:	618-251-6020
Email:	kboydston@bentonvillear.com	Email:	tomp@bannerfire.com

Product Code:	JF01	Description:	E-ONE Titan 4x4 P801-Class 4 ARFF

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 975761

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
See Attached	1270		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	1270

HGACBuy
THE SMART PURCHASING SOLUTION

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
See Attached	-66938		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	-66938

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	-7%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)						910093
Quantity Ordered:	1	X Subtotal of A + B + C + D:	910093	=	Subtotal D:	910093
E. H-GAC Fee Calculation (From Current Fee Tables)					Subtotal E:	2000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Additional Discounts	-68343		
		Subtotal F:	-68343

Delivery Date:	420 Days	G. Total Purchase Price (D+E+F):	843750

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Product Description: E-ONE Titan 4x4 P801-Class 4 ARFF

Number of Units:One (1)

* The following details shall be provided with Purchase Order from End User to H-GAC for customized products:

A.	Base Bid Price as in Bid/Contract No. **FS12-19 JF01**	(per single unit)	$ 975,761.00
B.	Published Options added to Base Bid.....(per single unit).....		$ 1,270.00
C.	. . . . . PER UNIT SUB TOTAL:		$ 977,031.00

Change Order Provisions (if appliable):

D.	Dollar value of Unpublished Options added to base bid price per unit.....	$ 643,935.00	
E.	Dollar value of Contract Items per unit deleted from Base Bid total.....	$ (710,873.00)	
F.	PER UNIT CHANGE ORDER SUB TOTAL: (Change Order not to exceed 25%)	(Change order -7%)	$ (66,938.00)
G.	Order total without H-GAC fee forOne (1) units	SUB TOTAL:	$ 910,093.00
H.	H-GAC Administrative Fee (from Fee Schedules).....		$2,000.00
I.	Additional Discounts.....		$ (68,343.00)
J.	TOTAL PURCHASE PRICE INCLUDING H-GAC		$ 843,750.00

K. COMMENTS AND NOTES:

FORM E - PUBLISHED OPTIONS	Procurement No.:	FS12-19
Offeror Name:	Lone Star Emergency Group LLC	

JF01-JF02

Code or Part No.	Option Description	Offered Price	Qty:	Total
1060-0034	Beadlocks for Wheels	$ 4,497.00		
1060-0037	Spare Tire 24R21	$ 4,664.00		
1060-0093	Tire Pressure Monitoring System	$ 2,170.00		
1160-0022	Brush Guard for Bumper Turret	$ 1,058.00		
1350-0015	Locking Fuel Cap	$ 283.00		
1750-0161	Auxiliary Air Compessor	$ 1,522.00		
3340-0256	Glad Hands Front and Rear	$ 524.00		
3365-0210	Zico Electric/Hydraulic Ladder Rack	$ 12,668.00		
3380-0076	Tray Floor Mounted Slide Out	$ 1,053.00		
3380-0017	Tray Floor Mounted SlideMaster	$ 1,763.00		
3390-0226	Hose Storage for Pre-Connect Discharges	$ 1,337.00		
4435-0121	Strip Lights LED for Agent Level (2 Water/ 2 Foam)	$ 1,939.00		
5250-0113	Harrison 10Kw Hydraulic Generator	$ 21,772.00		
5200-0008	Breaker Box 16 Place	$ 1,304.00		
5390-0121	Light LED Rigid Industries Dually 2 (PR)	$ 1,000.00		
5400-0066	Light HID Speaker 9700 (PR)	$ 1,011.00		
7600-0073	Beadlock Tool	$ 1,563.00		
7900-0024	Foam 3% Mil-Spec AFFF (5 Gallon)	$ 153.00		
7900-0110	Dry Chemical PKW (50# Pail)	$ 127.00		

Total $ -

	Equipment			
	(From Equipment Form E)			
7900-0110	Dry Chemical PKW (50# Pail)	$ 127.00	10	$ 1,270.00

Total $ 1,270.00

Total Published $ 1,270.00

Deletions from Base Bid	Price	Qty	Total
[1025-0193] AXLE FRT KESSLER 31,000 LB	$ 35,719.00	1	$ 35,719.00
[1025-0194] AXLE REAR KESSLER 31,000 LB	$ 25,346.00	1	$ 25,346.00
[1060-0027] TIRE PKG MICH 24R21 4X4 ARFF	$ 14,137.00	1	$ 14,137.00
[1060-0037] TIRE SPARE MICH 24R21 (EA)	$ 4,188.00	1	$ 4,188.00
[1070-0034] SUSP KIT ARFF COIL 31K AXLE RR	$ 6,348.00	1	$ 6,348.00
[1070-0035] SUSP KIT ARFF COIL 31K AXLE FR	$ 6,348.00	1	$ 6,348.00
[1110-0021] AIR TANK AUX ARFF	$ 662.00	1	$ 662.00
[1200-0364] ENG/TRAN SCANIA 670 HP TIER IV	$ 203,281.00	1	$ 203,281.00
[1225-0071] EXHAUST SS SCANIA P8 ARFF	$ 712.00	1	$ 712.00
[1250-0089] FRAME 12 X 4 X .375 ARFF 4X4	$ 41,747.00	1	$ 41,747.00
[1350-0072] FUEL SYS- 70 GAL ARFF	$ 1,718.00	1	$ 1,718.00
[1400-0005] BATT (4) GRP 31 1000 CCA ARFF	$ 684.00	1	$ 684.00
[1510-0035-147] BRKT AIR PACK BTL UNVRSL (EA)	$ 200.00	1	$ 200.00
[1510-0035-779] BRKT AIR PACK BTL UNVRSL (EA)	$ 200.00	1	$ 200.00
[1510-0035-780] BRKT AIR PACK BTL UNVRSL (EA)	$ 200.00	1	$ 200.00
[1680-0387] ENG COOLANT HEATER ARFF	$ 552.00	1	$ 552.00
[1750-0025-V80-04] RECEPT INLET 30 AMP AUTO-EJECT	$ 1,072.00	1	$ 1,072.00
[1750-0073-586] ANTENNA UNIV BASE CAB MNTD	$ 122.00	1	$ 122.00
[1750-0588] WHEEL STEER W/ SW PODS ARFF	$ 892.00	1	$ 892.00
[1750-0642] CHRGR BATTERY LPC 45 24V 120V	$ 1,918.00	1	$ 1,918.00
[1800-0031] COOLING SYS TIER IV ARFF	$ 13,129.00	1	$ 13,129.00
[3080-0326] BODY P801 4X4 ARFF	$ 89,853.00	1	$ 89,853.00
[3300-0017-003] DR RUP SATIN SHORT ROM	$ 1,075.00	1	$ 1,075.00
[3300-0017-005] DR RUP SATIN SHORT ROM	$ 1,075.00	1	$ 1,075.00
[3300-0017-007] DR RUP SATIN SHORT ROM	$ 1,075.00	1	$ 1,075.00
[3300-0017-015] DR RUP SATIN SHORT ROM	$ 1,075.00	1	$ 1,075.00
[3300-0017-017] DR RUP SATIN SHORT ROM	$ 1,075.00	1	$ 1,075.00
[3300-0017-019] DR RUP SATIN SHORT ROM	$ 1,075.00	1	$ 1,075.00
[3300-0019-004] DR RUP SATIN TALL ROM	$ 1,531.00	1	$ 1,531.00
[3300-0019-006] DR RUP SATIN TALL ROM	$ 1,531.00	1	$ 1,531.00
[3300-0019-016] DR RUP SATIN TALL ROM	$ 1,531.00	1	$ 1,531.00
[3300-0019-018] DR RUP SATIN TALL ROM	$ 1,531.00	1	$ 1,531.00
[3320-0031-005-13] SCBA COMPT STRG ZICO LRG	$ 182.00	2	$ 364.00
[3320-0031-017-13] SCBA COMPT STRG ZICO LRG	$ 182.00	2	$ 364.00
[3350-0196] REEL AIR 200' LP 3/8" ARFF	$ 1,167.00	1	$ 1,167.00
[3370-0246] SHELF ADJ NON-TRANSV	$ 274.00	1	$ 274.00
[3370-0247] TRACK SHELF/TRAY	$ 214.00	1	$ 214.00
[3380-0501] *TRAY SLDMSTR FLR MNT TILT DWN	$ 1,453.00	1	$ 1,453.00
[4005-0229] PUMP HALE 8FG ARFF	$ 40,105.00	1	$ 40,105.00
[4010-0341] TANK 1585/225 WTR/FM ARFF	$ 31,115.00	1	$ 31,115.00
[4030-0081] TUR ROOF N/A 12V 3353 EXT PIPE	$ 25,946.00	1	$ 25,946.00
[4030-0088] TUR BUMP AKR 3351 FIXED W/AC	$ 22,107.00	1	$ 22,107.00
[4415-0070-017] DIS 1.5 PRECON AUTO	$ 2,347.00	1	$ 2,347.00
[4420-0001] NITN BTL 400 CF	$ 1,628.00	1	$ 1,628.00
[4420-0029] DRY CHEM SYS 500# ARFF P7	$ 10,654.00	1	$ 10,654.00
[4430-0157] FM SYS FRC AUTOFOAM 180	$ 17,285.00	1	$ 17,285.00

[4450-0295] TTP 8.0 W/ AIR ACT BFLY/ CHECK	$ 8,007.00	1	$ 8,007.00
[5010-0091] ELEC SYSTEM ARFF V-MUX	$ 4,476.00	1	$ 4,476.00
[5010-0092-339] DSPLY VISTA IV TOUCH (EA) ARFF	$ 2,694.00	1	$ 2,694.00
[5010-0110-202] DSPLY ULTRA VIEW UV780 ARFF PP	$ 3,818.00	1	$ 3,818.00
[5100-0000-198] SWITCH FOOT AIR HORNS	$ 155.00	1	$ 155.00
[5100-0000-199] SWITCH FOOT AIR HORNS	$ 155.00	1	$ 155.00
[5100-0007-198] SWITCH FOOT ELECTRONIC SIREN	$ 155.00	1	$ 155.00
[5100-0007-199] SWITCH FOOT ELECTRONIC SIREN	$ 155.00	1	$ 155.00
[5130-0002-003] REEL CORD ELEC 200' 10/3 YLW	$ 3,145.00	1	$ 3,145.00
[5130-0006-003] ROLLER CORD REEL ON REEL	$ 457.00	1	$ 457.00
[5130-0024-05T] LOC - SWITCH REEL REWIND CORD	$ 155.00	1	$ 155.00
[5130-0077-003] JUNCTION BOX AKRON L5-20/5-20	$ 828.00	1	$ 828.00
[5150-0187] LTS S/T/T/BU LED ARFF	$ 376.00	1	$ 376.00
[5200-0008-C74] BREAKER BOX 16 PLACE SGL PHASE	$ 1,173.00	1	$ 1,173.00
[5250-0113-306] GEN 10KW HARRISON MCR ARFF	$ 19,547.00	1	$ 19,547.00
[5350-0302] ORLACO TIC, MON, BKUP CAM ARFF	$ 21,091.00	1	$ 21,091.00
[5380-0200] LT GROUND PKG EON LED SM	$ 1,141.00	1	$ 1,141.00
[5380-0203] LT STEP PKG EON LED SM	$ 968.00	1	$ 968.00
[5380-0310] LT COMPT PKG HANSEN SM DUAL	$ 2,243.00	1	$ 2,243.00
[5390-0121-437] LT LED RIGID DUALLY D2 (PR)	$ 899.00	1	$ 899.00
[5390-0255-22B] LTS SCENE TECNIQ K60 LED(PR)	$ 672.00	1	$ 672.00
[5390-0255-947] LTS SCENE TECNIQ K60 LED(PR)	$ 672.00	1	$ 672.00
[5390-0346-C75] LT DECK TECNIQ PO6 LED (PR)	$ 434.00	1	$ 434.00
[5390-0346-K89] LT DECK TECNIQ PO6 LED (PR)	$ 434.00	1	$ 434.00
[5400-0147] LT ENGINE COMPT LED (EA)	$ 186.00	1	$ 186.00
[5450-0193-947] LT FRC SPECTRA LED120V INTPOLE	$ 3,240.00	1	$ 3,240.00
[5470-0024-2HW] RECPT 15AMP/110V 5-15 / L5-15	$ 434.00	1	$ 434.00
[5470-0024-V80] RECPT 15AMP/110V 5-15 / L5-16	$ 434.00	1	$ 434.00
[5510-0030-870] SPKR FED DYNAMAX ES100 ARFF	$ 462.00	1	$ 462.00
[5600-0188-269-07] **LT FED ULTRASTAR LED BEACON	$ 397.00	2	$ 794.00
[5600-0188-331-06] **LT FED ULTRASTAR LED BEACON	$ 397.00	1	$ 397.00
[5600-0188-332-06] **LT FED ULTRASTAR LED BEACON	$ 397.00	1	$ 397.00
[5600-0502] LTS FED MICROPULSE 12 RED (PR)	$ 602.00	5	$ 3,010.00
[7900-0024] FOAM 3% CHEM GUARD AFFF	$ 198.00	45	$ 8,910.00
[7900-0034] DRY CHEMICAL PURPLE K 50# PAIL	$ 98.00	10	$ 980.00
[7900-0042] NITN BTL 400 CF SHP LOOSE	$ 1,154.00	1	$ 1,154.00

Total $ 710,873.00

Additions to Base Bid	Price	Qty	Total
[1025-0216] AXLE FRT KESSLER 21,000 LB	$ 22,234.00	1	$ 22,234.00
[1025-0217] AXLE REAR KESSLER 21,000 LB	$ 16,960.00	1	$ 16,960.00
[1050-0109] WHEELS ALUM (4)	$ 3,543.00	1	$ 3,543.00
[1060-0178] TIRES MICH 445 XZL P8AT ARFF	$ 8,017.00	1	$ 8,017.00
[1070-0040] BAR ANTI SWAY 4X4/6X6 ARFF	$ 2,337.00	1	$ 2,337.00

[1070-0043] SUSPENSION AIR RIDE ARFF AT	$ 12,691.00	1	$ 12,691.00
[1110-0032] AUTO MOISTURE EJECT HTD ARFF	$ 145.00	3	$ 435.00
[1110-0212] AIR RESERVOIR CLAMPS/STRAPS SS	$ 560.00	1	$ 560.00
[1160-0226] BMP LICENSE PLT HOLDER APP PNL	$ 56.00	1	$ 56.00
[1200-0400] T-CASE AT ARFF	$ 23,277.00	1	$ 23,277.00
[1200-0401] POWER DIVIDER AT ARFF	$ 61,684.00	1	$ 61,684.00
[1200-0409] ENG/TRAN 2021 X12 500/EVS4000	$ 160,249.00	1	$ 160,249.00
[1225-0080] EXHAUST SS CUMMINS P8 ARFF	$ 712.00	1	$ 712.00
[1250-0025] FRAME 12X3.5X.375 CHAS	$ 7,196.00	1	$ 7,196.00
[1350-0083] FUEL SYS- 40 GAL ARFF	$ 1,656.00	1	$ 1,656.00
[1400-0004] BATT (3) GRP 31 1000 CCA ARFF	$ 513.00	1	$ 513.00
[1400-0092] JUMPER STUD LOC NEAR BATTERIES	$ 283.00	1	$ 283.00
[1510-0203-147] BRKT AIR PACK BTL SMARTDOCK	$ 645.00	1	$ 645.00
[1510-0203-779] BRKT AIR PACK BTL SMARTDOCK	$ 645.00	1	$ 645.00
[1510-0203-780] BRKT AIR PACK BTL SMARTDOCK	$ 645.00	1	$ 645.00
[1510-0279] EXTENDER READYREACH SEAT BELT	$ 28.00	4	$ 112.00
[1510-0346-151] BRKT AIR PACK ZICO ULLH-EZO	$ 396.00	1	$ 396.00
[1540-0161] MAP POCKET BACK WALL ARFF	$ 299.00	1	$ 299.00
[1680-0005] FAN CLUTCH THERMATIC	$ 1,836.00	1	$ 1,836.00
[1680-0028] BLOCK HTR 1500W 120V ARFF	$ 670.00	1	$ 670.00
[1680-0250] TANK DEF 5 GAL	$ 2,235.00	1	$ 2,235.00
[1685-0840] CUP HOLDER (EA) ALUM ARFF	$ 232.00	4	$ 928.00
[1700-0027] ALT 420AMP LEECE NEVILLE	$ 5,557.00	1	$ 5,557.00
[1750-0024-V80-04] RECEPT INLET 20AMP AUTO-EJECT	$ 735.00	2	$ 1,470.00
[1750-0032] SW HORN BUTTON 3POS DOT/AH/ES	$ 261.00	1	$ 261.00
[1750-0061] CNTRL PSHBTN SWITCH OFFCR DASH	$ 123.00	1	$ 123.00
[1750-0344] CHRGR BATTERY LPC 40 120V	$ 1,176.00	1	$ 1,176.00
[1750-0429-592] CAB USB CHARGING PORT HOT	$ 92.00	1	$ 92.00
[1750-0429-593] CAB USB CHARGING PORT HOT	$ 92.00	1	$ 92.00
[1800-0034] VLV SHUTOFF COOLNT FLTR (PR)	$ 178.00	1	$ 178.00
[3080-0393] BODY P8AT 4X4 ARFF	$ 73,656.00	1	$ 73,656.00
[3134-0003] PUMP PNL SS OVERLAY ARFF	$ 648.00	1	$ 648.00
[3300-0021-003] DR RUP PAINTED SHORT ROM	$ 1,816.00	1	$ 1,816.00
[3300-0021-005] DR RUP PAINTED SHORT ROM	$ 1,816.00	1	$ 1,816.00
[3300-0021-015] DR RUP PAINTED SHORT ROM	$ 1,816.00	1	$ 1,816.00
[3300-0021-017] DR RUP PAINTED SHORT ROM	$ 1,816.00	1	$ 1,816.00
[3300-0022-004] DR RUP PAINTED TALL ROM	$ 2,274.00	1	$ 2,274.00
[3300-0022-006] DR RUP PAINTED TALL ROM	$ 2,274.00	1	$ 2,274.00
[3300-0022-016] DR RUP PAINTED TALL ROM	$ 2,274.00	1	$ 2,274.00
[3300-0022-018] DR RUP PAINTED TALL ROM	$ 2,274.00	1	$ 2,274.00
[3320-0377-377] SCBA COMPT STRG ZICO PACSR-B	$ 181.00	4	$ 724.00
[3340-0101] PROPELLANT BOTTLE CRADLE ARFF	$ 330.00	1	$ 330.00
[3340-2038] CRANE DAVIT 500 LBS ARFF	$ 1,771.00	1	$ 1,771.00
[3340-2226] BODY MOD PUMP PANEL TRIM PLTWK	$ 1,596.00	1	$ 1,596.00
[3380-0571] TRAY SLDMSTR FLR MNT TILT DOWN	$ 1,229.00	2	$ 2,458.00
[4005-0255] PUMP DARLEY PSP PTO 100 TO 150	$ 30,488.00	1	$ 30,488.00
[4015-0242] PRIMER TRIDENT AIR 3 BARREL	$ 2,351.00	1	$ 2,351.00
[4030-0105] TUR ROOF STRMMSTR 12V 3482	$ 16,646.00	1	$ 16,646.00

[4030-0107] TUR ROOF STRMMSTR 3482 W/AC	$ 17,247.00	1	$ 17,247.00
[4110-0007] FOAM TRANSFER PUMP SHUT OFF	$ 574.00	1	$ 574.00
[4415-0161-581] DIS 2.5 LH PNL MAN AKR DRP	$ 1,655.00	1	$ 1,655.00
[4415-0164-583] DIS 2.5 RH PNL MAN AKR DRP	$ 1,655.00	1	$ 1,655.00
[4420-0066] DRY CHEM SYS 500# FIRE COMBAT	$ 26,392.00	1	$ 26,392.00
[4430-0181] FOAM SYSTEM ATP ELECT	$ 8,880.00	1	$ 8,880.00
[4432-0147] FOAM TEST SYSTEM ECO-LOGIC	$ 11,325.00	1	$ 11,325.00
[4435-0078] IC WTR/FM TK LVL DISPLAY ADDL	$ 817.00	1	$ 817.00
[4435-0246] GA PRESS-2.5" IC SS W/BEZ	$ 185.00	3	$ 555.00
[4435-0372-1FL] GA TNK LVL PSTANK2 ARFF	$ 1,600.00	1	$ 1,600.00
[4440-0009] INTAKE GATED 2.5" DRV ARFF	$ 1,196.00	1	$ 1,196.00
[4440-0222] INTAKE 5 ARFF DRV SIDE PP	$ 4,274.00	1	$ 4,274.00
[4450-0347] TTP 6.0 W/AIR ACT BFLY/ CHECK	$ 6,483.00	1	$ 6,483.00
[4455-0001] WINTERIZATION PACKAGE 4X4 ARFF	$ 15,671.00	1	$ 15,671.00
[5010-0115] ELEC SYSTEM ARFF MOTOPLEX	$ 4,476.00	1	$ 4,476.00
[5010-0117-339] DSPLY PRAN PR3845 WP (EA) ARFF	$ 3,832.00	1	$ 3,832.00
[5010-0118-202] DSPLY PRAN PR3845 WP ARFF PP	$ 3,832.00	1	$ 3,832.00
[5150-0267] LTS S/T/T/BU LED ARFF T/L	$ 520.00	1	$ 520.00
[5350-0078] CAMERA SM PLT SHIELD	$ 432.00	1	$ 432.00
[5350-0319] INTRCM FIRECOM CAB WIRELESS	$ 4,802.00	1	$ 4,802.00
[5350-0570] ORLACO TIC, MON, BKUP CAM ARFF	$ 17,337.00	1	$ 17,337.00
[5380-0307] LT COMPT PKG HANSEN SM	$ 1,122.00	1	$ 1,122.00
[5390-0121-C75] LT LED RIGID DUALLY D2 (PR)	$ 899.00	1	$ 899.00
[5390-0121-K89] LT LED RIGID DUALLY D2 (PR)	$ 899.00	1	$ 899.00
[5390-0345-437] LT LED RIGID SR-SERIES PRO(PR)	$ 765.00	1	$ 765.00
[5400-0312] LT ENG COMPT LED EON (6) ARFF	$ 499.00	1	$ 499.00
[5450-0550-0P8] LT RIGID 30" LED BRKT MNT	$ 2,337.00	1	$ 2,337.00
[5510-0030-R11] SPKR FED DYNAMAX ES100 ARFF	$ 462.00	1	$ 462.00
[5600-0078-294-06] LT WHLN BEACON LED 360 (PR)	$ 1,725.00	1	$ 1,725.00
[5600-0078-4Y7-07] LT WHLN BEACON LED 360 (PR)	$ 1,725.00	1	$ 1,725.00
[5600-0410] LTS WHLN 600 SUPER LED RED(PR)	$ 800.00	4	$ 3,200.00
[5600-0913] LTS WHLN 500 SUPER LED RED(PR)	$ 676.00	2	$ 1,352.00
[7900-0048] SPARE TIRE MICH/ALUM/FRNT (EA)	$ 2,412.00	1	$ 2,412.00
[8100-0575] PAINT BODY 2-TONE COLOR	$ 2,543.00	1	$ 2,543.00
[8100-0682] PAINT CAB 2-TONE STANDARD	$ 1,655.00	1	$ 1,655.00
[8300-0025-000-13] PIN STRIPE 1/4" HGHLT STRIPE	$ 1,141.00	1	$ 1,141.00
[8300-0026-000-12] STRIPE SINGLE TRIM 1"/ 1" GAP	$ 853.00	1	$ 853.00

Total $ 643,935.00

BANNER
FIRE EQUIPMENT, INC

FIRE APPARATUS PROPOSAL

DATE: June 4, 2021

This proposal has been prepared for:

BENTONVILLE FIRE DEPARTMENT
BENTONVILLE AIRPORT
BENTONVILLE, ARKANSAS

:

UNIT QUANTITY	MODEL	PRICE
1	E-One All Aluminum Titan P801 1000 gallon 4x4 ARFF vehicle, Darley PSP PTO pump, 1140 gallon tank (1000 gal water, 140 foam), Cummins X12 500HP engine, per submitted specifications	$843,750.00

Delivery will be FOB Bentonville Arkansas, approximately 420 calendar days after receipt of order.
Price is firm for 60 calendar days.

Company: BANNER FIRE EQUIPMENT, INC.

By: Tom Pour

Title: Apparatus Sales

BANNER
FIRE EQUIPMENT, INC

INCLUDED ITEMS

Delivery of unit to Bentonville
Five (5) days of factory training
Prebuild Conference
Factory Inspection Trip

BANNER
FIRE EQUIPMENT, INC

AGREEMENT

This Agreement ("Agreement") is made this __th day of June, 2021, by and between Banner Fire Equipment, Inc., 4289 Industrial Drive, Roxana, Illinois, 62084 (hereinafter "Company") and the City of Bentonville Fire Department (hereinafter "Buyer").

1.) Purchase: The Company agrees to sell, and the Buyer agrees to purchase, the fire apparatus and equipment described in the Company's Proposal and the Specifications attached hereto and hereby incorporated by reference (the "Apparatus"), all in accordance with the terms and conditions of this Agreement. Changes to the Specifications attached hereto will only be executed by the Company if documented by a Change Order signed by both parties. In the event of any conflict between the Company's Proposal and the Buyer's Specifications, the Company's proposal shall prevail.

2.) Price: Buyer agrees to pay a purchase price of Eight Hundred Forty Three Thousand Seven Hundred Fifty Dollars, ($843,750.00) This Purchase Price is exclusive of all Federal, State or local taxes of any nature. Any such taxes are the sole responsibility of the Buyer unless specifically added to the Purchase Price, at which time they will be paid by the Company; provided, however, if the Buyer claims the Order is exempt from any tax, Buyer agrees to furnish the applicable exemption certificate to the Company and to hold the Company harmless from any damage which may result from the Company ultimately having any such tax assessed against it.

Buyer agrees that the terms of payment shall include a payment of 100% of the purchase price upon delivery of the unit to Bentonville, Arkansas.

PAYMENTS

CUSTOMER SHALL MAKE ALL PAYMENTS, INCLUDING DEPOSITS AND PARTIAL PAYMENTS, TO THE COMPANY ONLY. ALL CHECKS SHALL BE MADE PAYABLE TO BANNER FIRE EQUIPMENT, INC. NO OTHER PAYEE SHALL BE NAMED.

If more than one Apparatus is included and they are delivered on different dates, the terms of payment shall apply to each delivery and an invoice covering each delivery shall be issued.

3.) Pre-Build: If included in the specifications, a pre-build conference will be conducted to ascertain and confirm customer requirements with respect to the Apparatus ordered by Buyer. Both parties agree that the pre-build conference will be conducted no later than thirty (30) business days from execution of this Agreement.

4.) Delivery: The Apparatus shall be delivered F.O.B. Bentonville, Arkansas approximately 420 calendar days after receipt of order, based on execution of this Agreement by Buyer and the receipt and execution of same by the Company at its offices in Ocala, Florida. It is agreed that such delivery is subject to delays caused by war, acts of god, hurricane, labor shortages or strikes, inability to obtain materials, and other causes reasonably beyond the control of the Company and that the Company will not be liable for, and this Agreement may not be terminated on account of, such delays. Buyer will be notified no less than fourteen (14) business days in advance of the delivery date.

5.) Customer Factory Inspection: If requested at time of order, Buyer will have up to ten (10) business days from the notified completion date to conduct Buyer's final factory inspection.. Otherwise, delivery will be deemed to occur on the notified inspection date. In the event that Buyer fails to make inspection of the Apparatus on the notified completion date

(or within the ten (10) business day period thereafter, if applicable), Company reserves the right thereafter, at Company's option:

a. to arrange for shipment of the Apparatus to the dealer by the drive-away service of Company's choice, at Buyer's sole expense, and to charge the Customer the full invoice price for the Apparatus, which shall be paid for in the manner specified in paragraph 2; or

b. to dispose of the Apparatus by sale to any other party, and if the price received on account thereof shall be less than the price specified in paragraph 2, Buyer shall be liable for the difference together with all costs of disposal; or

c. to hold the Apparatus at the Company's plant until such time as Buyer makes inspection, and to charge Buyer a storage fee for each day, calculated pro-rata for each day at an annual rate of 18% on the price specified in paragraph 2.

Buyer shall bear the risk of loss or damage to all Apparatus remaining in the possession of the Company after the notified completion date (or more than ten (10) business days after the notified delivery date, if applicable) except when the Apparatus is in the possession of a Company contracted drive-away service.

6.) Buyer's Cancellation for Convenience. If Buyer tenders any cancellation hereunder, Buyer shall nevertheless accept delivery of all products which are completed at the time of cancellation. Those products which constitute work-in-process inventory at the time of cancellation shall be paid for by Buyer at a price equal to the completed percentage of the product multiplied by the price specified in Paragraph 2. Buyer also shall pay promptly to Company the costs of settling and paying claims arising out of the termination of work under Company's subcontracts or vendors, plus an additional 15% to defray Company's accounting, legal, and clerical costs arising out of the cancellation.

7.) Title: The Company and Buyer agree that the Manufacturer's Certificate of Origin shall remain with the Company until the Company has been paid in full. Provided that the Company has been paid in full, the Certificate of Origin shall remain with the Company until the Apparatus leaves Company premises in the physical custody of the Buyer. Certificate of Origin will be sent to customer within ten business days after pick up of vehicle. Upon pick up by Buyer, responsibility for title application, ownership and risk of loss shall pass from Company to Buyer.

8.) Warranty: The Company warrants each new Apparatus manufactured against defects in material and workmanship for a period of one year from the in-service date per the Warranty Registration Card. Warranties beyond one year may be applicable to certain components of the Apparatus as described in the Statements of Warranty previously provided to the Buyer. This warranty is in favor of the original user/purchaser, in accordance with the Company's preprinted Statements of Warranty which are either attached to the Agreement or have otherwise been delivered to Buyer. Buyer hereby acknowledges receipt of the Company's preprinted Statements of Warranty.

With respect to any Apparatus not manufactured by the Company, such items shall not be warranted by the Company but shall be subject to the warranty provided by the manufacturer.

These warranties are in lieu of all other warranties, whether express or implied, and THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.) Notices: The parties to this Agreement designate Deputy Chief K. Kevin Boydston as representative of the Buyer and Mike Benker, Jr. as representative of the Company for purposes of all communications regarding this Agreement.

10.) Waiver of Jury Trial: The parties to this Agreement agree that any dispute arising hereunder, if brought before a court having proper jurisdiction, shall be adjudicated in a bench trial and the parties expressly waive any right to have such matter(s) tried before a jury.

11.) Entire Agreement: This Agreement, including its attachments and exhibits, constitutes the entire understanding between the parties relating to the subject matter contained herein and supersedes all prior discussions and Agreements. No agent or representative of the Company has authority to make any representations, statements, warranties or Agreements not herein expressed and all modifications or amendments of this Agreement, including its attachments and exhibits, must be in writing signed by an authorized representative of each of the parties hereto.

12.) Acceptance by Company: This Agreement shall not constitute a valid and binding obligation of the Company until accepted in writing by an officer of the Company at its offices in Roxana, Illinois. When requested by the Company, the Buyer shall furnish a satisfactory written opinion of the Buyer's attorney that the Buyer has the power to make the Agreement, that the individual signing is authorized to sign on behalf of the Buyer, and that this Agreement is a valid, legal and enforceable obligation of the Buyer.

IN WITNESS WHEREOF, The Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each.

BUYER:	**COMPANY:**
CITY OF BENTONVILLE FIRE DEPARTMENT	**BANNER FIRE EQUIPMENT, INC.**
By:_____	By:_____ Michael T. Benker
Title:_____	Title: Dealer Principal
Date:_____	Date:_____

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-3151**

Item Type: (*Check Applicable Item Type*)

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Council approval of budget adjustment recognizing $800,000.00 in revenue via a The Runway Fund at Fidelity Charitable at the recommendation of Steuart Walton grant and allocating $865,000.00 in expenses to purchase an Aircraft Rescue Firefighting Vehicle (ARFF) for the Bentonville Municipal Airport.

Estimated Cost	**$865,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

$800,000.00 grant from the Runway Fund at Fidelity Charitable at the recommendation of Steuart Walton, $65,000.00 budget adjustment.

Budget Adjustment Request

Date of City Council Meeting	7/13/2021
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-3151

Purpose of Budget Adjustment *(Enter purpose in space below):*
To purchase an Aircraft Rescue Firefighting Vehicle (ARFF) from Banner Fire Equipment Inc. for the Bentonville Municipal Airport.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102020	47420	Capital Vehicle		$865,000.00
102020	33810	Local Grants	$800,000.00	
		Totals	$ 800,000.00	$ 865,000.00
		Net Impact on Fund Balance	$	(65,000.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: June 22, 2021

Re: Budget Adjustment for Aircraft Rescue Firefighting Vehicle (ARFF)

Fire Department Staff is asking Council to approve a budget adjustment in the amount of $865,000.00 to purchase an Aircraft Rescue Firefighting Vehicle (ARFF) to serve the Bentonville Municipal Airport.

The Runway Fund at Fidelity Charitable at the recommendation of Steuart Walton will give the City a grant in the amount of $800,000.00 towards the purchase of the ARFF.

The cost of the ARFF is $843,750.00, $21,250.00 will be used to purchase fire extinguishing agent, miscellaneous appliances, and decals for the vehicle.

DocuSign Envelope ID: DCAE1FB6-32FC-444C-B3B8-66C89F6FA4E4

June 21, 2021

Mayor Stephanie Orman
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Project 00105580

Dear Mayor Orman,

It is my pleasure to inform you that Steuart Walton has made a grant recommendation to the Runway Donor-Advised Fund ("Fund") at Fidelity Charitable in the amount of $800,000.00 to the City of Bentonville ("Grantee"). The recommendation has been approved, and a disbursement has been initiated. You should receive payment for the first installment within the next few days.

1. **Purpose:** The Fund will grant to the Grantee for the purpose stated in the award letter from Fidelity Charitable; to support the purchase of a new aircraft rescue and firefighting apparatus vehicle for the Bentonville Fire Department. It is, therefore, the Fund's expectation that any changes in this purpose be consulted in advance with your point of contact listed at the end of this letter.

2. **Amount: $800,000.00**

   Grant payment will be made as follows:

Installment	Installment Amount	Installment Date
#1	$800,000.00	On or about June 21, 2021

3. **Reporting and Evaluation:** Grantee will provide the Fund with a financial and narrative report by the due date listed in the report schedule below. The report shall include an account of expenditures of grant funds and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purpose of the grant and a confirmation of the Grantee's compliance with the terms of the grant).

Reporting Due Date	Reporting Type
June 30, 2022	Final Report

   The report will be sent electronically to reports@wppg.org. Please reference Project 00105580 on all correspondence.

   Grantee payments are always contingent upon the Fund's approval of Grantee's operations based on the above report and the Fund's satisfaction with such information as it chooses to obtain from other sources.

4. **Grant Publicity:** If publicized or recognized, please coordinate communications about this project with your point of contact listed below prior to any announcements. You may acknowledge the gift was made possible by Steuart Walton, co-founder of the Runway Group.

For any questions, your point of contact will be Liz Alsina, Senior Program Officer. Liz can be contacted via phone (917) 885-7045 or email lalsina@wppg.org.

Sincerely,
Liz Alsina
Senior Program Officer
Walton Personal Philanthropy Group

cc: Debbie Griffin

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-3151**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Ordinance approving a waiver of bid to Smith Detection in the amount of $21,394.11 for the service and chemical library updates for the hazardous material monitors at the fire department. This is a budgeted item in the 2021 budget.

Estimated Cost	**$21,394.11**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Waiver of Bid Request

Date of City Council Meeting	**7/13/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-3151**

Vendor	**Smith Detection**
Total Cost	**$21,394.11**

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

Service Agreement with the manufacturer of the hazardous material monitors/detection equipment at the fire department. Smith's Detection is the manufacturer, and is the sole provider for service and library updates to the chemical library in the equipment.

Justification *(Enter justification in space below):*

Sole provider and manfacturer for the hazardous material monitors/detection equipment.

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: July 13, 2021

Re: Smith's Detection Service Contract

We currently operate three different types of detectors from Smith's Detection. Due to the valued nature of these devices, we have maintained a service agreement with Smith's Detection that provides 24/7 laboratory assistance along with maintenance and an equipment loaner program. The three pieces of equipment are:

- Multi-Mode Threat Detector (MMTD) that covers trace explosives, narcotics and industrial chemicals.
- Gas Chromatograph/Mass Spectrometer (GC/MS Guardion) that breaks down compounds for analyzation.
- HID Elite that uses FLIR technology to identify biological samples.

We have maintained this agreement on an annual basis since 2015. Smith's Detection is the only source to provide this agreement for their equipment.

Invoice

smiths detection
bringing technology to life

Smiths Detection
2202 Lakeside Boulevard
Edgewood, Maryland, 21040 USA
Ph No - 410 -612-4000
Fax No - 410-510-9491
Website - www.smithsdetection.com
Fed. Tax ID# - 22-355-2823
DUNS# 194239018
VAT # DE297435798

Bill To 319027

Benton County EMA
215 East Central
Bentonville 72712
Arkansas
USA
Kevin Boydston
Tel.: 479-271-3150
E-Mail: kboydston@bentonvillear.com

Invoice No.	90239076 Date: 04/20/2021
Customer PO No.	Approved via EM
Customer PO Date	04/20/2021
Contract No.	5018846
Contract Date	04/20/2021
Contract Validity Period	03/15/2021 to 03/14/2022
Contract Description	BENTONVILLE - DEPOT W/LOANER PARTNERSHIP
Due date	05/20/2021
Payment Terms	Net 30 - Within 30 days due net

Ship To 319027	**Sold To 319027**	**Smiths Contact Information**
Benton County EMA 215 East Central Bentonville 72712 Arkansas USA Kevin Boydston Tel.: 479-271-3150 E-Mail: kboydston@bentonvillear.com	Benton County EMA 215 East Central Bentonville 72712 Arkansas USA Kevin Boydston Tel.: 479-271-3150 E-Mail: kboydston@bentonvillear.com	**Sales Contact** Kelli O'Reilly Phone No. 862-222-6789 Fax No. 410-510-9500 E-Mail: kelli.oreilly@smiths-detection.com **Order Processing** Kelli O'Reilly Phone No. 862-222-6789 Fax No. 410-510-9500 E-Mail: kelli.oreilly@smiths-detection.com

Item No.	Material information		Quantity	Unit Price	Discount	Total Price	Curr
10	**Material No.** **Description** **Country of Origin** **HS Code**	MMTD-DEPOT WLOAN 1 YEAR DEPOT WITH LOANER, MMTD	1 EA	7,938.00		7,938.00	USD
20	**Material No.** **Description** **Country of Origin** **HS Code**	GUARDN-DWP 1 YEAR PARTNERSHIP PROGRAM, GUARDION	1 EA	7,600.00		7,600.00	USD
30	**Material No.** **Description** **Country of Origin** **HS Code**	HIDELIT-DEPOTPTR 1 YEAR PARTNERSHIP PROGRAM, HID ELITE	1 EA	4,000.00		4,000.00	USD

Gross Value	19,538.00 USD
Total Net Value	19,538.00 USD
Taxable Amt.	19,538.00 USD
State Tax	1,269.97 USD
Country Tax	195.38 USD
Local/City Tax	390.76 USD
Grand Total	21,394.11 USD

Invoice

smiths detection
bringing technology to life

Smiths Detection
2202 Lakeside Boulevard
Edgewood, Maryland, 21040 USA
Ph No - 410 -612-4000
Fax No - 410-510-9491
Website - www.smithsdetection.com
Fed. Tax ID# - 22-355-2823
DUNS# 194239018
VAT # DE297435798

Invoice No.	90239076
Invoice Date	04/20/2021
Customer PO Number	Approved via EM
Customer Order Date	04/20/2021
Sales Order No.	1

Additional Remarks

1 Year Service Agreement
Renewal
Term: 3/15/2021 - 3/14/2022

MMTD - SN 71054
DEPOT REPAIR WITH LOANER SERVICE AGREEMENT
Repairs at Service Depot
Includes all Replacement Parts required
24/7/365 Call Center Technical Support
Includes all Labor required
Includes all "freight-out" charges
Valued Customer Status - 10% Discount on Instructor Led Training

Guardion - SN SN F01840314
HazMatID Elite - SN 4740816
STANDARD PARTNERSHIP PROGRAM BENEFITS
Free software updates
All parts & labor to repair system
Free loaner in the US (delivered by overnight carrier)
24/7/365 ReachBack# and ReachBackID#

Bank Details

Please remit to:
Smiths Detection, Inc.
PO Box 7247-7251
Philadelphia, PA 19170-7251

For Wires:
Citibank
ABA# 021000089
Account 30816043

Terms and Conditions

This Sale is subject to Smiths Detection Terms and Conditions of Sale. All other terms and conditions are hereby expressly rejected. Smiths Detection terms and conditions are available on our website: http://www.smithsdetection.com/US_terms_conditions.php Where applicable, this sale is contingent on Smiths obtaining the required export licenses and end user certificates.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR SERVICE AND UPDATES RELATED TO HAZARDOUS MATERIAL MONITORS AND DETECTION EQUIPMENT FOR THE CITY OF BENTONVILLE FIRE DEPARTMENT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Smith's Detection for services related to hazardous material monitors and detection equipment for the Bentonville Fire Department as set forth in the attached Exhibit "A".

Section 2: Because this service is provided solely by the manufacturer of this equipment, Smith's Detection, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-3151**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution authorizing the City of Bentonville to surplus two 2015 Excellance Ambulances. Two new ambulances were purchased last year (2020), received this year (2021) and placed in service. The surplus ambulances will be advertised for sealed bids, and sold to the highest bidder.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: July 13, 2021

Re: Surplus Ambulances

Fire Department Staff is requesting to surplus two 2015 Excellance Ambulances. Two new Braun Ambulances were purchased last year and delivered this year. The new ambulances have been put in service, so the old ambulances can be removed from inventory and sold.

The selling process would be to advertise for sealed bids and sold to the highest bidder.

Ambulance # 1:

2015 Ford Chassis, Excellance Conversion
Mileage: 98,636
Engine Hours: 6713
VIN: 1FDUHF4HT4GEA33520

Vehicle # 2:

2015 Ford Chassis, Excellance Conversion
Mileage: 82,664
Engine Hours: 6020
VIN: 1FDUF4HT8GEA33519

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN PROPERTY BELONGING TO THE CITY OF BENTONVILLE FIRE DEPARTMENT AS SURPLUS PROPERTY.

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

Section 1: That certain property of the City of Bentonville Fire Department, more particularly described in the attached memo, is hereby declared to be surplus and the Fire Department is authorized to dispose of or exchange such property as authorized by law and more particularly described therein.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: Public Hearing and Ordinance

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

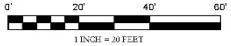
Recommendation/Suggested Action ***(Enter recommendation in space below):***

Public hearing and ordinance vacating a Utility Easement requested 3913 NE Kensington (VAC21-0011).

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded ***(briefly explain in space below)*** **:**

EASEMENT REDUCTION PLAT



Miscellaneous Notes

STATE RECORDING NUMBER:
99L-YIN-99W-G37-40573-185N

COMPLETED FIELD WORK:
MARCH 01, 2021

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DEED BOOK 2011 AT PAGE 5619.
2. SURVEY PLAT FILED IN PLAT BOOK 88 AT PAGE 963

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0069K, WHICH BEARS AN EFFECTIVE DATE OF 08/05/2013 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OR ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO REAL DIRECT PROPERTY: EASEMENTS, OTHER THAN VISIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

BASIS OF BEARINGS:
BEARINGS SHOWN ARE BASED ON GRID NORTH FOR ARKANSAS COORDINATE SYSTEM, NORTH ZONE, NAD83.
LATITUDE = 36°23'03.9518"
LONGITUDE = -94°09'47.5882"
CONVERGENCE ANGLE = -00°19'34.9926"
DISTANCES SHOWN ON PLAT ARE GRID.
COMBINED SCALE FACTOR
(GRID TO GROUND) = 1.000035228

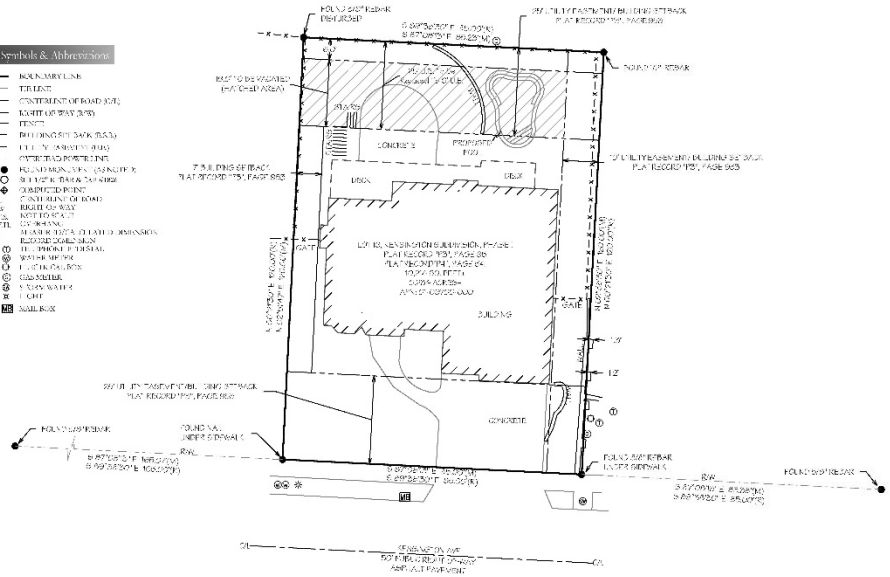
ZONING DISTRICT: R-1, SINGLE FAMILY RESIDENTIAL

SETBACKS:
FRONT: 20'
INTERIOR SIDE: 7'
EXTERIOR SIDE: 20'
REAR: 25'

*WHERE A UTILITY EASEMENT EXTENDS BEYOND THE REQUIRED SETBACK, THE EDGE OF THE UTILITY EASEMENT SHALL BE THE SETBACK.

Legend of Symbols & Abbreviations

- BOUNDARY LINE
- TIE LINE
- CENTERLINE OF ROAD (CR)
- RIGHT OF WAY (R/W)
- FENCE
- BUILDING SET BACK (B.S.B.)
- UTILITY EASEMENT (U.E.)
- OVERHEAD POWER LINE (OHP)
- FOUND MONUMENT (AS NOTED)
- SET 1/2" R. REBAR W/ CAP
- CALCULATED POINT
- CL CENTERLINE OF ROAD
- ROW RIGHT OF WAY
- NTS NOT TO SCALE
- OVHP OVERHEAD POWER
- (M) MEASURED DATA (CALCULATED DIMENSION)
- (P) RECORDED DATA (PLAT DIMENSION)
- TEL TELEPHONE PEDESTAL
- ELEC ELECTRIC BOX
- MB MAIL BOX
- GM GAS METER
- WM WATER METER
- TV TV BOX
- MB MAIL BOX



OWNER'S CERTIFICATION AND DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY ACKNOWLEDGE THAT WE HAVE THE LEGAL RIGHT AND AUTHORITY TO MAKE THE PROPERTY INTEREST GRANTS CONTAINED ON AND WITHIN THIS DOCUMENT. WE, THE UNDERSIGNED OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY ESTABLISH, GRANT, AND DEDICATE TO THE CITY OF ROGERS, ARKANSAS THE RIGHTS OF WAY, EASEMENTS, STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC USE, BENEFIT, AND ACCESS. THE CITY OF ROGERS IS FURTHER GRANTED THE RIGHTS OF INGRESS AND EGRESS TO AND FROM SAID RIGHTS OF WAY, EASEMENTS, STREETS AND ALLEYS. THE CITY OF ROGERS IS ALSO GRANTED THE RIGHT AND AUTHORITY TO MAINTAIN, SERVICE, AND IMPROVE SAID RIGHTS OF WAY, EASEMENTS, STREETS AND ALLEYS AND THE IMPROVEMENTS CONTAINED THEREIN. ANY RIGHT OR AUTHORITY GRANTED ABOVE SPECIFICALLY REGARDING MAINTENANCE, SERVICE OR IMPROVEMENT SHALL BE EXERCISED IN A MANNER CHOSEN AT THE DISCRETION OF THE CITY OF ROGERS. SAID RIGHTS OF WAY, EASEMENTS, STREETS AND ALLEYS SHALL BE FOR THE BENEFIT OF THE CITY OF ROGERS AND ALL OF ITS FRANCHISED UTILITY PROVIDERS. THE CITY OF ROGERS AND ITS FRANCHISED UTILITY PROVIDERS SHALL HAVE THE RIGHT AND AUTHORITY TO CUT, TRIM, OR REMOVE TREES, SHRUBS, AND OTHER VEGETATION WITHIN SAID RIGHTS OF WAY, EASEMENTS, STREETS AND ALLEYS. THE CITY OF ROGERS AND ALL OF ITS FRANCHISED UTILITY PROVIDERS SHALL ALSO HAVE THE RIGHT AND AUTHORITY TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID RIGHTS OF WAY, EASEMENTS, STREETS AND ALLEYS.

DATE_____ OWNER_____

STATE OF ARKANSAS
COUNTY OF BENTON
SUBSCRIBED AND SWORN BEFORE ME THIS _____DAY OF_____2021

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

Bentonville Planning Division

This_____Day of_____, 2021

_____
Community Development Director

_____
City of Rogers, Mayor

_____
City of Rogers, City Clerk

EASEMENT RELEASE

AS THE UNDERSIGNED UTILITY COMPANY NAMED, BY OUR SIGNATURE, WE RELEASE THE UTILITY EASEMENT SHOWN AND DESCRIBED ON THIS PLAT OF SURVEY.

_____
CABLE DATE

_____
GAS DATE

_____
WATER DATE

_____
ELECTRIC DATE

_____
TELEPHONE DATE

CERTIFICATE OF SURVEYING ACCURACY:

I, HEATH A. MYERS, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION _____

HEATH A. MYERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. AR1856
STATE OF ARKANSAS

Significant Observations

A WALL APPEARS TO CROSS OVER THE BOUNDARY BY AS MUCH AS 1.9'.

Owner/Developer

HUERTA JOSE & JENNIFER
3913 KENSINGTON AVE
BENTONVILLE AR 72713-8056

Survey Description

LOT 15, KENSINGTON SUBDIVISION, PHASE I, TO THE CITY OF BENTONVILLE, BENTON COUNTY ARKANSAS, AS SHOWN ON PLAT FILED IN "P5" AT PAGE 96 AND PLAT RECORD "P4" AT PAGE 64.

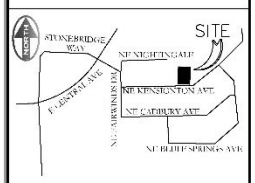
Utility Notes

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

BEFORE DIGGING IN THIS AREA, CALL "ONE CALL" FOR UTILITY LOCATIONS (REQUEST FOR GROUND MARKINGS OF UNDERGROUND UTILITY LINES)

811
Arkansas One Call
Call Before You Dig

Vicinity Map



CERTIFICATE OF AUTHORIZATION
BLEW & ASSOCIATES, PA
No. 1534
ARKANSAS

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 8TH DAY OF APRIL, 2021

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1859
SIGNATURE
H. MYERS

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND WET INK IT, IN COLOR THAT IS CLEARLY ASSUMED THAT NO PLAT MAY HAVE BEEN MADE. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS
3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com
Certificate of Authorization № 1534

DRAWN BY DATE	CHECKED BY	IDENTIFIER
DH 04/19/21	WG	SS
SCALE 1" = 20'	SHEET NUMBER	
WASHINGTON COUNTY, ARKANSAS		21-2022

LOCATION: 3913 KENSINGTON AVENUE, BENTONVILLE, ARKANSAS

PREPARED FOR:
JOEY & JENNIFER HUERTA

ORDINANCE NO_____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 3913 NE KENSINGTON OF KENSINGTON SUBDIVISION PHASE 1 TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC21-0011).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Elm Tree CK, LLC asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A 25' Utility Easement reduced to a 19' Utility Easement on the north side of Lot 19 Kensington Phase 1 as shown on the Plat Record Book P Page 54 and filed the record in the Benton County Clerk's Office, Benton County, Arkansas (Bentonville, Arkansas). The 10' Utility Easement on the west side of Lot 19 Kensington Phase 1 is excluded from the Easement reduction.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described utility easement.

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to a utility easement designated as follows:

A 25' Utility Easement reduced to a 19' Utility Easement on the north side of Lot 19 Kensington Phase 1 as shown on the Plat Record Book P Page 54 and filed the record in the Benton County Clerk's Office, Benton County, Arkansas (Bentonville, Arkansas). The 10' Utility Easement on the west side of Lot 19 Kensington Phase 1 is excluded from the Easement reduction.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2021 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Kirby Romines, City Clerk
and Recorder
City of Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution authorizing the Mayor and Clerk to enter into an agreement with Burns & McDonnell Engineering Company, Inc., for the 8th street additional drainage and easement design items.

Estimated Cost	**18178.99**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

80% ($14,543.19) will be reimbursed by ARDOT funding and the remaining 20% ($3,635.80) will be funded through Street account.

Memorandum

To: City Council, Mayor Orman

From: Dennis Birge, Transportation Engineer

Date: Friday, July 02, 2021

Re: Supplemental Agreement with Burns & McDonnell Engineering Company, Inc., Additional design for 8th Street project, ArDOT Job 090218

Staff recommends City Council approval of:

(A) A resolution authorizing the Mayor to enter into an agreement with Burns & McDonnell Engineering Company, Inc., for the additional design required for the 8th street project.

(B) A budget adjustment ($3,636) for the increased funds associated with the additional design work.

This agreement will be reimbursed 80% by the Arkansas Department of Transportation.

Attached you will find the ArDOT approved Supplemental Agreement #7. A summary is provided below:

Current Contract amount	$7,423,041.10
Contract amount including SA#5	$7,441,220.09
Total increase to contract	$18,178.99
80% ARDOT funded	$ 14,543.19
20% City Of Bentonville funded	**$ 3,635.80**

Please feel free to contact me by email (dbirge@bentonvillear.com) or phone (479-271-5964) if you have any questions.

Thank you for your consideration of this request.

Supplemental Agreement No. 7
Job No. 090218
FAP. No. HHP2-3314(1)
Hwy. 62/102 Intchng. & 8th Street Impvts. (Bentonville) P.E.

Date: _____

WHEREAS, the City of Bentonville, Arkansas and Burns & McDonnell Engineering Company, Inc. entered into an Agreement for Engineering Services on September 25, 2007; and,

WHEREAS, representatives of the City of Bentonville, Arkansas requested work in addition to that defined in the Agreement.

NOW THEREFORE, the following modifications will be made to the Agreement to include the additional work requested:

MODIFICATIONS:

1) The "Contract Ceiling Price" (Section 1.2) is increased from $7,423,041.10 to $7,441,220.09.

2) The "Title I Services Ceiling Price" (Section 1.12) is increased from $5,851,713.53 to $5,887,423.55.

3) The "Title II Services Ceiling Price" (Section 1.15) is decreased from $1,571,327.57 to $1,553,796.54.

4) The fixed fee (Section 3.4) is increased from $284,342.27 to $287,388.64.

5) See Attachment A-3 for modifications to the scope of work.

6) The Completion Date (Section 17.1) for Title I Services is revised to be July 31, 2021.

7) See Attachment B-1 for modifications to Appendix A - Justification of fees and costs.

8) See Attachment C for modifications to Breakdown for Local Redesign Effort.

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 7, to be effective upon the date set out above.

BURNS & MCDONNELL
ENGINEERING COMPANY, INC.

[redacted]

Michael S. Debacker, P.E.
Vice President

CITY OF BENTONVILLE, ARK.

BY:_____
Mayor Stephanie Orman

Attachment A-3

SUPPLEMENTAL AGREEMENT No. 7
SCOPE OF WORK
ARDOT Job No. 090218
FAP Job No. HHP2-3314(1)
Benton County

I. ADDITIONAL SCOPE OF WORK

The City of Bentonville (City), in cooperation with the Arkansas Department of Transportation (ARDOT), formerly known as the Arkansas State Highway and Transportation Department (AHTD), and the Federal Highway Administration (FHWA), is proposing to design the 8th Street Improvements Project in Benton County, Arkansas as Job No. 090218. The job is divided into two construction projects: Job No.090376 consisting primarily of 8th Street improvements from Moberly Lane to I-49 and a new interchange at 8th Street and I-49 and Job No. 090377 consisting of improvements along 8th Street from SW I Street to Moberly Lane. The design and engineering services for both Jobs 090376 and 090377 are included under Job 090218.

Title I and II services for Job No. 090376 are now complete. Title I services for Job No. 090377 are nearing completion for the segment from SW I Street to SE J Street, and the following additional services have been requested for this segment of work:

7. ADDITIONAL INFORMATION & TITLE I SERVICES TO BE PROVIDED BY THE CONSULTANT.

1. Make modifications to the storm sewer system design and plans after 60% plans were completed to accommodate an Underground Electric Project the City is executing. Further changes were requested after 100% plans were completed based on additional changes to the Underground Electric Project.
2. Add a traffic signal at SE G-Street.
3. Revised design and plans of SW A-Street after 100% plans were completed to revise the typical section of the street based on changes being made to another City project on SW A-Street.
4. Provide staking for ROW Appraisal for additional ROW the redesign necessitated.
5. Prepare a NEPA Re-evaluation of the Environmental Assessment prior to bidding due to project scope changes and elapsed time.

City of Bentonville
Benton County/ 8th Street Improvements
Burns & McDonnell Engineering Company
May 5, 2021

Attachment B-1

Recapitulation of Fee Estimate - Supplemental Agreement No. 7 (Title I Services)

SALARY COSTS Classification	Total Man Hours	Current Rate	Direct Salary Cost
Project Manager	26	$ 60.00	$ 1,560.00
Senior Engineer	22	$ 55.00	$ 1,210.00
Staff Engineer	121	$ 40.00	$ 4,840.00
CADD Technician	63	$ 30.00	$ 1,890.00
Administrative Assistant	0	$ 35.00	$ -
Total Hours	232		
Salary Costs			$ 9,500.00
No Escalation			$ -
Total Direct Salary				$ 9,500.00
Overhead Rate			220.67% (FY2018)	
Overhead				$ 20,963.65
Total Direct Labor and Overhead				**$ 30,463.65**
Fixed Fee				**$ 3,046.37**
Direct Expenses		**Rate**	**No. of Units**	
Mileage		**See Attached**		$ -
Printing				$ -
Total Direct Expenses				$ -
Burns & McDonnell Base Fee				**$ 33,510.02**
Subconsultant Fees				
B&F Engineering, Inc.				**$ 2,200.00**
Total Subcontant Fees				**$ 2,200.00**
TOTAL ESTIMATE OF MAXIMUM FEE				**$ 35,710.02**

Attachment C

BREAKDOWN FOR LOCAL REDESIGN EFFORT

	CURRENT COST CEILING	SUPPLEMENTAL AGREEMENT NO. 7	AMENDED COST CEILING
BASE ENGINEERING SERVICES (ELIGIBLE FOR REIMBURSEMENT)			
Contract Upper Limit	**$ 7,073,003.85**	**$ -**	**$ 7,073,003.85**
Upper Limit Title I	$ 5,501,676.28	$ 17,531.03	$ 5,519,207.31
Fixed Fee Title I	$ 252,574.29	$ 1,482.34	$ 254,056.63
Upper Limit Title II	$ 1,571,327.57	$ (17,531.03)	$ 1,553,796.54
REDESIGN ENGINEERING SERVICES (NOT ELIGIBLE FOR REIMBURSEMENT)			
Contract Upper Limit	**$ 350,037.25**	**$ 18,178.99**	**$ 368,216.24**
Upper Limit Title I	$ 350,037.25	$ 18,178.99	$ 368,216.24
Fixed Fee Title I	$ 31,767.98	$ 1,564.03	$ 33,332.01
Upper Limit Title II	$ -	$ -	$ -
ENGINEERING SERVICES TOTAL			
Contract Upper Limit	**$ 7,423,041.10**	**$ 18,178.99**	**$ 7,441,220.09**
Upper Limit Title I	$ 5,851,713.53	$ 35,710.02	$ 5,887,423.55
Fixed Fee Title I	$ 284,342.27	$ 3,046.37	$ 287,388.64
Upper Limit Title II	$ 1,571,327.57	$ (17,531.03)	$ 1,553,796.54

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO SUPPLEMENTAL AGREEMENT NUMBER 7 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH BURNS AND MCDONNELL ENGINEERING COMPANY, INC. RELATED TO THE 8TH STREET PROJECT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into Supplemental Agreement #7 for professional services with Burns and McDonnell Engineering Company, Inc. for additional services and scope of work on the 8th Street Project in the City of Bentonville.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Item Type: (*Check Applicable Item Type*)					
☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below)*:**

Budget Adjustment for the increased funds associated with 8th street additional design work.

Estimated Cost	**$18,178.99**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded ***(briefly explain in space below)*** **:**

80% ($14,543.19) will be reimbursed by ARDOT funding and the remaining 20% ($3,635.80) will be funded through Street account.

Budget Adjustment Request

Date of City Council Meeting	7/13/2021
Department	Transportation
Submitted by	Dennis Birge
Phone	(479) 271-5964

Purpose of Budget Adjustment *(Enter purpose in space below):*
To allow for additional design work on the 8th street project, that will cover drainage design and easements.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	33110	Federal Direct Grant	$ 14,543.00	
203810	47381	Improvs - 8th Street Wal Mart		$ 18,179.00
		Totals	$ 14,543.00	$ 18,179.00
		Net Impact on Fund Balance	$	(3,636.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Item Type: (*Check All That Apply*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution authorizing the Mayor and Clerk to enter into a revised agreement with OR Colan to provide additional professional services for property acquisition of public improvements required for the development of the Walmart Global Home Office project.

Estimated Cost	**$2,625.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

These funds will be reimbursed 100% according to Addendum 3 to the Master Development Agreement (Resolution 9-22-20 G).

Memorandum

To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: July 1st, 2021

Re: Revised Professional Services Contract for Property Acquisition for the WGHO Project

---

The Walmart Global Home Office is currently undergoing design and construction activities. With these activities, a Master Development Agreement has been written and approved by City Council. Within the latest addendum to this agreement, City of Bentonville will acquire any Right of Way or Easement for construction of public improvements.

As noted in Addendum 3 (Resolution 9-22-20 G), Walmart will be reimbursing the City of Bentonville for all expenses in acquiring the Right-of-Way and Easements needed for public improvements.

Due to additional properties that have been needed for the roadway construction associated with this project, ORC has submitted the Revised Professional Serviced agreement. The number of tracts has increased from 14 to 34 and the amount of this agreement will increase from $88,775 to $91,400.

Staff recommends approval of the Revised PSA as written.

Thank you for your consideration of this request. Please contact me with any questions or comments by email (dbirge@bentonvillear.com) or phone (479-271-5964).

AGREEMENT FOR PROFESSIONAL SERVICES

Global Campus Acquisition
Benton County
Revised 6/23/2021

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, 2021 ("Effective Date"), by and between the City of Bentonville, Arkansas, a municipal corporation organized pursuant to the laws of the state of Arkansas ("City" or "Owner"), and O. R. Colan Associates, LLC ("Consultant"), a corporation existing under the laws of the State of North Carolina, with principal offices at 7005 Shannon Willow Road, Suite 100, Charlotte, NC 28226.

WITNESSETH:

WHEREAS, the City is planning to acquire right of way for **34 parcels** for the roadway improvements and,

WHEREAS, the City's forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, the Consultant's staff is adequate and well qualified, and it has been determined that Consultant's current workload will permit completion of the Project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the City to obtain the assistance of the Consultant's organization in connection with professional services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

1.1. "Consultant's Representative" shall be Donna Roche, until written notice is provided to the Owner designating a new representative.

1.2. "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is **$91,400.00** The Contract Ceiling Price is the maximum aggregate amount of all payments that the City may become obligated to make under this Agreement. In no event, unless modified in writing by both parties and prior approved by the City Council if required, shall total payments by the City under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the City, its officers, agents, employees, or representatives, incur any liability for, any invoice, fee, or cost exceeding the Contract Ceiling Price.

1.3. "Transportation Director" means the Manager of the Transportation Division of the City of Bentonville.

1.4. "Fee." As used herein, the term means the specific rates of compensation set forth in the schedule in Subsection 3.1.1. The Fee includes compensation for all cost and profit. There shall be no reimbursement of costs incurred by the Consultant in the performance of this Agreement.

1.5. "Default" means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*

1.6. "Owner" means, collectively, the City of Bentonville, Arkansas.

1.7. Upon execution of this Agreement by both parties, the original Agreement signed by the parties for the Global Campus Acquisition, dated October 30, 2020 and a copy of which is attached, shall be deemed terminated.

2. TYPE OF AGREEMENT

2.1. This Agreement is a specific rate of compensation contract. The Consultant is being hired to perform professional services in connection with the Project as set forth herein. In consideration for the professional services rendered by the Consultant, the Owner shall pay to the Consultant a Fee not to exceed the Contract Ceiling Price as set forth above, to be determined according to the labor and activity rates as set forth in Section 3, Fees and Payment. The Fee includes compensation for any cost to be incurred by the Consultant, and the Consultant shall not be reimbursed for costs incurred. The Consultant shall bear the costs and resulting risks of performing this Agreement.

3. FEES AND PAYMENT

3.1. *Fee*. The justification for the fees and the use of the specific rate of compensation method of payment is contained in Appendix A, the scope of services, and the description of the Project as provided herein. The Owner shall pay Consultant a Fee not to exceed the Contract Ceiling Price as set forth above and determined by the hourly or other unit rate shown in the following schedule. Partial hours and units shall be pro-rated. Under no circumstances shall Fee payments exceed the Contract Ceiling Price.

3.1.1. SCHEDULE RATES

See Appendix A

3.1.2. The foregoing paragraph does not authorize or permit the Consultant to perform services at the overtime rates shown, but only establishes the appropriate rates in the event that the Owner subsequently authorizes overtime. Payment of the Fee at overtime rates is expressly contingent upon the written approval by the Owner *before* the Consultant, its employees, or its agents begin the work for which the overtime rate will be requested. Regardless whether Owner authorizes and pays the overtime rates set forth above, the Consultant shall comply with all state and federal wage and hour laws and regulations.

3.2. *Invoices and Partial Payments*. Partial payments of the Fee shall be made as follows, unless modified by the written agreement of both parties:

3.2.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher stating the hourly rates and hours for each category of personnel, the unit rates and units for the activities performed, and the amount of the Fee due for the time period covered by the invoice along with a monthly progress report.

3.2.2. Accompanying the invoice, the Consultant shall also submit an estimate of the amount and value of the work accomplished under this Agreement for the period of time covered by the invoice, along with any supporting data required by the Owner. The Consultant shall include in the invoice and estimate only that work which meets the standards of quality established under this Agreement. At a minimum, the supporting data shall include progress reports in the form and number required by the Owner.

3.2.3. Upon approval of the invoice and estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable.

3.3. *Final payment.*

3.3.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of that part of the Fee (if any) earned and approved but not previously paid.

3.3.2. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver a release of all claims discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.4. *Owner's Right to Withhold Payment.* At any time, the Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. RECORDS & AUDITS

4.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

4.2. *Examination.* The Consultant shall maintain, and the Owner, and Owner's authorized representatives shall have the right to examine and audit all records and other evidence sufficient to document all work performed, all costs and fees claimed or anticipated to be incurred and earned during the performance of this Agreement, any request for modification or amendment of this Agreement, and any claim or dispute. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination that a specific rate of compensation type of agreement is justified, including any CPA audit. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.

4.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of the Fee, request for an adjustment, or assertion of a claim, the Owner and Owner's authorized representatives,

in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to;

- Any proposal for the Agreement, subcontract, or modification;
- Discussions conducted on the proposal(s), including those related to negotiating;
- Fees or costs under the Agreement, subcontract, or modification;
- Performance of the Agreement, subcontract or modification; or,
- The amount and basis of any claim or dispute.

4.4. *Audit.* The Owner and the Owner's authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.

4.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner and Owner's authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

4.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 27, Disputes and Claims, for examination, audit, or reproduction, until five (5) years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition:

4.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five (5) years after the termination; and,

4.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

4.7. The Consultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

5. DESCRIPTION OF THE PROJECT

Right of Way services for **thirty-four (34** properties) for public improvements in accordance with State laws and regulations and City of Bentonville Right of Way policies and procedures. The general scope for this contract includes, but is not limited to the following:

5.1. Title Reports

5.2. Waiver Valuation Calculations

5.3. Negotiations

5.4. Closing Services

6. INFORMATION AND SERVICES TO BE PROVIDED BY CONSULTANT

The general scope for this contract includes the services below. Detailed Information can be found in Appendix E-Project Work Plan.

6.1. Title Reports

6.2. Market Study for comparable sales

6.3. Preparation of Waiver Valuations for property valuation

6.4. Negotiation Services for the acquisition of right of way

6.5. Closing by final ownership check and deed recording

6.6. Provide condemnation documentation, as required

6.7. Maintain Project File through Project Close Out

7. INFORMATION TO BE PROVIDED BY THE OWNER

The general scope for this contract includes the services below. Detailed Information can be found in Appendix E-Project Work Plan.

7.1. Provide right of way and construction plans

7.2. Provide legal descriptions of the property to be acquired and current ownership and title certificate

7.3. Provide timely reviews and approval of submissions

7.4. Provide final approval for all payments

7.5. Issue warrants for payment of all claims

8. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

N/A

9. COORDINATION WITH OWNER

9.1. Throughout the Project, the Consultant shall hold conferences as needed in Bentonville, Arkansas, or such other location as designated by the Owner, with representatives of the Owner so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

10. OFFICE LOCATION FOR REVIEW OF WORK

10.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner at the Consultant's Arkansas office located at 6 Halstead Cir, Suite 3, Rogers, AR 72756.

11. ACCESS TO PROPERTY

11.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

12. DELIVERABLES

Consultant shall provide Right of Way Services for **thirty-four (34)** real estate properties for Public Improvements in or around Walmart Inc., Global Home Office Project, as shown on the Right of Way Map provided.

12.1. **TITLE REPORTS:**

12.2. **WAIVER VALUATION CALCULATIONS:** Consultant will complete a market study to determine current land value and calculate the fair market value for the parcel assigned.

12.3. **APPRAISAL REPORTS: N/A**

12.4. **NEGOTIATIONS**: Consultant shall provide document preparation and negotiation services for each parcel by personal contact when possible. Owners not located in project area will be contacted by certified mail or overnight delivery.

12.5. **CLOSING**: Consultant shall provide closing services for each parcel.

12.6. **RECORDING:** Recording of easement for each parcel with Right of way and/or utility easements.

12.7. **QUALITY ASSURANCE**: Consultant shall provide quality assurance for each task on each tract to ensure all work is completed in accordance with all policies and procedure of the Owner.

12.8. **SAFETY**: Consultant shall provide all services in a safe manner.

13. SUBCONTRACTING

13.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.

13.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.

13.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis.

13.4. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within thirty (30) days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within thirty (30) days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
- notify any sureties;
- withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.

13.5. The Consultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

14. RESPONSIBILITY OF THE CONSULTANT

14.1. Notwithstanding any review, approval, acceptance or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

14.2. The Consultant shall demonstrate to the Owner's Representative the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, cost estimates, and other services provided.

14.3. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting professionals engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.

14.4. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.

14.5. Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

14.6. The rights and remedies of the Owner provided for under this Agreement are in addition to any other rights and remedies provided by law.

14.7. If the Consultant is comprised of more than one (1) legal entity, each such entity shall be jointly and severally liable hereunder.

15. WARRANTY OF SERVICES

15.1. *Definitions. Acceptance,* as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction,* as used in this Agreement, means the elimination of a defect.

15.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.

15.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Fee.

15.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Fee.

15.5. Nothing within this section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

16. TERM, COMMENCEMENT, AND COMPLETION

16.1. This Agreement shall commence on the Effective Date set forth above and remain in effect until the completion date as stated in APPENDIX D, unless extended or terminated by the Owner in accordance with this Agreement.

16.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving a written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received written approval from the Owner to proceed with such services.]

It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed within **eight (8)** months from Notice to Proceed date.

17. TERMINATION

17.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.

17.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.

17.3. Upon receipt of the notice, the Consultant shall:

- Immediately discontinue all services affected (unless the notice directs otherwise).
- Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
- Terminate all subcontracts to the extent they relate to the work terminated.
- In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
- With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
- Complete performance of the work not terminated.
- Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Owner has or may acquire an interest.

17.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Fee, subject to the Ceiling Prices and Funding Limitations / Non-Appropriation provisions of this Agreement, *but shall allow no anticipated Fee or profit on unperformed services*.

17.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Consultant's default.

17.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 27, Disputes and Claims.

17.7. The rights and remedies of the Owner provided in this section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

18. STOP WORK ORDERS

18.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to ninety (90) days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either:

18.1.1. Cancel the stop-work order; or,

18.1.2. Terminate the work pursuant to Section 17, Termination.

18.2. If a stop-work order issued under this section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Fee, or both, and the Agreement shall be modified, in writing, accordingly, if:

- The stop-work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement;
- The stop-work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 27, Disputes and Claims.

19. CHANGES

19.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

19.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

Notwithstanding the above, in no event, unless modified in writing by both parties, shall total payments by the City under this Agreement exceed the Contract Ceiling Price.

19.3. All claims and disputes shall be governed by Section 27, Disputes and Claims. As provided in Section 27, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

19.4. Failure to agree to any adjustment shall be a dispute under Section 27, Disputes and Claims. *However, nothing in this section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

20. OWNERSHIP OF DOCUMENTS & DATA

20.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

21. PATENT AND COPYRIGHT INFRINGEMENT

21.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.

21.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.

21.3. The Consultant agrees to include, and require inclusion of, the provisions of this section in all subcontracts at any tier for supplies or services.

21.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.

21.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

22. BANKRUPTCY

22.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City job numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

23. FUNDING LIMITATIONS

23.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated by the State of Arkansas and those to be provided by the United States.

24. SUCCESSORS AND ASSIGNS

24.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or possessing any interest in, this Agreement.

25. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

25.1. *Indemnity*. The Consultant shall hold harmless and indemnify the Owner, Owner's officers, employees, and agents, and all other governmental agencies from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.

25.2. *No Personal Liability*. No director, officer, manager, employee, agent, assign, or representative of the Owner shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.

25.3. *Independent Contractor Relationship*. The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be solely liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

26. INSURANCE

26.1. *Professional Liability Insurance Coverage*. The Consultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of $1,000,000. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.

26.2. *Deductible*. The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the sole judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.

26.3. *Worker's Compensation Insurance*. The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.

26.4. *General Liability Insurance*. The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of $1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of $1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.

26.5. *Insurance Policies and Certificates*. The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.

26.6. *Additional Insurance Requirements*. All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.

26.7. *Duration of Insurance Obligations*. The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five (5) years after the final acceptance of the Project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

26.8. *Consultant's Insurance Primary*. All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that insurance as applying to the Owner shall be primary and the Owner's own insurance shall be non-contributing.

26.9. *Additional Insured*. All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

27. DISPUTES AND CLAIMS

27.1. *Notice of Potential Claim*. Whenever the Consultant deems that any additional compensation is due, the Consultant shall notify the City's Transportation Director in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") ***before beginning the work that gives rise to the claim***.

27.2. *Time & Manner for Submitting Claim*. All disputes and claims shall first be submitted in writing to the City's Project Manager within forty-five (45) calendar days after the completion or termination date. ***The Consultant hereby agrees that the failure to submit the dispute or claim to the City's Transportation Director prior to forty-five (45) calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.***

27.3. *Form*. All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each employee of the Owner or the Arkansas State Highway and Transportation Department knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Department employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;
- If an extension of time is sought, the specific number of days sought and the basis for the extension;
- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
- Any other information or documents that are relevant to the claim.

27.4. *Decision and Appeal*. If an adverse decision is rendered by the City's Transportation Director, the Consultant shall submit the claim or dispute in writing to the Mayor within sixty (60) days from the date of the decision from the Transportation Director. The decision of the Mayor shall be final and conclusive.

27.5. *Continued Performance*. Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 17 or issued a stop work order pursuant to Section 18, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Transportation Director and Mayor's decisions.

27.6. *Nonexclusive Remedies*. The rights and remedies of the Owner provided in this section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion,

receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

28. COVENANT AGAINST CONTINGENCY FEES

28.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Fee or consideration, or otherwise recover, the full amount of the contingent fee.

28.2. *Bona fide agency,* as used in this section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

28.3. *Bona fide employee,* as used in this section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

28.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

28.5. *Improper influence,* as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

29. NONDISCRIMINATION

During the performance of this Agreement, the Consultant, for itself, successors, and assigns, certifies and agrees as follows:

29.1. *Nondiscrimination.* The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

29.2. *Solicitations for Subcontracts, Including Procurements of Materials & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Consultant or for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, nation origin, sex, age, or disability.

29.3. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions or cancellation, termination, or suspension of the Agreement, in whole or in part.

29.4. *Incorporation of Provisions*. The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner or USDOT and its Affiliated Modes may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may request the Owner to enter into such litigation to protect the interests of the State and litigation to protect the interest of the United States.

30. DBE CLAUSE

30.1 The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.

30.2 The Consultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

31. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

31.1. *As applicable*, the Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, and any other applicable Federal, State, and local laws, rules and regulations.

31.2. The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment.

31.3. *As applicable*, the Consultant shall provide the Owner's Notice of Nondiscrimination in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

32. MISCELLANEOUS

32.1. *General Compliance with Laws*. The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.

32.2. *Licensed Appraisers*. All Appraisers and Review Appraisers shall have the appropriate appraisal license through the State of Arkansas.

32.3. *Choice of Law*. This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.

32.4. *Choice of Forum*. The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this

Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas. The Consultant's sole remedy following the decision of the City Manager shall be to a court of competent jurisdiction within the State of Arkansas.

32.5. *No Waiver of Immunity*. The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.

32.6. *Conflicts Between Laws, Regulations, and Provisions*. In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.

32.7. *Severability*. If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.

32.8. *No-Waiver*. The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.

32.9. *Modification and Merger*. This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

33. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

33.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

34. NOTICE

34.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the City's Transportation Director or the Consultant's Representative, and mailed or hand-delivered to:

34.1.1. To the Owner:

Stephanie Orman
Mayor
City of Bentonville
117 W. Central Ave.
Bentonville, Arkansas 72712

34.1.2. To the Consultant:

Donna Roche
Senior Project Manager
O. R. Colan Associates, LLC
2311 Biscayne Drive, Suite 201
Little Rock, AR 72227

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

O. R. Colan Associates, LLC

BY:[redacted]
Stephen Toth, President,

City of Bentonville, Arkansas

BY: _____
Stephanie Orman, Mayor

Global Campus Acquisition
Benton County

APPENDICES

APPENDIX A	JUSTIFICATION OF FEES AND COSTS Schedule of Rates (per Tract) Milestone Payment Schedule
APPENDIX B	SUBCONSULTANT LIST
APPENDIX C	STANDARD CERTIFICATIONS
APPENDIX D	PROJECT WORK PLAN

APPENDIX A

Global Campus Acquisition
Benton County

Revised June 16, 2021

SCHEDULE OF RATES

Service	No.	Cost Per Tract	Total Cost
Valuation Services			
Waiver Valuations	18	$ 500	$ 9,000
(Tract 3 was prepared and approved by the City prior to being notified it is a Walmart Family associated tract.)			
Initial Appraisal Services			
Appraisal Reports – vacant land	0	$ 2,400	$ -
Appraisal Reports – commercial	0	$ 6,000	$ -
2nd Appraisals			
Appraisal Reports – vacant land	0	$ 1,100	$ -
Appraisal Reports – commercial	0	$ 2,750	$ -
Updated Appraisals			
Appraisal Reports – vacant land	0	$ 550	$ -
Appraisal Reports – commercial	0	$ 1,375	$ -
Negotiation Services			
Acquisitions	17	$ 2,800	$ 47,600
Donation Requests (City and Walmart tied properties)	17	$ 800	$ 13,600
Title and Closing Services			
30 Yr Title Reports Fee Acquisitions	11	$ 700	$ 7,700
Title/Closing Services (fee closing)	11	$ 800	$ 8,800
Donation Recording (City and Walmart tied properties)	13	$ 200	$ 2,600
Recording Services for permanent easements only	7	$ 300	$ 2,100
Note: 3 Temp. Constr. Emts are not recorded, no fee			
TOTAL - 34 acquisitions			**$ 91,400**

Global Campus Acquisition
Benton County

MILESTONE PAYMENT SCHEDULE

ITEM	SCHEDULE
Public Meetings	Monthly of Completed Service
Title Services	Monthly - Per Tract 100% of Title Fee for Title Certificates or Commitments completed in the previous month
Initial Waiver Valuation and Appraisal Services	Monthly - Per Tract 100% of the Fee for waivers and appraisals reviewed and approved in the previous month
Negotiation Services	Monthly – Per Tract 25% Upon Presentation of Offer 25% When Contract to Sell is signed or the Tract is recommended for condemnation 50% After the Contract to Sell has been accepted by the City or Condemnation proceedings have been approved and a fully documented acquisition file has been submitted
Closing Services	Monthly – Per Tract 100% After closing is completed and all original closing documents have been submitted to the City

APPENDIX B

Global Campus Acquisition
Benton County

Subconsultants:

PCI Advance Title
Reed & Associates

APPENDIX C

Global Campus Acquisition
Benton County

CERTIFICATION OF CONSULTANT

I hereby certify that I, Stephen Toth am the President, and duly authorized representative of the firm of O. R. Colan Associates, LLC whose headquarters address 7005 Shannon Willow Road, Suite 100, Charlotte, NC 28226, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;

(d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 30 of this Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

O. R. Colan Associates LLC ("Consultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, O. R. Colan Associates, LLC ("Consultant") does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Consultant's programs and activities, as well as the Consultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Consultant's nondiscrimination policies may be directed to John Shelton (ADA/504/Title VI Coordinator), 7005 Shannon Willow Road, Suite 100, Charlotte, NC, 28226; 704-944-1391, (Voice/TTY 711), or the following email address: jshelton@orcolan.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

[redacted]
Authorized Firm Representative

06 / 25 / 2021
Date

APPENDIX D

Global Campus Acquisition
Benton County

PROJECT WORK PLAN

Information and Services to be Provided by Consultant

1. Administrative Services:

1.1 Provide Monthly Progress reports to the City of Bentonville.

1.2 Attend meeting including the Consultant, the City of Bentonville, and others as scheduled at the sole discretion of the City Right of Way Division as to date, time, and location. The Consultant shall compile and distribute meeting minutes as required.

1.3 Maintain project records including, but not limited to, correspondence and documentation of contacts with property owners.

1.4 Overhead costs including salaries, travel, employee benefits, telephone, equipment, supplies, etc.

1.5 Prepare invoices for payment utilizing City of Bentonville standard invoicing procedures.

1.6 Attend Public Meetings to provide information regarding the right-of-way process to the Public.

2. Title Services:

2.1. Furnish title work, prepare detailed title certificates and maintain supporting documents.
2.2. Provide title commitments including thirty (30) year title searches in accordance with industry standards.
2.3. Be responsible for furnishing updates or revised information to the City of Bentonville when change of ownership occurs subsequent to the certificates obtained during right of way plan preparation.
2.4. Prepare proper instruments of conveyance and releases upon determination of title status.

3. Appraisal Services

3.1. Review the Design Consultant's right of way and construction plans.

3.2. Perform field inspection of the proposed project and collect limited market information in order to determine estimated land and improvement values.

3.3. Prepare scope of work, which is a written document between the City and the appraiser describing the appraiser's work and the assignment.

3.4. Contact property owners with invitation to accompany on inspection. This includes inviting the property owners, preferably in writing, to accompany the appraiser during the appraiser's inspection of the property and maintain record of contact in file.

3.5. Prepare waiver valuations or appraisals in accordance with ARDOT Right of Way policies and procedures.

3.6. For on-premise signs, determine if cost to cure would be less than purchase and prepare waiver valuation or appraisal accordingly.

3.7. For off-premise signs, prepare appraisals utilizing forms provided by CITY in accordance with Federal regulations and CITY Right of Way policies and procedures.

3.8. Determine need for specialty report and advise CITY of recommendation. CITY will determine extent of report needed and most efficient and cost-effective method of preparation.

3.9. Obtain a listing of contaminated sites (petroleum, solid/hazardous waste) from the Arkansas Department of Environmental Quality (ADEQ).

3.10. Prepare written notification to the CITY of any environmental concerns associated with the acquisition that could require environmental remediation.

3.11. Assist on any appraisal problems or plan-in-hand inspections, right of way estimates and cost comparisons for public hearings and environmental programs as directed by the CITY.

3.12. Appear and testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by CITY.

3.13. The Appraiser and Review Appraiser, if applicable, cannot be employed by, or otherwise associated with, the same appraisal company or firm.

4. Waiver Valuations:

4.1. Notify property owner as soon as feasible of the City's interest in acquiring the real property, including the City's obligation to secure an appraisal.

4.2. Prepare waiver valuation in accordance with City Right of Way policies and procedures.

4.3. Review the City of Bentonville Right of Way and construction plans.

4.4. Perform field inspection of the proposed project and collect limited market information in order to determine estimated land and improvement values.

5. Negotiation Services:

5.1 Prepare the appropriate acquisition documents and assemble parcel packets.

5.2 Prepare an offer letter for signature by the appropriate City of Bentonville official stating the summary of the basis for the total amount offered.

5.3 Present offer letter to the property owner, discuss the offer amount and rationale for compensation and address any concerns. Advise the property owner of their full rights under the laws of eminent domain if no agreement can be reached and condemnation action is necessary.

5.4 Maintain a project log indicating, at a minimum, the dates of the following: waiver valuation or appraisal approved, initiation of negotiations, contract signed and recommendations for condemnation.

5.5 Maintain detailed records of all information pertinent to the job: ownership addresses, encumbrances, dated and signed negotiator notes, offer letters, and contracts. Negotiator notes should include a record of each contact, explanation of the plans, offers and counteroffers, property owner requests, opinions, proposed solutions and recommendations for condemnation.

5.6 As negotiations are completed, review parcel packets for completeness, prepare acceptance letters for City of Bentonville execution, and distribute parcel packets for further handling.

5.7 Submit counteroffers from the property owners to the City of Bentonville with recommendations for acceptance or rejection.

6. <u>Closing Services:</u>

6.1. Recheck title for any ownership change prior to recording documents easements.

6.2. Deliver City warrants on negotiated settlements after obtaining proper execution of instruments of conveyance for parcels not donated.

6.3. Record conveyance documents in appropriate county offices.

6.4. Perform formal closing on parcels with transfer of fee title.

6.4.1. Obtain title opinion identifying legal ownership and necessary parties for execution of conveyance and releases required to obtain clear title.

6.4.2. Obtain required partial releases of mortgages and other encumbrances.

6.4.3. Deliver state warrants on negotiated settlements after obtaining proper execution of instruments of conveyance and satisfaction of liens.

6.4.4. Collect performance bonds and rent at closing from property owners in accordance with the Department's Right of Way Operations Manual.

6.4.5. Record conveyance documents in appropriate county offices.

PROJECT WORK PLAN

City of Bentonville Responsibilities

City of Bentonville agrees to administer professional services for the right of way acquisition of properties as follows:

1. Provide right of way and construction plans.
2. Provide legal descriptions of the property to be acquired and current ownership title certificates.
3. Provide timely reviews and approval of submissions.
4. Approve standard forms and brochures provided by Consultant to be used in the acquisition process.
5. Process and issue all warrants for payments.
6. Provide final approval for all payments including, but not limited to, waiver valuations.
7. Initiate, coordinate, and administer environmental investigation surveys, as needed.
8. Process condemnation actions including legal document preparation, filing, settlement or trial actions.
9. Prepare exhibits used in court cases on condemned tracts as needed.
10. Provide legal opinions or recommendations that arise during the acquisition process, as needed. Consultant must notify the City of Bentonville if legal advice is needed.

PROJECT WORK PLAN

DELIVERABLES

1. Monthly Progress Reports
2. Minutes of meetings between the City, Consultant, and others
3. Project records including, but not limited to, correspondence and documentation of contacts with subcontractors, property owners, tenants, mortgage companies, photographs, documents, receipts, quotes, etc.
4. Project Log(s)
5. Right of Way Certification
6. Waiver Valuations
7. Sales Data
8. Approvals received of fair market value and recommendation of just compensation
9. Memorandums or documentation related to review of appraisals submitted by property owners
10. Requests for legal opinions received
11. Appropriate acquisition documents
12. Offer letters
13. Negotiation notes
14. Written communications with property owners
15. Complete tract packets
16. Documentation substantiating ownership and/or authority to act on behalf of owner(s), i.e., affidavits, resolutions, death certificates, corporation documents, etc.
17. Contracts to Sell for purchase of easements
18. Transmittal documents for tracts acquired or recommended for condemnation
19. Plan changes
20. Closing documentation, including notes and correspondence
21. Fully executed and filed releases and conveyance documents
22. Invoices and supporting documentation

RESOLUTION NO. _____

A RESOLUTION ALLOWING THE MAYOR AND CLERK TO ENTER INTO A REVISED PROFESSIONAL SERVICES AGREEMENT WITH O.R. COLAN ASSOCIATES, LLC FOR ACQUISITION SERVICES OF PUBLIC IMPROVEMENTS REQUIRED BY THE DEVELOPMENT OF THE WALMART GLOBAL HOME OFFICE PROJECT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a Revised Professional Services Agreement with O.R. Colan Associates, LLC. for acquisition services of public improvements required by the development of the Walmart Global Home Office project in an amount of $91,400 as set forth in the proposal attached hereto as "Exhibit A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**479-271-5964**

Item Type: (*Check All That Apply*)

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Budget Adjustment accepting funds for the revised property acquisition agreement with ORC.

Estimated Cost	**$2,625.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

The funds received will reimburse the Street account.

Budget Adjustment Request

Date of City Council Meeting	**7/13/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

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

To accept funds for the property acquisition revised agreement with ORC.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
203810	**35540**	**Development Agreements**	**$ 2,625.00**	
203810	**47380**	**Street Construction**		**$ 2,625.00**
		Totals	**$ 2,625.00**	**$ 2,625.00**
		Net Impact on Fund Balance	**$**	**-**

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

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution allowing the Mayor and Clerk to enter into an amended agreement with Garver to provide additional professional services for the Master Street Plan. The cost of this amendment will be $59,600.00.

Estimated Cost	**$59,600.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This item will be funded from General Fund Reserves.

Memorandum

To: Mayor and City Council

From: Dennis Birge, Transportation Director

Date: Tuesday, July 6, 2021

Re: Amendment 1 to Garver's Agreement for the Master Street Plan

---

Garver has provided services to update the City of Bentonville's Master Street Plan (MSP). The amendment attached includes additional professional service items needed in order to complete the MSP. This amendment includes public outreach and transportation engineering to be included in the scope of work for Garver. The cost of this amendment is $59,600.00

Staff requests approval of a resolution allowing the Mayor to enter into an amended agreement with Garver to provide additional professional services for the Master Street Plan.

Please contact me with any questions or concerns regarding this amendment. My telephone number is (479) 271-5964 or I can be reached via email at dbirge@bentonvillear.com

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
City of Bentonville
Bentonville, Arkansas
Project No. 19T21630

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1, effective on the date last written below, shall amend the original contract between the **City of Bentonville** (Owner) and **GARVER, LLC** (GARVER), dated August 28, 2019 referred to in the following paragraphs as the original contract.

This Contract Amendment No. 1 adds professional services for the:

Bentonville Master Street Plan Study

The original contract is hereby modified as follows:

SECTION 2 – SCOPE OF SERVICES

Section 2 of the original contract is hereby amended as follows:

The scope of services shall be amended as specified in the attached APPENDIX A.

SECTION 3 – PAYMENT

Section 3 of the original contract is hereby amended as follows:

For the amended work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER an additional **$59,600** on an hourly rate basis. Therefore, the maximum not-to-exceed amount contained in SECTION 3 of the original agreement will be increased from $451,400 to $511,000 as further described in the table below:

WORK DESCRIPTION	ORIGINAL FEE AMOUNT	AMENDMENT NO. 1	TOTALS	FEE TYPE
Public Outreach	$38,900	$21,750	$60,650	Hourly with a Not-To-Exceed Amount
Traffic Engineering	$204,000	$0	$204,000	
Transportation Engineering	$111,400	$37,850	$149,250	
Parking Analysis/Local Transit Plan	$97,100	$0	$97,100	
TOTAL FEE	$451,400	$59,600	$511,000	

The fee spreadsheets contained in the attached APPENDIX B provides additional information for the estimated hourly fees for the additional scope of services.

This Agreement 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	GARVER, LLC
By: _____ *Signature*	By: [redacted] *Signature*
Name: _____ *Printed Name*	Name: Ronald S. Petrie *Printed Name*
Title: _____	Title: Sr. Project Manager
Date: _____	Date: 5/21/2021
Attest: _____	Attest: [redacted]

AMENDMENT NO. 1

APPENDIX A – SCOPE OF SERVICES

The following sections of the Scope of Services contained in Appendix A of the original agreement shall be removed, replaced or modified as noted.

2. Meetings

For Amendment No. 1, the number of meetings shall be increased from 22 to 53 to account for project changes primarily due to COVID-19 as further described below:

Existing Agreement Meetings (22 Identified Meetings):

- One (1) kick-off meeting
- Eight (8) steering committee meetings
- Four (4) technical committee meetings
- Three (3) City Council or Committee of the Whole meetings
- Three (3) public involvement/open house meetings
- Three (3) outreach events

Amendment No. 1 Meetings (53 Identified Meetings):

- One (1) kick-off meeting
- Three (3) steering committee meetings
- Seven (7) technical committee meetings
- Three (3) City Council or Committee of the Whole meetings
- One (1) in-person public involvement meeting
- Two (2) virtual public involvement meetings including creation of a project website
- Zero (0) outreach events
- Four (4) virtual City Ward meetings
- Two (2) virtual Planning Commission/School Board Meetings
- Four (4) virtual meetings with surrounding communities to coordinate MSP Map revisions
- Four (4) in-person/virtual meetings with franchise utility companies to determine project utility relocation cost
- Twenty-two (22) in-person/virtual Progress Meetings

2.1. Kick-Off Meeting

After receipt of a formal Notice to Proceed, we will request a kick-off meeting with the City of Bentonville to review the project goals and reporting procedures, establish expectations and priorities, decide the needed level of involvement from other stakeholders, and discuss the project schedule and submittal dates. We will also discuss the relevance of previous studies and existing data to determine the extent of available data that is valid for use in carrying out the goals of this study.

2.2. Steering Committee Meetings

It is anticipated that the Steering Committee will be made up of 6-8 people and meet three (3) times throughout the project.

The Steering Committee will receive project information, requests for feedback, etc. on a frequency to be determined by project timeline and specified project tasks.

The make-up of the Steering Committee may include:
1. Key City Staff and Department Directors
2. Select City Council or Planning Commission Members
3. Key Business Stakeholders (Walmart)
4. Local Active Transportation Representative
5. Other possible stakeholders as determined by the City

2.3. Technical Committee Meetings

A Technical Committee will be formed to meet and discuss technical aspects of the project seven (7) times throughout the project process. The precise meeting schedule will depend on project progression but will align with major technical milestones of the project.

The Technical Committee members will be a working extension of the Project Team and will assist in the coordination with other consultants performing other City of Bentonville Master Plans and projects. Examples include the City Bike & Pedestrian Plan, Quilt of Parks, and the SE 8th Street Improvements.

Potential Technical Committee members may include the following:
1. Ellen Norvell (Interim Community Development Director / City Engineer)
2. Shelli Kerr (City – Comprehensive Planning Manager)
3. Dennis Birge (City Transportation Director)
4. Dan Weese (City Engineer)
5. Nicci Tiner (Garver – Project Mngr.)
6. Zach Moore (Garver – Street Network / Typical Section)
7. Juliet Richey (Garver – Stakeholder/Public Outreach)
8. Alliance Transportation Group – (ATG - representative TBD)
9. Other members as desired by the City

2.4. City Council or Committee of the Whole meetings

There will be three (3) meetings with the City Council/Committee of the Whole throughout the process:
- One meeting at the beginning of the project
- One meeting at the middle of the project
- One meeting near the end of the project

These meetings will serve to keep the Council briefed on the progress and direction of the project. To promote efficiency in the process, these may be conducted as joint meetings between the Planning Commission and City Council.

2.5. Public Involvement Meetings

Garver Team will collaborate with the City staff to develop the format and structure of one (1) open house style public meeting and two (2) virtual meetings to present and receive feedback on the current and future transportation planning needs of the City. Comments from these meetings will be used to identify major needs and areas that require future study.

The first meeting will be early in the process. The second meeting will be midway through the process (as desired by the City), and the third meeting will be near the end of the project to obtain final comments when the project is 80-90% complete.

Garver Staff will coordinate with the City's Community Relations and Economic Development Director to assist with the creation of verbiage or the provision of graphics needed by the City to create appropriate marketing materials for the advertisement and promotion of the public meetings.

Garver will prepare materials required for the public meeting including display boards, handouts, and digital visual presentations as requested. Garver will provide staff to organize and run each meeting and will collaborate with the appropriate City staff to achieve the desired meeting or charette style. Garver will provide adequate meeting staff to answer any questions related to the study, make presentations, and man registration and exhibit areas. The comments from the public meeting will be summarized in the final report.

For the virtual meetings, Garver will prepare online surveys and a project website to promote strong and diverse citizen input during the COVID-19 pandemic. The structure and content of the survey and the project website will be determined through collaboration with City representatives.

2.6 Ward Meetings, Planning Commission and School Boards
Garver will present findings of the study including the new Master Street Plan Map and Typical Sections to each City Ward, the Planning Commission and the Bentonville School Board and also provide an opportunity for citizens to provide input and ask questions.

2.7 Surrounding Community Coordination
Garver will conduct virtual meetings with staff from surrounding communities to review adjoining MSP maps, determine pending roadway projects, and coordinate the potential revisions to the Bentonville MSP map.

2.8 Utility Coordination Meetings
Garver will provide conceptual drawings to the franchise utilities and meet in-person or virtually to determine the potential costs for utility relocations for the identified short-term improvement projects.

2.9 Progress Meetings
Garver will conduct a maximum of twenty-one (21) in-person or virtual progress meetings with City Staff during the span of the project. The purpose of the meetings is to provide coordination with the various City Departments, obtain needed input from the City, report on project progress, and schedule upcoming meetings. Minutes will be prepared and distributed for all relevant meetings.

5. Street Classifications, Typical Sections, and Design Criteria

For Amendment No. 1, the existing Section 5.1 of the scope of services shall be removed and replaced as follows:

Replace the Existing Section 5.1:

5.1. Evaluate Existing Street Functional Classifications and Design Criteria
Garver will compare the current Minimum Standard Specifications and available typical details for streets, pedestrian, and bicycle facilities with the state and national standards to evaluate the current design criteria for each functional classification and identified special districts. Recommendations for updates to the design criteria and classifications will be provided for City consideration.

With the following new Section 5.1:

5.1 Prepare New Street Functional Classification Standards and Transportation Design Criteria
Garver will prepare new Minimum Standard Specifications, design criteria and typical details for streets, pedestrian, and bicycle facilities in accordance with the state and national standards for each functional classification and identified special districts. The new guidelines will contain at a minimum the following:

- General Provisions that address resource standards, enforcement responsibilities, definitions, developer responsibilities and processes, and required permits.
- Construction Plan Submittal Requirements including general formatting guidelines and specific plan information required to be included on the cover sheet, grading plan sheets, street improvement plans, traffic signing and pavement marking plans, and details.
- Transportation Impact Study guidelines for development proposals.
- Street Design and Technical Criteria to be followed for planning and designing all streets. Typical requirements to be provided include design parameters for horizontal and vertical layouts, on-street parking, medians, driveways, alleys, railroad crossings, cul-de-sacs, and roadway drainage systems.
- Intersection and Roundabout design criteria.
- Pavement Design include geotechnical investigation requirements, subgrade and fill requirements, pavement design criteria, reporting, street cuts, material and construction requirements for asphalt, concrete, aggregate, and curb & gutter.
- Traffic Control Device standards including design criteria, traffic signal plan requirements, traffic signing guidelines, pavement markings and striping guidelines, and pedestrian crossings.
- Pedestrian Facilities design guidelines for sidewalks, access ramps, shared-use paved trails, and pedestrian crossings.
- Bicycle Facilities design guidelines and technical criteria.
- Neighborhood Traffic toolbox to address traffic safety issues and provide traffic calming design criteria.
- Inspection and Testing procedures for new street construction.
- Acceptance and Warranty procedures for new street installations.

6. Review Existing City Documents

The following Section 6.3 shall be added to the scope of services as a part of Amendment No. 1:

6.3. Connecting Bentonville Bike and Pedestrian Plan
Garver will coordinate improvements to the Master Street Plan with the Connecting Bentonville Bike and Pedestrian Plan. As a part of the coordination, Garver will review a draft of the Connecting Bentonville Plan in order to provide recommendations to the City and utilize the recommended criteria for the development of the new MSP typical street sections and the new street standards. Also, Garver will develop a GIS map that integrates the existing and proposed Master Street Plan roadways with the existing and proposed bikeways, greenways, and neighborhood connections as identified in the Connecting Bentonville plan.

12. Project Deliverables

Increase the number of hard copies of the Final Report from three (3) as contained in the original agreement to a total of thirty (30) bound hard copies of Volume One and Volume Two of the Final version of the Master Street Plan document.

APPENDIX B

CITY OF BENTONVILLE
BENTONVILLE MASTER STREET PLAN
Amendment No. 1

FEE SUMMARY

Title I Services	Original Agreement Fees	Amendment 1 Fees	Total Estimated Fees
Public Outreach	$38,900.00	$21,750.00	$60,650.00
Traffic Engineering	$204,000.00	$0.00	$204,000.00
Transportation Engineering	$111,400.00	$37,850.00	$149,250.00
Parking Analysis/Local Transit Plan (Alliance)	$97,100.00	$0.00	$97,100.00
Subtotal for Title I Services	**$451,400.00**	**$59,600.00**	**$511,000.00**

APPENDIX B

CITY OF BENTONVILLE
BENTONVILLE MASTER STREET PLAN

PUBLIC OUTREACH

WORK TASK DESCRIPTION	P-1	E-1	D-1	D-2
	$137.00	$113.00	$106.00	$123.00
	hr	hr	hr	hr
2. Meetings (includes meeting prep time)				
Steering Committee Meeting (reduction of five meetings)	-35	-2		
Technical Committee Meetings (three additional meetings)	15	5		
Public Meeting shift to be virtual	20	8		
Public Outreach Events	-22	-3		
Technical Committee Meetings (three additional meetings)	30	3		
City Ward Meetings (4 virtual meetings)	16	4		
Planning Commission/School Board (2 virtual meetings)	6	2		
Surrounding Community Coordination (4 virtual meetings)	12	6		
Progress Meetings (22 in person/virtual meetings)	44	20		
Subtotal - Meetings	**86**	**43**	**0**	**0**
2. Other				
Creation of Project Website & Preparation of content	8		4	28
Subtotal -	**8**	**0**	**4**	**28**
Hours	**94**	**43**	**4**	**28**
Salary Costs	$12,878.00	$4,859.00	$424.00	$3,444.00

SUBTOTAL - SALARIES:		**$21,605.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$95.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$50.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$145.00**
SUBTOTAL:		**$21,750.00**
SUBCONSULTANTS FEE:		**$0.00**
TOTAL FEE:		**$21,750.00**

APPENDIX B

CITY OF BENTONVILLE
BENTONVILLE MASTER STREET PLAN

TRANSPORTATION ENGINEERING

	WORK TASK DESCRIPTION	E-6	E-5	E-4	E-2	E-1
		$283.00	$226.00	$186.00	$132.00	$113.00
		hr	hr	hr	hr	hr
2.	**Meetings**					
	Steering Committee Meetings (reduction of five meetings)	-10			-10	
	Technical Committiee Meetings (three additional meetings)	9			9	
	City Ward Meetings (four virtual meetings)	8			8	
	Planning Commission/School Board (two virtual meetings)	4			4	
	Utility Company Coordination (four meetings)				10	
	Progress Meetings (22 in-person/virtual meetings)	33			33	
	Subtotal - Meetings	**44**	**0**	**0**	**54**	**0**
5.	**Street Classifications, Typical Sections, and Design Criteria**					
	Prepare New Transportation Standards and Specifications	8			60	
	Subtotal - Street Classifications and Sections	**8**	**0**	**0**	**60**	**0**
6.	**Review Existing City Documents**					
	Connecting Bentonville Bike and Ped Plan Coordination	6			8	
	Subtotal - Review Existing City Documents	**6**	**0**	**0**	**8**	**0**
11.	**Prepare Final Report**					
	Final Documentation	8			20	
	Subtotal - Prepare Final Report	**8**	**0**	**0**	**20**	**0**
	Hours	**66**	**0**	**0**	**142**	**0**
	Salary Costs	$18,678.00	$0.00	$0.00	$18,744.00	$0.00

SUBTOTAL - SALARIES:		**$37,422.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$380.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$48.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$428.00**
SUBTOTAL:		**$37,850.00**
SUBCONSULTANTS FEE:		**$0.00**
TOTAL FEE:		**$37,850.00**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH GARVER, LLC. TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES FOR THE MASTER STREET PLAN.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an amended agreement with Garver, LLC to provide additional professional services for the Master Street Plan in an amount of $59,600.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Item Type: (*Check Applicable Item Type*)

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Budget adjustment in the amount of $59,600.00 for an amended agreement with Garver, LLC to provide additional professional services for the Master Street Plan.

Estimated Cost	**$59,600.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This item will be funded from the Street Fund.

Budget Adjustment Request

Date of City Council Meeting	7/13/2021
Department	Transportation
Submitted by	Dennis Birge
Phone	(479) 271-5964

Purpose of Budget Adjustment *(Enter purpose in space below):*
Budget adjustment in the amount of $59,600 for an amended agreement with Garver to provided additional professional services for the Master Street Plan.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	43210	Legal & Professional Services		$ 59,600.00
		Totals	$ -	$ 59,600.00
		Net Impact on Fund Balance	$	(59,600.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution expressing the willingness of the City of Bentonville to apply for $625,000.00 from the federal-aid Surface Transportation Block Grant Program - Attributable (STBGP-A) program - FFY 2022 administered by the Northwest Arkansas Regional Planning Commission (NWARPC) to help fund environmental and initial design for roadway improvements at the intersection of SW Regional Airport Blvd. / S. Vaughn Rd. If awarded, the grant will pay 80% of the Total Project Cost, up to the Grant maximum.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Memorandum

To: Mayor and City Council

From: Dennis Birge, Transportation Director

Date: Wednesday, July 07, 2021

Re: Application for FFY 2022 Surface Transportation Block Grant Program – Attributable (STBGP-A) Funds for Environmental and Initial Design for Improvements to the intersection of SW Regional Airport Blvd. and S. Vaughn Rd.

Staff recommends City Council approval of a resolution expressing the willingness of the City to apply for $625,000 from the federal-aid FFY 2022 Surface Transportation Block Grant Program– Attributable (STBGP-A) funds administered by the Northwest Arkansas Regional Planning Commission (NWARPC) to perform environmental and initial design for improvements to the intersection of SW Regional Airport Blvd. and S. Vaughn Rd. If awarded, the grant will pay 80% of the total project cost up to the grant amount. The City Of Bentonville must match 20%, estimated to be $125,000. The matching funds will be funded from the Street Construction account.

Thank you for your consideration of this request. Please contact me at dbirge@bentonvillear.com or 479-271-5964 with any questions or comments.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BENTONVILLE TO UTILIZE FEDERAL-AID SURFACE TRANSPORTATION BLOCK GRANT PROGRAM – ATTRIBUTABLE (STBG-A) (FFY 2022) FUNDS ADMINISTERED BY THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION (NWARPC) TO BEGIN ENVIRONMENTAL AND INITIAL DESIGN TO IMPROVE THE INTERSECTION OF SW REGIONAL AIRPORT BLVD. AND S. VAUGHN RD.

WHEREAS, the City of Bentonville understands Federal-aid Surface Transportation Block Grant Program - Attributable (STBG-A) (FFY 2021) funds are available at 80% federal participation and 20% local match to begin environmental and initial design for improvements to the intersection of SW Regional Airport Blvd. and S. Vaughn Rd.; and

WHEREAS, the City of Bentonville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, the City of Bentonville understands that there will be no reimbursement for any work accomplished prior to the issuance by the Arkansas Department of Transportation of an official Notice to Proceed; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant; and

WHEREAS, the current application requests $625,000 to be put toward the environmental studies and initial design work; and,

WHEREAS, the local match required for this amount would total 20% of the requested funding which is $125,000; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BENTONVILLE CITY COUNCIL THAT:

Section 1. The City of Bentonville will participate in accordance with its designated responsibility.

Section 2. The City of Bentonville Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the environmental and initial design of the above stated project.

Section 3. The City of Bentonville pledges its full support and hereby authorizes the City of Bentonville to cooperate with the Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

Section 4. The required matching funds in the amount of $125,000 for the environmental and initial design work for improvements to the intersection of SW Regional Airport Blvd. and S. Vaughn Rd are hereby committed out of the street construction account pending the approval of the application.

THIS RESOLUTION adopted this _____ day of _____, 2021.

_____
Stephanie Orman, Mayor

ATTEST: _____
Kirby Romines, City Clerk
(SEAL)

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Jacobs Engineering Group Inc. for engineering and project services for Rainbow Curve Improvements. The cost of this contract will be $1,791,335.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$1,791,335.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Wednesday, June 23, 2021

Re: PSA for Rainbow Curve Improvements (MUNIS# 21ST0005)

Project Description:

The existing intersection of South Walton Boulevard and Highway 12, commonly known as Rainbow Curve, operates at an overall Level of Service (LOS) E. This project proposes to develop a flyover bridge to carry the westbound left-turns. Additional right-turn and left-turn lanes are proposed on two legs. Additional alternatives may be developed and assessed before proceeding with an official design.

Jacobs Engineering Group Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $1,791,355.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Jacobs Engineering Group Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **RAINBOW CURVE IMPROVEMENTS (MUNIS # 21ST0005)** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **Jacobs Engineering Group Inc.**, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____ day of _____ , 20 ____ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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:**

One Million Seven Hundred Ninety-One Thousand Three Hundred Thirty-Five Dollars

$ 1,791,335.00 , unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**Jacobs Engineering Group Inc.**
CITY	ENGINEER
BY	BY
MAYOR	**Vice President**
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

The existing intersection of South Walton Boulevard and Highway 12, commonly known as Rainbow Curve, operates at an overall Level of Service (LOS) E. This project proposes to develop flyover bridge to carry the westbound left-turns. Additional right-turn and left-turn lanes are proposed on two legs.



Updated traffic counts will be taken, and the intersection LOS checked for the existing traffic and for the design year to evaluate the proposed improvements with three other alternatives. No environmental impacts are anticipated with a stormwater permit from ADEQ and ARDOT permit required. Utility impacts are anticipated to include water and wastewater line relocations, as well as, coordination with electrical and fiber optic utilities. Right of way takes are anticipated for up to 17 parcels. Construction phase services will be performed to verify conformance to the plans and specification utilizing an onsite inspector for the bridge with an assumed construction duration of 18 months, review of material certifications/tickets and shop drawings,

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.
- The ENGINEER is an independent contractor for the CITY and under the construction phase of the project does not directly supervise, direct, or control the Contractor's work. The ENGINEER is not responsible for the means, methods, sequences, and procedures of construction, unless specified in the Contract Documents. The ENGINEER is not responsible for any deficiencies in their work or work of others under their control. The ENGINEER is not responsible for the security and safety of the site, and compliance with all Laws and Regulations applicable to performing their work.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

TITLE I SERVICES	HOURS	LABOR	EXPENSES	TOTAL
PROJECT MANAGEMENT	370	$74,684	$775	$75,459
PLANNING	515	$82,620	$0	$82,620
ENVIRONMENTAL	104	$17,288	$400	$17,688
TRAFFIC DESIGN & PLANS	274	$28,440	$0	$28,440
UTILITIES	824	$115,872	$515	$116,387
SURVEY	1,051	$122,147	$48,544	$170,691
ROADWAY	1,679	$236,516	$400	$236,916
ROW DESIGN & PLANS	478	$67,390	$258	$67,648
BRIDGE	1,421	$238,067	$255	$238,322
BIDDING	152	$26,472	$511	$26,983
SUBTOTAL TITLE I	**6,716**	**$983,024**	**$51,147**	**$1,061,154**
SUBCONSULTANTS TITLE I				
Grubbs, Hoskyns, Barton & Wyatt, Inc. (Geotechnical)				$50,500
The Traffic Group (Traffic Counts)				$5,850
ORC (Right-of-Way Acquisition for up to 3 parcels)				$120,000
SUBTOTAL SUBCONSULTANTS TITLE I	**0**	**$0**	**$0**	**$176,350**
TOTAL TITLE I	6,716	**$983,024**	**$51,147**	**$1,237,504**
TITLE II SERVICES	**4,322**	**$515,652**	**$38,180**	**$553,832**
SUBCONSULTANTS TITLE II				
TOTAL TITLE II	**4,322**	**$515,652**	**$38,180**	**$553,832**
TOTAL PROJECT	11,038	**$1,498,676**	**$89,326**	**$1,791,335**

PROJECT MANAGEMENT

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
General								
Kick of meeting		2	2					4
Project Procedures Manual and Qaulity Plan	4	16						20
Stake-holder/ City Dept. coordinations		16	24					40
Project Setup	4	8					4	16
Administration	4	36						40
Right of Entry		4					16	20
Update Reports		62	24				24	110
Internal Coordination								0
Planning		12						12
Environmental		12						12
Traffic		12						12
Utilities		12						12
Survey		12						12
Roadw ay		12						12
Bridge		12						12
Right-of-Way Plans		12						12
Subconsultants								0
Geotechnical		8						8
Traffic Counts		8						8
Right-of-Way Acquisition		8						8
TOTAL MH - PROJECT MANAGEMENT	12	264	50	0	0	0	44	370

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$248.00	12	$2,976
PM - Project Manager	$223.00	264	$58,872
PE - Senior Engineer	$174.00	50	$8,700
DE - Enigneer II	$149.00	0	$0
DSR - EIT/Designer	$124.00	0	$0
TECH - Technician I and II	$112.00	0	$0
ADMIN - Administrative Assistant	$94.00	44	$4,136
	Subtotal Labor Costs		**$74,684**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)		each	$0.10	$0
Printing (11 x 17 Color)		each	$0.30	$0
Mileage (2 trips at 460 miles)	920	mile	$0.56	$515
Lodging (1 nights / 2 persons)	2	each	$130.00	$260
			$0.00	$0
		Subtotal Expenses		$775
TOTAL COSTS - PROJECT MANAGEMENT				**$75,459**

PLANNING

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
Data coordination			5	5				10
CAD Layout		40	5	5	80			130
Meetings and Coordination		10	10	10	10			40
Synchro Modeling (used for signal timing)			10	20				30
VISSIM No-Build (minimal / no calibration)			10	30				40
VISSIM Model Validation			10	20				30
VISSIM Alternatives (DDI, DLT, Bridge, Rndbt)			20	80				100
Reporting and Documentation			40	80				120
Crash trends (ACAT)			5	10				15
								0
TOTAL MH - INTCHNG. JUST. REPORT	0	50	115	260	90	0	0	515

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$248.00	0	$0
PM - Project Manager	$223.00	50	$11,150
PE - Senior Engineer	$174.00	115	$20,010
DE - Enigneer II	$155.00	260	$40,300
DSR - EIT/Designer	$124.00	90	$11,160
TECH - Technician I and II	$112.00	0	$0
ADMIN - Administrative Assistant	$94.00	0	$0
	Subtotal Labor Costs		**$82,620**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)	0	each	$1.00	$0
Printing (11 x 17 Color)		each	$0.00	$0
Mileage (3 trips at 500 miles, 3@50, 6@30)		mile	$0.00	$0
Lodging (3 nights / 2 persons)		each	$0.00	$0
			$0.00	$0
			Subtotal Expenses	$0
		TOTAL COSTS - PLANNING		**$82,620**

ENVIRONMENTAL

MANHOURS									
TASK	EPM	ES	PE	PLN	GIS	DSR	TECH	ADMIN	TOTAL
Data Collection									0
ADEQ Coordination			8						8
ARDOT Coordination			16						16
									0
									0
Public Meeting (1) (Recorded PowerPoint)			24		16				40
Public Meeting (2) (Recorded PowerPoint)			24		16				40
									0
									0
									0
									0
									0
TOTAL MH - ENV. CLEAR. DOC.	0	0	72	0	32	0	0	0	104

LABOR COSTS			
Category - Description	Rate	MH	Amount
EPM - Sr. Environmental Scientist	$212.00	0	$0
ES - Environmental Scientist	$162.00	0	$0
PE - Project Engineer	$185.00	72	$13,320
PLN - Planner	$160.00	0	$0
GIS - GIS Specialist	$148.00	0	$0
DSR - Designer	$124.00	32	$3,968
TECH - Technician	$96.00	0	$0
ADMIN - Administrative Assistant	$84.00	0	$0
	Subtotal Labor Costs		**$17,288**

EXPENSES					
ITEM	Quantity	Unit	Rate	Amount
Permits	2	each	$200.00	$400
Printing (8 1/2 x 11 B&W)		each	$0.30	$0
Printing (11 x 17 Color)		each	$1.00	$0
Boards		each	$30.00	$0
Scrol Plots		each	$20.00	$0
Mileage (2 trips at 50 miles)		mile	$0.56	$0
Meals		each	$50.00	$0
Vehicle Rental		day	$50.00	$0
Lodging (3 nights / 2 persons)		each	$100.00	$0
Air Fare (RT Denver to Little Rock)		each	$750.00	$0
		Subtotal Expenses		$400
	TOTAL COSTS - ENVIRONMENTAL			**$17,688**

TRAFFIC DESIGN & PLANS

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
30% Design Phase			10			100		110
Preliminary Plan Review			8					8
60% Design Phase			10			50		60
Preliminary Plan Review			8					8
90% Design Phase			5			50		55
Final Plan Review			8					8
100% Design Phase			5			20		25
								0
TOTAL MH - TRAFFIC DESIGN & PLANS	0	0	54	0	0	220	0	274

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$248.00	0	$0
PM - Project Manager	$223.00	0	$0
PE - Senior Engineer	$160.00	54	$8,640
DE - Enigneer II	$149.00	0	$0
DSR - EIT/Designer	$124.00	0	$0
TECH - Technician I and II	$90.00	220	$19,800
ADMIN - Administrative Assistant	$94.00	0	$0
	Subtotal Labor Costs		**$28,440**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (11x17 B&W)		each	$0.00	$0
Mileage (0 trips at 0 miles)		miles	$0.00	$0
Lodging (0 nights / 0 persons)		each	$0.00	$0
			$0.00	$0
		Subtotal Expenses		$0
	TOTAL COSTS - TRAFFIC DESIGN & PLANS			**$28,440**

UTILITIES

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
Design Criteria								0
30% Design Phase								0
Water, Conceptual Design, GIS figures			6	40	12		62	120
Sewer Conceptual DesignGIS figures			5	25	40		35	105
60% Design Phase								0
Water Line Design			9	30	50			89
Fiber Obtec Cable			4		8			12
Power poles & Lighting		8		16		16		40
Sewer Design			9	20	53			82
90% Design Phase								0
Water Line Design		12	20		39		4	75
Fiber Obtec Cable Coordination		2	4		4			10
Power poles & lighting Coordination		2	4			8		14
Sewer Design			12	13	60			85
Horizontal Boring Design Water & Sewer)			70	2	20			92
Easements								0
Figures and Agreement Editing				10	90			100
TOTAL MH - UTILITIES	0	24	143	156	376	24	101	824

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$248.00	0	$0
PM - Project Manager	$223.00	24	$5,352
PE - Senior Engineer	$186.00	143	$26,598
DE - Enigneer II	$161.00	156	$25,116
DSR - EIT/Designer	$124.00	376	$46,624
TECH - Technician I and II	$112.00	24	$2,688
ADMIN - Administrative Assistant	$94.00	101	$9,494
	Subtotal Labor Costs		**$115,872**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (11x17 B&W)		each	$0.00	$0
Mileage (2 trips at 460 miles)	920	miles	$0.56	$515
Lodging (0 nights / 0 persons)		each	$0.00	$0
			$0.00	$0
		Subtotal Expenses		$515
	TOTAL COSTS - UTILITIES			**$116,387**

SURVEY

MANHOURS								
TASK	PD	PM	PE	PS	PC	TECH	ADMIN	TOTAL
Project Control				60	50	16		126
Topography, Terrain, and Utility Mapping				120	100	16		236
DTM Model				5		16		21
Boundary and Right of Way Survey				140	100	40		280
Acquisition Staking				60	50			110
CE&I				64	64			128
Utilities				30	25			55
R/W and Property Line Staking				35	30			65
Calculations & Data Analysis				5		4		9
Publication of boundary survey results				5		16		21
TOTAL MH - SURVEY	0	0	0	524	419	108	0	1,051

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$248.00	0	$0
PM - Project Manager	$223.00	0	$0
PE - Senior Engineer	$174.00	0	$0
PS - Surveyor I	$124.00	524	$64,976
PC - Surveyor II	$105.00	419	$43,995
TECH - Technician I and II	$122.00	108	$13,176
ADMIN - Administrative Assistant	$94.00	0	$0
	Subtotal Labor Costs		**$122,147**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Mileage (13 trips at 460miles)	5,980	miles	$0.56	$3,349
Lodging (2 rooms x 40 nights)	80	nights	$130.00	$10,400
Per-di-um (2 men x 53 days)	106	days	$45.00	$4,770
Rebar	20	each	$2.50	$50
Rebar Caps	20	each	$2.50	$50
Flagging	1	each	$20.00	$20
Guard Stakes	1	each	$100.00	$100
ARKUPS	1	each	$800.00	$800
Title Search, Closing, and Conveyance	17	parcels	$1,365.00	$23,205
Survery Equipment	2	months	$2,900.00	$5,800
		Subtotal Expenses		$48,544
	TOTAL COSTS - SURVEY			**$170,691**

ROADWAY

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
Design Criteria								
Design Criteria		2	4					6
30% Design Phase								
Horizontal and Vertical Design		16	40	40	40			136
Drainage Design			40		40			80
Pavement Design Report		4	8			12		24
Title Sheet			4		8			12
Typical Sections of Improvement		8	16		24	24		72
Plan and Profiles		8	40		40	32		120
Construction Cost Estimate		4	16					20
60% Design Phase								0
Incorporate 30% comments			8	16		40		64
Title Sheet			2			4		6
Typical Sections of Improvement			3			24		27
Special Detials		4	8	8	16	24		60
Survey Control Details			8		32			40
Plan and Profiles			16		80	40		136
Maintencance of Traffic		4	24		40	80		148
Permanent Pavement Markings Details			8		16	24		48
Overhead and Roadside Sign Details			8		16	20		44
Temporary Erosion Control			8		16	24		48
Cross Sections			40		100	60		200
Construction Cost Estimate			16					16
90% Design Phase								0
Incorporate 60% comments			4	16		40		60
Index of Sheets			8	8				16
Governing Specifications and General notes			8	8				16
Special Provisions			24	8				32
SWPPP			16					16
Quantities			40		40	32		112
Construction Cost Estimate			8					8
Final Plan Review		16	24					40
100% Design Phase								0
Incorporate 90% comments		16	16	16		24		72
TOTAL MH - ROADWAY	0	82	465	120	508	504	0	1,679

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$248.00	0	$0
PM - Project Manager	$223.00	82	$18,286
PE - Senior Engineer	$174.00	465	$80,910
DE - Enigneer II	$149.00	120	$17,880
DSR - EIT/Designer	$124.00	508	$62,992
TECH - Technician I and II	$112.00	504	$56,448
ADMIN - Administrative Assistant	$94.00	0	$0
		Subtotal Labor Costs	**$236,516**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (11x17 B&W)	50	each	$0.30	$15
Mileage (1 trips at 460 miles)	460	miles	$0.56	$255
Lodging (1 nights / 1 persons)	1	each	$130.00	$130
			$0.00	$0
			Subtotal Expenses	$400
		TOTAL COSTS - ROADWAY		**$236,916**

ROW DESIGN & PLANS

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
Stage 1 - 60% Strip Map		8			32			40
Stage 2					-			0
Stage 3					-			0
Stage 4 - 90% Plans (Up to 17 Parcels)		68			340			408
Stage 5 - Final Plans (Up to 17 Parcels)		6			24			30
								0
TOTAL MH - ROW DESIGN & PLANS	0	82	0	0	396	0	0	478

LABOR COSTS								
Category - Description						Rate	MH	Amount
PD - ProjectDirector						$248.00	0	$0
PM - Project Manager						$223.00	82	$18,286
PE - Senior Engineer						$174.00	0	$0
DE - Enigneer II						$149.00	0	$0
DSR - EIT/Designer						$124.00	396	$49,104
TECH - Technician I and II						$112.00	0	$0
ADMIN - Administrative Assistant						$94.00	0	$0
							Subtotal Labor Costs	**$67,390**

EXPENSES								
ITEM					Quantity	Unit	Rate	Amount
Printing (11x17 B&W)						each	$0.30	$0
Mileage (1 trips at 460 miles)					460	miles	$0.56	$258
Lodging (0 nights / 0 persons)						each	$130.00	$0
							$0.00	$0
							Subtotal Expenses	$258
			TOTAL COSTS - ROW DESIGN & PLANS					**$67,648**

BRIDGE

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
Design Criteria & Bridge Data Collection		2	8	16				26
30% Design Phase								0
Bridge Type Selection Evaluation		4	24	12				40
Preliminary Bridge Layout Coordination		4	16	10				30
Foundation Type Selection		3	24	12				39
Preliminary Bridge Layout Development		2	24	40	64			130
Retaining Walls		12	40		80			132
90% Design Phase								0
Refine Bridge Layout		2	16		16			34
Design and Detail Substructure		16	80	60	184			340
Design and Detail Superstructure		16	100	80	264			460
Final Quantities		2	16	16	8			42
Construction Cost Estimate & Special Provisions		8	32					40
Retaining Walls		4	24		40			68
100% Design Phase								0
Address 90% Comments		2	8	6	12			28
Submit Final signed & Sealed Plans		4	2		6			12
TOTAL MH - BRIDGE	0	81	414	252	674	0	0	1,421

LABOR COSTS								
Category - Description						Rate	MH	Amount
PD - ProjectDirector						$248.00	0	$0
PM - Project Manager						$223.00	81	$18,063
PE - Senior Engineer						$212.00	414	$87,768
DE - Enigneer II						$161.00	252	$40,572
DSR - EIT/Designer						$136.00	674	$91,664
TECH - Technician I and II						$112.00	0	$0
ADMIN - Administrative Assistant						$94.00	0	$0
							Subtotal Labor Costs	**$238,067**

EXPENSES								
ITEM					Quantity	Unit	Rate	Amount
Printing (11x17 B&W)						each	$0.30	$0
Mileage (1 trips at 460 miles)					460	miles	$0.56	$255
Lodging (0 nights / 0 persons)						each	$130.00	$0
							$0.00	$0
							Subtotal Expenses	$255
					TOTAL COSTS - BRIDGE			**$238,322**

BIDDING

MANHOURS								
TASK	PD	PM	RE	DE	DSR	TECH	ADMIN	TOTAL
Project Manual								
Develop front end and incorperate SPs		16					32	48
Advertisement								
Bid invitations		2					2	4
Preconstruction								
Pre-Bid Meeting		8	16					24
Respond to Bid queries		16	32					48
Bid Openning								
Bid Openning		8	8					16
Bid Analysis								
Review of bid document		4						4
Bid Tab		2	6					8
TOTAL MH - BIDDING	0	56	62	0	0	0	34	152

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$248.00	0	$0
PM - Project Manager	$223.00	56	$12,488
RE - Resident Engineer	$174.00	62	$10,788
DE - Enigneer II	$149.00	0	$0
DSR - EIT/Designer	$124.00	0	$0
TECH - Technician I and II	$112.00	0	$0
ADMIN - Administrative Assistant	$94.00	34	$3,196
	Subtotal Labor Costs		**$26,472**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
General Printing (11x17 B&W)		each	$0.30	$0
General Mileage (2 trips at 460 miles)	920	mile	$0.56	$511
General Lodging (3 nights / 2 persons)		each	$130.00	$0
Advertisement	0	each	$0.00	$0
Express Deliveries		each	$25.00	$0
		Subtotal Expenses		$511
	TOTAL COSTS - BIDDING			**$26,983**

Title II CONSTRUCTION PHASE SERVICES

MANHOURS								
TASK	PM	RE	PE	PS	INSP I	INSP II	ADMIN	TOTAL
Project Setup	8	56			40		24	128
Inspection and Management		576		120	2,880	40	160	3,776
Engineering Support	40		120					160
Project Close Out	8	100			100		50	258
Title II CONSTRUCTION PHASE SERVICES	56	732	120	120	3,020	40	234	4,322

LABOR COSTS			
Category - Description	Rate	MH	Amount
PM - Project Manager	$223.00	56	$12,488
RE - Resident Engineer	$174.00	732	$127,368
PE - Senior Engineer	$174.00	120	$20,880
PS - Surveyor I	$124.00	120	$14,880
INSP I - Inspector I	$104.00	3,020	$314,080
INSP II - Inspector II	$99.00	40	$3,960
ADMIN - Administrative Assistant	$94.00	234	$21,996
	Subtotal Labor Costs		**$515,652**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
General Printing (11x17 B&W)		each	$0.00	$0
Survey Mileage (10 trips at 460 miles)	4,600	mile	$0.56	$2,553
Survey Lodging (10 nights / 1 persons)	10	each	$130.00	$1,300
Survey Meals (20 days / 1 persons)	20	each	$55.00	$1,100
Inspector I Truck	18	Month	$750.00	$13,500
Inspector I Lodging	18	Month	$950.00	$17,100
Inspector II Mileage (5 trips at 460 miles)	2,300	mile	$0.56	$1,277
Inspector II Lodging (5 nights / 1 persons)	5	each	$130.00	$650
Inspector II Meals (10 days / 1 persons)	10	each	$55.00	$550
Express Deliveries	6	each	$25.00	$150
		Subtotal Expenses		$38,180
TOTAL COSTS - Title II CONSTRUCTION PHASE SERVICES				**$553,832**

DURATIONS		
TASK	DURATION	UNITS
Traffic Counts and Planning	5	Weeks
Survey	3	Weeks
30% Design	8	Weeks
60% Design	8	Weeks
Utility Coordination	8	Weeks
Right-of-Way	52	Weeks
90% Design	16	Weeks
100% Design	3	Weeks
Bidding	4	Weeks
Construction	72	Weeks
TOTAL DURATION (not including reviews)	152	Weeks

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH JACOBS ENGINEERING GROUP INC., FOR ENGINEERING AND PROJECT SERVICES FOR RAINBOW CURVE IMPROVEMENTS.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Jacobs Engineering Group Inc. for engineering and project services for Rainbow Curve Improvements (MUNIS #21ST0005) in an amount of $1,791,335.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Jacobs Engineering Group Inc. for engineering and project services for S. Walton and SW 5th Intersection. The cost of this contract will be $310,648.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$310,648.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Monday, June 28, 2021

Re: PSA for S. Walton and SW 5th Intersection (MUNIS# 21ST0006)

Project Description:

The existing intersection of South Walton Boulevard and Walmart Entrance (SW 5th) operates at an overall Level of Service (LOS) F. This project proposes to develop dual left-turn lanes on the eastbound leg of the intersection. Dual left-turn lanes currently exist on the westbound leg. It is proposed to widen to both sides to better align the east and westbound legs.

Jacobs Engineering Group Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $310,648.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Jacobs Engineering Group Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **S WALTON AND SW 5TH INTS (MUNIS # 21ST0006)** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **Jacobs Engineering Group Inc.**, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____ day of _____ , 20 ____ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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:**

Three Hundred Ten Thousand Six Hundred Forty-Eight Dollars

$ 310,648.00 , unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

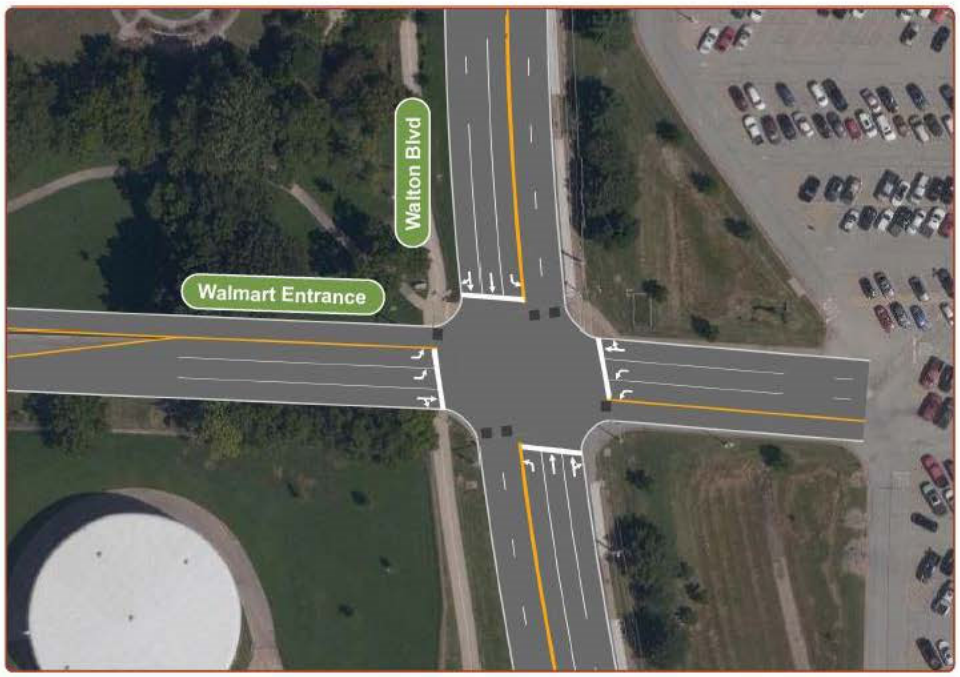
IN WITNESS THEREOF, the CITY and ENGINEER have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	**Jacobs Engineering Group Inc.**
CITY	ENGINEER
BY	BY
MAYOR	**Manager of Projects**
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

The existing intersection of South Walton Boulevard and Walmart Entrance operates at an overall Level of Service (LOS) F. This project proposes to develop dual left-turn lanes on the eastbound leg of the intersection. Dual left-turn lanes currently exist on the westbound leg. It is proposed to widen to both sides to better align the east and westbound legs.



Updated traffic counts will be taken, and the intersection LOS checked for the existing traffic and for the design year to verify the proposed improvements. No environmental impacts are anticipated with only a stormwater permit from ADEQ required. Minimal utility impacts are anticipated to include protection for an eight-inch waterline, relocation of overhead lighting and a sign. Right takes are anticipated for up to three parcels. Construction phase services will be performed to verify conformance to the plans and specification utilizing milestone checks, review of material certifications/tickets and shop drawings,

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.
- The ENGINEER is an independent contractor for the CITY and under the construction phase of the project does not directly supervise, direct, or control the Contractor's work. The ENGINEER is not responsible for the means, methods, sequences, and procedures of construction, unless specified in the Contract Documents. The ENGINEER is not responsible for any deficiencies in their work or work of others under their control. The ENGINEER is not responsible for the security and safety of the site, and compliance with all Laws and Regulations applicable to performing their work.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

TITLE I SERVICES	HOURS	LABOR	EXPENSES	TOTAL
PROJECT MANAGEMENT	190	$36,202	$0	$36,202
PLANNING	170	$26,160	$0	$26,160
ENVIRONMENTAL	64	$9,696	$200	$9,896
TRAFFIC DESIGN & PLANS	153	$14,887	$0	$14,887
UTILITIES	254	$33,648	$0	$33,648
SURVEY	136	$16,214	$9,760	$25,974
ROADWAY DESIGN & PLANS	336	$47,808	$400	$48,208
ROW DESIGN & PLANS	104	$14,208	$258	$14,466
BIDDING	118	$19,325	$511	$19,836
SUBTOTAL TITLE I	**1,407**	**$198,823**	**$10,618**	**$229,277**
SUBCONSULTANTS TITLE I				
Grubbs, Hoskyns, Barton & Wyatt, Inc. (Geotechnical)				$5,800
The Traffic Group (Traffic Counts)				$975
ORC (Right-of-Way Acquisition for up to 3 parcels)				$12,900
SUBTOTAL SUBCONSULTANTS TITLE I	**0**	**$0**	**$0**	**$19,675**
TOTAL TITLE I	1,407	**$198,823**	**$10,618**	**$248,952**
TITLE II SERVICES	**458**	**$57,206**	**$4,490**	**$61,696**
SUBCONSULTANTS TITLE II				
TOTAL TITLE II	**458**	**$57,206**	**$4,490**	**$61,696**
TOTAL PROJECT	1,865	**$256,029**	**$15,108**	**$310,648**

PROJECT MANAGEMENT

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
General								
Kick of meeting		2	2					4
Stake-holder/ City Dept. coordinations		8	16					24
Project Setup	4	8					4	16
Administration	4	28						32
Update Reports		50	14				24	88
Internal Coordination								0
Planning		2						2
Environmental		2						2
Traffic		2						2
Utilities		2						2
Survey		2						2
Roadw ay		2						2
Right-of-Way Plans		2						2
Subconsultants								0
Geotechnical		4						4
Traffic Counts		4						4
Right-of-Way Acquisition		4						4
TOTAL MH - PROJECT MANAGEMENT	8	122	32	0	0	0	28	190

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$240.00	8	$1,920
PM - Project Manager	$216.00	122	$26,352
PE - Senior Engineer	$168.00	32	$5,376
DE - Enigneer II	$144.00	0	$0
DSR - EIT/Designer	$120.00	0	$0
TECH - Technician I and II	$108.00	0	$0
ADMIN - Administrative Assistant	$91.20	28	$2,554
	Subtotal Labor Costs		**$36,202**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)		each	$0.10	$0
Printing (11 x 17 Color)		each	$0.30	$0
Mileage (0 trips at 0 miles)		mile	$0.56	$0
Lodging (0 nights / 0 persons)		each	$150.00	$0
			$0.00	$0
		Subtotal Expenses		$0
	TOTAL COSTS - PROJECT MANAGEMENT			**$36,202**

PLANNING

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
Data coordination			5	5				10
Meetings and Coordination		5	5	5	5			20
Synchro analysis (added right turn bay)			5	20				25
Crash trends (ACAT)			5	10				15
TE Study documentation			20	40				60
CAD Layout		10			30			40
								0
								0
								0
								0
TOTAL MH - INTCHNG. JUST. REPORT	0	15	40	80	35	0	0	170

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$240.00	0	$0
PM - Project Manager	$216.00	15	$3,240
PE - Senior Engineer	$168.00	40	$6,720
DE - Enigneer II	$150.00	80	$12,000
DSR - EIT/Designer	$120.00	35	$4,200
TECH - Technician I and II	$108.00	0	$0
ADMIN - Administrative Assistant	$91.20	0	$0
	Subtotal Labor Costs		**$26,160**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)	0	each	$1.00	$0
Printing (11 x 17 Color)		each	$0.00	$0
Mileage (3 trips at 500 miles, 3@50, 6@30)		mile	$0.00	$0
Lodging (3 nights / 2 persons)		each	$0.00	$0
			$0.00	$0
			Subtotal Expenses	$0
		TOTAL COSTS - PLANNING		**$26,160**

ENVIRONMENTAL

MANHOURS									
TASK	EPM	ES	PE	PLN	GIS	DSR	TECH	ADMIN	TOTAL
Data Collection									0
ADEQ			8						8
ARDOT									0
									0
									0
Public Meeting (1) (Powerpoint Only)			16		4		8		28
Public Meeting (2) (Powerpoint Only)			16		4		8		28
									0
									0
									0
									0
									0
TOTAL MH - ENV. CLEAR. DOC.	0	0	40	0	8	0	16	0	64

LABOR COSTS									
Category - Description							Rate	MH	Amount
EPM - Sr. Environmental Scientist							$204.00	0	$0
ES - Environmental Scientist							$156.00	0	$0
PE - Project Engineer							$180.00	40	$7,200
PLN - Planner							$156.00	0	$0
GIS - GIS Specialist							$144.00	0	$0
DSR - Designer							$120.00	8	$960
TECH - Technician							$96.00	16	$1,536
ADMIN - Administrative Assistant							$84.00	0	$0
								Subtotal Labor Costs	**$9,696**

EXPENSES									
ITEM					Quantity		Unit	Rate	Amount
Permits					1		each	$200.00	$200
Printing (8 1/2 x 11 B&W)							each	$0.30	$0
Printing (11 x 17 Color)							each	$1.00	$0
Boards							each	$30.00	$0
Scrol Plots							each	$20.00	$0
Mileage (2 trips at 50 miles)							mile	$0.56	$0
Meals							each	$50.00	$0
Vehicle Rental							day	$50.00	$0
Lodging (3 nights / 2 persons)							each	$100.00	$0
Air Fare (RT Denver to Little Rock)							each	$750.00	$0
								Subtotal Expenses	$200
								TOTAL COSTS - ENVIRONMENTAL	**$9,896**

TRAFFIC DESIGN & PLANS

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
30% Design Phase			10			40		50
Preliminary Plan Review			5					5
60% Design Phase			10			35		45
Preliminary Plan Review			5					5
90% Design Phase			8			25		33
Final Plan Review			3					3
100% Design Phase			4			8		12
								0
TOTAL MH - TRAFFIC DESIGN & PLANS	0	0	45	0	0	108	0	153

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$240.00	0	$0
PM - Project Manager	$216.00	0	$0
PE - Senior Engineer	$148.80	45	$6,696
DE - Enigneer II	$150.00	0	$0
DSR - EIT/Designer	$120.00	0	$0
TECH - Technician I and II	$75.84	108	$8,191
ADMIN - Administrative Assistant	$91.20	0	$0
	Subtotal Labor Costs		**$14,887**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (11x17 B&W)		each	$0.00	$0
Mileage (3 trips at 500 miles, 3@50, 6@30)		miles	$0.00	$0
Lodging (3 nights / 2 persons)		each	$0.00	$0
			$0.00	$0
		Subtotal Expenses		$0
	TOTAL COSTS - TRAFFIC DESIGN & PLANS			**$14,887**

UTILITIES

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
								0
8" Waterline								
Coordinate w ith utility			4					4
Plans (Cap)			2	8	24			34
Overhead Lighting								
Coordinate w ith ow ner			4					4
30 % Relocation Plans			2	24	32			58
60% Relocation Plans			2	16	24			42
Final Plans and Specifications			2	8	12			22
Sign Reloaction								
Coordinate w ith ow ner			4					4
30 % Relocation Plans			2	4	12			18
60% Relocation Plans			2	12	32			46
Final Plans and Specifications			2	8	12			22
TOTAL MH - UTILITIES	0	0	26	80	148	0	0	254

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$240.00	0	$0
PM - Project Manager	$216.00	0	$0
PE - Senior Engineer	$168.00	26	$4,368
DE - Enigneer II	$144.00	80	$11,520
DSR - EIT/Designer	$120.00	148	$17,760
TECH - Technician I and II	$108.00	0	$0
ADMIN - Administrative Assistant	$91.20	0	$0
	Subtotal Labor Costs		**$33,648**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (11x17 B&W)		each	$0.00	$0
Mileage (0 trips at 0 miles)		miles	$0.00	$0
Lodging (0 nights / 0 persons)		each	$0.00	$0
			$0.00	$0
		Subtotal Expenses		$0
		TOTAL COSTS - UTILITIES		**$33,648**

SURVEY

MANHOURS								
TASK	PD	PM	PE	PS	PC	TECH	ADMIN	TOTAL
Project Control				16	16	8		40
Topography, Terrain, and Utility Mapping				8	2	8		18
DTM Model				2		8		10
Boundary and Right of Way Survey				24	2	8		34
Acquisition Staking				4	0			4
Utilities				0	0			0
R/W and Property Line Staking				4	0			4
Calculations & Data Analysis				4	0			4
Publication of boundary survey results				8		4		12
				2		8		10
TOTAL MH - SURVEY	0	0	0	72	20	44	0	136

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$240.00	0	$0
PM - Project Manager	$216.00	0	$0
PE - Senior Engineer	$168.00	0	$0
PS - Surveyor I	$120.00	72	$8,640
PC - Surveyor II	$120.00	20	$2,400
TECH - Technician I and II	$117.60	44	$5,174
ADMIN - Administrative Assistant	$91.20	0	$0
	Subtotal Labor Costs		**$16,214**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Mileage 6 trips at 460 miles round trip)	1,840	miles	$0.56	$1,030
Lodging (2 rooms 12 nights)	12	nights	$130.00	$1,560
Per-di-um (2 men x 18 days)	20	days	$55.00	$1,100
Rebar	14	each	$2.50	$35
Rebar Caps	14	each	$2.50	$35
Flagging	1	each	$20.00	$20
Guard Stakes	1	each	$100.00	$100
ARKUPS	1	each	$250.00	$250
Title Search, Closing, and Conveyance	2	parcels	$1,365.00	$2,730
Survey Equipment	1	project	$2,900.00	$2,900
			Subtotal Expenses	$9,760
			TOTAL COSTS - SURVEY	**$25,974**

ROADWAY DESIGN & PLANS

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
Design Criteria								
Design Criteria		2	4					6
30% Design Phase								0
Horizontal and Vertical Design		2	4		16			22
Drainage Design			4		16			20
Title Sheet			4		8			12
Typical Sections of Improvement			4		16			20
Plan and Profiles		2	4		16			22
60% Design Phase								0
Incorporate 30% comments			4		8			12
Special Details		2	4		8			14
Survey Control Details			4		8			12
Plan and Profiles			4		16			20
Maintencance of Traffic		2	8		24			34
Permanent Pavement Markings Details			4		8			12
Temporary Erosion Control			4		12			16
Cross Sections			4		16			20
Construction Cost Estimate			8					8
90% Design Phase								0
Incorporate 60% comments			4		8			12
Index of Sheets and General notes			4		8			12
Special Provisions			8					8
SWPPP			8					8
Quantities			8		8			16
Construction Cost Estimate			4					4
Final Plan Review		12						12
100% Design Phase								0
Incorporate 90% comments		2	4		8			14
								0
								0
TOTAL MH - ROADWAY DESIGN & PLANS	0	24	108	0	204	0	0	336

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$240.00	0	$0
PM - Project Manager	$216.00	24	$5,184
PE - Senior Engineer	$168.00	108	$18,144
DE - Enigneer II	$144.00	0	$0
DSR - EIT/Designer	$120.00	204	$24,480
TECH - Technician I and II	$108.00	0	$0
ADMIN - Administrative Assistant	$91.20	0	$0
	Subtotal Labor Costs		**$47,808**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (11x17 B&W)	50	each	$0.30	$15
Mileage (1 trips at 460 miles)	460	miles	$0.56	$255
Lodging (3 nights / 2 persons)	1	each	$130.00	$130
			$0.00	$0
		Subtotal Expenses		$400
TOTAL COSTS - ROADWAY DESIGN & PLANS				**$48,208**

ROW DESIGN & PLANS

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
Stage 1 - 60% Strip Map		4			16			20
Stage 2					-			0
Stage 3					-			0
Stage 4 - 90% Plans		12			60			72
Stage 5 - Final Plans		2			10			12
								0
TOTAL MH - ROW DESIGN & PLANS	0	18	0	0	86	0	0	104

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$240.00	0	$0
PM - Project Manager	$216.00	18	$3,888
PE - Senior Engineer	$168.00	0	$0
DE - Enigneer II	$124.80	0	$0
DSR - EIT/Designer	$120.00	86	$10,320
TECH - Technician I and II	$108.00	0	$0
ADMIN - Administrative Assistant	$91.20	0	$0
	Subtotal Labor Costs		**$14,208**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (11x17 B&W)		each	$0.30	$0
Mileage (1 trips at 460 miles)	460	miles	$0.56	$258
Lodging (0 nights / 0 persons)		each	$130.00	$0
			$0.00	$0
		Subtotal Expenses		$258
		TOTAL COSTS - ROW DESIGN & PLANS		**$14,466**

BIDDING

MANHOURS								
TASK	PD	PM	RE	DE	DSR	TECH	ADMIN	TOTAL
Project Manual								
Develop front end and incorperate SPs		16					32	48
Advertisement								
Bid invitations		2					2	4
Preconstruction								
Preconstruction Meeting		8	16					24
Respond to Bid queries		4	12					16
Bid Openning								
Bid Openning		8	8					16
Bid Analysis								
Review of bid document		4						4
Bid Tab		2	4					6
TOTAL MH - BIDDING	0	44	40	0	0	0	34	118

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$240.00	0	$0
PM - Project Manager	$216.00	44	$9,504
RE - Resident Engineer	$168.00	40	$6,720
DE - Enigneer II	$144.00	0	$0
DSR - EIT/Designer	$120.00	0	$0
TECH - Technician I and II	$108.00	0	$0
ADMIN - Administrative Assistant	$91.20	34	$3,101
	Subtotal Labor Costs		**$19,325**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
General Printing (11x17 B&W)		each	$0.30	$0
General Mileage (2 trips at 460 miles)	920	mile	$0.56	$511
General Lodging (3 nights / 2 persons)		each	$150.00	$0
Advertisement		each	$150.00	$0
Express Deliveries		each	$25.00	$0
		Subtotal Expenses		$511
	TOTAL COSTS - BIDDING			**$19,836**

Title II CONSTRUCTION PHASE SERVICES

MANHOURS								
TASK	PD	PM	RE	PE	PS	TECH	ADMIN	TOTAL
General								
Construction Admin		4	20				20	44
Pay Estimates			20					20
Submittals and RFI		8	32	60			16	116
Change Orders			24	16			16	56
Roadway								
Curb & Gutter		1	10			50		61
Pavement		1	10			50		61
Striping		1	10			15		26
Signals		1	10			63		74
Title II CONSTRUCTION PHASE SERVICES	0	16	136	76	0	178	52	458

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$240.00	0	$0
PM - Project Manager	$216.00	16	$3,456
RE - Resident Engineer	$168.00	136	$22,848
PE - Senior Engineer	$120.00	76	$9,120
PS - Surveyor I	$120.00	0	$0
TECH - Technician I and II	$96.00	178	$17,040
ADMIN - Administrative Assistant	$91.20	52	$4,742
	Subtotal Labor Costs		**$57,206**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
General Printing (11x17 B&W)		each	$0.00	$0
General Mileage (17 trips at 460 miles)	7,820	mile	$0.56	$4,340
General Lodging (3 nights / 2 persons)		each	$130.00	$0
Express Deliveries	6	each	$25.00	$150
		Subtotal Expenses		$4,490
TOTAL COSTS - Title II CONSTRUCTION PHASE SERVICES				**$61,696**

DURATIONS		
TASK	DURATION	UNITS
Traffic Counts and Planning	5	Weeks
Survey	2	Weeks
30% Design	4	Weeks
60% Design	4	Weeks
Utility Coordination	6	Weeks
Right-of-Way	24	Weeks
90% Design	3	Weeks
100% Design	2	Weeks
Bidding	4	Weeks
Construction	16	Weeks
TOTAL DURATION (not including reviews)	**59**	Weeks

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH JACOBS ENGINEERING GROUP INC., FOR ENGINEERING AND PROJECT SERVICES FOR SOUTH WALTON AND SW 5TH INTERSECTION.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Jacobs Engineering Group Inc. for engineering and project services for S. Walton and SW 5th Intersection (MUNIS #21ST0006) in an amount of $310,648.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Jacobs Engineering Group Inc. for engineering and project services for SW 14th and Been Intersection. The cost of this contract will be $284,639.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$284,639.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Monday, June 28, 2021

Re: PSA for SW 14th and Been Intersection (MUNIS# 21ST0009)

Project Description:

The existing intersection of SW 14th Street and Been Road/Turnbridge Drive operates at an overall Level of Service (LOS) F. This project proposes to develop a dedicated right turn on the northbound leg of the intersection. It is proposed to keep the remainder of the intersection as is.

Jacobs Engineering Group Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $284,639.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Jacobs Engineering Group Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **SW 14TH AND BEEN RD INTS (MUNIS # 21ST0009)** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Jacobs Engineering Group Inc., hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____ day of _____ , 20 ____ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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:**

Two Hundred Eighty-Four Thousand Six Hundred Thirty-Nine Dollars

$ 284,639.00 , unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**Jacobs Engineering Group Inc.**
CITY	ENGINEER
BY	BY
MAYOR	**Manager of Projects**
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

The existing intersection of SW 14th Street and Been Road/Turnbridge Drive operates at an overall Level of Service (LOS) F. This project proposes to develop a dedicated right turn on the northbound leg of the intersection. It is proposed to keep the remainder of the intersection as is.



Updated traffic counts will be taken, and the intersection LOS checked for the existing traffic and for the design year and compared to previous studies to verify the proposed improvements. No environmental impacts are anticipated with a stormwater permit from ADEQ and an ARDOT permit required. Minimal utility impacts are anticipated to include protection for a twelve-inch waterline, raising a sanitary sewer manhole, as well as coordination with electrical and fiber optic utilities. Right takes are anticipated for up to three parcels. Construction phase services will be performed to verify conformance to the plans and specification utilizing milestone checks, review of material certifications/tickets and shop drawings.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.
- The ENGINEER is an independent contractor for the CITY and under the construction phase of the project does not directly supervise, direct, or control the Contractor's work. The ENGINEER is not responsible for the means, methods, sequences, and procedures of construction, unless specified in the Contract Documents. The ENGINEER is not responsible for any deficiencies in their work or work of others under their control. The ENGINEER is not responsible for the security and safety of the site, and compliance with all Laws and Regulations applicable to performing their work.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

TITLE I SERVICES	HOURS	LABOR	EXPENSES	TOTAL
PROJECT MANAGEMENT	190	$36,202	$0	$36,202
PLANNING	170	$23,460	$0	$23,460
ENVIRONMENTAL	60	$9,456	$400	$9,856
TRAFFIC SIGNAL	153	$14,887	$0	$14,887
UTILITIES	82	$11,280	$258	$11,538
SURVEY	157	$18,331	$7,120	$25,451
ROADWAY DESIGN & PLANS	304	$46,848	$400	$47,248
ROW DESIGN & PLANS	104	$14,208	$258	$14,466
BIDDING	118	$19,325	$811	$20,136
SUBTOTAL TITLE I	**1,220**	**$174,672**	**$8,436**	**$203,244**
SUBCONSULTANTS TITLE I				
Grubbs, Hoskyns, Barton & Wyatt, Inc. (Geotechnical)				$4,000
The Traffic Group (Traffic Counts)				$975
ORC (Right-of-Way Acquisition for up to 3 parcels)				$12,900
SUBTOTAL SUBCONSULTANTS TITLE I	**0**	**$0**	**$0**	**$17,875**
TOTAL TITLE I	1,220	**$174,672**	**$8,436**	**$221,119**
TITLE II SERVICES	**458**	**$59,030**	**$4,490**	**$63,520**
SUBCONSULTANTS TITLE II				
TOTAL TITLE II	**458**	**$59,030**	**$4,490**	**$63,520**
TOTAL PROJECT	1,678	**$233,702**	**$12,926**	**$284,639**

PROJECT MANAGEMENT

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
General								
Kick of meeting		2	2					4
Stake-holder/ City Dept. coordinations		8	16					24
Project Setup	4	8					4	16
Administration	4	28						32
Update Reports		50	14				24	88
Internal Coordination								0
Planning		2						2
Environmental		2						2
Traffic		2						2
Utilities		2						2
Survey		2						2
Roadw ay		2						2
Right-of-Way Plans		2						2
Subconsultants								0
Geotechnical		4						4
Traffic Counts		4						4
Right-of-Way Acquisition		4						4
TOTAL MH - PROJECT MANAGEMENT	8	122	32	0	0	0	28	190

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$240.00	8	$1,920
PM - Project Manager	$216.00	122	$26,352
PE - Senior Engineer	$168.00	32	$5,376
DE - Enigneer II	$144.00	0	$0
DSR - EIT/Designer	$120.00	0	$0
TECH - Technician I and II	$108.00	0	$0
ADMIN - Administrative Assistant	$91.20	28	$2,554
	Subtotal Labor Costs		**$36,202**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)		each	$0.10	$0
Printing (11 x 17 Color)		each	$0.30	$0
Mileage (0 trips at 0 miles)		mile	$0.56	$0
Lodging (0 nights / 0 persons)		each	$150.00	$0
			$0.00	$0
		Subtotal Expenses		$0
TOTAL COSTS - PROJECT MANAGEMENT				**$36,202**

PLANNING

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
Data coordination			5	5				10
Meetings and Coordination		5	5	5	5			20
Synchro analysis (added right turn bay)			5	20				25
Crash trends (ACAT)			5	10				15
TE Study documentation			20	40				60
CAD Layout		10			30			40
								0
								0
								0
								0
TOTAL MH - INTCHNG. JUST. REPORT	0	15	40	80	35	0	0	170

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$240.00	0	$0
PM - Project Manager	$216.00	15	$3,240
PE - Senior Engineer	$144.00	40	$5,760
DE - Enigneer II	$144.00	80	$11,520
DSR - EIT/Designer	$84.00	35	$2,940
TECH - Technician I and II	$108.00	0	$0
ADMIN - Administrative Assistant	$91.20	0	$0
	Subtotal Labor Costs		**$23,460**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)	0	each	$1.00	$0
Printing (11 x 17 Color)		each	$0.00	$0
Mileage (3 trips at 500 miles, 3@50, 6@30)		mile	$0.00	$0
Lodging (3 nights / 2 persons)		each	$0.00	$0
			$0.00	$0
			Subtotal Expenses	$0
		TOTAL COSTS - PLANNING		**$23,460**

ENVIRONMENTAL

MANHOURS									
TASK	EPM	ES	PE	PLN	GIS	DSR	TECH	ADMIN	TOTAL
Data Collection									0
ADEQ			8						8
ARDOT			4						4
									0
									0
Public Meeting (1) (Recorded PowerPoint)			16				8		24
Public Meeting (2)(Recorded PowerPoint)			16				8		24
									0
									0
									0
									0
									0
TOTAL MH - ENV. CLEAR. DOC.	0	0	44	0	0	0	16	0	60

LABOR COSTS			
Category - Description	Rate	MH	Amount
EPM - Sr. Environmental Scientist	$204.00	0	$0
ES - Environmental Scientist	$156.00	0	$0
PE - Project Engineer	$180.00	44	$7,920
PLN - Planner	$156.00	0	$0
GIS - GIS Specialist	$144.00	0	$0
DSR - Designer	$120.00	0	$0
TECH - Technician	$96.00	16	$1,536
ADMIN - Administrative Assistant	$84.00	0	$0
	Subtotal Labor Costs		**$9,456**

EXPENSES					
ITEM	Quantity	Unit	Rate	Amount
Permits	2	each	$200.00	$400
Printing (8 1/2 x 11 B&W)		each	$0.30	$0
Printing (11 x 17 Color)		each	$1.00	$0
Boards		each	$30.00	$0
Scrol Plots		each	$20.00	$0
Mileage (2 trips at 50 miles)		mile	$0.56	$0
Meals		each	$50.00	$0
Vehicle Rental		day	$50.00	$0
Lodging (3 nights / 2 persons)		each	$100.00	$0
Air Fare (RT Denver to Little Rock)		each	$750.00	$0
		Subtotal Expenses		$400
	TOTAL COSTS - ENVIRONMENTAL			**$9,856**

TRAFFIC SIGNAL

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
30% Design Phase			10			40		50
Preliminary Plan Review			5					5
60% Design Phase			10			35		45
Preliminary Plan Review			5					5
90% Design Phase			8			25		33
Final Plan Review			3					3
100% Design Phase			4			8		12
								0
TOTAL MH - TRAFFIC SIGNAL	0	0	45	0	0	108	0	153

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$240.00	0	$0
PM - Project Manager	$216.00	0	$0
PE - Senior Engineer	$148.80	45	$6,696
DE - Enigneer II	$150.00	0	$0
DSR - EIT/Designer	$120.00	0	$0
TECH - Technician I and II	$75.84	108	$8,191
ADMIN - Administrative Assistant	$91.20	0	$0
	Subtotal Labor Costs		**$14,887**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (11x17 B&W)		each	$0.00	$0
Mileage (3 trips at 500 miles, 3@50, 6@30)		miles	$0.00	$0
Lodging (3 nights / 2 persons)		each	$0.00	$0
			$0.00	$0
		Subtotal Expenses		$0
	TOTAL COSTS - TRAFFIC SIGNAL			**$14,887**

UTILITIES

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
								0
12" Waterline								
Coordinate w ith utility			4					4
Plans (Cap over w aterline)			2	8	24			34
12" Sanitary Sewer								
Coordinate w ith utility			4					4
Plans (Manhole adjustment)			2	8	12			22
Electrical								
Coordinate w ith utility			4					4
Utility to relocate (Provide base file)			1		4			5
Fiber Optic								
Coordinate w ith utility			4					4
Utility to relocate (Provide base file)			1		4			5
								0
TOTAL MH - UTILITIES	0	0	22	16	44	0	0	82

LABOR COSTS								
Category - Description						Rate	MH	Amount
PD - ProjectDirector						$240.00	0	$0
PM - Project Manager						$216.00	0	$0
PE - Senior Engineer						$168.00	22	$3,696
DE - Enigneer II						$144.00	16	$2,304
DSR - EIT/Designer						$120.00	44	$5,280
TECH - Technician I and II						$108.00	0	$0
ADMIN - Administrative Assistant						$91.20	0	$0
							Subtotal Labor Costs	**$11,280**

EXPENSES								
ITEM					Quantity	Unit	Rate	Amount
Printing (11x17 B&W)						each	$0.00	$0
Mileage (1 trips at 460 miles)					460	miles	$0.56	$258
Lodging (0 nights / 0 persons)						each	$0.00	$0
							$0.00	$0
							Subtotal Expenses	$258
							TOTAL COSTS - UTILITIES	**$11,538**

SURVEY

MANHOURS								
TASK	PD	PM	PE	PS	PC	TECH	ADMIN	TOTAL
Project Control				16	16	8		40
Topography, Terrain, and Utility Mapping				16	2	8		26
DTM Model				2	0	8		10
Boundary and Right of Way Survey				32	2	16		50
Acquisition Staking				0	0			0
CE&I				0	0			0
Utilities				4	0			4
R/W and Property Line Staking				8	0			8
Calculations & Data Analysis				5		4		9
Publication of boundary survey results				2		8		10
TOTAL MH - SURVEY	0	0	0	85	20	52	0	157

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$240.00	0	$0
PM - Project Manager	$216.00	0	$0
PE - Senior Engineer	$168.00	0	$0
PS - Surveyor I	$120.00	85	$10,200
PC - Surveyor II	$100.80	20	$2,016
TECH - Technician I and II	$117.60	52	$6,115
ADMIN - Administrative Assistant	$91.20	0	$0
	Subtotal Labor Costs		**$18,331**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Mileage 4 trips at 460 miles round trip)	1,840	miles	$0.56	$1,030
Lodging (2 rooms 7 nights)	14	nights	$130.00	$1,820
Per-di-um (2 men x 10 days)	20	days	$55.00	$1,100
Rebar	14	each	$2.50	$35
Rebar Caps	14	each	$2.50	$35
Flagging	1	each	$20.00	$20
Guard Stakes	1	each	$100.00	$100
ARKUPS	1	each	$250.00	$250
Title Search, Closing, and Conveyance	2	parcels	$1,365.00	$2,730
Survey Equipment	1		$2,900.00	$2,900
			Subtotal Expenses	$7,120
	TOTAL COSTS - SURVEY			**$25,451**

ROADWAY DESIGN & PLANS

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
Design Criteria								
Design Criteria		4						4
30% Design Phase								0
Horizontal and Vertical Design		4			16			20
Drainage Design		4			16			20
Title Sheet		4			8			12
Typical Sections of Improvement		4			16			20
Plan and Profiles		4			16			20
60% Design Phase								0
Incorporate 30% comments		4			8			12
Special Details		4			8			12
Survey Control Details		4			8			12
Plan and Profiles		4			16			20
Maintencance of Traffic		8			16			24
Permanent Pavement Markings Details		4			8			12
Temporary Erosion Control		4			12			16
Cross Sections		4			16			20
Construction Cost Estimate		8						8
90% Design Phase								0
Incorporate 60% comments		4			8			12
Index of Sheets and General notes		4			8			12
Special Provisions		8						8
SWPPP		8						8
Quantities		8			8			16
Construction Cost Estimate		4						4
Final Plan Review								0
100% Design Phase								0
Incorporate 90% comments		4			8			12
								0
								0
TOTAL MH - ROADWAY DESIGN & PLANS	0	108	0	0	196	0	0	304

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$240.00	0	$0
PM - Project Manager	$216.00	108	$23,328
PE - Senior Engineer	$168.00	0	$0
DE - Enigneer II	$144.00	0	$0
DSR - EIT/Designer	$120.00	196	$23,520
TECH - Technician I and II	$108.00	0	$0
ADMIN - Administrative Assistant	$91.20	0	$0
	Subtotal Labor Costs		**$46,848**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (11x17 B&W)	50	each	$0.30	$15
Mileage (1 trips at 460 miles)	460	miles	$0.56	$255
Lodging (3 nights / 2 persons)	1	each	$130.00	$130
			$0.00	$0
		Subtotal Expenses		$400
	TOTAL COSTS - ROADWAY DESIGN & PLANS			**$47,248**

ROW DESIGN & PLANS

MANHOURS								
TASK	PD	PM	PE	DE	DSR	TECH	ADMIN	TOTAL
Stage 1 - 60% Strip Map		4			16			20
Stage 2					-			0
Stage 3					-			0
Stage 4 - 90% Plans (2 Parcels)		12			60			72
Stage 5 - Final Plans (2 Parcels)		2			10			12
								0
TOTAL MH - ROW DESIGN & PLANS	0	18	0	0	86	0	0	104

LABOR COSTS								
Category - Description						Rate	MH	Amount
PD - ProjectDirector						$240.00	0	$0
PM - Project Manager						$216.00	18	$3,888
PE - Senior Engineer						$168.00	0	$0
DE - Enigneer II						$124.80	0	$0
DSR - EIT/Designer						$120.00	86	$10,320
TECH - Technician I and II						$108.00	0	$0
ADMIN - Administrative Assistant						$91.20	0	$0
						Subtotal Labor Costs		**$14,208**

EXPENSES								
ITEM					Quantity	Unit	Rate	Amount
Printing (11x17 B&W)						each	$0.30	$0
Mileage (1 trips at 460 miles)					460	miles	$0.56	$258
Lodging (0 nights / 0 persons)						each	$130.00	$0
							$0.00	$0
						Subtotal Expenses		$258
			TOTAL COSTS - ROW DESIGN & PLANS					**$14,466**

BIDDING

MANHOURS								
TASK	PD	PM	RE	DE	DSR	TECH	ADMIN	TOTAL
Project Manual								0
Develop front end and incorperate SPs		16					32	48
Advertisement								0
Bid invitations		2					2	4
Preconstruction								0
Preconstruction Meeting		8	16					24
Respond to Bid queries		4	12					16
Bid Openning								0
Bid Openning		8	8					16
Bid Analysis								0
Review of bid document		4						4
Bid Tab		2	4					6
TOTAL MH - BIDDING	0	44	40	0	0	0	34	118

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$240.00	0	$0
PM - Project Manager	$216.00	44	$9,504
RE - Resident Engineer	$168.00	40	$6,720
DE - Enigneer II	$144.00	0	$0
DSR - EIT/Designer	$120.00	0	$0
TECH - Technician I and II	$108.00	0	$0
ADMIN - Administrative Assistant	$91.20	34	$3,101
	Subtotal Labor Costs		**$19,325**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
General Printing (11x17 B&W)		each	$0.30	$0
General Mileage (2 trips at 460 miles)	920	mile	$0.56	$511
General Lodging (3 nights / 2 persons)		each	$150.00	$0
Advertisement	2	each	$150.00	$300
Express Deliveries		each	$25.00	$0
		Subtotal Expenses		$811
	TOTAL COSTS - BIDDING			**$20,136**

Title II CONSTRUCTION PHASE SERVICES

MANHOURS								
TASK	PD	PM	RE	PE	PC	TECH	ADMIN	TOTAL
General								
Construction Admin		4	20				20	44
Pay Estimates			20					20
Submittals and RFI		8	32	60			16	116
Change Orders			24	16			16	56
Roadway								0
Curb & Gutter		1	10			50		61
Pavement		1	10			50		61
Striping		1	10			15		26
Signals		1	10			63		74
Title II CONSTRUCTION PHASE SERVICES	0	16	136	76	0	178	52	458

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - ProjectDirector	$240.00	0	$0
PM - Project Manager	$216.00	16	$3,456
RE - Resident Engineer	$168.00	136	$22,848
PE - Senior Engineer	$144.00	76	$10,944
PC - Surveyor II	$120.00	0	$0
TECH - Technician I and II	$96.00	178	$17,040
ADMIN - Administrative Assistant	$91.20	52	$4,742
	Subtotal Labor Costs		**$59,030**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
General Printing (11x17 B&W)		each	$0.00	$0
General Mileage (17 trips at 460 miles)	7,820	mile	$0.56	$4,340
General Lodging (3 nights / 2 persons)		each	$130.00	$0
Express Deliveries	6	each	$25.00	$150
		Subtotal Expenses		$4,490
TOTAL COSTS - Title II CONSTRUCTION PHASE SERVICES				**$63,520**

DURATIONS		
TASK	DURATION	UNITS
Traffic Counts and Planning	5	Weeks
Survey	2	Weeks
30% Design	4	Weeks
60% Design	4	Weeks
Utility Coordination	6	Weeks
Right-of-Way	24	Weeks
90% Design	3	Weeks
100% Design	2	Weeks
Bidding	4	Weeks
Construction	16	Weeks
TOTAL DURATION (not including reviews)	**59**	Weeks

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH JACOBS ENGINEERING GROUP INC., FOR ENGINEERING AND PROJECT SERVICES FOR SW 14TH AND BEEN INTERSECTION.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Jacobs Engineering Group Inc. for engineering and project services for SW 14th and Been Intersection (MUNIS #21ST0009) in an amount of $284,639.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Crafton, Tull & Associates, Inc. for engineering and project services for N 8th and Main. The cost of this contract will be $155,500.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$155,500.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Monday, June 28, 2021

Re: PSA for N 8th & Main Drainage

Project Description:

Construct collection system including curb and gutter. Provide for a controlled discharge pipe and energy dissipation.

Crafton, Tull & Associates, Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $155,500.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Crafton, Tull & Associates, Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: N 8TH & MAIN DRAINAGE (Munis # 21EN0003) ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and CRAFTON, TULL & ASSOCIATES, INC. , hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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** One Hundred Fifty-Five Thousand Five Hundred Dollars and zero cents ($155,500.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**CRAFTON, TULL & ASSOC., INC.**
CITY	ENGINEER
	[redacted] Digitally signed by Bill Burnett, P.E., Vice President DN: C=US, E=bill.burnett@craftontull.com, O=Crafton Tull, OU=Infrastructure, CN="Bill Burnett, P.E., Vice President" Reason: I agree to the terms defined by the placement of my signature on this document Date: 2021.06.04 14:59:41-05'00'
BY	BY
MAYOR	**VICE PRESIDENT**
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

CONSTRUCT A STORM WATER DRAINAGE COLLECTION SYSTEM INCLUDING CURB AND GUTTER AND SIDEWALK ALONG A PORTION OF NW 6TH STREET AND N MAIN STREET. PROVIDE FOR A CONTROLLED DISCHARGE PIPE AND ENERGY DISSAPATION AT OUTLETS IN THE VICINITY OF N 8TH STREET.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

Tasks performed shall be paid for at an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class. Major tasks with estimated fees are shown below. Overruns and underruns associated with each task may offset one another as long as the overall fee is not exceeded.

TASK	**DURATION***	**ESTIMATED FEE**
Topographic & Land Surveying	1 month	$22,000
50% - Preliminary Design	1 month	$13,500
90% - Final Design	1 month	$16,500
ROW Acquisition	2 months	$38,000
Utility Relocation	2 months	$12,500
Bid Letting / Award	1 month	$5,000
Construction Administration	6 months	$40,000
Geotechnical Services	6 months	$6,000
Reimbursables		$2,000
NOT-TO-EXCEED FEE TOTAL		**$155,500**

* Duration does not include review times for government agencies outside of our control.

Items Excluded from above fee schedule that can be added by contract amendment:

- FEMA map revision applications (CLOMR/LOMR)
- Wetland determinations
- Traffic study
- Retaining wall design
- Landscaping design
- Offsite utility or street extensions

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH CRAFTON, TULL & ASSOCIATES, INC., FOR ENGINEERING AND PROJECT SERVICES FOR N 8TH & MAIN DRAINAGE.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Crafton, Tull & Associates, Inc. for engineering and project services for N 8th & Main Drainage in an amount of $155,500.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Crafton, Tull & Associates, Inc. for engineering and project services for SW 7th & C Lateral. The cost of this contract will be $85,500.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$85,500.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Monday, June 28, 2021

Re: PSA for SW 7th & C Lateral

Project Description:

Extend the collection system and add curb and gutter.

Crafton, Tull & Associates, Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $85,500.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Crafton, Tull & Associates, Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: SW 7TH & C LATERAL (Munis # 21EN0024) ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and CRAFTON, TULL & ASSOCIATES, INC., hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER agree to the following:

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

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Upon issuance of a written Notice to Proceed by the CITY, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

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A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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
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C. ENGINEER 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.

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ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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** Eighty-Five Thousand Five Hundred Dollars and zero cents ($85,500), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**CRAFTON, TULL & ASSOC., INC.**
CITY	ENGINEER
	[redacted] Digitally signed by Bill Burnett, P.E., Vice President DN: C=US, E=bill.burnett@craftontull.com, O=Crafton Tull, OU=Infrastructure, CN="Bill Burnett, P.E., Vice President" Reason: I agree to the terms defined by the placement of my signature on this document Date: 2021.06.04 15:00:41-05'00'
BY	BY
MAYOR	**VICE PRESIDENT**
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

EXTEND THE STORM WATER DRAINAGE COLLECTION SYSTEM INCLUDING CURB, GUTTER AND SIDEWALK ALONG A PORTION OF SW C STREET, SW 7TH STREET AND SW B STREET.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

Tasks performed shall be paid for at an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class. Major tasks with estimated fees are shown below. Overruns and underruns associated with each task may offset one another as long as the overall fee is not exceeded.

TASK	**DURATION***	**ESTIMATED FEE**
Topographic & Land Surveying	1 month	$12,000
50% - Preliminary Design	1 month	$9,000
90% - Final Design	1 month	$12,000
ROW Acquisition	2 months	$14,000
Utility Relocation	2 months	$7,500
Bid Letting / Award	1 month	$5,000
Construction Administration	6 months	$20,000
Geotechnical Services	6 months	$4,000
Reimbursables		$2,000
NOT-TO-EXCEED FEE TOTAL		**$85,500**

* Duration does not include review times for government agencies outside of our control.

Items Excluded from above fee schedule that can be added by contract amendment:

- FEMA map revision applications (CLOMR/LOMR)
- Wetland determinations
- Traffic study
- Retaining wall design
- Landscaping design
- Offsite utility or street extensions

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH CRAFTON, TULL & ASSOCIATES, INC., FOR ENGINEERING AND PROJECT SERVICES FOR SW 7TH & C LATERAL.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Crafton, Tull & Associates, Inc. for engineering and project services for SW 7th & C Lateral in an amount of $85,500.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Crafton, Tull & Associates, Inc. for engineering and project services for SW Gator Blvd. The cost of this contract will be $690,000.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$690,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Monday, June 28, 2021

Re: PSA for SW Gator Blvd

Project Description:

The project consists of constructing approximately 0.57 miles of SW Gator Boulevard between S Morningstar Road and the existing end of SW Gator Boulevard into a three-lane roadway with pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. Public comments were received during the public input process requesting connectivity of SW Gator Boulevard to S Morningstar Road. This project will complete the corridor by providing a continuous east-west connection from SW H Street (Highway. 112) to S Morningstar Road. This connection will provide much needed pedestrian facilities between residential neighborhoods and schools and will improve traffic congestion on adjacent east-west corridors such as SW Regional Airport Boulevard.

Crafton, Tull & Associates, Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $690,000.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Crafton, Tull & Associates, Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: SW GATOR BLVD (Munis # 21ST0012) ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and CRAFTON, TULL & ASSOCIATES, INC., hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

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3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ENGINEER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than $1,000,000.00; and
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C. CITY recognizes that ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

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A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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.

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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.

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It is understood and agreed by and between the parties that the ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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** Six Hundred Ninety Thousand Dollars and zero cents ($690,000.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**CRAFTON, TULL & ASSOC., INC.**
CITY	ENGINEER
	[redacted] Digitally signed by Bill Burnett, P.E., Vice President DN: C=US, E=bill.burnett@craftontull.com, O=Crafton Tull, OU=Infrastructure, CN="Bill Burnett, P.E., Vice President" Reason: I agree to the terms defined by the placement of my signature on this document Date: 2021.06.04 14:58:29-05'00'
BY	BY
MAYOR	**VICE PRESIDENT**
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

CONSTRUCT APPROXIMATELY 0.57 MILES OF SW GATOR BOULEVARD BETWEEN SOUTH MORNINGSTAR ROAD AND THE EXISTING END OF SW GATOR BOULEVARD INTO A THREE-LANE ROADWAY WITH PEDESTRIAN / BICYCLE FACILITIES THAT ARE CONSISTENT WITH THE CITY OF BENTONVILLE'S BICYCLE AND PEDESTRIAN MASTER PLAN.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

Tasks performed shall be paid for at an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class. Major tasks with estimated fees are shown below. Overruns and underruns associated with each task may offset one another as long as the overall fee is not exceeded.

TASK	**DURATION***	**FEE**
Topographic & Land Surveying	1 month	$60,000
Environmental (Wetlands)	6 months	$5,000
30% - Conceptual Design	2 months	$65,000
60% - Preliminary Design	4 months	$145,000
90% - Final Design	3 months	$105,000
ROW Acquisition	6 months	$10,000
Utility Relocation	6 months	$10,000
Bid Letting / Award	1 month	$15,000
Construction Administration	10 months	$225,000
Subconsultants (Geotech., Constr. Materials Testing, Title Co.)		$45,000
Reimbursables		$5,000
NOT-TO-EXCEED FEE TOTAL		**$690,000**

* Duration does not include review times for government agencies outside of our control.

Items Excluded from above fee schedule that can be added by contract amendment:

- Traffic study (not needed)
- Retaining wall design
- Landscaping design
- Offsite utility or street extensions

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH CRAFTON, TULL & ASSOCIATES, INC., FOR ENGINEERING AND PROJECT SERVICES FOR SW GATOR BLVD.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Crafton, Tull & Associates, Inc. for engineering and project services for SW Gator Blvd. in an amount of $690,000.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Crafton, Tull & Associates, Inc. for engineering and project services for Moberly Lane 28th to Walton. The cost of this contract will be $630,000.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$630,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Monday, June 28, 2021

Re: PSA for Moberly Lane – 28th to Walton

Project Description:

The project consists of improving SE Moberly Lane for approximately 0.52 miles between SE 28th Street and SE Walton Boulevard to a five-lane road with pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. SE Moberly Lane serves as a north-south arterial roadway across most of the city, and this section is currently only a two-lane section with minimal pedestrian facilities along this commercial corridor. This project improves this section of the vital corridor to arterial street standards while also better accommodating the intersection improvements at SE Walton Boulevard and SE Moberly Lane that are occurring with the Walton/ Walnut Interchange project.

Crafton, Tull & Associates, Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $630,000.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Crafton, Tull & Associates, Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: MOBERLY LN – 28TH TO WALTON (Munis # 21ST0003) ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and CRAFTON, TULL & ASSOCIATES, INC., hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

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B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.

C. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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.

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B. Should the CITY require a modification of this AGREEMENT with the ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER prior to such termination date.

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It is understood and agreed by and between the parties that the ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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** Six Hundred Thirty Thousand Dollars and zero cents ($630.000), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**CRAFTON, TULL & ASSOC., INC**
CITY	ENGINEER
	[redacted] Digitally signed by Bill Burnett, P.E., Vice President DN: C=US, E=bill.burnett@craftontull.com, O=Crafton Tull, OU=Infrastructure, CN="Bill Burnett, P.E., Vice President" Reason: I agree to the terms defined by the placement of my signature on this document Date: 2021.06.04 14:57:23-05'00'
BY	BY
MAYOR	**VICE PRESIDENT**
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

CONSTRUCT IMPROVMENTS TO SE MOBERLY LANE FOR APPROXIMATELY 0.52 MILES BETWEEN SE 28TH STREET AND SE WALTON BOULEVARD TO A FIVE-LANE ROAD WITH PEDESTRIAN / BICYCLE FACILITIES THAT ARE CONSISTENT WITH THE CITY OF BENTONVILLE'S BICYCLE AND PEDESTRIAN MASTER PLAN.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

Tasks performed shall be paid for at an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class. Major tasks with estimated fees are shown below. Overruns and underruns associated with each task may offset one another as long as the overall fee is not exceeded.

TASK	**DURATION***	**FEE**
Topographic & Land Surveying	1 month	$60,000
FEMA CLOMR/LOMR	9 months	$40,000
Environmental (Wetlands)	6 months	$5,000
30% - Conceptual Design	2 months	$50,000
60% - Preliminary Design	4 months	$105,000
90% - Final Design	3 months	$75,000
ROW Acquisition	6 months	$15,000
Utility Relocation	6 months	$15,000
Bid Letting / Award	1 month	$15,000
Construction Administration	8 months	$185,000
Subconsultants (Geotech., Constr. Materials Testing, Title Co.)		$45,000
Reimbursables		$20,000
NOT-TO-EXCEED FEE TOTAL		**$630,000**

* Duration does not include review times for government agencies outside of our control.

Items Excluded from above fee schedule that can be added by contract amendment:

- Traffic study (not required)
- Retaining wall design
- Landscaping design
- Offsite utility or street extensions

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH CRAFTON, TULL & ASSOCIATES, INC., FOR ENGINEERING AND PROJECT SERVICES FOR MOBERLY LN – 28TH TO WALTON.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Crafton, Tull & Associates, Inc. for engineering and project services for Moberly Ln – 28th to Walton in an amount of $630,000.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Volkert, Inc. for engineering and project services for SW 28th - Featherston to I Street. The cost of this contract will be $1,548,400.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$1,548,400.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Monday, June 28, 2021

Re: PSA for SW 28th - Featherston to I St

Project Description:

The project consists of improving approximately 1.28 miles of SW 28th Street between SW Featherston Road and SW I Street by widening existing portions and constructing new portions to provide four lanes with a raised center median. The project will include pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. Several public comments were received during the public input process requesting improved connectivity of SW 28th Street to I Street. This project would provide this connectivity, completing the connection between Greenhouse Road and SW I Street for many residential neighborhoods and schools along this corridor. Additionally, this proposed connection would improve traffic on congested east-west corridors such as SW Regional Airport Boulevard and SW 14th Street.

Volkert, Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $1,548,400.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Volkert, Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: SW 28TH – SW FEATHERTON TO SW I Munis #21ST0010 ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and VOLKERT, INC., hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

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A. Since the ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

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

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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.

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The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** one million five hundred forty eight thousand four hundred dollars ($ 1,548,400.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	Volkert, Inc.
CITY	ENGINEER
	[redacted]
BY	BY
MAYOR	Senior Vice President
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

CONSTRUCT IMPROVEMENTS TO SW 28TH STREET BETWEEN SW FEATHERSTON ROAD TO SW I STREET FOR APPROXIMATELY 1.28 MILES INTO A FOUR-LANE ROADWAY WITH A RAISED CENTER MEDIAN AND PEDESTRIAN / BICYCLE FACILITIES THAT ARE CONSISTENT WITH THE CITY OF BENTONVILLE'S BICYCLE AND PEDESTRIAN MASTER PLAN.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

The ENGINEER agrees to perform the following services under this contract:

Task 1: Project Management Services

- Develop Project Management Plan (PMP) and Project Schedule at outset of project and perform routine review and updates to PMP and Schedule through the project process.
- Provide bi-weekly updates to City of Bentonville project representative regarding project progress.
- Coordinate and communicate project impacts and progress with local stakeholders.
- Be accountable, accessible, and representative of City of Bentonville project interests.

Task 2: Conduct Survey and Geotechnical Evaluations of project area.

- Conduct ARDOT-level field and design surveys, and survey Right of Way adjacent to project site. (To be conducted by a sub-consultant B & F Engineering).
- Conduct Geotechnical review and Prepare report for project site. (To be conducted by a sub-consultant Grubbs, Hoskins, Barton & Wyatt).

Task 3: Conceptional Design Phase 30%

- Prepare Traffic Study for project site. (Traffic and turn movement counts may be conducted by sub-consultant).
- Prepare preliminary roadway plans.
- Submit preliminary plans to City for discussion/review.

Task 4: Preliminary Design Phase 60%

- Prepare Intersection and Roadway construction plans to 60%.
- Prepare preliminary list of quantities and an Engineer's estimate.
- Prepare right of way plans for project limits.
- Submit right of way plans to City review.
- Submit 60% plans to City for review.
- Finalize right of way plans and Prepare legal descriptions for acquisition.
- Public Hearing for 60% Plan

Task 5: Final Design Phase 90%

- Prepare ARDOT-level construction plans.
- Include pavement marking, signage, lighting, and traffic control plans.
- Update list of project quantities and Engineer's estimate.
- Submit 90% plans to City for review.
- Address comments and submit sealed construction plans.

Task 6: Appraisals and Property Acquisition Services

- Coordinate third party(subconsultant) appraisals for tracts needing ROW acquisition.
- Contact owners, coordinate and negotiate ROW acquisition for parcels affected by construction of project.

Task 7: Utility Coordination and Design

- Contact and coordinate with owners of all on-site utilities in preparation for construction of project.

Task 8: Permitting

- Contact and coordinate with permitting agencies and acquire permits for construction of project.

Task 9: Bid assistance

- Prepare project bid book, attend pre-bid meeting, answer RFI's, attend bid opening, and verify bids.

Task 10: Construction Support Services, Construction Observation, Project Closeout

- Provide Construction Administration and Oversight for project construction.

COMPENSATION:

The CITY agrees to pay the ENGINEER a lump sum fee of **$1,548,400.00** (ceiling not to be exceeded without prior written authorization from OWNER) for the scope of services listed above and broken down as follows:

Task 1: Project Management Services – $154,800

Task 2: Survey and Geotechnical Services – $157,700

Task 3: Conceptional 30% Plans -$108,500

Task 4: Preliminary Design 60% Plans –$253,500

Task 5: Final Design 90% Construction Plans –$157,300

Task 6: Property Acquisition Services –$137,700

Task 7: Utility Coordination and Design Services –$46,900

Task 8: Permitting – $14,400

Task 9: Bid assistance - $7,700

Task 10: CEI Services - $509,900

ASSUMPTIONS:

- Wetland remediation, endangered species/historical/cultural resource studies, FEMA floodway studies, and other required specialty studies (if needed) shall be cause for possible additional time and compensation. ENGINEER anticipates probable review and documentation for NO RISE Certification related to floodway crossing. If restudy and mapping of floodway are required, FEMA process will require 6-9 month approval delay to timeline.
- ENGINEER'S design shall generally be guided by the 12.07.2020 City project overview sheet for SW 28th Street – SW Featherston Rd. to SW I St. for the proposed improvements along the project.
- ENGINEER will incorporate typical relocation design services for City owned utility relocation required for project construction.
- Appraisal and ROW Acquisition Services assumes 17 potential tracts and, as requested, assumes formal appraisal required for acquisition. Assumes no relocations.
- Construction Administration anticipates 365 calendar day construction schedule. Construction Inspection, as requested, assumes one inspector for 4 hour average daily inspection for 265 work days (365 calendar day).

VOLKERT

SW 28th - Featherston to I

City of Bentonville, AR

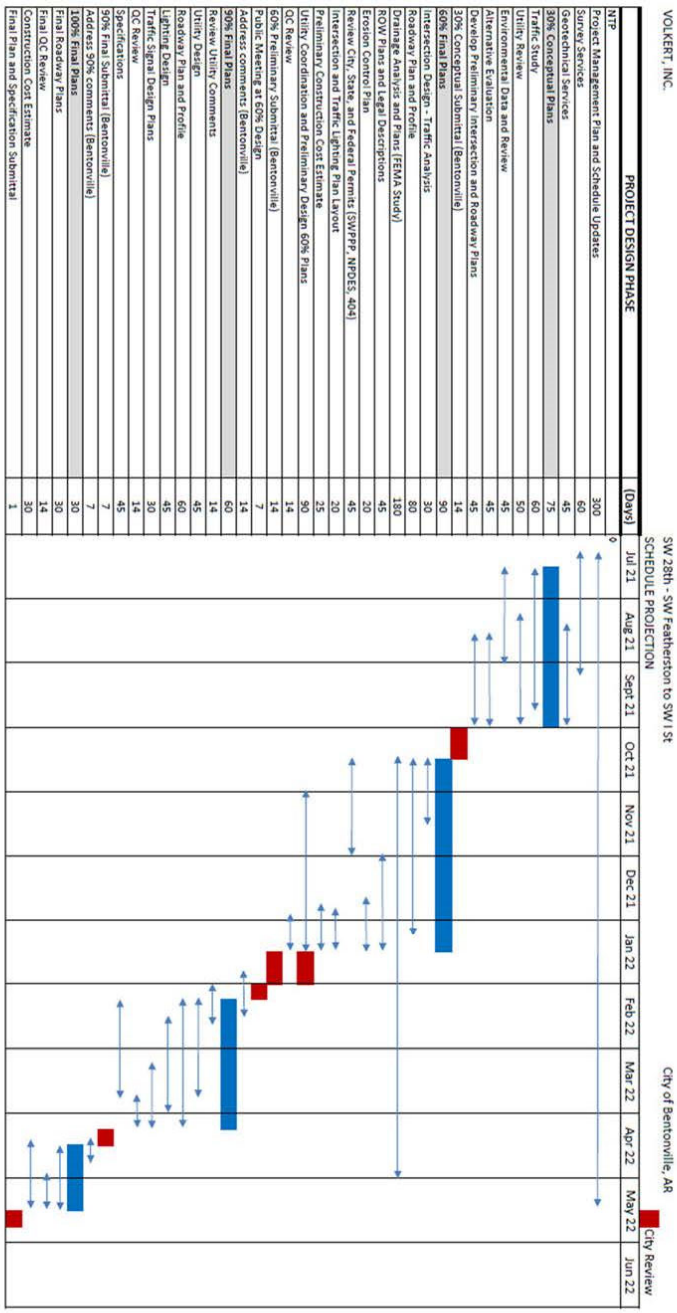
2021 FEE SCHEDULE

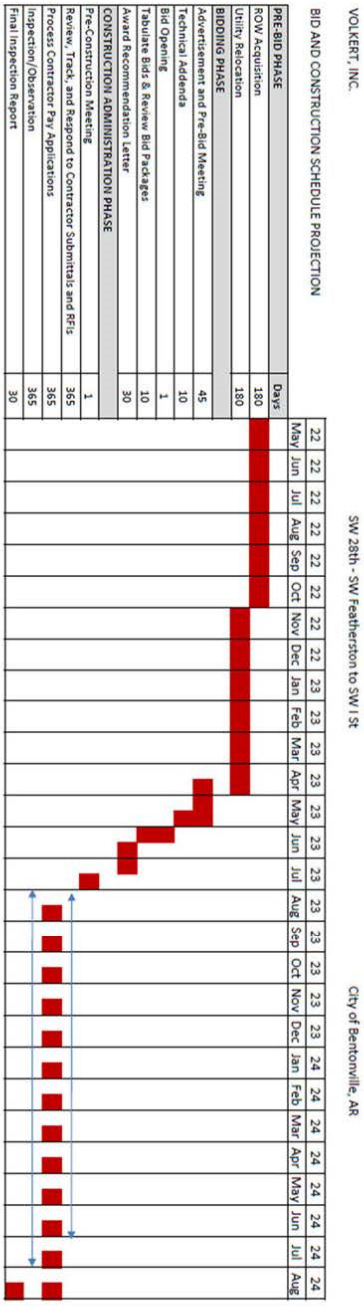
Principle	$266/hr
Supervisor	$235/hr
Project Manager	$209/hr
Staff 2 Engineer	$166/hr
Staff 1 Engineer	$123/hr
Senior Designer	$138/hr
Designer	$110/hr
Technician	$111/hr
Construction 1 Inspector	$120/hr
Construction 2 Inspector	$ 90/hr
Drafter	$ 80/hr
Administrative Assistant	$ 80/hr

Rates listed above are for year 2021. These rates are updated yearly to account for salary changes and overhead audits.

Other Notes:

1. Out of pocket expenses shall be billed at cost.
2. Sub-consultants billed through Volkert, Inc. shall be subject to an additional 10% administrative fee.
3. Hourly rates for technicians and inspectors for holiday, weekends, or work over 40 hours per week shall be 1.3 times the standard unit billing rate.


VOLKERT, INC.
SW 28th - SW Featherston to SW I St
SCHEDULE PROJECTION
City of Bentonville, AR
PROJECT DESIGN PHASE
(Days)
Jul 21
Aug 21
Sept 21
Oct 21
Nov 21
Dec 21
Jan 22
Feb 22
Mar 22
Apr 22
May 22
Jun 22
City Review
NTP 0
Project Management Plan and Schedule Updates 300
Survey Services 60
Geotechnical Services 45
30% Conceptual Plans 75
Traffic Study 60
Utility Review 50
Environmental Data and Review 45
Alternative Evaluation 45
Develop Preliminary Intersection and Roadway Plans 45
30% Conceptual Submittal (Bentonville) 14
60% Final Plans 90
Intersection Design - Traffic Analysis 30
Roadway Plan and Profile 80
Drainage Analysis and Plans (FEMA Study) 180
ROW Plans and Legal Descriptions 45
Erosion Control Plan 20
Review City, State, and Federal Permits (SWPPP, NPDES, 404) 45
Intersection and Traffic Lighting Plan Layout 20
Preliminary Construction Cost Estimate 25
Utility Coordination and Preliminary Design 60% Plans 90
QC Review 14
60% Preliminary Submittal (Bentonville) 14
Public Meeting at 60% Design 7
Address comments (Bentonville) 14
90% Final Plans 60
Review Utility Comments 14
Utility Design 45
Roadway Plan and Profile 60
Lighting Design 45
Traffic Signal Design Plans 30
QC Review 14
Specifications 45
90% Final Submittal (Bentonville) 7
Address 90% comments (Bentonville) 7
100% Final Plans 30
Final Roadway Plans 30
Final QC Review 14
Construction Cost Estimate 30
Final Plan and Specification Submittal 1


VOLKERT, INC.
SW 28th - SW Featherston to SW I St
City of Bentonville, AR
BID AND CONSTRUCTION SCHEDULE PROJECTION
PRE-BID PHASE
ROW Acquisition
Utility Relocation
BIDDING PHASE
Advertisement and Pre-Bid Meeting
Technical Addenda
Bid Opening
Tabulate Bids & Review Bid Packages
Award Recommendation Letter
CONSTRUCTION ADMINISTRATION PHASE
Pre-Construction Meeting
Review, Track, and Respond to Contractor Submittals and RFIs
Process Contractor Pay Applications
Inspection/Observation
Final Inspection Report
Days
180
180
45
10
1
10
30
1
365
365
365
30
May 22
Jun 22
Jul 22
Aug 22
Sep 22
Oct 22
Nov 22
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May 24
Jun 24
Jul 24
Aug 24

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH VOLKERT, INC., FOR ENGINEERING AND PROJECT SERVICES FOR SW 28TH - FEATHERSTON TO I.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Volkert, Inc. for engineering and project services for SW 28th - Featherston to I in an amount of $1,548,400.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Volkert, Inc. for engineering and project services for Tiger Overpass. The cost of this contract will be $1,552,200.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$1,552,200.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Monday, June 28, 2021

Re: PSA for Tiger Overpass

Project Description:

The project consists of extending Tiger Boulevard approximately 0.61 miles from McCollum Drive eastward over I-49 via a bridge overpass to tie into NE Grammercy Road. The proposed Tiger Boulevard will be four lanes with a raised center median and pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. Several public comments were received during the public input process requesting improved connectivity of Tiger Boulevard across I-49. This project would remove the barrier of I-49 and provide a continuous east-west arterial route for vehicles, pedestrians, and bicyclists across the entire width of the city, resulting in reduced traffic congestion for other east-west routes.

Volkert, Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $1,552,200.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Volkert, Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: _____TIGER OVERPASS_____(Munis # 21ST0015)_ ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and _____VOLKERT, INC._____, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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** One million five hundred fifty two thousand two hundred dollars ($1,552,200.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	VOLKERT, INC.
CITY	ENGINEER
BY	BY
MAYOR	
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

CONSTRUCT THE EXTENSION OF TIGER BOULEVARD FOR APPROXIMATELY 0.61 MILES FROM MCCOLLUM DRIVE EASTWARD OVER I-49 VIA A BRIDGE OVERPASS TO TIE INTO NE GRAMMERCY ROAD. TIGER BOULEVARD WILL BE A FOUR-LANE ROADWAY WITH A RAISED CENTER MEDIAN AND PEDESTRIAN / BICYCLE FACILITIES THAT ARE CONSISTENT WITH THE CITY OF BENTONVILLE'S BICYCLE AND PEDESTRIAN MASTER PLAN.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

The ENGINEER agrees to perform the following services under this contract:

Task 1: Project Management Services

- Develop Project Management Plan (PMP) and Project Schedule at outset of project and perform routine review and updates to PMP and Schedule through the project process.
- Provide bi-weekly updates to City of Bentonville project representative regarding project progress.
- Coordinate and communicate project impacts and progress with local stakeholders.
- Be accountable, accessible, and representative of City of Bentonville project interests.

Task 2: Conduct Survey and Geotechnical Evaluations of project area.

- Conduct ARDOT-level field and design surveys, and survey Right of Way adjacent to project site. (To be conducted by a sub-consultant B & F Engineering).
- Conduct Geotechnical review and Prepare report for project site. (To be conducted by a sub-consultant Grubbs, Hoskins, Barton & Wyatt).

Task 3: Conceptional Design Phase 30%

- Prepare Traffic Study for project site. (Traffic and turn movement counts may be conducted by sub-consultant).
- Prepare preliminary roadway plans.
- Prepare Line and Grade plans for Bridge layout.
- Submit preliminary plans to City and ARDOT for discussion/review.
- Submit Airspace Agreement with ARDOT.

Task 4: Preliminary Design Phase 60%

- Prepare Roadway construction plans to 60%.
- Prepare preliminary list of quantities and an Engineer's estimate.
- Prepare right of way plans for project limits.
- Submit right of way plans to City and ARDOT review.
- Submit 60% Roadway plans to City and ARDOT for review.
- Submit Bridge Layout plans to City and ARDOT for review.
- Finalize right of way plans and Prepare legal descriptions for acquisition.
- Public Hearing for 60% Plan

Task 5: Final Design Phase 90%

- Prepare ARDOT-level Roadway and Bridge construction plans.
- Include pavement marking, signage, lighting, and traffic control plans.
- Update list of project quantities and Engineer's estimate.
- Submit 90% plans to City and ARDOT for review.
- Address comments and submit sealed construction plans.

Task 6: Appraisals and Property Acquisition Services

- Coordinate third party(subconsultant) appraisals for tracts needing ROW acquisition.
- Contact owners, coordinate and negotiate ROW acquisition for parcels affected by construction of project.

Task 7: Utility Coordination and Design

- Contact and coordinate with owners of all on-site utilities in preparation for construction of project.

Task 8: Permitting

- Contact and coordinate with permitting agencies and acquire permits for construction of project.

Task 9: Bid assistance

- Prepare project bid book, attend pre-bid meeting, answer RFI's, attend bid opening, and verify bids.

Task 10: Construction Support Services, Construction Observation, Project Closeout

- Provide Construction Administration and Oversight for project construction.

COMPENSATION:

The CITY agrees to pay the ENGINEER a lump sum fee of **$1,552,200.00** (ceiling not to be exceeded without prior written authorization from CITY) for the scope of services listed above and broken down as follows:

Task 1: Project Management Services – $155,200

Task 2: Survey and Geotechnical Services – $132,800

Task 3: Conceptional 30% Plans -$63,800

Task 4: Preliminary Design 60% Plans –$228,000

Task 5: Final Design 90% Construction Plans –$274,500

Task 6: Property Acquisition Services –$68,900

Task 7: Utility Coordination and Design Services –$21,300

Task 8: Permitting – $4,500

Task 9: Bid assistance - $11,100

Task 10: CEI Services - $592,100

ASSUMPTIONS:

- Wetland remediation, endangered species/historical/cultural resource studies, FEMA floodplain studies, and other required specialty studies (if needed) shall be cause for possible additional time and compensation.
- ENGINEER'S design shall generally be guided by the 12.07.2020 City project overview sheet for Tiger Boulevard Overpass – McCollum Dr. to NE Grammercy Rd. for the proposed improvements along the project.
- ENGINEER will incorporate typical relocation design services for City owned utility relocation required for project construction.

- Appraisal and ROW Acquisition Services assumes 9 potential tracts and, as requested, assumes formal appraisal required for acquisition. Assumes no relocations.
- Construction Administration anticipates 425 calendar day construction schedule. Construction Inspection, as requested, assumes one inspector for 4 hours average daily inspection for 310 workdays (425 calendar days).

VOLKERT

Tiger Blvd Overpass

City of Bentonville, AR

2021 FEE SCHEDULE

Principle	$266/hr
Supervisor	$235/hr
Project Manager	$209/hr
Staff 2 Engineer	$166/hr
Staff 1 Engineer	$123/hr
Senior Designer	$138/hr
Designer	$110/hr
Technician	$111/hr
Construction 1 Inspector	$120/hr
Construction 2 Inspector	$ 90/hr
Drafter	$ 80/hr
Administrative Assistant	$ 80/hr

Rates listed above are for year 2021. These rates are updated yearly to account for salary changes and overhead audits.

Other Notes:

1. Out of pocket expenses shall be billed at cost.
2. Sub-consultants billed through Volkert, Inc. shall be subject to an additional 10% administrative fee.
3. Hourly rates for technicians and inspectors for holiday, weekends, or work over 40 hours per week shall be 1.3 times the standard unit billing rate.

VOLKERT, INC.

Tiger Blvd Overpass Project
SCHEDULE PROJECTION

City of Bentonville, AR

Bentonville Submittal/Review
ARDOT Submittal/Review

	PROJECT DESIGN PHASE	(Days)	Jul 21	Aug 21	Sept 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul 22	Aug 22
NTP		5	0													
Project Management Plan and Schedule Updates		390														
Survey Services		60														
Geotechnical Services		60														
30% Conceptual Plans		105														
Traffic Study		50														
Utility Review		60														
Environmental Data and Review		50														
Develop Preliminary Line & Grade		50														
30% Conceptual Submittal (Bentonville)		14														
Preliminary Bridge Plan Review (Bentonville and ARDOT)		21														
Prepare Airspace Agreement with ARDOT		365														
60% Preliminary Plans		90														
Typical Sections and Details sheet		70														
Roadway Plan and Profile		70														
Drainage Analysis and Plans		35														
ROW Plans and Legal Descriptions		35														
Erosion Control Plan		30														
Review City, State, and Federal Permits (SWPPP, NPDES, 404)		90														
Lighting Plan Layout		20														
Utility Coordination and Preliminary Design 60% Plans		90														
Bridge Layout		45														
QC Review		15														
60% Preliminary Submittal (Bentonville & ARDOT)		21														
Public Meeting at 60% Design		7														
Address comments (Bentonville & ARDOT)		14														
90% Final Plans		120														
Preliminary Construction Cost Estimate		45														
Review Utility Comments		20														
Utility Design		60														
Roadway Plan and Profile		90														
Lighting Design		30														
Bridge Plans (Including Retaining Walls & Overhead Sign Structures)		110														
QC Review		21														
Specifications		50														
90% Final Submittal (Bentonville & ARDOT)		21														
Address 90% comments (Bentonville & ARDOT)		14														
100% Final Plans		60														
Final Roadway Plans		30														
Final Bridge Plans		30														
Final QC Review		14														
Final Bridge Plans Review (ARDOT)		14														
Construction Cost Estimate		30														
Final Plan and Specification Submittal		7														

VOLKERT, INC.
Tiger Blvd. Overpass
City of Bentonville, AR

PROPOSED BID AND CONSTRUCTION SCHEDULE PROJECTION

	Days
PRE-BID PHASE	
ROW Acquisition	180
Utility Relocation	180
BIDDING PHASE	
Advertisement and Pre-Bid Meeting	45
Technical Addenda	10
Bid Opening	1
Tabulate Bids & Review Bid Packages	10
Award Recommendation Letter	30
CONSTRUCTION ADMINISTRATION PHASE	
Pre-Construction Meeting	1
Review, Track, and Respond to Contractor Submittals and RFIs	420
Process Contractor Pay Applications	420
Inspection/Observation	420
Final Inspection Report	30

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH VOLKERT, INC., FOR ENGINEERING AND PROJECT SERVICES FOR TIGER OVERPASS.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Volkert, Inc. for engineering and project services for Tiger Overpass in an amount of $1,552,200.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Volkert, Inc. for engineering and project services for SW Regional Airport and SW I. The cost of this contract will be $1,167,000.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$1,167,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Monday, June 28, 2021

Re: PSA for SW Regional Airport & SW I

Project Description:

The existing intersection of SW Regional Airport Boulevard and SW I Street already operates at an overall intersection LOS F. Queues currently extend past 1,500 feet, and crash rates are higher than the statewide average on the northern leg. Improvements are recommended on every leg of the intersection. It is recommended that dual lefts and dedicated right-turn bays be constructed on each approach. It is also recommended that a six-lane cross section along Highway 12/SW Regional Airport Boulevard begin west of the intersection with SW I Street and continue east to the intersection with Walton Boulevard. These improvements reduce delay at the intersection by 70 percent and reduce queues more than 75 percent.

Volkert, Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $1,167,000.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Volkert, Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: SW REGIONAL AIRPORT & SW I Munis #21ST0005 ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and VOLKERT, INC., hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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** One million one hundred sixty seven thousand dollars ($1,167,000.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	Volkert, Inc.
CITY	ENGINEER
	[redacted]
BY	BY
MAYOR	Senior Vice President
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

CONSTRUCT INTERSECTION IMPROVEMENTS TO SW REGIONAL AIRPORT BOULEVARD AND SW I STREET TO INCLUDE DUAL LEFT TURNS AND DEDICATED RIGHT TURN BAYS ON EACH APPROACH TO THE INTERSECTION. ALSO INCLUDE A SIX-LANE CROSS SECTION ALONG HIGHWAY 12 / SW REGIONAL AIRPORT BOULEVARD BEGINNING WEST OF THE INTERSECTION WITH SW I STREET AND CONTINUING EAST TO THE INTERSECTION WITH WALTON BOULEVARD.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

The ENGINEER agrees to perform the following services under this contract:

Task 1: Project Management Services

- Develop Project Management Plan (PMP) and Project Schedule at outset of project and perform routine review and updates to PMP and Schedule through the project process.
- Provide bi-weekly updates to City of Bentonville project representative regarding project progress.
- Coordinate and communicate project impacts and progress with local stakeholders.
- Be accountable, accessible, and representative of City of Bentonville project interests.

Task 2: Conduct Survey and Geotechnical Evaluations of project area.

- Conduct ARDOT-level field and design survey, and survey Right of Way adjacent to project site. (To be conducted by a sub-consultant B & F Engineering).
- Conduct Geotechnical review and Prepare report for project site. (To be conducted by a sub-consultant Grubbs, Hoskins, Barton & Wyatt).

Task 3: Conceptional Design Phase 30%

- Prepare Traffic Study for project site. (Traffic and turn movement counts may be conducted by sub-consultant).
- Prepare preliminary roadway plans.
- Submit preliminary plans to City and ARDOT for discussion/review.

Task 4: Preliminary Design Phase 60%

- Prepare Intersection and Roadway construction plans to 60%.
- Prepare preliminary list of quantities and an Engineer's estimate.
- Prepare right of way plans for project limits.
- Submit right of way plans to City and ARDOT review.
- Submit 60% plans to City and ARDOT for review.
- Finalize right of way plans and Prepare legal descriptions for acquisition.
- Public Hearing for 60% Plan

Task 5: Final Design Phase 90%

- Prepare ARDOT-level construction plans.
- Include pavement marking, signage, lighting, and traffic control plans.
- Update list of project quantities and Engineer's estimate.
- Submit 90% plans to City and ARDOT for review.
- Address comments and submit sealed construction plans.

Task 6: Appraisals and Property Acquisition Services

- Coordinate third party(subconsultant) appraisals for tracts needing ROW acquisition.
- Contact owners, coordinate and negotiate ROW acquisition for parcels affected by construction of project.

Task 7: Utility Coordination and Design

- Contact and coordinate with owners of all on-site utilities in preparation for construction of project.

Task 8: Permitting

- Contact and coordinate with permitting agencies and acquire permits for construction of project.

Task 9: Bid assistance

- Prepare project bid book, attend pre-bid meeting, answer RFI's, attend bid opening, and verify bids.

Task 10: Construction Support Services, Construction Observation, and Project Closeout

- Provide Construction Administration and Oversight for project construction.

COMPENSATION:

The CITY agrees to pay the ENGINEER a lump sum fee of **$1,167,000.00** (ceiling not to be exceeded without prior written authorization from the CITY) for the scope of services listed above and broken down as follows:

Task 1: Project Management Services – $116,700

Task 2: Survey and Geotechnical Services – $104,700

Task 3: Conceptional 30% Plans -$123,500

Task 4: Preliminary Design 60% Plans –$145,400

Task 5: Final Design 90% Construction Plans –$116,700

Task 6: Property Acquisition Services –$181,800

Task 7: Utility Coordination and Design Services –$35,800

Task 8: Permitting – $4,500

Task 9: Bid assistance - $5,400

Task 10: CEI Services - $332,500

ASSUMPTIONS:

- Wetland remediation, endangered species/historical/cultural resource studies, FEMA floodway studies, and other required specialty studies (if needed) shall be cause for possible additional time and compensation.
- ENGINEER'S design shall generally be guided by the 12.01.2020 City project overview sheet for SW Regional Airport Blvd. and SW I St. Intersection for the proposed improvements along the project.
- ENGINEER will incorporate typical relocation design services for City owned utility relocation required for project construction.
- Appraisal and ROW Acquisition Services assumes 28 potential tracts and, as requested, assumes formal appraisal required for acquisition. Assumes one possible residential relocation.
- Construction Administration anticipates 365 calendar day construction schedule. Construction Inspection, as requested, assumes one inspector for 4 hours average daily inspection for 265 workdays (365 calendar days).

VOLKERT

SW Regional Airport and SW I Intersection

City of Bentonville, AR

2021 FEE SCHEDULE

Principle	$266/hr
Supervisor	$235/hr
Project Manager	$209/hr
Staff 2 Engineer	$166/hr
Staff 1 Engineer	$123/hr
Senior Designer	$138/hr
Designer	$110/hr
Technician	$111/hr
Construction 1 Inspector	$120/hr
Construction 2 Inspector	$ 90/hr
Drafter	$ 80/hr
Administrative Assistant	$ 80/hr

Rates listed above are for year 2021. These rates are updated yearly to account for salary changes and overhead audits.

Other Notes:

1. Out of pocket expenses shall be billed at cost.
2. Sub-consultants billed through Volkert, Inc. shall be subject to an additional 10% administrative fee.
3. Hourly rates for technicians and inspectors for holiday, weekends, or work over 40 hours per week shall be 1.3 times the standard unit billing rate.

VOLKERT, INC.

SW Regional Airport Blvd and SW I St intersection Project

City of Bentonville, AR

SCHEDULE PROJECTION

Bentonville Review
ARDOT Review

PROJECT DESIGN PHASE	Days	Jul 21	Aug 21	Sept 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul 22	Aug 22
NTP	0														
Project Management Plan and Schedule Updates	365														
Survey Services	50														
Geotechnical Services	40														
30% Conceptual Plans	90														
Traffic Study	70														
Utility Review	45														
Environmental Data and Review	45														
Alternative Evaluation	45														
Develop Preliminary Intersection and Roadway Plans	45														
30% Conceptual Submittal (Bentonville & ARDOT)	21														
60% Preliminary Plans	80														
Drainage Analysis and Plans	45														
Roadway Plan and Profile	70														
Intersection Design - Traffic Analysis	30														
ROW Plans and Legal Descriptions	35														
Erosion Control Plan	20														
Review City, State, and Federal Permits (SWPPP, NPDES, 404)	60														
Intersection and Traffic Lighting Plan Layout	30														
Preliminary Construction Cost Estimate	20														
Utility Coordination and Preliminary Design 60% Plans	90														
QC Review	10														
60% Preliminary Submittal (Bentonville & ARDOT)	21														
Public Meeting at 60% Design	7														
Address comments (Bentonville & ARDOT)	14														
90% Final Plans	60														
Review Utility Comments	15														
Utility Design	40														
Roadway Plan and Profile	60														
Lighting Design	30														
Traffic Signal Design Plans	45														
QC Review	14														
Specifications	60														
90% Final Submittal (Bentonville & ARDOT)	21														
Address 90% comments (Bentonville & ARDOT)	14														
100% Final Plans	20														
Final Roadway Plans	20														
Final QC Review	10														
Construction Cost Estimate	20														
Final Plan and Specification Submittal															

VOLKERT, INC.

SW Regional Airport Blvd and SW I St Intersection Project

City of Bentonville, AR

SCHEDULE PROJECTION

BID AND CONSTRUCTION PHASE	Days	22 May	22 Jun	22 Jul	22 Aug	22 Sep	22 Oct	22 Nov	22 Dec	23 Jan	23 Feb	23 Mar	23 Apr	23 May	23 Jun	23 Jul	23 Aug	23 Sep	23 Oct	23 Nov	23 Dec	24 Jan	24 Feb	24 Mar	24 Apr	24 May	24 Jun	24 Jul
PRE-BID PHASE																												
ROW Acquisition	180																											
Utility Relocation	180																											
BID PHASE																												
Advertisement and Pre-Bid Meeting	30																											
Technical Addenda	10																											
Bid Opening	1																											
Tabulate Bids & Review Bid Packages	10																											
Approval and Award Recommendation Letter	30																											
CONSTRUCTION ADMINISTRATION PHASE																												
Pre-Construction Meeting	1																											
Review, Track, and Respond to Contractor Submittals and RFIs	365																											
Process Contractor Pay Applications	365																											
Inspection/Observation	365																											
Final Inspection Report	30																											

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH VOLKERT, INC., FOR ENGINEERING AND PROJECT SERVICES FOR SW REGIONAL AIRPORT & SW I.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Volkert, Inc. for engineering and project services for SW Regional Airport & SW I in an amount of $1,167,000.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for East Battlefield Improvements. The cost of this contract will be $1,435,056.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$1,435,056.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Monday, June 28, 2021

Re: PSA for East Battlefield Improvements (MUNIS# 21ST0001)

Project Description:

The project consists of improving approximately 0.71 miles of e Battlefield Boulevard between e Central Avenue and water tower road into a three-lane roadway with pedestrian/bicycle facilities that are consistent with the city's master street plan as well as the bicycle and pedestrian master plan. This project would improve the intersection geometry and potentially signalize the intersection if further analysis showed it would warrant a traffic signal. Additionally, the existing bridge across I-49 would be widened on both sides to provide pedestrian side paths on both sides of the bridge.

Olsson Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $1,435,056.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Olsson Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

(MUNIS #21ST0001)

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **E BATTLEFIELD IMPROVEMENTS** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **OLSSON, INC.**, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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** One Million, Four Hundred Thirty-Five Thousand and Fifty-Six Dollars ($ 1,435,056), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**OLSSON, INC**
CITY	ENGINEER
	[redacted]
BY	BY BRAD STRITTMATTER
MAYOR	**CEO**
TITLE	TITLE
	JUNE 23, 2021
DATE SIGNED	DATE SIGNED
	[redacted]
	BY RICHARD D HERRICK
	VICE PRESIDENT
	TITLE
	JUNE 23, 2021
	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

THE PROJECT CONSISTS OF IMPROVING APPROXIMATELY 3,850 FEET OF E BATTLEFIELD BOULEVARD BETWEEN E CENTRAL AVENUE AND WATER TOWER ROAD INTO A THREE-LANE ROADWAY WITH PEDESTRIAN/BICYCLE FACILITIES THAT ARE CONSISTENT WITH THE CITY'S BICYCLE AND PEDESTRIAN MASTER PLAN. THE PROJECT DOES NOT INCLUDE INTERSECTION IMPROVEMENTS AT CENTRAL AVENUE NOR AT WATER TOWER ROAD. THE EXISTING BRIDGE ACROSS I-49 WOULD BE WIDENED ON BOTH SIDES TO PROVIDE PEDESTRIAN SIDE PATHS ON BOTH SIDES OF THE BRIDGE. THE EXISTING E BATTLEFIELD BOULEVARD IS A NARROW TWO-LANE ROAD WITH OPEN SHOULDERS AND MINIMAL PEDESTRIAN FACILITIES. THIS PROJECT WOULD BRING THE ROADWAY UP TO CURRENT COLLECTOR ROADWAY STANDARDS AND PROVIDE MUCH NEEDED PEDESTRIAN FACILITIES ALONG THIS CORRIDOR.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.
- See Appendix C for detailed Scope of Services.

APPENDIX C – SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

E. BATTLEFIELD BOULEVARD
CITY OF BENTONVILLE, ARKANSAS

SURVEYS, PRELIMINARY AND FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION PHASE SERVICES

This exhibit is hereby attached to and made a part of the Professional Services Agreement dated July 13, 2021 between The City of Bentonville, Arkansas ("City") and Olsson, Inc. ("ENGINEER") providing for professional services. ENGINEER's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION MAP

The project consists of improving approximately 3,850 feet of E Battlefield Boulevard between E Central Avenue and Water Tower Road into a three-lane roadway with pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. The project does not include intersection improvements at Central Avenue nor at Water Tower Road. The existing bridge across I-49 would be widened on both sides to provide pedestrian side paths on both sides of the bridge. The existing E Battlefield Boulevard is a narrow two-lane road with open shoulders and minimal pedestrian facilities. This project would bring the roadway up to current collector roadway standards and provide much needed pedestrian facilities along this corridor. See the Project location map on the next page.

SCOPE OF SERVICES

Phase 100 – Project Management

Task 101: **Project Management** – The ENGINEER Project Manager (PM) will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of the project team and sub-consultants, and provide regular progress reports with invoices.

The ENGINEER PM will coordinate their design with other City departments, outside agencies and/or other consultants that are involved with this project or adjacent projects.

The ENGINEER PM will be responsible for preparing a Project Management Plan, Quality Control Plan, and maintaining a web-based document management system utilizing Smartsheet (or other approved software) and will provide access to the City. ENGINEER and City Project Managers will work together to determine content and file structure.

ENGINEER will create and maintain a decision log matrix to track and document significant decisions and how they were reached.


SE MOBERLY LN.
E. CENTRAL AVE.
SURVEY LIMITS
E. BATTLEFIELD BLVD.
IMPROVEMENTS
SURVEY LIMITS
I-49
BRIDGE WIDENING
WATER TOWER RD.
I-49
N
0' 250' 500'
SCALE IN FEET
PROJECT LOCATION MAP

Phase 200 – Project Meetings

Task 201: **Kick-Off Meeting** – Once notice to proceed has been received, the ENGINEER will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the ENGINEER shall be responsible for notification to attendees.

Task 202: **Review Meetings** – ENGINEER will schedule and attend review meetings to receive the City's review comments from the 30%, 60%, and 90% submittals. (3 meetings)

Task 203: **Monthly Progress Meetings** – ENGINEER will provide monthly progress updates to the client to review progress, and to discuss any questions or issues that arise during the design. Progress updates may be made virtually or as in-person meetings. Twelve (12) in-person meetings are included in this scope.

Task 204: **Additional Meetings** – ENGINEER will attend and present at additional meetings as follows:

- Pre-Application Meeting – The ENGINEER will attend with the City a pre-application meeting.
- City Council Meeting – The ENGINEER will attend with City staff a City Council meeting during the Final Design Phase of the project.

Phase 300 – Public Engagement

Task 301: **Stakeholder Database** – ENGINEER will develop and manage a database of project stakeholders to include residents, property owners, organizations, agencies, City staff and officials, project team members and other parties who may be interested in or impacted by the project. Management of the database will include tracking meeting attendance, comments, responses, and contacts (phone calls, emails, etc.) made by the individual and ENGINEER. This same database will be utilized during the right-of-way and easement acquisition process to track appraisals and negotiations as they occur. (Work effort for this Task is included under Task 1301)

Task 302: **Stakeholder Notification** – ENGINEER will notify adjacent property owners that survey crews will be in the area prior to the commencement of field surveys. Notification will be via mailed letters. Surveyors, geotechnical staff, and other field personnel will be provided postcards containing project name, project area and contact information to provide to individuals when asked questions during the field operations. It is assumed that formal "Right-of Entry" documents are not required. (Work effort for this Task is included under Task 1301)

Task 303: **Project Presentations** – No separate project web site is required. ENGINEER will prepare pre-recorded videos or narrated presentations describing the project, current project status, and project schedule for posting on the City's web site. Preparation of two videos/power points are included in this scope: one at the completion of Preliminary Design (60%) and one at completion of Final Design (100%). The Final Design video/power point will also be utilized for the City Council meeting described in Task 204.

Task 304 **Public Meetings** – No public meetings are included in this scope

Phase 400 – Utility Coordination

Task 401: **Utility Review Meeting/Coordination (1 Meeting)** – The ENGINEER shall distribute the plans to public and private utility companies for verification of ownership, type, size, and location of their facilities. Time will be included for coordination via the phone and one (1) utility coordination meeting.

- Plans will be submitted to the utility companies at 30% to verify the location of their existing facilities as shown on the plans.
- Plans will be submitted to the utility companies at 60% to allow them to identify potential conflicts with the proposed design and to begin planning for any required relocations or adjustments. A utility coordination meeting will be conducted as part of the 60% review.
- Plans will be submitted to the utility companies at 90% to finalize coordination of any required relocations and adjustments.
- Additional coordination via telephone with individual utility companies will be provided.
- Potholing to verify location at key utility crossings may be required. For this project we have included potholing at 10 locations

Phase 500 – Survey Services

Task 501: **Topographical Survey** – The ENGINEER will perform the necessary topographic surveys which will include existing items such as above ground utilities, trees, road centerline, intersecting streets, drives, cross-sections and profiles necessary to design and construct the project. The topographic survey will be performed using electronic 'Total Station' and/or GPS equipment technology.

Natural topographic features and man-made features will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. Topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.

The limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information for slope tie-ins. The survey limits will extend 300 feet beyond the end of the project limits. The topographic survey will extend along intersecting streets a minimum distance of 100 feet and will be at least 100 feet in width. Channel meanders will be identified and surveyed along their flowlines for 300 feet from roadway centerline including stream cross sections up and down stream to confirm the hydraulic modeling. The survey limits are defined on the project location map.

Task 502: **Base Map Preparation** – ENGINEER will create the base map using the above topographic survey data. Drawings will be provided in AutoCAD format. The Base Maps will include all topographic information, existing underground and aerial utilities, existing right-of-way lines, lot lines, and property lines

Task 503: **Control and Land Corners** – The ENGINEER shall provide a list of horizontal control points with coordinates and descriptions. Horizontal control will be referenced to the Arkansas Coordinate System 1983, North Zone. Vertical control will be referenced to NAVD 88.

Horizontal and vertical control will be established using the National Geodetic Survey (NGS) Online Position User Service (OPUS) or from local city monuments, if available.

The ENGINEER will survey section and/or property corners to create the base maps right-of-way drawings.

Bench levels will be run by direct leveling methods, (no "side shots" will be permitted). Levels will close within an allowable error of five-hundredths (0.05) of a foot times the square root of the length of the level loop in miles. The ENGINEER will run a closed level circuit, establishing intermediate benchmarks along the project and on intersecting streets beyond the limits of the project. This level circuit will be tied to NAVD 88.

Task 504: **Utility Locates** – Arkansas One Call will be contacted, and utilities will be drawn from surveying above ground features and will include markings by utility companies resulting from the locate request. Any information supplied by utility companies will also be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The ENGINEER will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

Task 505: **Staking of ROW and Easements** – The ENGINEER, during the ROW Acquisition Phase, will stake the location of the existing and new ROW and new Easement locations to assist the property owner in visualizing the acquisition lines. Staking will consist of lathe with colored flagging.

Phase 600 – Geotechnical Exploration

Task 601: **Field Exploration**

ENGINEER to contact Arkansas One Call System to locate underground utilities.

ENGINEER will use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:

- Five (5) soil test borings to the depth of auger refusal, with up to an additional 20 feet of rock coring in each boring; and
- Six (6) soil test borings to a depth of 10 feet each

The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a maximum drilling footage of 210 linear feet and a maximum rock coring footage of 100 linear feet.

- Pavement cores will be collected from borings along Battlefield Blvd.
- Split spoon and/or thin-walled tube samples will be collected from the soil test borings.

- We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations, but prior to rock coring.
- After obtaining groundwater level readings, we will backfill the borings with soil cuttings and patch pavements as necessary.
- A visual pavement evaluation will also be completed along Battlefield Blvd.

Task 602: **Laboratory Services** – At our laboratory, unconfined compressive strength, moisture content, and in-place unit weight tests will be performed on representative portions of selected thin-walled tube samples. Moisture content tests will be performed on all samples. Atterberg limits tests will also be performed upon representative samples of typical subsurface conditions encountered across this site. Up to one CBR test will be completed on a bulk sample.

Task 603: **Pavement Design** – Pavement sections shall be designed in accordance with the procedures and criteria of the AASHTO Guide for Design of Pavement Structures, latest edition, and the criteria contained in the City's Minimum Standard Specifications for Streets. Any conflicts shall be resolved in favor of the more stringent criteria resulting in a stronger and deeper pavement section.

Task 604: **Evaluation and Geotechnical Report** – A geotechnical engineering report will be prepared under the direction of a registered professional engineer based on the findings of the field and laboratory programs. The report will include a boring location plan, computer-generated boring logs, results of the laboratory testing program and a description of the surface and subsurface conditions encountered at the site. In addition, the report will present our opinions and recommendations regarding the following items:

- Generalized geotechnical site preparation concerns addressing fill subgrade preparation, earthwork placement, fill compaction criteria, excavatability of any bedrock, and suitability of on-site materials for use as structural fill
- Recommendations for the design of pavement sections.
- Recommended foundation design parameters for the new bridge abutments, including bearing pressures and depths
- Anticipated total and differential settlement of structural elements
- Pavement subgrade preparation
- Generalized subsurface drainage requirements for fill and pavement areas
- Seismic site coefficient per the International Building Code

Phase 700 – Environmental Documentation

Task 701: **Desktop Environmental Review** – ENGINEER will review the project for cultural, wetlands and stream, and threatened and endangered species. The review will use desktop resources publicly available or provided by the city. A memo will be provided that summarizes the results of the cultural resources, threatened and endangered species and wetland and stream review.

Cultural Resources Review – ENGINEER will review the national register of historic places to determine potential cultural resources near the project. Should a federal nexus (e.g., nationwide permit) occur, the project will be sent to the SHPO for review.

Threatened and Endangered Species Evaluation – ENGINEER will evaluate the site for any potential issues associated with threatened and endangered (T&E) species. The T&E species evaluation will include a desktop review of threatened and endangered species, which will include using the U.S. Fish and Wildlife Service (USFWS) approved online Information for Planning and Conservation (IPaC) service to analyze the property for the likely presence of federally listed species or T&E species critical habitat.

Wetland and Stream Desktop Review - The wetland delineation and stream assessment consist of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery. The wetland and stream desktop review will determine if a field delineation is needed.

Task 702 (Optional): Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation – ENGINEER will complete a wetland delineation and stream assessment of the project in northwest Arkansas. ENGINEER will follow the methods described in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont (Version 2.0) (April 2012).

- **Site Visit.** Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. identified during the desktop review. The site visit will be conducted by traversing the project study area to identify wetland characteristics including; hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland, streams, and/or other waters of the U.S. boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Eastern Mountains and Piedmont Region data forms will be filled out. Photographs documenting site conditions, including wetlands, streams, and other waters of the U.S., will be taken. Agricultural areas require additional sample points primarily to document soil conditions. Transects will be developed through areas of potential farmed wetlands.
- **Report.** Upon completion of the site visit a report documenting the findings of the wetland delineation and stream assessment will be prepared detailing the presence or absence of wetlands, streams, and other waters of the U.S. within the project study area. The wetland delineation and stream assessment report will include a narrative of how the wetland delineation and stream assessment was conducted and a summary of the results of the wetland delineation and stream assessment. Figures documenting information gathered during the desktop review and figures showing wetland, streams, and other waters of the U.S. boundaries, sample point locations, and photo point locations will be included. The report will also include a description of ENGINEER's opinion of whether the wetlands, streams, and other waters of the U.S. are jurisdictional.

Task 703 (Optional): Cultural Resources Field Study – NOT INCLUDED IN THIS SCOPE.

Task 704 (Optional): Nationwide Permit – See Task 1217 -

Phase 800 – Traffic Studies – NOT INCLUDED IN THIS SCOPE

Phase 900 – Alternative Analysis - NOT INCLUDED IN THIS SCOPE

Phase 1000 – Concept Design (10% and 30% plans)

Task 1001: **10% Concept Road Design** – Concept layout of the basic roadway geometrics will be developed based on local, AASHTO and ARDOT design standards, as applicable.

The roadway plans will be developed to include the appropriate information at each plan stage and will continue to evolve as pertinent information is added to the plans to convey the design intent. The 10% concept plans will include:

- Title Sheet
- Typical sections
- Survey control and alignment sheet
- Plan & Profile Sheets
- Roadway Cross Sections

Task 1002: **Design Memorandum** – ENGINEER, as part of the 10% submittal will prepare a design memorandum outlining the design criteria for the project and submit for agreement by the City's Project Manager.

Task 1003: **30% Concept Road Design** – Continuing with the completed and approved 10% conceptual plans, 30% construction plans will be developed based on local, AASHTO and ARDOT design standards, as applicable.

The 30% preliminary plans will include:

- Title Sheet
- Typical sections
- General Notes Sheet
- Survey control and alignment sheet
- Demolition Plan
- Plan & Profile Sheets
- Storm Drainage Layout
- Drainage Area Map
- Traffic signal general layout (if required)
- Bridge general layout sheets
- Roadway Cross Sections

Task 1004: **Hydrology and Hydraulics Design – NOT INCLUDED IN THIS SCOPE**

Task 1005: **Storm Drainage Plans** – ENGINEER will prepare preliminary drainage map and storm sewer layout and sizing for street storm sewer and culvert crossings.

Task 1006: **Traffic Signal Plans – NOT INCLUDED IN THIS SCOPE**

Task 1007: **Preliminary Bridge Design** – The goal of this task is to widen the bridge both left and right of the existing roadway to support pedestrian sidewalks.

The following bridge design tasks are anticipated for the preparation of preliminary designs.

- Review existing plans, calculations, and past inspection reports.
- Complete a preliminary field check to evaluate the bridge's condition.
- Develop a final bridge typical section. Identify bridge deck width, sidewalk, fencing, aesthetic enhancements, joint replacement types and limits, and bridge construction staging plan.
- Develop a superstructure model to confirm the adequacy of the existing steel girders and preliminarily design the widened superstructure.
- Develop a preliminary intermediate bent model of the final condition to confirm that the substructure can be widened without reconstruction/retrofit of the existing columns.
- Prepare opinions of probable cost and preliminary bridge plans that include General Plan and Elevation, Typical Section, and Partial Removal Details (3-4 sheets).

Task 1008: **Utility Relocation Plans:** The ENGINEER will identify preliminary utility relocation/adjustment locations for City owned utilities where in conflict with the proposed construction. Conflicts will be identified for City owned water and sanitary sewers as part of the 30% design effort.

Task 1009: **Opinion of Probable Cost:** The ENGINEER shall prepare an opinion of probable cost including engineering, right-of-way, construction, and construction engineering on the appropriate forms.

Phase 1100 – Preliminary and Right-of-Way Design (60% Plans)

Task 1101: **Preliminary (60%) Plans** – This task will be to take the approved 30% design plans from 30% to 60% complete. The right-of-way plans with this project will include detailed storm system profiles, drive/intersection profiles, channel grading, and other special grading or considerations that could affect right-of-way or easements. The plans will include location of proposed right-of-way and easements and will be used for utility coordination.

The right-of-way plans will include:

- Title Sheet
- General Notes Sheet
- Survey control and alignment sheet
- Typical sections
- Plan & Profile Sheets
- Demolition Plan
- Special Grading Plans (if required)

- Drainage Area Map
- Storm Sewer System Plan and Profiles
- Utility Relocation/Adjustment Plans if required
- Street Lighting Preliminary Plans
- Preliminary Signing and Striping Plans
- Preliminary Construction Phasing Plans
- Landscaping Preliminary Plans
- Preliminary Bridge Plans (Type Size and Location Plans)
- Roadway Cross Sections

Task 1102: **Special Grading Plans** – ENGINEER will develop preliminary special grading plans for areas where special grading may be required.

Task 1103 **Storm Drainage Plans** – ENGINEER will prepare preliminary storm sewer layout sizing, drainage map and profiles for the street storm sewer and the culvert crossing for inclusion in the 60% plans.

Task 1104: **Utility Relocation Plans:** The ENGINEER will prepare preliminary utility relocation/adjustment plans for city owned utilities where minor adjustments (adjustment to clear a new storm sewer or to relocate a fire hydrant) are required due to conflict with the proposed construction. Design of any major public utility relocations (such as a new water or sewer line along the length of the project) will require a contract amendment. Preliminary design will be included in the 60% plans for City owned water and sanitary sewer.

Task 1105: **Traffic Signal Plans – NOT INCLUDED IN THIS SCOPE**

Task 1106: **Street Lighting** – ENGINEER will coordinate with the Bentonville Electric Utility Department (BEUD) regarding preliminary street lighting plans. Street lighting design and plans will be prepared by BEUD.

Task 1107: **Signing and Marking** – ENGINEER will develop preliminary permanent roadway signing and pavement marking plans meeting City, ARDOT, and MUTCD standards.

Task 1108: **Construction Phasing Plans -** ENGINEER will develop preliminary construction phasing plans for the project.

Task 1109: **Landscaping Plans** – ENGINEER will prepare preliminary landscaping (tree plantings) plans.

Task 1110: **Preliminary Bridge Design** – Prepare opinions of probable cost and preliminary bridge plans that include General Plan and Elevation, and Typical Section.

Task 1111: **Right-of-Way/Easement Descriptions** – The ENGINEER will contract with a local abstractor/title company to provide a Ownership and Encumbrance Title Report (O & Es) for use in determining ownership of parcels adjoining the project. Right-of-Way (ROW), Temporary Construction Easements (TCE), and Permanent Drainage/Utility Easement (PDE) descriptions plus exhibits will be prepared for this project. The descriptions and accompanying exhibits will be provided to the City in electronic format on forms provided by the City. Assumed for this project are:

- 32 number of parcels
- 32 New ROW descriptions and exhibits
- 10 PDE descriptions and exhibits
- 32 TCE descriptions and exhibits
- Note that the property owner research and Title work is included under Task 1302.

Task 1112: **Opinion of Probable Cost:** The ENGINEER shall prepare an updated opinion of probable cost including engineering, right-of-way, construction, and construction engineering on appropriate forms

Phase 1200 – Final Design Phase (90 and 100 Percent Plans)

Task 1201: **Final Design Plans** – Based on the approved 60% plans, ENGINEER shall prepare final construction plans and specifications in accordance with local, AASHTO, and ARDOT design standards, as applicable. All sheets included in the 100% PS&E plan set will also be included in the 90% submittal. This includes, but is not limited to, the following sheets:

- Title Sheet
- General Notes Sheet
- Survey control and alignment sheet
- Typical Section Sheets
- Roadway Plan and Profile Sheets
- Demolition Plan
- Special Grading Plans (as necessary)
- Drainage Area Map
- Storm Drainage Plan & Profiles
- Utility Relocation/Adjustment Plans
- Intersection and ADA Ramp Details
- Street lighting Plans
- Signing and Striping Plans
- Construction Phasing Plans
- Construction Traffic Control Plans
- Landscaping Plans
- Standard and Special Details
- Final Bridge Plans (see below)
- Erosion and Sediment Control Plans
- Roadway Cross Sections

Task 1202: **Special Grading Plans** – ENGINEER will develop final special grading plans for areas where special grading may be required.

Task 1203 **Storm Drainage Plans** – ENGINEER will prepare final storm sewer layout, sizing, drainage map and profiles for the street storm sewer and the culvert crossing

Task 1204: **Utility Relocation Plans:** ENGINEER will prepare final utility relocation/adjustment plans for city owned water and sewer utilities (minor adjustments and relocations only such as adjustment to clear a new storm sewer or to relocate a fire hydrant) where in conflict with the proposed construction. Design of any major public utility relocations (such as a new water or sewer line along the length of the project) will require a contract amendment.

Task 1205 **Intersection and ADA Ramp Details** – ENGINEER will prepare sidewalk ramp details meeting ADA requirements. Where cross-slope transitions are required at intersections, ENGINEER will prepare intersection details with spot elevations or curb return profiles, as necessary.

Task 1206: **Traffic Signal – NOT INCLUDED IN THIS SCOPE**

Task 1207: **Street Lighting** – ENGINEER will coordinate with the Bentonville Electric Utility Department (BEUD) regarding final street lighting plans. Street lighting design, plans, quantities, and specifications will be prepared by BEUD.

Task 1208: **Signing and Marking Plans** – ENGINEER will finalize the permanent pavement marking and roadway signage plans.

Task 1209: **Construction Phasing Plans -** ENGINEER will develop final construction phasing plans for the project.

Task 1210: **Traffic Control Plan** – ENGINEER will develop detailed traffic control plans in conformance with MUTCD and ARDOT standard of practice.

Task 1211: **Landscaping Plans** – ENGINEER will develop final landscaping plans for tree plantings.

Task 1212 **Standard and Special Details** – ENGINEER will prepare other standard and special detail sheets required for construction.

Task 1213: **Bridge Final Design and Plans –**

- Incorporate review comments from preliminary plan submittal
- Update and finalize superstructure design
- Pier Designs (3)
- Abutment Designs (2)
- Deck Design
- Deck Drainage Design
- Bearing Design
- Camber Calculations/Geometric Control
- Approach and Sleeper Slabs
- Prepare & Submit Final Bridge Opinion of Probable Cost
- Prepare & Submit Bridge Special Provisions
- Conduct Quality Control Review

- Prepare & Submit Final Bridge Plans (33 Sheets)
    1. Schedule of Bridge Quantities
    2. General Plan & Elevation
    3. Elevation of Soil Borings.
    4. Staking Diagram
    5. Partial Removal Details – Deck (1 of 2)
    6. Partial Removal Details – Substructure (2 of 2)
    7. Details of Bent 1
    8. Details of Bent 2
    9. Details of Bent 3
    10. Details of Bent 4
    11. Details of Bent 5
    12. Foundation Details
    13. Typical Section
    14. Typical Section near end of Span
    15. Typical Section near Intermediate Bents
    16. Framing Plan and Girder Details
    17. Expansion Joint Details
    18. Slab Plan
    19. Wingwall Details
    20. Bar list and Sections
    21. Concrete Barrier Rail Details
    22. Fencing Details
    23. Handrail Details
    24. Concrete Barrier Rail Details at Approach Slab
    25. Concrete Barrier Rail Transition Details at end of Approach Slab
    26. Approach Slab Details
    27. Slope Protection Details (Modified Std.)
    28. Excavation for Structures (Std.)
    29. Stay in Place Form Details (Std.)
    30. General Notes for Steel Bridge Structures (1 of 2)
    31. General Notes for Steel Bridge Structures (2 of 2)
    32. Bridge Name Plate (Std.)
    33. Standard Details for Steel H-Piles (Std.)

Task 1214: **Hydraulic Modeling - NOT INCLUDED IN THIS SCOPE**

Task 1215: **Erosion and Sediment Control Plans** – ENGINEER will prepare final erosion and sediment control plans.

Task 1216: **Opinion of Probable Cost** – The ENGINEER shall prepare an updated opinion of probable cost.

Task 1217: **Permits** – The ENGINEER shall prepare and submit on behalf of the Client the following permits, agreements, certifications, and forms.

- SWPPP - NPDES Permit
- ADH Approval if required
- 404 Nationwide Permit - If required the ENGINEER will submit a Clean Water Act, Section 404, nationwide permit notification to the U.S. Army Corps of Engineers (USACE) for the project site. Nationwide permits are

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

- Short Term Activity Authorization Permit
- ARDOT permits

Task 1218: **Specifications and Job Special Provisions** – ENGINEER will submit Specifications and Special Provisions with this submittal including all EJCDC front-end documents

Task 1219: **Final PS&E** – Upon incorporating the 90% review comments into the plan set and special provisions, ENGINEER shall prepare and submit all drawings, special provisions, and an updated opinion of probable cost to the City's Project Manager for the 100% PS&E submittal. Upon City acceptance of the PS&E plans, ENGINEER shall submit the bid package in electronic PDF format to the City's Project Manager. The bid package includes sealed drawings and specifications.

Phase 1300 – Right -of-Way Acquisition

The ENGINEER will conduct Right-of-Way and Easement Acquisition services as described below. For this project we have assumed 32 parcels.

Task 1301: **Right of Entry** – Obtain verbal or written right of entry from impacted landowners for various field work associated with the project. The database and notification work per Task 301 and 302 is included under this Task 1301.

Task 1302: **Ownership Research/Title Research** – ENGINEER shall complete initial research to identify impacted landowners and shall coordinate through a title company to obtain title reports and/or commitments to support survey work and acquisition closings.

Task 1303: **Appraisal** – ENGINEER shall sub-consultant appraisal services through one or more appraisal firms. Independent appraisal reviews by a secondary appraiser are not contemplated in this work.

Task 1304: **Negotiation** – ENGINEER shall make initial offers to impacted landowners based upon the ROW and Easement descriptions, associated exhibits, plans, and appraised values, and negotiate settlements where necessary.

Task 1305: **Agreement preparation and closings** – ENGINEER shall prepare option or purchase agreements and associated deeds based upon the City's standard forms. ENGINEER shall coordinate closings through a title company.

Task 1306: **Matrices and Call Logs -** ENGINEER shall update and maintain matrices and call logs to track acquisition progress and make that information available to the City through Smartsheet or other approved software.

Phase 1400 – Bidding Phase

Task 1401: **Bidding –**

- Advertise for and obtain bids for the proposed work
- Answer Requests for Information (RFIs) (Scope assumes up to 10 RFIs)
- Prepare Addenda (Scope assumes up to 2 addenda)
- Attend Bid Opening

Phase 1500 – Construction Phase Services

Construction Phase Services – The scope of this work includes the pre-construction preparation, construction staking, observation and administration, materials testing, post-construction documentation and project closeout for the project. The estimated fee is based on 365 calendar days.

Task 1501: **Construction Staking (one time)**

- Stake survey control points for general contractors use (one time).
- Stake silt fence for erosion/sediment control
- Stake public street centerline
- Stake Right-of-Way
- Stake Temporary Construction Easements
- Stake storm water structures
- Stake driveway and street saw cuts for demolition
- Stake waterline and fire hydrants
- Stake sidewalks and ADA ramps
- Stake curb and gutter
- Stake driveways
- Stake Bridge
- Stake traffic signals/signs

Task 1502: **Construction Administration**

- Assist the City in planning and conducting a pre-construction meeting
- Perform review of shop drawings and materials submittals and issue back to contractor
- Provide professional review and coordination throughout construction, including periodic attendance at progress meetings, schedule reviews, dealing with contractor and utility issues, issuance of field orders, work change directives, and change orders, and review and approval of contractor's pay applications.
- Receive contractor requests for interpretation or clarification on the intent of the contract specifications during construction and issue responses. Coordinate with the City, the communication of such responses to the prime contractor.
- Determine if the contractor is generally adhering to the specifications and plan documents, and schedule through on-going observations.

- Report to City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with the contract documents.
- Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
- Provide review of final documentation including the final pay estimate, final change order and punch list review.
- Provide Record Drawings based on plan markups provided by the contractor

Task 1503: Construction Observation and Materials Testing

- See the attached "Duties of Resident Project Representative"
- Construction Observer(s) to review plans and construction documents and set up appropriate field documentation books.
- Perform part-time construction observation and document the work in progress.
- Compile a daily diary that documents weather conditions, contractor(s) construction activity, contractor's personnel, equipment utilized, and discovered irregularities in the materials used or quality of work performed.
- Determine the contractor's compliance with the contract and specifications and reject work and/or materials that are not in compliance.
- Provide observation and documentation of the project traffic control and detour signage and communicate deficiencies to the contractor.
- Provide construction materials testing and reporting in accordance with the testing frequencies outlined in Article 800 of the City's Minimum Standard Specifications for Streets and the Arkansas Department of Transportation LPA manual, including concrete air, slump and cylinders; soil and base rock proctors and Atterberg limits; aggregate gradations and deleterious substances; soil density testing; aggregate base rock density testing; storm sewer trenches; asphaltic concrete density testing by nuclear gauge; and asphalt content of hot mix asphalt.
- The ENGINEER's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided daily to the designated field representative if requested. Field reports will be reviewed by our project manager and transmitted to the Client, Architect, Structural Engineer, General Contractor, and Building Official.
- Following completion of the project, ENGINEER will prepare a final summary report stating its opinion regarding whether the portions of the work that were observed, inspected and/or tested were in compliance with the project specifications.

See Assumptions and Exclusions section of this scope of services

Task 1504: Project Closeout

- Certification of Project – ENGINEER shall provide a certification that the project has been constructed in accordance with the Record Drawings.

- As-built survey – ENGINEER will conduct a survey of the completed project to verify the as-built condition. The survey will include roadway centerline, and all storm drainage related elements such as top and inverts of drainage structures, verification of culvert dimensions and pipe diameters, top of any berms or levees and any detention basins. Curbs, sidewalks, multi-use paths, driveway and other roadway elements will not be surveyed unless a design change was made during construction.

- Record Drawings – ENGINEER will prepare record drawings reflecting information gathered during the as-built survey and from markups provided by the contractor.

DELIVERABLES:

- Project Management Plan including the Quality Management Plan
- Meeting notes
- Design Memorandum
- Electronic plan submittals for concept, preliminary and final designs
- Opinions of probable construction costs with each submittal
- Contract documents and specifications for the final design submittal
- Two recorded presentations
- Geotechnical Report
- Environmental Review Memo
- Signed option or purchase agreement and/or final signed conveyance deed
- Appraisal report for each acquisition
- Final Call Log and Matrix
- Title policies (if applicable)
- Construction Reports
- Record Drawings

ASSUMPTIONS: We have made assumptions in the preparation of this scope of services. These assumptions and subsequent explanations are as follows:

- Plans will be completed for one bid package. Splitting the plans into multiple plan sets would require a contract amendment.
- All permit and mitigation fees will be paid by the City.
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities except for City owned waterline and sanitary sewer which are included in the plans.
- Geotechnical boring locations are easily accessible from the existing roadway.
- The geotechnical borings for the Battlefield Blvd, Walton and Central Intersection, and Opal Road projects will be completed during the same mobilization.
- Bridge designs will be prepared in accordance with AASHTO LRFD Bridge Design Guidelines and Arkansas DOT Standard Specifications for Highway Construction (Division 800), where appropriate.

- Bridge plans will be prepared in MicroStation digital format and plotted to 24" x 36" sheets.
- The existing bridge (Bridge #5981, built in 1988) can be widened without encroaching on the required vertical clearance envelope over I-49 or raising the existing superstructure. The Client will make the original bridge construction plans, calculations (if available) and past inspection reports available to the ENGINEER.
- It is assumed that the existing expansion joints on the ends of the bridge will be replaced and limited deck reconstruction will be required adjacent to the joints.
- It is assumed that each direction of I-49 will be closed and traffic shifted over and reduced lanes utilized to allow for bridge construction work to take place.
- The existing bridge is in good condition and no rehabilitation or painting of existing members beyond expansion joint reconstruction is necessary or desired. Existing NBI Ratings are Deck (7 of 9), Super (7 of 9), and Sub (8 of 9). Bridge was originally designed for HS 20 per NBI.
- It is assumed that a premanufactured fence will be utilized. Shop drawings and design calculations for the fencing will be submitted by the Contractor for review and approval by the ENGINEER prior to construction.
- The existing bridge can be widened without reconstruction or strengthening of the existing substructure units.
- The ENGINEER will complete a sound bridge widening design based on the reinforcing and member sizes shown in the original construction plans, spot checked for conformance with the original construction plans during the preliminary field check, where able. The ENGINEER takes no responsibility for structural items that are not observable, such as the condition or presence of reinforcing and foundations that are not observable. The ENGINEER assumes that since the bridge has been in operation since 1988 that these items were constructed properly and in accordance with the original design plans.

- ROW Acquisition fees are estimated on a per parcel basis
- ENGINEER shall attend up to two (2) in-person meetings per owner for ROW negotiations/acquisitions
- Assumes one appraisal for each acquisition
- Assumes that each acquisition will be staked and will close through a title company
- No Phase I environmental due diligence for acquisitions
- Assumes that negotiations to acquire property will begin at completion of the 100% design plans.
- Assumes that there are no total acquisitions or relocations.
- ENGINEER is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. ENGINEER's sole obligation is to report its observation, inspection and test results to Client as provided herein. The above Scope of Work was prepared without the anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors for the project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out-of-scope services. ENGINEER will notify the City if construction testing frequencies and site visits are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services
- The estimated hourly fee shown for construction staking is an estimate based on one-time staking of each of the specified elements. The City understands that the Contractor may or may not request all the items contained in this estimate.

Additionally, there may be items not shown in this estimate that the Contractor may request ENGINEER to stake. Up to 3 days of re-staking or additional staking is included is the estimate. Re-staking or additional staking beyond that estimated shall be considered additional services and will be billed hourly.

- Estimate for observation and testing is based on 365 calendar days. Observation is estimated at approximately half-time and assumes that at least two projects are under construction during the same period. Days are estimated at 5-hour days and includes travel time. Field testing is estimated at 3-hours per day including travel time. Time required beyond the estimated days may require a contract amendment. Labor for lab testing is included in the unit price for the test.
- Other assumptions identified within the scope of services

EXCLUSIONS: Exclusions include, but are not limited to, the following:

- Traffic and pedestrian counts
- Temporary traffic signals
- Lighting analysis
- Earthwork balance calculations
- Concrete jointing plan
- Operational analysis of intersections/access not specifically mentioned in the scope.
- Temporary or permanent signal timing
- Pedestrian detour plans (If the Razorback Greenway is impacted by construction, detour plans will be developed for the Greenway only.)
- Detention and water quality design
- Retaining Wall Design
- Irrigation Design
- Environmental investigation, permitting beyond those noted in the scope including:
    - Individual Section 404 Permit Application
    - Additional Site Visits with the US Army Corps
    - Agency or Client Meetings, Other Than Phone Call Discussions
    - Changes in Project Design or Location Requiring Changes to the Report
    - Migratory Bird Treaty Act Nesting Surveys
    - Bald and Golden Eagle Nest Surveys
    - Agency Requested Threatened and Endangered Species-Specific Survey
    - Further coordination with USFWS and any further assessments.
    - Agency Requested Historic or Cultural Resource Surveys
    - Wetland Mitigation Services beyond those indicated in the scope of services
    - Noise Studies
    - Archaeological surveys
- Existing bridge condition evaluation/material testing
- Load Rating Calculations
- Pedestrian Fence Design
- Existing bridge strengthening.
- Piped deck drainage
- Design of temporary shoring to support the bridge during widening.
- Renderings, 3D Modeling, traffic simulations, and visualization
- Updating of the FEMA model

- Environmental Assessment
- Environmental Impact Statement
- Any services not specifically detailed in the scope.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
   a. Record date of receipt of Shop Drawings and samples.
   b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
   c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
   a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
   b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
   c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
   a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
   b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
   a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
   b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
   c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
   d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
    b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

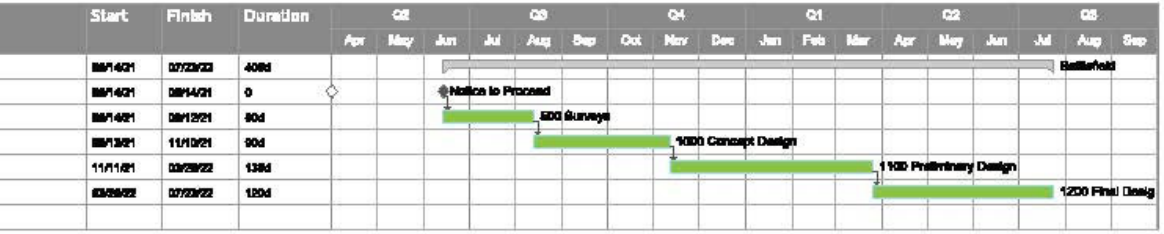
Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

E Battlefield Blvd

olsson

	Task Name	Start	Finish	Duration
1	Battlefield	06/14/21	07/23/23	406d
2	Notice to Proceed	06/14/21	06/14/21	0
3	600 Surveys	06/14/21	08/12/21	80d
4	1000 Concept Design	08/13/21	11/10/21	90d
5	1100 Preliminary Design	11/11/21	03/29/22	138d
6	1200 Final Design	03/29/22	07/23/22	120d
7				



BENTONVILLE - BATTLEFIELD BOULEVARD - APPENDIX C

Tuesday, May 25, 2021

FEE SUMMARY BY EMPLOYEE CLASSIFICATION					
Personnel		**Total Hr.**	**2021 $ Per Hr.**	**Labor Cost**	**Total Cost**
Principal / Senior Project Manger	PRIN/SPM	362	$274.00	$99,188	$99,188
Project Manager / ROW Manager	PM/RWM	250	$217.00	$54,250	$54,250
Senior Manager	SM	448	$203.00	$90,944	$90,944
Technical Manager 2	TM2	135	$193.00	$26,055	$26,055
Technical Manager 1	TM1	44	$182.00	$8,008	$8,008
Senior Engineer 2	SE2	100	$158.00	$15,800	$15,800
Senior Engineer 1	SE1	0	$147.00	$0	$0
Project Engineer / Designer / Const Manager	PE/DES/CM	974	$131.00	$127,594	$127,594
Engineer 3 / Senior Technician	E3 / SR TECH	516	$119.00	$61,404	$61,404
Engineer 2 / Public Professional / Project Scientist	E2/PP/PS	140	$108.00	$15,120	$15,120
Engineer 1 (Assistant Engineers)	E1	2042	$100.00	$204,200	$204,200
Technician / Public Assitant	TECH/PA	1632	$67.00	$109,344	$109,344
Survey Manager	SURM	58	$154.00	$8,932	$8,932
Senior Surveyor	SS	254	$122.00	$30,988	$30,988
Survey Technician	ST	198	$86.00	$17,028	$17,028
2 man Survey Crew	SC2	842	$165.00	$138,930	$138,930
Senior Constr Observer / Resident Project Representative	SO/RPR	1308	$90.00	$117,720	$117,720
Admin	ADMIN	184	$97.00	$17,848	$17,848
Geotech Engineer	GE	48	$135.00	$6,480	$6,480
Sr Geotech Engineer	SGE	0	$210.00	$0	$0
Geotech Technician /Constr Observer	GT/CO	0	$90.00	$0	$0
Total Labor		9535			**$1,149,833**
Total Expenses					**$248,811**
Labor Adjustment for Work Performed in Future Years (3% increase for work in 2022, 6% increase for work performed in 2023) 2022 work includes 50% of PM, Meetings and Preliminary Design; 100% of Public Engagement, Final Design, and ROW Acqusition. Work performed in 2023 includes 100% of Bidding and Construction Phase Services.					**$36,412**
TOTAL NOT TO EXCEED FEE		**9535**			**$1,435,056**

Note: Rates shown are for estimating purposes only; actual billing rate is based on the rate for each individual employee and the attached billing rate scheule. Fees for individual phases or tasks may exceed the subtotals shown but total fees shall not exceed the total fee shown.

Tuesday, May 25, 2021

APPENDIX C - EXPENSE SUMMARY

Expenses	Quantity		$ Ea.		Cost
Design					
Travel, mile (car)	1000	MILES	0.56		$560.00
Hotel/Lodging	2	PER NIGHT	150.00		$300.00
Meals	4	PER DAY	25.00		$100.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)	2	LS	1000		$2,000.00
Sub Consultant		LS	1000		$0.00
Potholing	10	EA	1500		$15,000.00
Survey					
Design Surveys					
Travel, mile (survey)	480	MILES	0.75		$360.00
Hotel/Lodging		PER NIGHT	125		$0.00
Meals		PER DAY	25		$0.00
Utility Locates	60	PER HOUR	75		$4,500.00
Miscellaneous Expenses (Lathe, hubs, materials, etc.)	1	LS	1000		$1,000.00
Construction Surveys					
Travel, mile (survey)	960	MILES	0.75		$720.00
Hotel/Lodging		PER NIGHT	125		$0.00
Meals		PER DAY	25		$0.00
Miscellaneous Expenses (Lathe, hubs, materials, etc.)	1	LS	1000		$1,000.00
Geotech for Design					
Hotel/Lodging	8	PER NIGHT	150.00		$1,200.00
Meals	8	PER DAY	25.00		$200.00
Mobilization	1	LS	1550.00		$1,550.00
Travel, Drill Rig	0	MILES	2.25		$0.00
Travel, Support Truck	0	Miles	0.8		$0.00
Traffic Control Permit	1	EA	1000		$1,000.00
Traffic Control	5	Day	2000		$10,000.00
Drilling, Straight auger 0-25'	185	Foot	20		$3,700.00
Drilling, Straight auger 26-50'	25	Foot	22		$550.00
Sampling, 0-25'	53	EA	21		$1,113.00
Sampling, 26-50'	5	EA	24		$120.00
Wireline Rock Coring	100	Foot	55		$5,500.00
Pavement Cores	8	EA	75		$600.00
Pavement Patches	8	EA	55		$440.00
					$0.00
Lab Testing					$0.00
Unconfined Compressive Strength - Soils	8	EA	55		$440.00
Dry Density	16	EA	28		$448.00
Moisture Content	34	EA	20		$680.00
Rock Core Breaks	6	EA	70		$420.00
Atterberg Limits	6	EA	95		$570.00
CBR	1	EA	620		$620.00
					$0.00
Acqusitions					
Travel, mile (car)	2000	MILES	0.56		$1,120.00
Hotel/Lodging		PER NIGHT	125.00		$0.00
Meals		PER DAY	25.00		$0.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)		LS	1000		$0.00
Sub Consultant - Appraisals	32	EACH	4000		$128,000.00
Title Work	32	EACH	1000		$32,000.00
Construction Observation and Testing					
Hotel/Lodging		PER NIGHT	125.00		$0.00
Meals		PER DAY	25.00		$0.00
Mobilization		LS	1000.00		$0.00
		MILES			$0.00
Observation Trip Charge		EA	$120.00		$0.00
Standard Proctor Tests		EA	$165.00		$0.00
Atterberg Limit Tests		EA	$90.00		$0.00
Sieve Analysis Tests		EA	$60.00		$0.00
Concrete Compression Testing (Cylinders)		EA	$19.00		$0.00
ASTM D6925-Prep & Density of Superpave Gyratory Comp Spec		EA	$290.00		$0.00
ASTM D2041-Theoretical Max Specific Gravity (RICE)		EA	$180.00		$0.00
ASTM D6307- Asphalt Content by Ignition Method		EA	$175.00		$0.00
ASTM D6995-VMA in Compacted Paving Mix		EA	$30.00		$0.00
ASTM D3203-Percent Air Voids in Compacted Paving Mix		EA	$30.00		$0.00
Mileage/Travel Estimate					$8,000.00
Lab Testing Estimate					$25,000.00
SUBTOTALS					
Design					**$17,960.00**
Survey					**$7,680.00**
Geotech					**$29,151.00**
Acqusitions					**$161,120.00**
Construction					**$33,000.00**
TOTAL EXPENSES					**$248,811.00**

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - BATTLEFIELD

	Hourly Billing Rate ----->>>>	$274.00	$217.00	$209.00	$193.00	$182.00	$166.00	$147.00	$131.00	$119.00	$109.00	$100.00	$67.00	$154.00	$122.00	$86.00	$166.00	$90.00	$97.00	$135.00			
	Tuesday, May 25, 2021																						
Task No.	Description of Work Items / Tasks	PRIN/SPM	PM/RWM	SM	TM2	TM1	SE2	SE1	PE/DES/CM	E3 / SR TECH	E2/PP/PS	E1	TECH/FA	SURM	SS	ST	SC2	SO/RPR	ADMIN	GE	Total Manhours	Total Labor Fee	Subtotal
100	**PROJECT MANAGEMENT**																						
101	Project Management	180		120															120		420	$85,320	**$85,320.00**
																					0	$0	**$0.00**
		180	0	120	0	0	0	0	0	0	0	0	0	0	0	0	0	0	120	0	420			**$85,320.00**
200	**MEETINGS**																						
201	Kick-off Meeting	4		4	4				4			4							8		28	$4,380	**$4,380.00**
202	Review meetings (3)	12		12	6				12			12							24		78	$11,982	**$11,982.00**
203	Progress Meetings (12)	48		24	12				24			24							24		156	$28,212	**$28,212.00**
204	Additional Meetings	8		4	4				4			4							8		32	$5,476	**$5,476.00**
																					0	$0	**$0.00**
		72	0	44	26	0	0	0	44	0	0	44	0	0	0	0	0	0	64	0	294			**$50,050.00**
300	**PUBLIC ENGAGEMENT**																						
301	Stakeholder Database - Included in Task 1201																				0	$0	**$0.00**
302	Stakeholder Notifications - Included under Task 1301																				0	$0	**$0.00**
303	Project Presentations								40		64		16								120	$13,224	**$13,224.00**
																					0	$0	**$0.00**
		0	0	0	0	0	0	0	40	0	64	0	16	0	0	0	0	0	0	0	120			**$13,224.00**
400	**UTILITY COORDINATION**																						
401	Utility Coordination and Meeting	8							40			40									88	$11,432	**$11,432.00**
																					0	$0	**$0.00**
		8	0	0	0	0	0	0	40	0	0	40	0	0	0	0	0	0	0	0	88			**$11,432.00**
500	**SURVEYS**																						
501	Topographic Surveys													10	14		200				224	$36,248	**$36,248.00**
501	Scanning for bridge survey													8	40	80	20				148	$16,292	**$16,292.00**
502	Base Maps														30		54				84	$12,570	**$12,570.00**
503	Control and Land Corners														40						40	$4,880	**$4,880.00**
504	Utility Locates														6		24				30	$4,692	**$4,692.00**
505	Staking of ROW and Easements																64				64	$10,560	**$10,560.00**
																					0	$0	**$0.00**
		0	0	0	0	0	0	0	0	0	0	0	0	18	130	80	362	0	0	0	590			**$86,242.00**
600	**GEOTECHNICAL**																						
601	Borings:									25										20	45	$5,675	**$5,675.00**
602	Laboratory Services																				0	$0	**$0.00**
603	Pavement Design																			8	8	$1,080	**$1,080.00**
604	Evaluation and Report																			20	20	$2,700	**$2,700.00**
																					0	$0	**$0.00**
		0	0	0	0	0	0	0	0	25	0	0	0	0	0	0	0	0	0	48	73			**$9,455.00**
700	**ENVIRONMENTAL**																						
701	Desktop Review					4					16										20	$2,456	**$2,456.00**
702	Wetland Delineation					4					30										34	$3,968	**$3,968.00**
703	Culturasl Survey																				0	$0	**$0.00**
704	Nationwide Permit (see Task 1217)																				0	$0	**$0.00**
705																					0	$0	**$0.00**
																					0	$0	**$0.00**
		0	0	0	0	8	0	0	0	0	46	0	0	0	0	0	0	0	0	0	54			**$6,424.00**
800	**TRAFFIC STUDIES**																				0	$0	**$0.00**
																					0	$0	**$0.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			**$0.00**
900	**ALTERNATIVE ANALYSIS**																						
																					0	$0	**$0.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			**$0.00**

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - BATTLEFIELD

	Hourly Billing Rate ---->>>>	$274.00	$217.00	$203.00	$193.00	$182.00	$168.00	$147.00	$131.00	$119.00	$108.00	$100.00	$67.00	$154.00	$122.00	$86.00	$166.00	$90.00	$97.00	$135.00			
	Tuesday, May 25, 2021																						
Task No.	**Description of Work Items / Tasks**	**PRIN/SPM**	**PM/RWM**	**SM**	**TM2**	**TM1**	**SE2**	**SE1**	**PE/DES/CM**	**E3 / SR TECH**	**E2/PP/PS**	**E1**	**TECH/PA**	**SURM**	**SS**	**ST**	**SC2**	**SO/RPR**	**ADMIN**	**GE**	**Total Manhours**	**Total Labor Fee**	**Subtotal**
1000	**CONCEPT DESIGN**																						
1001	10% Plans																				0	$0	**$0.00**
	Title Sheet								2				12								14	$1,066	**$1,066.00**
	Typical sections								4				40								44	$3,204	**$3,204.00**
	Survey control and alignment sheet								8							8					16	$1,736	**$1,736.00**
	Plan & Profile Sheets								40				40								80	$7,920	**$7,920.00**
	Roadway Cross Sections								4				24								28	$2,132	**$2,132.00**
1002	Design Memorandum	2							2			8									12	$1,610	**$1,610.00**
1003	30% Plans																				0	$0	**$0.00**
	Title Sheet																				0	$0	**$0.00**
	Typical sections																				0	$0	**$0.00**
	General Notes Sheet								4												4	$524	**$524.00**
	Survey control and alignment sheet																				0	$0	**$0.00**
	Demolition Plan								8				56								64	$4,800	**$4,800.00**
	Plan & Profile Sheets								40				40								80	$7,920	**$7,920.00**
1005	Storm Drainage Layout											40	24								64	$5,608	**$5,608.00**
1005	Drainage Area Map											16									16	$1,600	**$1,600.00**
1004	Hydrology and Hydraulics																				0	$0	**$0.00**
1006	Traffic signal general layout if required																				0	$0	**$0.00**
1007	Preliminary Bridge Design																				0	$0	**$0.00**
	Review existing plans, calculations, and inspection reports				4					8											12	$1,724	**$1,724.00**
	Complete a preliminary field check				16				16												32	$5,184	**$5,184.00**
	Develop final typical section and improvements				1					4											5	$669	**$669.00**
	Develop a preliminary superstructure model				4					8		20									32	$3,724	**$3,724.00**
	Develop preliminary intermediate bent model				4					8		20									32	$3,724	**$3,724.00**
	Prepare and Submit Bridge Opinion of Probable Cost				2					4											6	$862	**$862.00**
	Prepare and Submit Preliminary Bridge Plans (30%)																				0	$0	**$0.00**
	1. General Plan & Elevation									8		20									28	$2,952	**$2,952.00**
	2. Typical Section									8		20									28	$2,952	**$2,952.00**
	3. Partial Removal Details									4		20									24	$2,476	**$2,476.00**
																					0	$0	**$0.00**
	Roadway Cross Sections								20			20	20								60	$5,960	**$5,960.00**
1008	Utility Conflicts Identification											16									16	$1,600	**$1,600.00**
1009	Opinion of Probable Cost	2							20			20	20								62	$6,508	**$6,508.00**
																					0	$0	**$0.00**
		4	0	0	31	0	0	0	168	52	0	220	276	0	0	8	0	0	0	0	759		**$76,455.00**

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APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - BATTLEFIELD

	Hourly Billing Rate ---->>>	$274.00	$217.00	$203.00	$193.00	$182.00	$168.00	$147.00	$131.00	$119.00	$108.00	$100.00	$67.00	$154.00	$122.00	$96.00	$166.00	$90.00	$97.00	$135.00			
	Tuesday, May 25, 2021																						
Task No.	**Description of Work Items / Tasks**	**PRIN/SPM**	**PM/RWM**	**SM**	**TM2**	**TM1**	**SE2**	**SE1**	**PE/DES/CM**	**E3 / SR TECH**	**E2/PP/PS**	**E1**	**TECH/PA**	**SURM**	**SS**	**ST**	**SC2**	**SO/RPR**	**ADMIN**	**GE**	**Total Manhours**	**Total Labor Fee**	**Subtotal**
1100	**PRELIMINARY DESIGN**																				0	$0	**$0.00**
1101	60% Plans																				0	$0	**$0.00**
	Title Sheet																				0	$0	**$0.00**
	General Notes Sheet																				0	$0	**$0.00**
	Survey control and alignment sheet																				0	$0	**$0.00**
	Typical sections																				0	$0	**$0.00**
	Plan & Profile Sheets								40				40								80	$7,920	**$7,920.00**
	Demolition Plan																				0	$0	**$0.00**
1102	Special Grading Plans (if required)								16												16	$2,096	**$2,096.00**
1103	Drainage Area Map											16									16	$1,600	**$1,600.00**
1103	Storm Sewer System Plan and Profiles								4			80	80								164	$13,884	**$13,884.00**
1104	Utility Relocation/Adjustment Plans if required						40					40									80	$10,320	**$10,320.00**
1105	Traffic Signal Preliminary Plans if required																				0	$0	**$0.00**
1106	Street Lighting Preliminary Plans								8			8									16	$1,848	**$1,848.00**
1107	Preliminary Signing and Striping Plans			4								40									44	$4,812	**$4,812.00**
1108	Preliminary Construction Phasing Plans		20							40											60	$9,100	**$9,100.00**
1109	Landscaping Preliminary Plans											40									40	$4,000	**$4,000.00**
1110	Preliminary Bridge Plans (Same as 30%)																				0	$0	**$0.00**
	Roadway Cross Sections																				0	$0	**$0.00**
1111	ROW and Easement Descriptions														28	110					138	$12,876	**$12,876.00**
1112	Opinion of Probable Cost	2							20			20	20								62	$6,508	**$6,508.00**
																					0	$0	**$0.00**
		2	20	4	0	0	40	0	88	40	0	244	140	0	28	110	0	0	0	0	716		**$74,964.00**
1200	**FINAL DESIGN**																				0	$0	**$0.00**
1201	Final Design Plans																				0	$0	**$0.00**
	Title Sheet								1				4								5	$399	**$399.00**
	General Notes Sheet								1				4								5	$399	**$399.00**
	Survey control and alignment sheet								1				4								5	$399	**$399.00**
	Typical Section Sheets								1				4								5	$399	**$399.00**
	Roadway Plan and Profile Sheets								20				40								60	$5,300	**$5,300.00**
	Demolition Plan								1				4								5	$399	**$399.00**
1202	Special Grading Plans (as necessary)								1				4								5	$399	**$399.00**
1203	Drainage Area Map																				0	$0	**$0.00**
1203	Storm Drainage Plan & Profiles								4			40	80								124	$9,884	**$9,884.00**
1204	Utility Relocation/Adjustment Plans						40					40									80	$10,320	**$10,320.00**
1205	Intersection and ADA Ramp Details								80				100								180	$17,180	**$17,180.00**
1206	Traffic Signal Plans																				0	$0	**$0.00**
1207	Street lighting Plans								8												8	$1,048	**$1,048.00**
1208	Signing and Striping Plans			4								40									44	$4,812	**$4,812.00**
1209	Construction Phasing Plans		20							40											60	$9,100	**$9,100.00**
1210	Construction Traffic Control Plans			40						80											120	$17,640	**$17,640.00**
1211	Landscaping Plans								4				16								20	$1,596	**$1,596.00**
1212	Standard and Special Details								24				40								64	$5,824	**$5,824.00**
1213	Final Bridge Plans (see below)																				0	$0	**$0.00**
	Incorporate Review Comments from Prelim. Plans				2							8									10	$1,186	**$1,186.00**
	Update and finalize Superstructure Design									8		24									32	$3,352	**$3,352.00**
	Pier Designs (1)				8					24		60									92	$10,400	**$10,400.00**
	Abutment Designs (2)				4					16		40									60	$6,676	**$6,676.00**
	Deck Design									2		8									10	$1,038	**$1,038.00**
	Deck Drainage Design									1		4									5	$519	**$519.00**
	Bearing Design									2		8									10	$1,038	**$1,038.00**
	Camber Calculations/Geometric Control									2		8									10	$1,038	**$1,038.00**
	Approach and Sleeper Slabs									2		4									6	$638	**$638.00**
	Prepare and Submit Final Bridge Cost Estimate				1					4		8									13	$1,469	**$1,469.00**
	Prepare and Submit Bridge Special Provisions				8					16											24	$3,448	**$3,448.00**
	Conduct QA/QC				8					8											16	$2,496	**$2,496.00**
	Prepare and Submit Final Bridge Plans (33 Sheets)																				0	$0	**$0.00**
	1. Schedule of Bridge Quantities				1					2		4									7	$831	**$831.00**
	2. General Plan & Elevation				1					4		8									13	$1,469	**$1,469.00**
	3. Elevation of Soil Borings				1					4		8									13	$1,469	**$1,469.00**

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - BATTLEFIELD

	Hourly Billing Rate ---->>>	$274.00	$217.00	$203.00	$193.00	$182.00	$158.00	$147.00	$131.00	$119.00	$108.00	$100.00	$67.00	$154.00	$122.00	$86.00	$186.00	$90.00	$97.00	$135.00			
	Tuesday, May 25, 2021																						
Task No.	**Description of Work Items / Tasks**	**PRIN/SPM**	**PM/RWM**	**SM**	**TM2**	**TM1**	**SE2**	**SE1**	**PE/DES/CM**	**E3 / SR TECH**	**E2/PP/PS**	**E1**	**TECH/PA**	**SURM**	**SS**	**ST**	**SC2**	**SO/RPR**	**ADMIN**	**GE**	**Total Manhours**	**Total Labor Fee**	**Subtotal**
	4. Staking Diagram				1					2		4									7	$831	**$831.00**
	5. Partial Removal Details – Deck (1 of 2)				1					4		20									25	$2,669	**$2,669.00**
	6. Partial Removal Details – Substructure (2 of 2)				1					4		20									25	$2,669	**$2,669.00**
	7. Details of Bent 1				1					8		20									29	$3,145	**$3,145.00**
	8. Details of Bent 2				1					8		20									29	$3,145	**$3,145.00**
	9. Details of Bent 3				1					8		20									29	$3,145	**$3,145.00**
	10. Details of Bent 4				1					8		20									29	$3,145	**$3,145.00**
	11. Details of Bent 5				1					8		20									29	$3,145	**$3,145.00**
	12. Foundation Details				1					8		20									29	$3,145	**$3,145.00**
	13. Typical Section				1					4		12									17	$1,869	**$1,869.00**
	14. Typical Section near end of Span				1					8		20									29	$3,145	**$3,145.00**
	15. Typical Section near Intermediate Bents				1					8		20									29	$3,145	**$3,145.00**
	16. Framing Plan and Girder Details				1					8		20									29	$3,145	**$3,145.00**
	17. Expansion Joint Details				1					8		20									29	$3,145	**$3,145.00**
	18. Slab Plan				1					8		20									29	$3,145	**$3,145.00**
	19. Wingwall Details				1					8		20									29	$3,145	**$3,145.00**
	20. Barlist and Sections				1					12		20									33	$3,621	**$3,621.00**
	21. Concrete Barrier Rail Details				1					8		20									29	$3,145	**$3,145.00**
	22. Fencing Details				1					8		20									29	$3,145	**$3,145.00**
	23. Handrail Details				1					8		20									29	$3,145	**$3,145.00**
	24. Concrete Barrier Rail Details at Approach Slab				1					8		16									25	$2,745	**$2,745.00**
	25. Concrete Barrier Rail Transition Details at end of Approach Slab				1					8		16									25	$2,745	**$2,745.00**
	26. Approach Slab Details									8		16									24	$2,562	**$2,562.00**
	27. Slope Protection Details (Modified Std.)									2		4									6	$638	**$638.00**
	28. Excavation for Structures (Std.)									2		2									4	$438	**$438.00**
	29. Stay In Place Form Details (Std.)									2		2									4	$438	**$438.00**
	30. General Notes for Steel Bridge Structures (1 of 2)				1					2		4									7	$831	**$831.00**
	31. General Notes for Steel Bridge Structures (2 of 2)				1					2		4									7	$831	**$831.00**
	32. Bridge Name Plate (Std.)									2		2									4	$438	**$438.00**
	33. Standard Details for Steel H-Piles (Std.)									2		2									4	$438	**$438.00**
																					0	$0	**$0.00**
1214	Hydraulic modeling																				0	$0	**$0.00**
1215	Erosion and Sediment Control Plans								8			120									128	$13,048	**$13,048.00**
	Roadway Cross Sections								20				40								60	$5,300	**$5,300.00**
1216	Opinion of Probable Cost	8							20				40								68	$7,492	**$7,492.00**
1217	Permits																				0	$0	**$0.00**
	SWPPP											24									24	$2,400	**$2,400.00**
	ADH					12						12									24	$3,384	**$3,384.00**
	404 Nationwide					4					30										34	$3,968	**$3,968.00**
	Short Term Activity permit											16									16	$1,600	**$1,600.00**
	ARDOT Permits											24									24	$2,400	**$2,400.00**
1218	Specification	40					20					80									140	$22,120	**$22,120.00**
1219	100% Submittal	8							40				40								88	$10,112	**$10,112.00**
																					0	$0	**$0.00**
		56	20	44	58	16	60	0	294	399	30	1092	420	0	0	0	0	0	0	0	2969		**$264,917.00**

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APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - BATTLEFIELD

	Hourly Billing Rate ---->>>>	$274.00	$217.00	$203.00	$193.00	$182.00	$159.00	$147.00	$131.00	$119.00	$109.00	$100.00	$67.00	$154.00	$122.00	$86.00	$166.00	$99.00	$87.00	$135.00			
	Tuesday, May 25, 2021																						
Task No.	**Description of Work Items / Tasks**	**PRIN/SPM**	**PM/RWM**	**SM**	**TM2**	**TM1**	**SE2**	**SE1**	**PE/DES/CM**	**E3 / SR TECH**	**E2/PP/PS**	**E1**	**TECH/PA**	**SURM**	**SS**	**ST**	**SC2**	**SO/RPR**	**ADMIN**	**GE**	**Total Manhours**	**Total Labor Fee**	**Subtotal**	
1300	**ROW ACQUISITION**																						
1301	Right of Entry		10	10								12									32	$5,400	**$5,400.00**	
1302	Ownerships		8	8								12									28	$4,560	**$4,560.00**	
1303	Appraisals		10	10								10									30	$5,200	**$5,200.00**	
1304	Negotiations		85	85								125									295	$48,200	**$48,200.00**	
1305	Agreements and Closing		85	85								125									295	$48,200	**$48,200.00**	
1306	Call Logs		12	14								30									56	$8,446	**$8,446.00**	
																					0	$0	**$0.00**	
		0	210	212	0	0	0	0	0	0	0	314	0	0	0	0	0	0	0	0	736			**$120,006.00**
1400	**BIDDING**																				0	$0	**$0.00**	
1401	Bidding	8		8		20			40												76	$12,696	**$12,696.00**	
																					0	$0	**$0.00**	
																					0	$0	**$0.00**	
		8	0	8	0	20	0	0	40	0	0	0	0	0	0	0	0	0	0	0	76			**$12,696.00**
1500	**CONSTRUCTION PHASE SERVICES**																				0	$0	**$0.00**	
1501	Staking													40	80		400				520	$81,920	**$81,920.00**	
1502	Administration																				0	$0	**$0.00**	
	Pre-Construction Meeting	4		4	4				8			4						4			28	$4,488	**$4,488.00**	
	Construction Management	20							200												220	$31,680	**$31,680.00**	
	Bridge Staff				8				24			40									72	$8,688	**$8,688.00**	
	Change Orders								40			40									80	$9,240	**$9,240.00**	
	Final Walk Through	4		4	4				8			4						4			28	$4,488	**$4,488.00**	
1503	Observation and Testing												780					1300			2080	$169,260	**$169,260.00**	
1504	Closeout																				0	$0	**$0.00**	
	Certification	4			4																8	$1,968	**$1,968.00**	
	As-built survey			8											16		80				104	$16,776	**$16,776.00**	
	Record Drawings								40			60									100	$11,240	**$11,240.00**	
																					0	$0	**$0.00**	
		32	0	16	20	0	0	0	320	0	0	148	780	40	96	0	480	1308	0	0	3240			**$339,648.00**
																					0	$0	**$0.00**	
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			**$0.00**
																					9535			
	Total Manhours	362	250	448	135	44	100	0	974	516	140	2,042	1,632	58	264	198	842	1,308	184	48	9,535	$1,149,833	**$1,149,833.00**	**$1,149,833.00**
	Total Labor	$99,188	$54,250	$90,944	$26,055	$8,008	$15,900	$0	$127,594	$61,404	$15,120	$204,200	$109,344	$8,932	$32,368	$17,028	$139,930	$117,720	$17,848	$6,480		$1,149,833	**$1,149,833**	
	Total Expenses																						**$248,811**	
	Labor Adjustment for Work performed in Future Years																						**$36,412**	
	Total Not to Exceed Fee																						**$1,435,056**	

olsson

LABOR RATE BILLING SCHEDULE 2021

LABOR RATES

Description	Range
Principal/Senior Professional.....	140 - 275
Project Manager.....	110 - 180
Project Professional.....	90 - 145
Assistant Professional.....	60 - 125
Designer.....	70 - 135
CAD Operator.....	40 - 100
Survey.....	50 - 140
Survey Crew.....	120 - 160
Construction Services.....	50 - 170
Administrative/Clerical.....	40 - 100

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

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

Classification	Cost
Automobiles (Personal Vehicle)	$0.56/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Updated for Year 2021

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH OLSSON INC., FOR ENGINEERING AND PROJECT SERVICES FOR EAST BATTLEFIELD IMPVTS.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Olsson Inc. for engineering and project services for East Battlefield Impvts (MUNIS #21ST0001) in an amount of $1,435,056.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for Walton and Central Intersection. The cost of this contract will be $568,137.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$568,137.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Wednesday, June 30, 2021

Re: PSA for Walton and Central Intersection (MUNIS# 21ST0017)

Project Description:

The project consist of the construction of dual eastbound and westbound left turn lanes, longer storage bays eastbound and westbound, and dedicated northbound and southbound right-turn bays to the existing Walton Boulevard and Central Avenue intersection.

Olsson Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $568,137.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Olsson Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

Munis #21ST0017

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **WALTON AND CENTRAL INT** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **OLSSON, INC.**, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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** Five Hundred Sixty-Eight Thousand, One Hundred Thirty-Seven Dollars ($568,137), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**OLSSON, INC**
CITY	ENGINEER
	[redacted]
BY	BY RON MERSCH
MAYOR	**REGIONAL MANAGER**
TITLE	TITLE
	JUNE 23, 2021
DATE SIGNED	[redacted]
	BY RICHARD D HERRICK
	VICE PRESIDENT
	TITLE
	JUNE 23, 2021
	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

THIS PROJECT IS CONSISTS OF INTERSECTION IMPROVEMENTS AT WALTON BOULEVARD AND CENTRAL AVENUE INCLUDING DUAL EASTBOUND AND WESTBOUND LEFT-TURN LANES AND NORTHBOUND AND SOUTHBOUND RIGHT-TURN LANES. THE PROJECT WILL INCLUDE MILL & OVERLAY OF THE EXISTING PAVEMENT, FULL DEPTH PAVEMENT WIDENING, AND TRAFFIC SIGNAL RECONSTRUCTION.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECTp, 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 ENGINEER shall have prior approval of the CITY.
- See Appendix C for detailed Scope of Services.

APPENDIX C – SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

WALTON BOULEVARD & CENTRAL AVENUE INTERSECTION

CITY OF BENTONVILLE, ARKANSAS

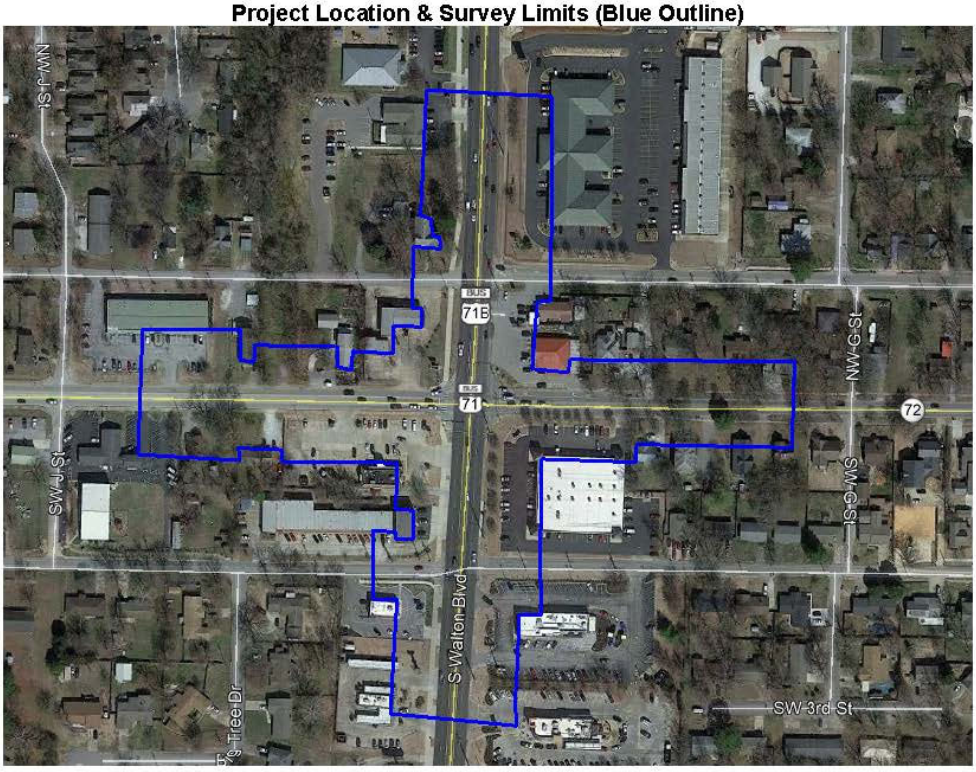
SURVEYS, PRELIMINARY AND FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION PHASE SERVICES

This exhibit is hereby attached to and made a part of the Professional Services Agreement dated July 13, 2021 between The City of Bentonville, Arkansas ("City") and Olsson, Inc. ("ENGINEER") providing for professional services. ENGINEER's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION MAP

This project is consists of intersection improvements at Walton Boulevard and Central Avenue including dual eastbound and westbound left-turn lanes and northbound and southbound right-turn lanes. The project will include mill & overlay of the existing pavement, full depth pavement widening, and traffic signal reconstruction.

Project Location & Survey Limits (Blue Outline)



SCOPE OF SERVICES

Phase 100 – Project Management

Task 101: **Project Management** – The ENGINEER Project Manager (PM) will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of the project team and sub-consultants, and provide regular progress reports with invoices.

The ENGINEER PM will coordinate their design with other City departments, outside agencies and/or other consultants that are involved with this project or adjacent projects.

The ENGINEER PM will be responsible for preparing a Project Management Plan, Quality Control Plan, and maintaining a web-based document management system utilizing Smartsheet (or other approved software) and will provide access to the City. ENGINEER and City Project Managers will work together to determine content and file structure.

ENGINEER will create and maintain a decision log matrix to track and document significant decisions and how they were reached.

Phase 200 – Project Meetings

Task 201: **Kick-Off Meeting** – Once notice to proceed has been received, the ENGINEER will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the ENGINEER shall be responsible for notification to attendees.

Task 202: **Review Meetings** – ENGINEER will schedule and attend review meetings to receive the City's review comments from the 30%, 60%, and 90% submittals. (3 meetings)

Task 203: **Monthly Progress Meetings** – ENGINEER will provide monthly progress updates to the client to review progress, and to discuss any questions or issues that arise during the design. Progress updates may be by telephone or email or in-person meetings. Six (6) in-person meetings are included in this scope.

Task 204: **Additional Meetings** – ENGINEER will attend and present at additional meetings as follows:

- Pre-Application Meeting – The ENGINEER will attend with the City a pre-application meeting.
- City Council Meeting – The ENGINEER will attend with City staff a City Council meeting during the Final Design Phase of the project.

Phase 300 – Public Engagement

Task 301: **Stakeholder Database** – ENGINEER will develop and manage a database of project stakeholders to include residents, property owners, organizations,

agencies, City staff and officials, project team members and other parties who may be interested in or impacted by the project. Management of the database will include tracking meeting attendance, comments, responses, and contacts (phone calls, emails, etc) made by the individual and ENGINEER. This same database will be utilized during the right-of-way and easement acquisition process to track appraisals and negotiations as they occur. (Work effort for this Task is included under Task 1301)

Task 302: **Stakeholder Notification** – ENGINEER will notify adjacent property owners that survey crews will be in the area prior to the commencement of field surveys. Notification will be via mailed letters. Surveyors, geotechnical staff, and other field personnel will be provided postcards containing project name, project area and contact information to provide to individuals when asked questions during the field operations. It is assumed that formal "Right-of Entry" documents are not required.

Task 303: **Project Presentations** – No separate project web site is required. ENGINEER will prepare pre-recorded videos or narrated presentations describing the project, current project status, and project schedule for posting on the City's web site. Preparation of two videos/power points are included in this scope; one at the completion of Preliminary Design (60%) and one at completion of Final Design (100%). The Final Design video/power point will also be utilized for the City Council meeting described in Task 204.

Task 304: **Public Meetings** – No public meetings are included in this scope

Phase 400 – Utility Coordination

Task 401: **Utility Review Meeting/Coordination (1 Meeting)** – The ENGINEER shall distribute the plans to public and private utility companies for verification of ownership, type, size, and location of their facilities. Time will be included for coordination via the phone and one (1) utility coordination meeting.

- Plans will be submitted to the utility companies at 30% to verify the location of their existing facilities as shown on the plans.
- Plans will be submitted to the utility companies at 60% to allow them to identify potential conflicts with the proposed design and to begin planning for any required relocations or adjustments. A utility coordination meeting will be conducted as part of the 60% review.
- Plans will be submitted to the utility companies at 90% to finalize coordination of any required relocations and adjustments.
- Additional coordination via telephone with individual utility companies will be provided.
- Potholing to verify location at key utility crossings may be required. For this project we have included potholing at 6 locations

Phase 500 – Survey Services

Task 501: **Topographical Survey** – The ENGINEER will perform the necessary topographic surveys which will include existing items such as above ground utilities, trees, road centerline, intersecting streets, drives, cross-sections and profiles necessary to

design and construct the project. The topographic survey will be performed using electronic 'Total Station' and/or GPS equipment technology.

Natural topographic features and man-made features will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. Topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.

The limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information for slope tie-ins. The survey limits will extend 300 feet beyond the end of the project limits. The topographic survey will extend along intersecting streets a minimum distance of 100 feet and will be at least 100 feet in width. Channel meanders will be identified and surveyed along their flowlines for 300 feet from roadway centerline including stream cross sections up and down stream to confirm the hydraulic modeling. The survey limits are defined on the project location map.

Task 502: **Base Map Preparation** – ENGINEER will create the base map using the above topographic survey data. Drawings will be provided in AutoCAD format. The Base Maps will include all topographic information, existing underground and aerial utilities, existing right-of-way lines, lot lines, and property lines

Task 503: **Control and Land Corners** – The ENGINEER shall provide a list of horizontal control points with coordinates and descriptions. Horizontal control will be referenced to the Arkansas Coordinate System 1983, North Zone. Vertical control will be referenced to NAVD 88.

Horizontal and vertical control will be established using the National Geodetic Survey (NGS) Online Position User Service (OPUS) or from local city monuments, if available.

The ENGINEER will survey section and/or property corners as needed to create the base maps right-of-way drawings.

Bench levels will be run by direct leveling methods, (no "side shots" will be permitted). Levels will close within an allowable error of five-hundredths (0.05) of a foot times the square root of the length of the level loop in miles. The ENGINEER will run a closed level circuit, establishing intermediate benchmarks along the project and on intersecting streets beyond the limits of the project. This level circuit will be tied to NAVD 88.

Task 504: **Utility Locates** – Arkansas One Call will be contacted, and utilities will be drawn from surveying above ground features and will include markings by utility companies resulting from the locate request. Any information supplied by utility companies will also be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The ENGINEER will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

Task 505: **Staking of ROW and Easements** – The ENGINEER, during the ROW Acquisition Phase, will stake the location of the existing and new ROW and new Easement

locations to assist the property owner in visualizing the acquisition lines. Staking will consist of lathe with colored flagging.

Phase 600 – Geotechnical Exploration

Task 601: **Geotechnical Borings** – ENGINEER to contact Arkansas One Call System to locate underground utilities.

Field Exploration

ENGINEER will use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:

- Six (6) soil test borings to a depth of 15 feet each

The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a maximum drilling footage of 90 linear feet.

- Pavement cores will be collected from boring locations.
- Split spoon and/or thin-walled tube samples will be collected from the soil test borings.
- We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.
- After obtaining groundwater level readings, we will backfill the borings with soil cuttings and patch pavements as necessary.
- A visual pavement evaluation will also be completed.

Task 602: **Laboratory Services** – At our laboratory, unconfined compressive strength, moisture content, and in-place unit weight tests will be performed on representative portions of selected thin-walled tube samples. Moisture content tests will be performed on all samples. Atterberg limits tests will also be performed upon representative samples of typical subsurface conditions encountered across this site. Up to one CBR test will be completed on a bulk sample.

Task 603: **Pavement Design** – Pavement sections shall be designed in accordance with the procedures and criteria of the AASHTO Guide for Design of Pavement Structures, latest edition, and the criteria contained in the City's Minimum Standard Specifications for Streets. Any conflicts shall be resolved in favor of the more stringent criteria resulting in a stronger and deeper pavement section.

Task 604: **Evaluation and Geotechnical Report** – A geotechnical engineering report will be prepared under the direction of a registered professional engineer based on the findings of the field and laboratory programs. The report will include a boring location plan, computer-generated boring logs, results of the laboratory testing program and a description of the surface and subsurface conditions encountered at the site. In addition, the report will present our opinions and recommendations regarding the following items:

- Generalized geotechnical site preparation concerns addressing fill subgrade preparation, earthwork placement, fill compaction criteria, excavatability of any bedrock, and suitability of on-site materials for use as structural fill

- Recommendations for the design of pavement sections.
- Pavement subgrade preparation
- Generalized subsurface drainage requirements for fill and pavement areas

Phase 700 – Environmental Documentation

Task 701: **Desktop Environmental Review** – ENGINEER will review the project for cultural, wetlands and stream, and threatened and endangered species. The review will use desktop resources publicly available or provided by the city. A memo will be provided that summarizes the results of the cultural resources, threatened and endangered species and wetland and stream review.

Cultural Resources Review – ENGINEER will review the national register of historic places to determine potential cultural resources near the project. Should a federal nexus (e.g., nationwide permit) occur, the project will be sent to the SHPO for review.

Threatened and Endangered Species Evaluation – ENGINEER will evaluate the site for any potential issues associated with threatened and endangered (T&E) species. The T&E species evaluation will include a desktop review of threatened and endangered species, which will include using the U.S. Fish and Wildlife Service (USFWS) approved online Information for Planning and Conservation (IPaC) service to analyze the property for the likely presence of federally listed species or T&E species critical habitat.

Wetland and Stream Desktop Review - The wetland delineation and stream assessment consist of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery. The wetland and stream desktop review will determine if a field delineation is needed.

Task 702 (Optional): Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation – NOT INCLUDED IN THIS SCOPE

Task 703 (Optional): Cultural Resources Field Study – NOT INCLUDED IN THIS SCOPE

Task 704 (Optional): Nationwide Permit – NOT INCLUDED IN THIS SCOPE

Phase 800 – Traffic Studies

A traffic study shall be performed to verify the proposed turn lanes are appropriate for current and future traffic volumes.

The study area includes the following intersections along the corridor:

- Walton Boulevard & NW 2nd Street
- Walton Boulevard & Central Avenue
- Walton Boulevard & SW 2nd Street

Task 801: **Data Collection**: No traffic counts are required. All traffic counts will be provided by the City as needed. Typical weekday AM and PM peak hour will be determined. If no counts are not available for non-signalized intersections within the study area, volumes will be assumed based on interpolation of nearby counts and engineering judgement.

Olsson will conduct an aerial imagery investigation of the roadway system surrounding the proposed development to determine existing conditions such as intersection geometrics, intersection and driveway spacing, and existing traffic control.

Task 802: **Trip Generation Comparison and Trip Distribution:** As there are no undeveloped parcels, no trip generation or distribution is included with this project.

Task 803: **Traffic Analysis:** Olsson will conduct capacity and queuing analysis of the study area for the typical weekday AM and PM peak hour for the following scenarios:

- Existing Conditions
- Future Conditions (2040): Existing volumes will be grown based on historical values for 20 years unless the city has model volumes.

The proposed geometrics at the intersection will be utilized as a starting point. Capacity analysis will verify the proposed traffic control and geometric improvements. Queuing analysis will provide the basis for determining the needed length of any auxiliary lanes. Capacity and queuing analysis will be conducted for the study intersections listed in Task 800.

Figures and/or an evaluation matrix will be prepared to evaluate the traffic control that considers the following factors:

- Stop and Signal Warrants
- Safety factors
- Level of Service (LOS)
- Cost

Additional evaluation items which may be used to evaluate intersection alternatives may include impacts to alternative modes of travel and coordination with surrounding traffic signals. A review of the potential for additional safety features which will also be considered.

Task 804: **Draft and Final Report:** A draft memo will be prepared that summarizes the information collected, our analysis, and recommendations. Appendices will not be included in the draft report unless requested. The draft memo will be submitted to the City of Bentonville for review and discussion. Any comments will be addressed, and a final memo submitted with any appendices. The results of the recommendations in the traffic study will be implemented with the design.

Phase 900 – Alternative Analysis – NOT INCLUDED IN THIS SCOPE

Phase 1000 – Concept Design (10% and 30% plans)

Task 1001: **10% Concept Road Design** – Concept layout of the basic roadway geometrics will be developed based on local, AASHTO and ARDOT design standards, as applicable.

The roadway plans will be developed to include the appropriate information at each plan stage and will continue to evolve as pertinent information is added to the plans to convey the design intent. The 10% concept plans will include:

- Title Sheet
- Typical sections
- Survey control and alignment sheet
- Plan & Profile Sheets

Task 1002: **Design Memorandum** – ENGINEER, as part of the 10% submittal will prepare a design memorandum outlining the design criteria for the project and submit for agreement by the City's Project Manager.

Task 1003: **30% Concept Road Design** – Continuing with the completed and approved 10% conceptual plans, 30% construction plans will be developed based on local, AASHTO and ARDOT design standards, as applicable.

The 30% preliminary plans will include:

- Title Sheet
- Typical sections
- General Notes Sheet
- Survey control and alignment sheet
- Demolition Plan
- Plan & Profile Sheets
- Storm Drainage Layout
- Drainage Area Map
- Traffic signal general layout (if required)

Task 1004: **Hydrology and Hydraulics Design – NOT INCLUDED IN THIS SCOPE**

Task 1005: **Storm Drainage Plans** – ENGINEER will prepare preliminary drainage map and storm sewer layout and sizing for street storm sewer and culvert crossings.

Task 1006: **Traffic Signal Plans** – ENGINEER will prepare a general layout of the proposed traffic signal meeting City and ArDOT traffic signal standards at the following intersection(s):

- Walton Boulevard & Central Avenue

The layout will include traffic signal poles, pedestrian push button locations, service boxes, cabinet, and power source location.

Task 1007: **Preliminary Bridge Design – NOT INCLUDED IN THIS SCOPE**

Task 1008: **Utility Relocation Plans:** The ENGINEER will identify preliminary utility relocation/adjustment locations for City owned utilities where in conflict with the proposed construction. Conflicts will be identified for City owned water and sanitary sewers as part of the 30% design effort.

Task 1009: **Opinion of Probable Cost:** The ENGINEER shall prepare a total project opinion of probable cost including engineering, right-of-way, construction, and construction engineering on the appropriate forms.

Phase 1100 – Preliminary and Right-of-Way Design (60% Plans)

Task 1101: **Right-of-Way Plans** – This task will be to take the approved 30% design plans from 30% to 60% complete. The right-of-way plans with this project will include detailed storm system profiles, drive/intersection profiles, channel grading, and other special grading or considerations that could affect right-of-way or easements. The plans will include location of proposed right-of-way and easements and will be used for utility coordination.

The right-of-way plans will include:

- Title Sheet
- General Notes Sheet
- Survey control and alignment sheet
- Typical sections
- Plan & Profile Sheets
- Demolition Plan
- Drainage Area Map
- Storm Sewer System Plan and Profiles
- Utility Relocation/Adjustment Plans (if required)
- Traffic Signal Preliminary Plans (if required)
- Street Lighting Preliminary Plans
- Preliminary Signing and Striping Plans
- Preliminary Construction Phasing Plans
- Landscaping Preliminary Plans
- Roadway Cross Sections

Task 1102: **Special Grading Plans** – ENGINEER will develop preliminary special grading plans for areas where special grading may be required.

Task 1103 **Storm Drainage Plans** – ENGINEER will prepare preliminary storm sewer layout sizing, drainage map and profiles for the street storm sewer and the culvert crossing for inclusion in the 60% plans.

Task 1104: **Utility Relocation Plans:** The ENGINEER will prepare preliminary utility relocation/adjustment plans for city owned utilities where in conflict with the proposed construction. Preliminary design will be included in the 60% plans for City owned water and sanitary sewer.

Task 1105: **Traffic Signal Plans** – Further develop the design for a new signal(s) at the previously listed intersections. 60% traffic signal plans will include all pole

layouts, service boxes, cabinet, power source, conduit, detection zones, fiber interconnect (if needed), and detail sheets.

Task 1106: **Street Lighting** – ENGINEER will coordinate with the Bentonville Electric Utility Department (BEUD) regarding preliminary street lighting plans. Street lighting design and plans will be prepared by BEUD.

Task 1107: **Signing and Marking** – ENGINEER will develop preliminary permanent roadway signing and pavement marking plans meeting City, ArDOT, and MUTCD standards.

Task 1108: **Construction Phasing Plans -** ENGINEER will develop preliminary construction phasing plans for the project.

Task 1109: **Landscaping Plans** – ENGINEER will prepare preliminary landscaping (tree plantings) plans.

Task 1110: **Preliminary Bridge Design – NOT INCLUDED IN THIS SCOPE**

Task 1111: **Right-of-Way/Easement Descriptions** – The ENGINEER will contract with a local abstractor/title company to provide an Ownership and Encumbrance Title Report (O & Es) for use in determining ownership of parcels adjoining the project. Right-of-Way (ROW), Temporary Construction Easements (TCE), and Permanent Drainage/Utility Easement (PDE) descriptions plus exhibits will be prepared for this project. The descriptions and accompanying exhibits will be provided to the City in electronic format on forms provided by the City. Assumed for this project are:

- 14 number of parcels
- 14 New ROW descriptions and exhibits
- 0 PDE descriptions and exhibits
- 14 TCE descriptions and exhibits
- Note that the property owner research and Title work is included under Task 1302.

Task 1112: **Opinion of Probable Cost:** The ENGINEER shall prepare an updated total project opinion of probable cost including engineering, right-of-way, construction, and construction engineering on appropriate forms

Phase 1200 – Final Design Phase (90 and 100 Percent Plans)

Task 1201: **Final Design Plans** – Based on the approved 60% plans, ENGINEER shall prepare final construction plans and specifications in accordance with local, AASHTO, and ARDOT design standards, as applicable. All sheets included in the 100% PS&E plan set will also be included in the 90% submittal. This includes, but is not limited to, the following sheets:

- Title Sheet
- General Notes Sheet
- Survey control and alignment sheet
- Typical Section Sheets
- Roadway Plan and Profile Sheets
- Demolition Plan

- Special Grading Plans (as necessary)
- Drainage Area Map
- Storm Drainage Plan & Profiles
- Utility Relocation/Adjustment Plans
- Intersection and ADA Ramp Details
- Traffic Signal Plans
- Street lighting Plans
- Signing and Striping Plans
- Construction Phasing Plans
- Construction Traffic Control Plans
- Landscaping Plans
- Standard and Special Details
- Erosion and Sediment Control Plans
- Roadway Cross Sections

Task 1202: **Special Grading Plans** – ENGINEER will develop final special grading plans for areas where special grading may be required.

Task 1203 **Storm Drainage Plans** – ENGINEER will prepare final storm sewer layout, sizing, drainage map and profiles for the street storm sewer and the culvert crossing.

Task 1204: **Utility Relocation Plans:** ENGINEER will prepare final utility relocation/adjustment plans for city owned water and sewer utilities where in conflict with the proposed construction.

Task 1205 **Intersection and ADA Ramp Details** – ENGINEER will prepare sidewalk ramp details meeting ADA requirements. Where cross-slope transitions are required at intersections, ENGINEER will prepare intersection details with spot elevations or curb return profiles, as necessary.

Task 1206: **Traffic Signal** – The ENGINEER will develop final traffic signal plans and details for the previously listed intersections.

Task 1207: **Street Lighting** – ENGINEER will coordinate with the Bentonville Electric Utility Department (BEUD) regarding final street lighting plans. Street lighting design, plans, quantities, and specifications will be prepared by BEUD.

Task 1208: **Signing and Marking Plans** – ENGINEER will finalize the permanent pavement marking and roadway signage plans.

Task 1209: **Construction Phasing Plans -** ENGINEER will develop final construction phasing plans for the project.

Task 1210: **Traffic Control Plan** – ENGINEER will develop detailed traffic control plans in conformance with MUTCD and ARDOT standard of practice.

A temporary span wire traffic signal will be designed as part of the traffic control plans if required.

Task 1211: **Landscaping Plans** – ENGINEER will develop final landscaping plans for tree plantings.

Task 1212: **Standard and Special Details** – ENGINEER will prepare other standard and special detail sheets required for construction.

Task 1213: **Bridge Final Design and Plans – NOT INCLUDED IN THIS SCOPE**

Task 1214: **Hydraulic Modeling – NOT INCLUDED IN THIS SCOPE**

Task 1215: **Erosion and Sediment Control Plans** – ENGINEER will prepare final erosion and sediment control plans.

Task 1216: **Opinion of Probable Cost** – The ENGINEER shall prepare an updated opinion of probable cost.

Task 1217: **Permits** – The ENGINEER shall prepare and submit on behalf of the Client the following permits, agreements, certifications, and forms.

- SWPPP - NPDES Permit
- ADH Approval (if required)
- ARDOT permits (if required)

Task 1218: **Specifications and Job Special Provisions** – ENGINEER will submit Specifications and Special Provisions with this submittal including all EJCDC front-end documents

Task 1219: **Final PS&E** – Upon incorporating the 90% review comments into the plan set and special provisions, ENGINEER shall prepare and submit all drawings, special provisions, and an updated total project opinion of probable cost to the City's Project Manager for the 100% PS&E submittal. Upon City acceptance of the PS&E plans, ENGINEER shall submit the bid package in electronic PDF format to the City's Project Manager. The bid package includes sealed drawings and sealed special provisions.

Phase 1300 – Right-of-Way Acquisition

The ENGINEER will conduct Right-of-Way and Easement Acquisition services as described below. For this project we have assumed 14 parcels.

Task 1301: **Right of Entry** – Obtain verbal or written right of entry from impacted landowners for various field work associated with the project. The database and notification work per Task 301 and 302 is included under this Task 1301.

Task 1302: **Ownership Research/Title Research** – ENGINEER shall complete initial research to identify impacted landowners and shall coordinate through a title company to obtain title reports and/or commitments as needed to support survey work and acquisition closings.

Task 1303: **Appraisal** – ENGINEER shall sub-consultant appraisal services through one or more appraisal firms. Independent appraisal reviews by a secondary appraiser are not contemplated in this work.

Task 1304: **Negotiation** – ENGINEER shall make initial offers to impacted landowners based upon the ROW and Easement descriptions, associated exhibits, plans, and appraised values, and negotiate settlements where necessary.

Task 1305: **Agreement preparation and closings** – ENGINEER shall prepare option or purchase agreements and associated deeds based upon the City's standard forms. ENGINEER shall coordinate closings through a title company.

Task 1306: **Matrices and Call Logs -** ENGINEER shall update and maintain matrices and call logs to track acquisition progress and make that information available to the City through Smartsheet.

Phase 1400 – Bidding Phase

Task 1401: **Bidding –**

- Advertise for and obtain bids for the proposed work
- Answer Requests for Information (RFIs)(Scope assumes up to 10 RFIs)
- Prepare Addenda (Scope assumes up to 2 addenda)
- Attend Bid Opening

Phase 1500 – Construction Phase Services

Construction Phase Services – The scope of this work includes the pre-construction preparation, construction staking, observation and administration, materials testing, post-construction documentation and project closeout for the project. The estimated fee is based on 180 calendar days.

Task 1501: **Construction Staking (one time)**

- Stake survey control points for general contractors use (one time).
- Stake Right-of-Way
- Stake Temporary Construction Easements
- Stake storm water structures
- Stake driveway and street saw cuts for demolition
- Stake waterline and fire hydrants
- Stake sidewalks and ADA ramps
- Stake curb and gutter
- Stake driveways
- Stake traffic signals/signs

Task 1502: **Construction Administration**

- Assist the City in planning and conducting a pre-construction meeting
- Perform review of shop drawings and materials submittals and issue back to contractor
- Provide professional review and coordination throughout construction, including periodic attendance at progress meetings, schedule reviews, dealing with contractor and utility issues, issuance of field orders, work change directives, and change orders, and review and approval of contractor's pay applications.
- Receive contractor requests for interpretation or clarification on the intent of the contract specifications during construction and issue responses. Coordinate with the City, the communication of such responses to the prime contractor.

- Determine whether or not the contractor is generally adhering to the specifications and plan documents, and schedule through on-going observations.
- Report to City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with the contract documents.
- Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
- Provide review of final documentation including the final pay estimate, final change order and punch list review.
- Provide Record Drawings based on plan markups provided by the contractor

Task 1503: Construction Observation and Materials Testing

- See the attached "Duties of Resident Project Representative"
- Construction Observer(s) to review plans and construction documents and set up appropriate field documentation books.
- Perform part-time construction observation and document the work in progress.
- Compile a daily diary that documents weather conditions, contractor(s) construction activity, contractor's personnel, equipment utilized, and discovered irregularities in the materials used or quality of work performed.
- Determine the contractor's compliance with the contract and specifications and reject work and/or materials that are not in compliance.
- Provide observation and documentation of the project traffic control and detour signage and communicate deficiencies to the contractor.
- Provide construction materials testing and reporting in accordance with the testing frequencies outlined in Article 800 of the City's Minimum Standard Specifications for Streets and the Arkansas Department of Transportation LPA manual, including concrete air, slump and cylinders; soil and base rock proctors and Atterberg limits; aggregate gradations and deleterious substances; soil density testing; aggregate base rock density testing; storm sewer trenches; asphaltic concrete density testing by nuclear gauge; and asphalt content of hot mix asphalt.
- The ENGINEER's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided daily to the designated field representative if requested. Field reports will be reviewed by our project manager and transmitted to the Client, Architect, Structural Engineer, General Contractor, and Building Official.
- Following completion of the project, ENGINEER will prepare a final summary report stating its opinion regarding whether the portions of the work that were observed, inspected and/or tested were in compliance with the project specifications.

See Assumptions and Exclusions section of this scope of services.

Task 1504: Project Closeout

- Certification of Project – ENGINEER shall provide a certification that the project has been constructed in accordance with the Record Drawings.

- As-built survey – ENGINEER will conduct a survey of the completed project to verify the as-built condition. The survey will include roadway centerline, and all storm drainage related elements such as top and inverts of drainage structures,

verification of culvert dimensions and pipe diameters, top of any berms or levees and any detention basins. Curbs, sidewalks, multi-use paths, driveway and other roadway elements will not be surveyed unless a design change was made during construction.

- Record Drawings – ENGINEER will prepare record drawings reflecting information gathered during the as-built survey and from markups provided by the contractor.

DELIVERABLES:

- Project Management Plan including the Quality Management Plan
- Meeting notes
- Design Memorandum
- Electronic plan submittals for concept, preliminary and final designs
- Opinions of probable construction costs with each submittal
- Contract documents and specifications for the final design submittal
- Two recorded presentations
- Geotechnical Report
- Environmental Review Memo
- Signed option or purchase agreement and/or final signed conveyance deed
- Appraisal report for each acquisition
- Final Call Log and Matrix
- Title policies (if applicable)
- Construction Reports
- Record Drawings

ASSUMPTIONS:

We have made assumptions in the preparation of this scope of services. These assumptions and subsequent explanations are as follows:

- Plans will be completed for one bid package. Splitting the plans into multiple plan sets would require a contract amendment.
- All permit and mitigation fees will be paid by the Client.
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities except for City owned waterline and sanitary sewer which are included in the plans.
- Geotechnical boring locations are easily accessible from the existing roadway.
- The geotechnical borings for the Battlefield Blvd, Walton and Central Intersection, and Opal Road projects will be completed during the same mobilization.
- ROW Acquisition fees are estimated on a per parcel basis.
- ENGINEER shall attend up to two (2) in-person meetings per owner for ROW negotiations/acquisitions.
- Assumes one appraisal for each acquisition.
- Assumes that each acquisition will be staked and will close through a title company.
- No Phase I environmental due diligence for acquisitions
- Assumes that negotiations to acquire property will begin at completion of the 60% design plans.

- Assumes that there are no total acquisitions or relocations.
- ENGINEER is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. ENGINEER's sole obligation is to report its observation, inspection and test results to Client as provided herein. The above Scope of Work was prepared without the anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors for the project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out-of-scope services. ENGINEER will notify the City if construction testing frequencies and site visits are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services.
- The estimated hourly fee shown for construction staking is an estimate based on one-time staking of each of the specified elements. The City understands that the Contractor may or may not request all the items contained in this estimate. Additionally, there may be items not shown in this estimate that the Contractor may request ENGINEER to stake. Up to 2 days of re-staking or additional staking is included is the estimate. Re-staking or additional staking beyond that estimated shall be considered additional services and will be billed hourly.
- Estimate for observation and testing is based on 180 calendar days. Observation is estimated at approximately part-time and assume that that at least two projects are under construction during the same period. Days are estimated at 5-hour days and includes travel time. Field testing is estimated at 2-hours per day including travel time. Time required beyond the estimated days may require a contract amendment. Labor for lab testing is included in the unit price for the test.
- Construction testing, inspection, observation and management does not include relocations for private utilities (gas, communications, etc) and utility relocations prior to the selected contractors notice to proceed.
- Fees are an estimate of the actual work necessary to complete the work and Olsson can shift funds between contract phases and tasks as necessary to complete the work. Fees cannot be shifted to a future phase until the current phase has been submitted and accepted by the City.
- Other assumptions identified within the scope of services.

EXCLUSIONS: Exclusions include, but are not limited to, the following:

- Traffic and Pedestrian counts
- Pedestrian detour plans
- Lighting Analysis
- Operational analysis of intersections/access not specifically mentioned in the scope.
- Temporary or permanent signal timing
- Sign cross sections
- Earthwork balance calculations
- Concrete jointing plan
- Detention and water quality design
- Detailed structural and retaining wall design, unless specifically noted
- Irrigation design
- Private utility design, including electric, gas, and communications.
- Environmental investigation, permitting beyond those noted in the scope including:
    - Individual Section 404 Permit Application

    - Additional Site Visits with the US Army Corps
    - Agency or Client Meetings, Other Than Phone Call Discussions
    - Changes in Project Design or Location Requiring Changes to the Report
    - Migratory Bird Treaty Act Nesting Surveys
    - Bald and Golden Eagle Nest Surveys
    - Agency Requested Threatened and Endangered Species-Specific Survey
    - Further coordination with USFWS and any further assessments.
    - Agency Requested Historic or Cultural Resource Surveys
    - Wetland Mitigation Services beyond those indicated in the scope of services
    - Noise Studies
    - Archaeological surveys
- Environmental Assessment
- Environmental Impact Statement
- Renderings, 3D Modeling, traffic studies, and visualization
- Any services not specifically detailed in the scope.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
   a. Record date of receipt of Shop Drawings and samples.
   b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
   c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
   a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
   b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
   c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
   a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
   b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
   a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
   b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
   c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
   d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
    b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

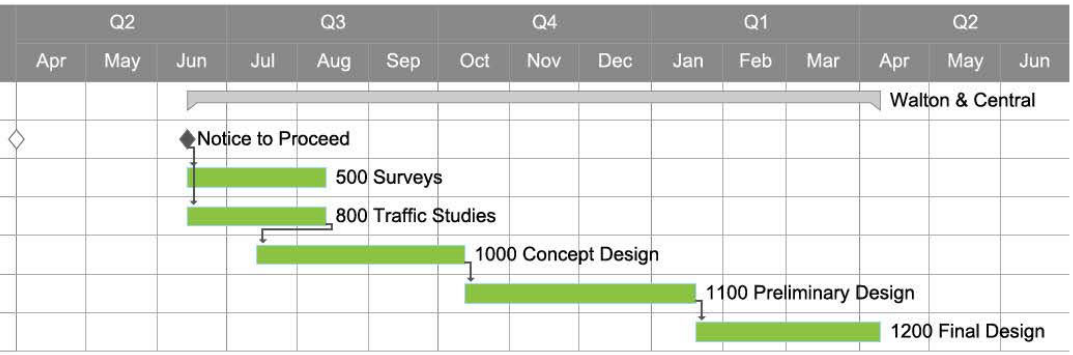
Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

Walton & Central

ROW Acquisition, Utility Relocation, and Construction not shown on schedule. ROW Acquisition and Utility Relocation may impact schedule.

	Start	Finish	Duration
1	06/14/21	04/09/22	300d
2	06/14/21	06/14/21	0
5	06/14/21	08/12/21	60d
8	06/14/21	08/12/21	60d
9	07/14/21	10/11/21	90d
10	10/12/21	01/19/22	100d
11	01/20/22	04/09/22	80d



BENTONVILLE - WALTON BLVD & CENTRAL AVE INTERSECTION - APPENDIX C

Friday, May 28, 2021

FEE SUMMARY BY EMPLOYEE CLASSIFICATION					
Personnel		**Total Hr.**	**2021 $ Per Hr.**	**Labor Cost**	**Total Cost**
Principal / Senior Project Manger	PRIN/SPM	0	$274.00	$0	$0.00
Project Manager / ROW Manager	PM/RWM	234	$217.00	$50,778	$50,778.00
Senior Manager	SM	236	$203.00	$47,908	$47,908.00
Technical Manager 2	TM2	12	$193.00	$2,316	$2,316.00
Technical Manager 1	TM1	28	$182.00	$5,096	$5,096.00
Senior Engineer 2	SE2	64	$158.00	$10,112	$10,112.00
Senior Engineer 1	SE1	0	$147.00	$0	$0.00
Project Engineer / Designer / Const Manager	PE/DES/CM	329	$131.00	$43,099	$43,099.00
Engineer 3	E3	199	$119.00	$23,681	$23,681.00
Engineer 2 / Public Professional / Project Scientist	E2/PP/PS	100	$108.00	$10,800	$10,800.00
Engineer 1 (Assistant Engineers)	E1	818	$100.00	$81,800	$81,800.00
Technician / Public Assitant	TECH/PA	469	$67.00	$31,423	$31,423.00
Survey Manager	SURM	24	$154.00	$3,696	$3,696.00
Senior Surveyor	SS	98	$122.00	$11,956	$11,956.00
Survey Technician	ST	116	$86.00	$9,976	$9,976.00
2 man Survey Crew	SC2	348	$165.00	$57,420	$57,420.00
Senior Constr Observer / Resident Project Representative	SO/RPR	608	$90.00	$54,720	$54,720.00
Admin	ADMIN	9	$97.00	$873	$873.00
Geotech Engineer	GE	38	$135.00	$5,130	$5,130.00
Sr Geotech Engineer	SGE	0	$210.00	$0	$0.00
Geotech Technician /Constr Observer	GT/CO	0	$90.00	$0	$0.00
Total Labor		3730			**$450,784.00**
Total Expenses					**$107,639.20**
Labor Adjustment for Work Performed in Future Years (3% increase for work in 2022) 2022 work includes Preliminary Design; Public Engagement, Final Design, and ROW Acqusition, Bidding, and Construction Phase Services.					**$9,714.42**
TOTAL NOT TO EXCEED FEE		**3730**		**$450,784**	**$568,137.62**

Note: Rates shown are for estimating purposes only; actual billing rate is based on the rate for each individual employee and the attached billing rate scheule. Fees for individual phases or tasks may exceed the subtotals shown but total fees shall not exceed the total fee shown.

BENTONVILLE - WALTON BLVD & CENTRAL AVE INTERSECTION - APPENDIX C

Friday, May 28, 2021

APPENDIX C - EXPENSE SUMMARY

Expenses	Quantity		$ Ea.		Cost
Design					
Travel, mile (car)	4320	MILES	$0.54		$2,311.20
Hotel/Lodging	6	PER NIGHT	$125.00		$750.00
Meals	12	EA	$25.00		$300.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)	1	LS	$800.00		$800.00
Subconsultant - Potholing	6	EA	$1,000.00		$6,000.00
Survey					
Design Surveys					
Travel, mile (survey)	320	MILES	$0.75		$240.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Utility Locations	40	PER HOUR	$75.00		$3,000.00
Miscellaneous Expenses (Lathe, hubs, materials, etc.)	1	LS	$1,200.00		$1,200.00
Construction Surveys					
Travel, mile (survey)	320	MILES	$0.75		$240.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Miscellaneous Expenses (Lathe, hubs, materials, etc.)	1	LS	$800.00		$800.00
Geotech for Design					
Hotel/Lodging/Meals - 2 man crew	1	PER NIGHT	$350.00		$350.00
Mobilization	1	LS	$1,520.00		$1,520.00
Travel, Drill Rig	0	MILES	$2.25		$0.00
Travel, Support Truck	0	MILES	$0.80		$0.00
Traffic Control Permit	1	EA	$500.00		$500.00
Traffic Control	2	Day	$500.00		$1,000.00
Drilling, Straight auger 0-25'	90	LF	$20.00		$1,800.00
Drilling, Straight auger 26-50'	0	LF	$22.00		$0.00
Sampling, 0-25'	24	EA	$21.00		$504.00
Sampling, 26-50'	0	EA	$24.00		$0.00
Wireline Rock Coring	0	LF	$55.00		$0.00
Pavement Cores	4	EA	$75.00		$300.00
Pavement Patches	4	EA	$55.00		$220.00
Lab Testing					
Unconfined Compressive Strength - Soils	6	EA	$55.00		$330.00
Dry Density	6	EA	$28.00		$168.00
Moisture Content	12	EA	$20.00		$240.00
Rock Core Breaks	0	EA	$70.00		$0.00
Atterberg Limits	4	EA	$95.00		$380.00
CBR	1	EA	$620.00		$620.00
Acqusitions					
Travel, mile (car)	2000	MILES	$0.54		$1,070.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)		LS	$1,000.00		$0.00
Sub Consultant - Appraisals	14	LS	$4,000.00		$56,000.00
Title Work	14	EA	$1,000.00		$14,000.00
Construction Observation and Testing					
Travel, mile (car)	5600	MILES	$0.54		$2,996.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Mobilization		LS	$1,000		$0.00
Lab Testing	1	LS	$10,000		$10,000.00
Observation Trip Charge		EA	$120.00		$0.00
Standard Proctor Tests		EA	$165.00		$0.00
Atterberg Limit Tests		EA	$90.00		$0.00
Sieve Analysis Tests		EA	$60.00		$0.00
Concrete Compression Testing (Cylinders)		EA	$19.00		$0.00
ASTM D6925-Prep & Density of Superpave Gyratory Comp Spec		EA	$290.00		$0.00
ASTM D2041-Theoretical Max Specific Gravity (RICE)		EA	$180.00		$0.00
ASTM D6307- Asphalt Content by Ignition Method		EA	$175.00		$0.00
ASTM D6995-VMA in Compacted Paving Mix		EA	$30.00		$0.00
ASTM D3203-Percent Air Voids in Compacted Paving Mix		EA	$30.00		$0.00
SUBTOTALS					
Design					**$10,161.20**
Survey					**$5,480.00**
Geotech					**$7,932.00**
Acqusitions					**$71,070.00**
Construction					**$12,996.00**
TOTAL EXPENSES					**$107,639.20**

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - WALTON BLVD & CENTRAL AVE INTERSECTION

	Hourly Billing Rate --->>>	$274.00	$217.00	$203.00	$193.00	$182.00	$168.00	$147.00	$131.00	$119.00	$108.00	$100.00	$87.00	$154.00	$122.00	$86.00	$166.00	$90.00	$97.00	$135.00			
	Friday, May 28, 2021																						
Item No	Description of Work Items /Tasks	PRIN/SPM	PM/RWM	SM	TM2	TM1	SE2	SE1	PE/DES/CM	E3	E2/PP/PS	E1	TECH/PA	SURM	SS	ST	SC2	SO/RPR	ADMIN	GE	Total Manhours	Total Labor Fee	Subtotal
100	PROJECT MANAGEMENT																						
101	Project Management		16	80																	96	$19,712	$19,712.00
		0	16	80	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	96			$19,712.00
200	MEETINGS																						
201	Kick-off Meeting		3	3					3			3							3		15	$2,244	$2,244.00
202	Review meetings (3)		12	12					12												36	$6,612	$6,612.00
203	Progress Meetings (5)		12	12					12												36	$6,612	$6,612.00
204	Additional Meetings		6	6															6		18	$3,102	$3,102.00
		0	33	33	0	0	0	0	27	0	0	3	0	0	0	0	0	0	9	0	105			$18,670.00
300	PUBLIC ENGAGEMENT																						
301	Stakeholder Database - Included in Task 1301																				0	$0	$0.00
302	Stakeholder Notifications - Included under Task 1301																				0	$0	$0.00
303	Project Presentations								16		32		8								56	$6,088	$6,088.00
		0	0	0	0	0	0	0	16	0	32	0	8	0	0	0	0	0	0	0	56			$6,088.00
400	UTILITY COORDINATION																						
401	Utility Coordination and Meeting		2						24			24									50	$5,978	$5,978.00
		0	2	0	0	0	0	0	24	0	0	24	0	0	0	0	0	0	0	0	50			$5,978.00
500	SURVEYS																						
501	Topographic Surveys													8	16		100				124	$19,684	$19,684.00
502	Base Maps														12	48					60	$5,592	$5,592.00
503	Control and Land Corners														6		24				30	$4,692	$4,692.00
504	Utility Locates														4		20				24	$3,788	$3,788.00
505	Staking of ROW and Easements																24				24	$3,960	$3,960.00
		0	0	0	0	0	0	0	0	0	0	0	0	8	38	48	168	0	0	0	262			$37,716.00
600	GEOTECHNICAL																						
601	Borings									5										10	15	$1,945	$1,945.00
602	Laboratory Services (see expenses)																				0	$0	$0.00
603	Pavement Design																			8	8	$1,080	$1,080.00
604	Evaluation and Report																			20	20	$2,700	$2,700.00
		0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	38	43			$5,725.00
700	ENVIRONMENTAL																						
701	Desktop Review					4					40										44	$5,048	$5,048.00
		0	0	0	0	4	0	0	0	0	40	0	0	0	0	0	0	0	0	0	44			$5,048.00
800	TRAFFIC STUDIES																						
801	Data Collection and Review		2									4									6	$834	$834.00
802	Trip Generation and Distribution																				0	$0	$0.00
803	Traffic Analysis		4							8		32									44	$5,020	$5,020.00
804	Draft and Final Report		4							8		20									32	$3,820	$3,820.00
		0	10	0	0	0	0	0	0	16	0	56	0	0	0	0	0	0	0	0	82			$9,674.00
900	ALTERNATIVE ANALYSIS - N/A																						
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			$0.00
1000	CONCEPT DESIGN																						
1001	10% Plans																						
	- Title Sheet								2				8								10	$798	$798.00
	- Typical sections								2				12								14	$1,066	$1,066.00
	- Survey control and alignment sheet								4							8					12	$1,212	$1,212.00
	- Plan & Profile Sheets						2					24	24								50	$4,324	$4,324.00
1002	Design memorandum		2						2			8									12	$1,496	$1,496.00
1003	30% Plans																				0	$0	$0.00
	- Title Sheet												2								2	$134	$134.00
	- Typical sections								1				2								3	$265	$265.00
	- General Notes Sheet								1				1								2	$198	$198.00
	- Survey control and alignment sheet												1								1	$67	$67.00
	- Demolition Plan								4				12								16	$1,328	$1,328.00
	- Plan & Profile Sheets								2			8	16								26	$2,134	$2,134.00
1005	- Storm Drainage Layout											16	16								32	$2,672	$2,672.00
1005	- Drainage Area Map											8									8	$800	$800.00
1006	- Traffic signal general layout if required		4				2			8		10									24	$3,136	$3,136.00
	- Roadway Cross Sections											24									24	$2,400	$2,400.00

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - WALTON BLVD & CENTRAL AVE INTERSECTION

	Hourly Billing Rate --->>>	$274.00	$217.00	$203.00	$193.00	$182.00	$158.00	$147.00	$131.00	$119.00	$108.00	$100.00	$87.00	$154.00	$122.00	$86.00	$166.00	$90.00	$97.00	$135.00			
	Friday, May 28, 2021																						
BMI No	Description of Work Items /Tasks	PRIN/SPM	PM/RWM	SM	TM2	TM1	SE2	SE1	PE/DES/CM	E3	E2/PP/PS	E1	TECH/PA	SURM	SS	ST	SC2	SO/RPR	ADMIN	GE	Total Manhours	Total Labor Fee	Subtotal
1008	Utility Conflicts Identification										4										4	$432	$432.00
1009	Opinion of Probablit Cost		1	2					2			12									17	$2,085	$2,085.00
		0	7	2	0	0	4	0	20	8	4	110	94	0	0	8	0	0	0	0	257		$24,547.00
1100	PRELIMINARY DESIGN																						
1101	60% Plans																						
	Title Sheet												2								2	$134	$134.00
	General Notes Sheet								1				2								3	$265	$265.00
	Survey control and alignment sheet								1				1								2	$198	$198.00
	Typical sections								1			2									3	$331	$331.00
	Plan & Profile Sheets						2					16	16								34	$2,988	$2,988.00
	Demolition Plan								1				2								3	$265	$265.00
1102	Special Grading Plans (if required)																				0	$0	$0.00
1103	Drainage Area Map											1									1	$100	$100.00
1103	Storm Sewer System Plan and Profiles		1				2			8		16									27	$3,085	$3,085.00
1104	Utility Relocation/Adjustment Plans if required						1			2		8									11	$1,196	$1,196.00
1105	Traffic Signal Preliminary Plans if required		8				8			40		40									96	$11,760	$11,760.00
1106	Street Lighting Preliminary Plans																				0	$0	$0.00
1107	Preliminary Signing and Striping Plans		4				4			16		40									64	$7,404	$7,404.00
1108	Preliminary Construction Phasing Plans		4							24		16									44	$5,324	$5,324.00
1109	Landscaping Preliminary Plans								2			16									18	$1,862	$1,862.00
	Roadway Cross Sections											16									16	$1,600	$1,600.00
1111	ROW and Easement Descriptions (Assume 14)														12	60					72	$6,624	$6,624.00
1112	Opinion of Probable Cost		1	1					2			12									16	$1,882	$1,882.00
		0	18	1	0	0	17	0	8	90	0	183	23	0	12	60	0	0	0	0	412		$45,018.00
1200	FINAL DESIGN																						
1201	Title Sheet												1								1	$67	$67.00
1202	General Notes Sheet								1				2								3	$265	$265.00
	Survey control and alignment sheet												1								1	$67	$67.00
	Typical Section Sheets								1				4								5	$399	$399.00
	Roadway Plan and Profile Sheets								12				16								28	$2,644	$2,644.00
	Demolition Plan								1				4								5	$399	$399.00
1202	Special Grading Plans (as necessary)								1				4								5	$399	$399.00
1203	Drainage Area Map											1									1	$100	$100.00
1203	Storm Drainage Plan & Profiles						1		4			8									13	$1,482	$1,482.00
1204	Utility Relocation/Adjustment Plans						4		4			16									24	$2,756	$2,756.00
1205	Intersection and ADA Ramp Details								12				24								36	$3,180	$3,180.00
1206	Traffic Signal Plans		6				4			32		24									66	$8,142	$8,142.00
1207	Street lighting Plans																				0	$0	$0.00
1208	Signing and Striping Plans		6				2			12		24									44	$5,446	$5,446.00
1209	Construction Phasing Plans		2							4											6	$910	$910.00
1210	Construction Traffic Control Plans		8				8			32		48									96	$11,608	$11,608.00
1211	Landscaping Plans								1			8									9	$931	$931.00
1212	Standard and Special Details								4				12								16	$1,328	$1,328.00
1215	Erosion and Sediment Control Plans								2			4	12								18	$1,466	$1,466.00
	Roadway Cross Sections								1			16									17	$1,731	$1,731.00
1216	Opinion of Probable Cost		1	1					2			12									16	$1,882	$1,882.00
1217	Permits											24									24	$2,400	$2,400.00
	SWPPP					12						12									24	$3,384	$3,384.00
	ADH					4					24										28	$3,320	$3,320.00
	ARDOT Permits											24									24	$2,400	$2,400.00
1218	Specification		2				12					16									30	$3,930	$3,930.00
1219	100% Submittal		2				12		12				24								50	$5,510	$5,510.00
		0	27	1	0	16	43	0	58	80	24	237	104	0	0	0	0	0	0	0	590		$86,146.00
1300	ROW ACQUISITION																						
1301	Right of Entry		5	5								8									18	$2,900	$2,900.00
1302	Ownerships		4	4								5									13	$2,180	$2,180.00
1303	Appraisals		4	4								6									14	$2,280	$2,280.00
1304	Negotiations		40	40								60									140	$22,800	$22,800.00
1305	Agreements and Closing		40	40								60									140	$22,800	$22,800.00
1306	Call Logs		4	6								10									20	$3,086	$3,086.00
		0	97	99	0	0	0	0	0	0	0	149	0	0	0	0	0	0	0	0	345		$56,046.00
1400	BIDDING																						
1401	Bidding		4	4		8			20												36	$5,756	$5,756.00
		0	4	4	0	8	0	0	20	0	0	0	0	0	0	0	0	0	0	0	36		$5,756.00

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - WALTON BLVD & CENTRAL AVE INTERSECTION

	Hourly Billing Rate ---->>>	$274.00	$217.00	$203.00	$193.00	$182.00	$158.00	$147.00	$131.00	$119.00	$108.00	$100.00	$87.00	$154.00	$122.00	$86.00	$166.00	$90.00	$97.00	$135.00			
	Friday, May 28, 2021																						
Item No	Description of Work Items /Tasks	PRIN/SPM	PM/RWM	SM	TM2	TM1	SE2	SE1	PE/DES/CM	E3	E2/PP/PS	E1	TECH/PA	SURM	SS	ST	SC2	SO/RPR	ADMIN	GE	Total Manhours	Total Labor Fee	Subtotal
1500	CONSTRUCTION PHASE SERVICES																						
1501	Staking													16	32		120				168	$26,168	$26,168.00
1502	Administration																				0	$0	$0.00
	Pre-Construction Meeting		4	4	4				8			4						4			28	$4,260	$4,260.00
	Construction Management		8						100												108	$14,836	$14,836.00
	Change Orders								24			24									48	$5,544	$5,544.00
	Final Walk Through		4	4	4				8			4						4			28	$4,260	$4,260.00
1503	Observation and Testing												240					600			840	$70,080	$70,080.00
1504	Closeout																				0	$0	$0.00
	Certification		4		4																8	$1,640	$1,640.00
	As-built survey			8											16		60				84	$13,476	$13,476.00
	Record Drawings								16			24									40	$4,496	$4,496.00
		0	20	16	12	0	0	0	156	0	0	56	240	16	48	0	180	608	0	0	1352			$144,760.00
																					3730		
	Total Manhours	0	234	236	12	28	64	0	329	199	100	818	469	24	98	116	348	608	9	38	3,730	$460,784	$460,784.00	$460,784.00
	Total Labor	$0	$50,778	$47,908	$2,316	$5,096	$10,112	$0	$43,099	$23,681	$10,800	$81,800	$31,423	$3,696	$11,956	$9,976	$57,420	$54,720	$873	$5,130		$460,784	$460,784.00
	Total Expenses																						$107,639.20
	Labor Adjustment for Work performed in Future Years																						$9,714.42
	Total Not to Exceed Fee																						$588,137.62

olsson

LABOR RATE BILLING SCHEDULE 2021

LABOR RATES

Description	Range
Principal/Senior Professional.....	140 - 275
Project Manager.....	110 - 180
Project Professional.....	90 - 145
Assistant Professional.....	60 - 125
Designer.....	70 - 135
CAD Operator.....	40 - 100
Survey.....	50 - 140
Survey Crew.....	120 - 160
Construction Services.....	50 - 170
Administrative/Clerical.....	40 - 100

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

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

Classification	Cost
Automobiles (Personal Vehicle)	$0.56/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Updated for Year 2021

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH OLSSON INC., FOR ENGINEERING AND PROJECT SERVICES FOR WALTON AND CENTRAL INTERSECTION.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Olsson Inc. for engineering and project services for Walton and Central Intersection (MUNIS #21ST0017) in an amount of $568,137.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for NW 2nd and G Street. The cost of this contract will be $246,433.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$246,433.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Wednesday, June 30, 2021

Re: PSA for NW 2nd and G Street (MUNIS# 21EN0005)

Project Description:

Extend collection system to provide additional drainage within an existing residential area.

Olsson Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $246,433.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Olsson Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

MUNIS #21EN0005

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **NW 2ND AND G STREET** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **OLSSON, INC.**, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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** Two Hundred Forty-Six Thousand, Four Hundred and Thirty-Three Dollars ($246,433), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**OLSSON, INC**
CITY	ENGINEER
	[redacted]
BY	BY
MAYOR	**TRANSPORTATION PRACTICE LEADER**
TITLE	TITLE
	JUNE 23, 2021
DATE SIGNED	DATE SIGNED
	[redacted]
	BY ERIC SHELTON
	SR ENGINEER, WATER RESOURCES
	TITLE
	JUNE 23, 2021
	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

EXTEND COLLECTION SYSTEM TO PROVIDE ADDITIONAL DRAINAGE WITHIN AN EXISTING RESIDENTIAL AREA.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.
- See Appendix C for detailed Scope of Services.

APPENDIX C – SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

NW 2nd Street & G Street
CITY OF BENTONVILLE, ARKANSAS

SURVEYS, PRELIMINARY AND FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION PHASE SERVICES

This exhibit is hereby attached to and made a part of the Professional Services Agreement dated July 13, 2021 between The City of Bentonville, Arkansas ("City") and Olsson, Inc. ("ENGINEER") providing for professional services. ENGINEER's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project locations:

1. NW 2nd Street and G Street
   Project Description: Existing drainage flows through yards and an open channel from Central Avenue to the north past NW 2nd Street before twin 36" HDPE culverts convey it west toward the open channel on the east side of Walton Boulevard. The objective is to evaluate the condition and capacity of existing culverts and determine if replacement is warranted. Extend collection system south to Central Avenue to provide additional drainage within an existing residential area. Evaluate proposed underground system capacity and, if possible, increase conveyance capacity beyond existing ditch capacity.



Design Criteria: The stormwater improvement projects will be designed according to the City of Bentonville design criteria per Stormwater Management and Drainage Manual. If a building or street cannot be adequately protected to meet criteria or it is determined to be not cost-effective to do so, ENGINEER will meet with the Client to discuss the location and design alternatives available. For those areas not meeting City of Bentonville criteria, the Client will provide a waiver of the criteria requirements.

SCOPE OF SERVICES

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

Phase 100 – Project Management

Task 101: **Project Management** – The ENGINEER Project Manager (PM) will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of the project team and sub-consultants, and provide regular progress reports with invoices.

The ENGINEER PM will coordinate their design with other City departments, outside agencies and/or other consultants that are involved with this project or adjacent projects.

The ENGINEER PM will be responsible for preparing a Project Management Plan, Quality Control Plan, and maintaining a web-based document management system utilizing Smartsheet (or other approved software) and will provide access to the City. ENGINEER and City Project Managers will work together to determine content and file structure.

ENGINEER will create and maintain a decision log matrix to track and document significant decisions and how they were reached.

Phase 200 – Project Meetings

Task 201: **Kick-Off Meeting** – Once notice to proceed has been received, the ENGINEER will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the ENGINEER shall be responsible for notification to attendees.

Task 202: **Review Meetings** – ENGINEER will schedule and attend review meetings to receive the City's review comments from the 30%, 60%, and 90% submittals. (3 meetings)

Task 203: **Monthly Progress Meetings** – ENGINEER will provide monthly progress updates to the client to review progress, and to discuss any questions or issues that arise during the design. Progress updates may be by telephone or email or in-person meetings. Six (6) virtual meetings are included in this scope.

Task 204: **Additional Meetings** – ENGINEER will attend and present at additional meetings as follows:

- Pre-Application Meeting – The ENGINEER will attend with the City a pre-application meeting.
- City Council Meeting – The ENGINEER will attend with City staff a City Council meeting during the Final Design Phase of the project.

Phase 300 – Public Engagement

Task 301: **Stakeholder Database** – ENGINEER will develop and manage a database of project stakeholders to include residents, property owners, organizations, agencies, City staff and officials, project team members and other parties who may be interested in or impacted by the project. Management of the database will include tracking meeting attendance, comments, responses, and contacts (phone calls, emails, etc.) made by the individual and ENGINEER. This same database will be utilized during the right-of-way and easement acquisition process to track appraisals and negotiations as they occur. (Work effort for this Task is included under Task 1301)

Task 302: **Stakeholder Notification** – ENGINEER will notify adjacent property owners that survey crews will be in the area prior to the commencement of field surveys. Notification will be via mailed letters. Surveyors, geotechnical staff, and other field personnel will be provided postcards containing project name, project area and contact information to provide to individuals when asked questions during the field operations. It is assumed that formal "Right-of Entry" documents are not required. (Work effort for this Task is included under Task 1301)

Task 303: **Project Presentations** – No separate project web site is required. ENGINEER will prepare pre-recorded videos or narrated presentations describing the project, current project status, and project schedule for posting on the City's web site. Preparation of two videos/power points are included in this scope: one at the completion of Preliminary Design (60%) and one at completion of Final Design (100%). The Final Design video/power point will also be utilized for the City Council meeting described in Task 204.

Task 304 **Public Meetings** – No public meetings are included in this scope.

Phase 400 – Utility Coordination

Task 401: **Utility Review Meeting/Coordination (1 Meeting)** – The ENGINEER shall distribute the plans to public and private utility companies for verification of ownership, type, size, and location of their facilities. Time will be included for coordination via the phone and one (1) utility coordination meeting.

- Plans will be submitted to the utility companies at 30% to verify the location of their existing facilities as shown on the plans.
- Plans will be submitted to the utility companies at 60% to allow them to identify potential conflicts with the proposed design and to begin planning for any required relocations or adjustments. A utility coordination meeting will be conducted as part of the 60% review.
- Plans will be submitted to the utility companies at 90% to finalize coordination of any required relocations and adjustments.
- Additional coordination via telephone with individual utility companies will be provided, as necessary.
- Potholing to verify location at key utility crossings may be required. For this project we have included potholing at 5 locations.

Phase 500 – Survey Services

Task 501: **Topographic Survey** – The ENGINEER will perform the necessary topographic surveys which will include existing items such as above ground utilities, trees, road centerline, intersecting streets, drives, cross-sections and profiles necessary to design and construct the project. The topographic survey will be performed using electronic 'Total Station' and/or GPS equipment technology.

Natural topographic features and man-made features will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. Topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.

The limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information for slope tie-ins. The survey limits will extend 300 feet beyond the end of the project limits. The topographic survey will extend along intersecting streets a minimum distance of 100 feet and will be at least 100 feet in width. Channel meanders will be identified and surveyed along their flowlines for 300 feet from roadway centerline including stream cross sections up and down stream to confirm the hydraulic modeling. The survey limits are defined on the project location map.

Task 502: **Base Map Preparation** – ENGINEER will create the base map using the above topographic survey data. Drawings will be provided in AutoCAD format. The Base Maps will include all topographic information, existing underground and aerial utilities, existing right-of-way lines, lot lines, and property lines.

Task 503: **Control and Land Corners** – The ENGINEER shall provide a list of horizontal control points with coordinates and descriptions. Horizontal control will be referenced to the Arkansas Coordinate System 1983, North Zone. Vertical control will be referenced to NAVD 88.

Horizontal and vertical control will be established using the National Geodetic Survey (NGS) Online Position User Service (OPUS) or from local city monuments, if available.

The ENGINEER will survey section and/or property corners to create the base maps right-of-way drawings.

Bench levels will be run by direct leveling methods, (no "side shots" will be permitted). Levels will close within an allowable error of five-hundredths (0.05) of a foot times the square root of the length of the level loop in miles. The ENGINEER will run a closed level circuit, establishing intermediate benchmarks along the project and on intersecting streets beyond the limits of the project. This level circuit will be tied to NAVD 88.

Task 504: **Utility Locates** – Arkansas One Call will be contacted, and utilities will be drawn from surveying above ground features and will include markings by utility companies resulting from the locate request. Any information supplied by utility companies will also be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The ENGINEER will add a

disclaimer to the drawings with respect to the undetermined location of underground utilities.

Task 505: **Staking of ROW and Easements** – The ENGINEER, during the ROW Acquisition Phase, will stake the location of the existing and new ROW and new Easement locations to assist the property owner in visualizing the acquisition lines. Staking will consist of lathe with colored flagging.

Phase 600 – Geotechnical Exploration – NOT INCLUDED IN THIS SCOPE

Phase 700 – Environmental Documentation

Task 701: **Desktop Environmental Review** – ENGINEER will review the project for cultural, wetlands and stream, and threatened and endangered species. The review will use desktop resources publicly available or provided by the city. A memo will be provided that summarizes the results of the cultural resources, threatened and endangered species and wetland and stream review.

Cultural Resources Review – ENGINEER will review the national register of historic places to determine potential cultural resources near the project. Should a federal nexus (e.g., nationwide permit) occur, the project will be sent to the SHPO for review.

Threatened and Endangered Species Evaluation – ENGINEER will evaluate the site for any potential issues associated with threatened and endangered (T&E) species. The T&E species evaluation will include a desktop review of threatened and endangered species, which will include using the U.S. Fish and Wildlife Service (USFWS) approved online Information for Planning and Conservation (IPaC) service to analyze the property for the likely presence of federally listed species or T&E species critical habitat.

Wetland and Stream Desktop Review - The wetland delineation and stream assessment consist of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery. The wetland and stream desktop review will determine if a field delineation is needed.

Task 702 **Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation – NOT INCLUDED IN THIS SCOPE**

Task 703 **Cultural Resources Field Study – NOT INCLUDED IN THIS SCOPE**

Task 704 **Nationwide Permit – NOT INCLUDED IN THIS SCOPE**

Phase 800 – Traffic Studies – NOT INCLUDED IN THIS SCOPE

Phase 900 – Alternative Analysis – NOT INCLUDED IN THIS SCOPE

Phase 1000 – Concept Design (30% plans)

Task 1001: **Hydrologic and Hydraulic Modeling** – ENGINEER will develop a hydrology and hydraulic model to analyze existing (if needed) and proposed storm sewer layout. ENGINEER will use Rational or NRCS curve number method to determine peak flows for the 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year return frequencies. Conceptual storm sewer layout will seek to minimize conflict with existing utilities while considering cost effectiveness and design criteria defined in the project kickoff. It is anticipated that one concept will be presented for discussion to the Client. Presentation will include conceptual level plan and profile exhibits for the recommended storm sewer layout.

Task 1002: **Concept Design Alternatives (Optional):** The ENGINEER will evaluate three conceptual design alternatives for storm sewer layout. ENGINEER will provide to the Client exhibits with hydrology and hydraulic results for each alternative.

Phase 1100 – Preliminary and Right-of-Way Design (60% Plans)

Task 1101: **Preliminary Plans** – This task will be to take the approved concept alternative to 60% complete. The preliminary plans with this project will include detailed storm system profiles, channel grading, and other special grading or considerations that could affect right-of-way or easements. The plans will include location of proposed right-of-way and easements and will be used for utility coordination.

The preliminary plans will include:

- Title Sheet
- General Notes Sheet
- Survey control and alignment sheet
- Typical sections
- Special Grading Plans (if required)
- Drainage Area Map
- Storm Sewer System Plan and Profiles
- Landscaping Preliminary Plans if needed

Task 1102: **Structural Design** – The goal of this task is to provide transition structures that attach to the existing collection system or existing curb inlets.

The following structural design tasks are anticipated for the preparation of preliminary designs.

- Complete a preliminary field check to evaluate the condition of the existing structures to be attached to.
- Layout transition structures (4)
- Prepare opinion of probable cost and show location in general plan.

Task 1103: **Construction Phasing and Traffic Control** – ENGINEER will develop a construction phasing plan to ensure general constructability and provide MUTCD typical applications for guidance. The Contractor will be expected to provide detailed traffic control plan if required by the City.

Task 1104: **Landscape Design – NOT INCLUDED IN THIS SCOPE**

Task 1105: **Rendering Planning – NOT INCLUDED IN THIS SCOPE**

Task 1106: **Hydrologic and Hydraulic Modeling** – ENGINEER will incorporate feedback from client during 30% plans into layout of storm sewer and further refine hydrology and hydraulic models. Engineer will prepare preliminary storm sewer layout sizing, drainage map and profiles for the street storm sewer for inclusion in the 60% plans.

Task 1107: **Design Memorandum** – ENGINEER, as part of the 60% submittal will prepare a design memorandum outlining the design criteria and exhibit for the projects and submit for agreement by the City's Project Manager.

Task 1108: **FEMA Conditional Letter of Map Revision (CLOMR) – NOT INCLUDED IN THIS SCOPE.**

Task 1109: **Right-of-Way/Easement Descriptions** – The ENGINEER will contract with a local abstractor/title company to provide an Ownership and Encumbrance Title Report (O & Es) for use in determining ownership of parcels adjoining the project. Right-of-Way (ROW), Temporary Construction Easements (TCE), and Permanent Drainage/Utility Easement (PDE) descriptions plus exhibits will be prepared for this project. The descriptions and accompanying exhibits will be provided to the City in electronic format on forms provided by the City. Assumed for this project are:

- 7 number of parcels
- 0 New ROW descriptions and exhibits
- 5 PDE descriptions and exhibits
- 1 TCE descriptions and exhibits
- Note that the property owner research and Title work is included under Task 1302.

Task 1110: **Opinion of Probable Cost:** The ENGINEER shall prepare an updated total project opinion of probable cost including engineering, right-of-way, construction, and construction engineering on appropriate forms

Phase 1200 – Final Design Phase (90 and 100 Percent Plans)

Task 1201: **Final Design and Construction Specification Manual** – Continuing with the completed and approved preliminary (60%) construction plans, final construction documents will be developed and submitted to the client for review and comments. After review by Client, ENGINEER will revise final plans and specifications and submit an electronic set of bid documents.

ENGINEER will submit Specifications and Special Provisions with this submittal. Scope assumes the specification front end documents and construction contract documents are provided by the City.

Final design plans will include the following sheets and information:

- Cover sheet and location map
- General notes and summary of quantities

- Survey reference and existing and proposed easement limits. Property line and ownership information
- Typical sections
- Surface drainage design
- Plan and profiles
- Cross sections (if needed)
- Grading plans
- Traffic control plan
- Erosion and sediment control plan
- Details

Task 1202: **Structural Design –**

- Incorporate review comments from preliminary plan submittal
- Design top and bottom slabs and walls.
- Prepare & Submit Final Structure Cost Estimate
- Conduct Quality Control Review
- Prepare & Submit Transition Structure Plans (3 Sheets)
    1. General Plan & Elevations (2 sheets)
    2. Typical Sections & General Notes

Task 1203: **Construction Phasing and Traffic Control** – ENGINEER will develop a construction phasing plan to ensure general constructability and provide MUTCD typical applications for guidance. The Contractor will be expected to provide detailed traffic control plan if required by the City.

Task 1204: **Landscaping Design – NOT INCLUDED IN THIS SCOPE**

Task 1205: **Hydrologic and Hydraulic Modeling** – ENGINEER will update hydrology and hydraulic models with any revisions to 60% plans.

Task 1206: **Permits** – The ENGINEER shall prepare and submit on behalf of the Client the following permits, agreements, certifications, and forms.

- SWPPP - NPDES Permit if required
- Short Term Activity Authorization Permit if required

Task 1207: **Opinion of Probable Cost:** The ENGINEER shall prepare an updated opinion of probable construction cost based on the proposed improvements.

Phase 1300 – Right-of-Way Acquisition

The ENGINEER will conduct Right-of-Way and Easement Acquisition services as described below. For this project we have assumed 7 parcels.

Task 1301: **Right of Entry** – Obtain verbal or written right of entry from impacted landowners for various field work associated with the project. The database and notification work per Task 301 and 302 is included under this Task 1301.

Task 1302: **Ownership Research/Title Research** – ENGINEER shall complete initial research to identify impacted landowners and shall coordinate through a title company to obtain

title reports and/or commitments as needed to support survey work and acquisition closings.

Task 1303: **Appraisal** – ENGINEER shall sub-consultant appraisal services through one or more appraisal firms. Independent appraisal reviews by a secondary appraiser are not contemplated in this work.

Task 1304: **Negotiation** – ENGINEER shall make initial offers to impacted landowners based upon the ROW and Easement descriptions, associated exhibits, plans, and appraised values, and negotiate settlements where necessary.

Task 1305: **Agreement Preparation and Closings** – ENGINEER shall prepare option or purchase agreements and associated deeds based upon the City's standard forms. ENGINEER shall coordinate closings through a title company.

Task 1306: **Matrices and Call Logs** - ENGINEER shall update and maintain matrices and call logs to track acquisition progress and make that information available to the City through Smartsheet.

Phase 1400 – Bidding Phase

Task 1401: **Bidding –**

- Advertise for and obtain bids for the proposed work
- Answer Requests for Information (RFIs)
- Prepare Addenda
- Attend Bid Opening

Phase 1500 – Construction Phase Services

Construction Phase Services – The scope of this work includes the pre-construction preparation, construction staking, observation and administration, materials testing, post-construction documentation and project closeout for the project. The estimated fee is based on 180 calendar days.

Task 1501: **Construction Staking (one time)**

- Stake survey control points for general contractors use (one time).
- Stake Right-of-Way
- Stake Temporary Construction Easements
- Stake storm water structures
- Stake driveway and street saw cuts for demolition
- Stake waterline and fire hydrants
- Stake sidewalks and ADA ramps
- Stake curb and gutter
- Stake driveways

Task 1502: **Construction Administration**

- Assist the City in planning and conducting a pre-construction meeting

- Perform review of shop drawings and materials submittals and issue back to contractor
- Provide professional review and coordination throughout construction, including periodic attendance at progress meetings, schedule reviews, dealing with contractor and utility issues, issuance of field orders, work change directives, and change orders, and review and approval of contractor's pay applications.
- Receive contractor requests for interpretation or clarification on the intent of the contract specifications during construction and issue responses as required. Coordinate with the City, the communication of such responses to the prime contractor.
- Determine whether or not the contractor is generally adhering to the specifications and plan documents, and schedule through on-going observations.
- Report to City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with the contract documents.
- Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
- Provide review of final documentation including the final pay estimate, final change order and punch list review.
- Provide Record Drawings based on plan markups provided by the contractor.

Task 1503: Landscaping Construction Services – NOT INCLUDED IN THIS SCOPE

Task 1504: Construction Observation and Materials Testing

- Construction Observer(s) to review plans and construction documents and set up appropriate field documentation books.
- Perform full and part-time construction observation and document the work in progress.
- Compile a daily diary that documents weather conditions, contractor(s) construction activity, contractor's personnel, equipment utilized, and discovered irregularities in the materials used or quality of work performed.
- Determine the contractor's compliance with the contract and specifications and reject work and/or materials that are not in compliance.
- Provide observation and documentation of the project traffic control and detour signage and communicate deficiencies to the contractor.
- Provide construction materials testing and reporting in accordance with the testing frequencies outlined in Article 800 of the City's Minimum Standard Specifications for Streets and the Arkansas Department of Transportation LPA manual, including concrete air, slump and cylinders; soil and base rock proctors and Atterberg limits; aggregate gradations and deleterious substances; soil density testing; aggregate base rock density testing; storm sewer trenches; asphaltic concrete density testing by nuclear gauge; and asphalt content of hot mix asphalt.

Task 1505: Project Closeout

- Certification of Project – ENGINEER shall provide a certification that the project has been constructed in accordance with the Record Drawings.

- As-built survey – ENGINEER will conduct a survey of the completed project to verify the as-built condition. The survey will include roadway centerline, all storm drainage related elements such as top and inverts of drainage structures, verification of culvert dimensions and pipe diameters, top of any berms and any detention basins. Curbs,

sidewalks, multi-use paths, driveway and other roadway elements will not be surveyed unless a design change was made during construction.

- Record Drawings – ENGINEER will prepare record drawings reflecting information gathered during the as-built survey and from markups provided by the contractor.

Task 1506: Letter of Map Revision – NOT INCLUDED IN THIS SCOPE

DELIVERABLES:

- Project Management Plan & Quality Management Plan
- Meeting notes
- Design Memorandum
- Electronic plan submittals for concept, preliminary and final designs
- Opinions of probable construction costs with each submittal
- Contract documents and specifications for the final design submittal
- Two recorded presentations
- Environmental Review Memo
- Signed option or purchase agreement and/or final signed conveyance deed
- Appraisal report for each acquisition
- Final Call Log and Matrix
- Title policies (if applicable)
- Construction Reports
- Record Drawings

ASSUMPTIONS:

We have made assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- Plans will be completed for one bid package. Splitting the plans into multiple plan sets would require a contract amendment.
- All permit and mitigation fees will be expensed by the Client.
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities. If City owned waterline and sanitary sewer relocation design is needed, a contract amendment for those services will be needed.
- The field check can be completed while mobilized for the other projects. No special trip will be required.
- Manhole, steps, collars, and riser details can utilize APWA or City standards.
- The Bills of Reinforcing for drainage or transition structures will be prepared by the Contractor for review and approval by the Engineer prior to construction. Reinforcing will be made subsidiary to the structural concrete bid items.
- Standard curb or area inlets will be utilized. No special details will be required.
- ROW Acquisition fees are estimated on a per parcel basis.
- ENGINEER shall attend up to two (2) in-person meetings per owner for ROW negotiations/acquisitions.
- Assumes one appraisal for each acquisition.
- Assumes that each acquisition will be staked and will close through a title company.
- No Phase I environmental due diligence for acquisitions
- Assumes that negotiations to acquire property will begin at completion of the 60% design plans.

- Assumes that there are no total acquisitions or relocations.
- ENGINEER is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. ENGINEER's sole obligation is to report its observation, inspection and test results to Client as provided herein. The above Scope of Work was prepared without the anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors for the project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out-of-scope services. ENGINEER will notify the City if construction testing frequencies and site visits are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services.
- The estimated hourly fee shown for construction staking is an estimate based on one-time staking of each of the specified elements. The City understands that the Contractor may or may not request all the items contained in this estimate. Additionally, there may be items not shown in this estimate that the Contractor may request ENGINEER to stake. Re-staking or additional staking beyond that estimated shall be considered additional services and will be billed hourly.
- Observation is estimated at approximately part-time and assume that that at least two projects are under construction during the same period. Days are estimated at 5-hour days and includes travel time. Field testing is estimated at 2-hours per day including travel time. Time required beyond the estimated days may require a contract amendment. Labor for lab testing is included in the unit price for the test.
- Construction testing, inspection, observation and management does not include relocations for private utilities (gas, communications, etc) and utility relocations prior to the selected contractors notice to proceed.
- Fees are an estimate of the actual work necessary to complete the work and Olsson can shift funds between contract phases and tasks as necessary to complete the work. Fees cannot be shifted to a future phase until the current phase has been submitted and accepted by the City.
- Other assumptions identified within the scope of services.

EXCLUSIONS: Exclusions include, but are not limited to, the following:

- Conditional Letter of Map Revision (CLOMR) and LOMR
- Updating of the FEMA model
- Concrete jointing plan
- Pedestrian detour plans
- Detailed Construction Phasing and Traffic Control Plans
- Water quality design
- Environmental investigation, permitting beyond those noted in the scope including:
    - Individual Section 404 Permit Application
    - Additional Site Visits with the US Army Corps
    - Agency or Client Meetings, Other Than Phone Call Discussions
    - Changes in Project Design or Location Requiring Changes to the Report
    - Migratory Bird Treaty Act Nesting Surveys
    - Bald and Golden Eagle Nest Surveys
    - Agency Requested Threatened and Endangered Species-Specific Survey
    - Further coordination with USFWS and any further assessments.
    - Agency Requested Historic or Cultural Resource Surveys
    - Wetland Mitigation Services beyond those indicated in the scope of services
    - Noise Studies

    - Archaeological surveys
- Environmental Assessment
- Environmental Impact Statement
- Renderings, 3D Modeling, and visualization
- Retaining wall design
- Bills of Reinforcing for drainage and transition structures
- Design of Seal Courses/Dewatering
- Design of temporary shoring
- Any services not specifically detailed in the scope.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
   a. Record date of receipt of Shop Drawings and samples.
   b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
   c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
   a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
   b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
   c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
   a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
   b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
   a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
   b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
   c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
   d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
    b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

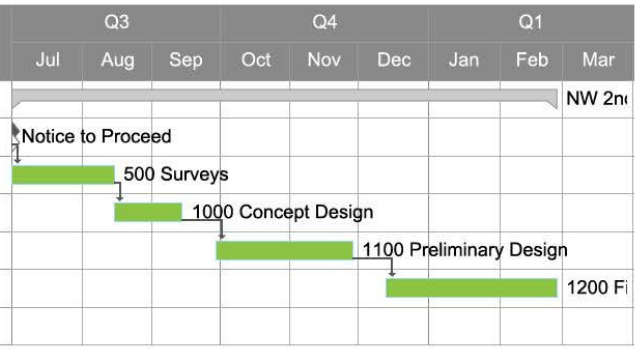
Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

NW 2nd & G

ROW Acquisition, Utility Relocation, and Construction not shown on schedule. ROW Acquisition and Utility Relocation may impact schedule.

	Task Name	Start	Finish	Duration
1	NW 2nd & G	07/01/21	02/25/22	240d
2	Notice to Proceed	07/01/21	07/01/21	0
3	500 Surveys	07/01/21	08/14/21	45d
4	1000 Concept Design	08/15/21	09/13/21	30d
5	1100 Preliminary Design	09/29/21	11/27/21	60d
6	1200 Final Design	12/13/21	02/25/22	75d
7				



BENTONVILLE - NW 2ND STREET & G STREET - APPENDIX C

Wednesday, June 2, 2021

FEE SUMMARY BY EMPLOYEE CLASSIFICATION					
Personnel		**Total Hr.**	**2021 $ Per Hr.**	**Labor Cost**	**Total Cost**
Principal / Senior Project Manger	PRIN/SPM	0	$274.00	$0	$0.00
Project Manager / ROW Manager	PM/RWM	53	$217.00	$11,501	$11,501.00
Senior Manager	SM	133	$203.00	$26,999	$26,999.00
Technical Manager 2	TM2	11	$193.00	$2,123	$2,123.00
Technical Manager 1	TM1	64	$182.00	$11,648	$11,648.00
Senior Engineer 2	SE2	0	$158.00	$0	$0.00
Senior Engineer 1	SE1	0	$147.00	$0	$0.00
Project Engineer / Designer / Const Manager	PE/DES/CM	272	$131.00	$35,632	$35,632.00
Engineer 3 / Senior Technician	E3 / SR TECH	191	$119.00	$22,729	$22,729.00
Engineer 2 / Public Professional / Project Scientist	E2/PP/PS	92	$108.00	$9,936	$9,936.00
Engineer 1 (Assistant Engineers)	E1	74	$100.00	$7,400	$7,400.00
Technician / Public Assitant	TECH/PA	145	$67.00	$9,715	$9,715.00
Survey Manager	SURM	7	$154.00	$1,078	$1,078.00
Senior Surveyor	SS	39	$122.00	$4,758	$4,758.00
Survey Technician	ST	32	$86.00	$2,752	$2,752.00
2 man Survey Crew	SC2	83	$165.00	$13,695	$13,695.00
Senior Constr Observer / Resident Project Representative	SO/RPR	350	$90.00	$31,500	$31,500.00
Admin	ADMIN	0	$97.00	$0	$0.00
Geotech Engineer	GE	0	$135.00	$0	$0.00
Sr Geotech Engineer	SGE	0	$210.00	$0	$0.00
Geotech Technician /Constr Observer	GT/CO	0	$90.00	$0	$0.00
Total Labor		1546			**$191,466.00**
Total Expenses					**$52,109.60**
Labor Adjustment for Work Performed in Future Years (3% increase for work in 2022) 2022 work includes ROW Acqusition, Bidding, and Construction Phase Services.					**$2,857.47**
TOTAL NOT TO EXCEED FEE		**1546**		**$191,466**	**$246,433.07**

Note: Rates shown are for estimating purposes only; actual billing rate is based on the rate for each individual employee and the attached billing rate scheule. Fees for individual phases or tasks may exceed the subtotals shown but total fees shall not exceed the total fee shown.

BENTONVILLE - NW 2ND STREET & G STREET - APPENDIX C

Wednesday, June 2, 2021

APPENDIX C - EXPENSE SUMMARY

Expenses	Quantity		$ Ea.		Cost
Design					
Travel, mile (car)	960	MILES	$0.54		$513.60
Hotel/Lodging	4	PER NIGHT	$125.00		$500.00
Meals	8	EA	$25.00		$200.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)	0.25	LS	$800.00		$200.00
Subconsultant - Potholing	5	EA	$1,000.00		$5,000.00
Survey					
Design Surveys					
Travel, mile (survey)	480	MILES	$0.75		$360.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Utility Locations	8	PER HOUR	$75.00		$600.00
Miscellaneous Expenses (Lath, hubs, materials, etc.)	1	LS	$250.00		$250.00
Construction Surveys					
Travel, mile (survey)	320	MILES	$0.75		$240.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Miscellaneous Expenses (Lath, hubs, materials, etc.)	1	LS	$250.00		$250.00
Geotech for Design - NA					
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Mobilization		LS	$1,037.00		$0.00
Travel, Drill Rig		MILES	$2.25		$0.00
Travel, Support Truck		MILES	$0.80		$0.00
Traffic Control Permit		EA	$1,000.00		$0.00
Traffic Control		DAY	$2,500.00		$0.00
Drilling, straight auger		LF	$15.00		$0.00
Sampling		EA	$18.00		$0.00
Wireline Rock Coring		LF	$53.00		$0.00
Lab Testing					
Unconfined Compressive Strength - Soils		EA	$50.00		$0.00
Dry Density		EA	$21.00		$0.00
Moisture Content		EA	$15.00		$0.00
Rock Core Breaks		EA	$40.00		$0.00
Atterberg Limits		EA	$95.00		$0.00
Acqusitions					
Travel, mile (car)		MILES	$0.54		$0.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)		LS	$1,000.00		$0.00
Sub Consultant - Appraisals	7	EA	$4,000.00		$28,000.00
Title Work	7	EA	$1,000.00		$7,000.00
Construction Observation and Testing					
Travel, mile (car)	5600	MILES	$0.54		$2,996.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Mobilization		LS	$1,000.00		$0.00
Lab Testing	1	LS	$6,000		$6,000.00
Observation Trip Charge		EA	$120.00		$0.00
Standard Proctor Tests		EA	$165.00		$0.00
Atterberg Limit Tests		EA	$90.00		$0.00
Sieve Analysis Tests		EA	$60.00		$0.00
Concrete Compression Testing (Cylinders)		EA	$19.00		$0.00
ASTM D6925-Prep & Density of Superpave Gyratory Comp Spec		EA	$290.00		$0.00
ASTM D2041-Theoretical Max Specific Gravity (RICE)		EA	$180.00		$0.00
ASTM D6307- Asphalt Content by Ignition Method		EA	$175.00		$0.00
ASTM D6995-VMA in Compacted Paving Mix		EA	$30.00		$0.00
ASTM D3203-Percent Air Voids in Compacted Paving Mix		EA	$30.00		$0.00
SUBTOTALS					
Design					**$6,413.60**
Survey					**$1,700.00**
Geotech					**$0.00**
Acqusitions					**$35,000.00**
Construction					**$8,996.00**
TOTAL EXPENSES					$52,109.60

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - NW 2ND STREET & G STREET

	Hourly Billing Rate ---->>>	$274.00	$217.00	$203.00	$193.00	$182.00	$158.00	$147.00	$131.00	$119.00	$108.00	$100.00	$67.00	$154.00	$122.00	$86.00	$165.00	$90.00	$97.00	$135.00			
	Wednesday, June 2, 2021																						
Task No.	Description of Work Items / Tasks	PRIN/SPM	PM/RWM	SM	TM2	TM1	SE2	SE1	PE/DES/CM	E3 / SR TECH	E2/PP/PS	E1	TECH/PA	SURM	SS	ST	SC2	SO/RPR	ADMIN	GE	Total Manhours	Total Labor Fee	Subtotal
100	PROJECT MANAGEMENT																						
101	Project Management			36							12										48	$8,604	$8,604.00
		0	0	36	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	48		$8,604.00
200	MEETINGS																						
201	Kickoff Meeting			8							8										16	$2,488	$2,488.00
202	Review Meetings (30, 60, and 90%)			6							6										12	$1,866	$1,866.00
203	Monthly Progress Meetings (5 virtual meetings)			6							6										12	$1,866	$1,866.00
204	Additional Meetings			16							16										32	$4,976	$4,976.00
		0	0	36	0	0	0	0	0	0	36	0	0	0	0	0	0	0	0	0	72		$11,196.00
300	PUBLIC ENGAGEMENT																						
301	Stakeholder Database - Included in Task 1301																				0	$0	$0.00
302	Stakeholder Notifications - Included under Task 1301																				0	$0	$0.00
303	Two Pre-recorded Videos or Narrated Powerpoint Presentations										14										14	$1,512	$1,512.00
		0	0	0	0	0	0	0	0	0	14	0	0	0	0	0	0	0	0	0	14		$1,512.00
400	UTILITY COORDINATION																						
401	Utility Review Meeting/Coordination (1 Meetings)			2		8			8												18	$2,910	$2,910.00
		0	0	2	0	8	0	0	8	0	0	0	0	0	0	0	0	0	0	0	18		$2,910.00
500	SURVEYS																						
501	Topographic Survey														8	8	32				48	$6,944	$6,944.00
502	Base Map Preparation														4	12					16	$1,520	$1,520.00
503	Control and Land Corners																8				8	$1,320	$1,320.00
504	Utility Locates														1		5				6	$947	$947.00
505	Staking of ROW and Easements														2		8				10	$1,564	$1,564.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	15	20	53	0	0	0	88		$12,295.00
600	GEOTECHNICAL																						
																					0	$0	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		$0.00
700	ENVIRONMENTAL																						
701	Desktop Environmental Review										10										10	$1,080	$1,080.00
702	Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation																				0	$0	$0.00
703	Cultural Resources Field Study																				0	$0	$0.00
704	Nationwide Permit																				0	$0	$0.00
		0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	10		$1,080.00
800	TRAFFIC STUDIES																						
																					0	$0	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		$0.00
900	ALTERNATIVE ANALYSIS																						
																					0	$0	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		$0.00
1000	CONCEPT DESIGN																						
1001	Hydrologic and Hydraulic Modeling					4				24											28	$3,584	$3,584.00
1002	Concept Design Alternatives					6			16	8											30	$4,140	$4,140.00
		0	0	0	0	10	0	0	16	32	0	0	0	0	0	0	0	0	0	0	58		$7,724.00

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - NW 2ND STREET & G STREET

	Hourly Billing Rate ---->>>	$274.00	$217.00	$203.00	$193.00	$182.00	$158.00	$147.00	$131.00	$119.00	$108.00	$100.00	$67.00	$154.00	$122.00	$86.00	$165.00	$90.00	$97.00	$125.00			
	Wednesday, June 2, 2021																						
Task No.	**Description of Work Items / Tasks**	**PRIN/SPM**	**PM/RWM**	**SM**	**TM2**	**TM1**	**SE2**	**SE1**	**PE/DES/CM**	**E3 / SR TECH**	**E2/PP/PS**	**E1**	**TECH/PA**	**SURM**	**SS**	**ST**	**SC2**	**SO/RPR**	**ADMIN**	**GE**	**Total Manhours**	**Total Labor Fee**	**Subtotal**
1100	**PRELIMINARY DESIGN**																						
1101	Preliminary Plans					4			68	20											92	$12,018	**$12,016.00**
1102	Structural Design				2				5	8											15	$1,993	**$1,993.00**
1103	Construction Phasing & Traffic Control			1	1				2	4		6									14	$1,734	**$1,734.00**
1104	Landscaping Design																				0	$0	**$0.00**
1105	Rendering Planning																					$0	**$0.00**
1106	Hydrologic and Hydraulic Modeling									8											8	$952	**$952.00**
1107	Design Memorandum									32											32	$3,808	**$3,808.00**
1108	FEMA Conditional Letter of Map Revision																				0	$0	**$0.00**
1109	ROW and Easement Descriptions (Assume 6)														12	12					24	$2,496	**$2,496.00**
1110	Opinion of Probable Cost		1						4	8											13	$1,693	**$1,693.00**
		0	1	1	3	4	0	0	79	80	0	6	0	0	12	12	0	0	0	0	198		**$24,692.00**
1200	**FINAL DESIGN**																						
1201	Final Plans and Construction Specification Manual					8			80	20											108	$14,316	**$14,316.00**
1202	Structural Design				8				16	25											47	$6,229	**$6,229.00**
1203	Construction Phasing & Traffic Control		1		1				2	2		2									8	$1,110	**$1,110.00**
1204	Landscaping Design																				0	$0	**$0.00**
1205	Hydrologic and Hydraulic Modeling									4											4	$476	**$476.00**
1206	Permitting									20											20	$2,380	**$2,380.00**
1207	Opinion of Probable Cost		1						4	8											13	$1,693	**$1,693.00**
		0	2	0	7	8	0	0	102	79	0	2	0	0	0	0	0	0	0	0	200		**$26,204.00**
1300	**ROW ACQUISITION**																						
1301	Right of Entry		4	4								6									14	$2,280	**$2,280.00**
1302	Ownerships		2	2								3									7	$1,140	**$1,140.00**
1303	Appraisals		2	2								3									7	$1,140	**$1,140.00**
1304	Negotiations		20	20								24									64	$10,800	**$10,800.00**
1305	Agreements and Closing		18	20								24									62	$10,366	**$10,366.00**
1306	Call Logs		4	4								6									14	$2,280	**$2,280.00**
		0	50	52	0	0	0	0	0	0	0	66	0	0	0	0	0	0	0	0	168		**$26,006.00**
1400	**BIDDING**																						
1401	Bidding Phase Services			2		4			25												31	$4,409	**$4,409.00**
		0	0	2	0	4	0	0	25	0	0	0	0	0	0	0	0	0	0	0	31		**$4,409.00**
1500	**CONSTRUCTION PHASE SERVICES**																						
1501	Staking													3	4		14				21	$3,260	**$3,260.00**
1502	Administration				1	30			38												69	$10,631	**$10,631.00**
1503	Landscaping Construction Services																				0	$0	**$0.00**
1504	Observation and Testing												145					350			495	$41,215	**$41,215.00**
1505	Project Closeout			4					4		20			4	8		16				56	$7,728	**$7,728.00**
1506	FEMA Letter of Map Revision																				0	$0	**$0.00**
																					0	$0	**$0.00**
		0	0	4	1	30	0	0	42	0	20	0	145	7	12	0	30	350	0	0	641		**$62,834.00**
																					1546		
	Total Manhours	0	53	133	11	64	0	0	272	191	92	74	145	7	39	32	83	350	0	0	1,546	$191,466	**$191,466.00**	**$191,466.00**
	Total Labor	$0	$11,501	$26,999	$2,123	$11,648	$0	$0	$35,632	$22,729	$9,936	$7,400	$9,715	$1,078	$4,758	$2,752	$13,695	$31,500	$0	$0		$191,466	**$191,466.00**
	Total Expenses																						**$62,109.60**
	Labor Adjustment for Work performed in Future Years																						**$2,857.47**
	Total Not to Exceed Fee																						**$246,433.07**

olsson

LABOR RATE BILLING SCHEDULE 2021

LABOR RATES

Description	Range
Principal/Senior Professional.....	140 - 275
Project Manager.....	110 - 180
Project Professional.....	90 - 145
Assistant Professional.....	60 - 125
Designer.....	70 - 135
CAD Operator.....	40 - 100
Survey.....	50 - 140
Survey Crew.....	120 - 160
Construction Services.....	50 - 170
Administrative/Clerical.....	40 - 100

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

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

Classification	Cost
Automobiles (Personal Vehicle)	$0.56/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Updated for Year 2021

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH OLSSON INC., FOR ENGINEERING AND PROJECT SERVICES FOR NW 2ND AND G STREET.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Olsson Inc. for engineering and project services for NW 2nd and G Street (MUNIS #21EN0005) in an amount of $246,433.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with CEI Engineering Associates for engineering and project services for Greenhouse Regional Detention (Drainage Project). The cost of this agreement will be $297,753.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$297,753.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Wednesday, June 30, 2021

Re: Professional Services Agreement for Greenhouse Regional Detention

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Project Description: Greenhouse Regional Detention (Drainage Project, MUNIS # 21EN0001)

This project shall include professional services associated with the design of a regional detention pond for the purposes of controlling storm water drainage. The regional detention pond will be located along the Little Osage Creek Tributary 2 and will extend approximately 2800 LF between Greenhouse Rd and Featherston Rd. Conceptually, the design will consist of creating three berms within the floodway. The design will include coordination with other design projects in the area including roadway improvements to Greenhouse Rd and proposed trails but does not include the design of these improvements. The design will also include preliminary sizing of a new structure under Greenhouse Rd that will be coordinated with a separate Consulting firm. This project does consist of improvements within a regulatory floodplain and therefore a CLOMR/LOMR will be submitted on behalf of the City of Bentonville.

CEI Engineering Associates has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $297,753.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with CEI Engineering Associates for this project.

Please contact me with any questions or concerns regarding this PSA or the project. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **Greenhouse Road Regional Detention Pond (MUNIS# 21EN0001)** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and CEI ENGINEERING ASSOCIATES, INC., hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____ day of _____, 20 ____ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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:**

Two hundred ninety-seven thousand, seven hundred fifty-three dollars

$ 297,753 , unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**CEI ENGINEERING ASSOCIATES, INC.**
CITY	ENGINEER
BY	BY
MAYOR	**Principal/VP of Operations**
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDICES

APPENDIX A	PROJECT DESCRIPTION
APPENDIX B	SCOPE OF SERVICES
APPENDIX C	JUSTIFICATION OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

APPENDIX A

PROJECT DESCRIPTION

This project shall include professional services associated with the design of a regional detention pond for the purposes of controlling storm water drainage. The regional detention pond will be located along the Little Osage Creek Tributary 2 and will extend approximately 2800 LF between Greenhouse Rd and Featherston Rd. Conceptually, the design will consist of creating three berms within the floodway. The design will include coordination with other design projects in the area including roadway improvements to Greenhouse Rd and proposed trails but does not include the design of these improvements. The design will also include preliminary sizing of a new structure under Greenhouse Rd that will be coordinated with a separate Consulting firm. This project does consist of improvements within a regulatory floodplain and therefore a CLOMR/LOMR will be submitted on behalf of the City of Bentonville.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.

SUPPLEMENTAL SERVICES BY THE ENGINEER

- **Title 1 Scope of Services:**
  - **Design and Plans**
    - CEI shall perform design services including preparing construction documents, Corps of Engineers Permitting, ADEQ Permitting, Utility Coordination with Franchise Utilities and City of Bentonville Utilities, Public Input Meetings and Bidding Administration up to, and including, Bid Tabulation and Letter of Recommendation of the apparent low bidder. It will also include project management services related to the above items.
    - Services do not include roadway improvements
  - **Flood Analysis/CLOMR**
    - Services include obtaining and evaluating the latest FEMA model, preparing calculations and report to submit to FEMA, FEMA application fee, revisions based on FEMA comments and coordination with agencies, city and other consultants, etc.
  - **LOMR**
    - Services include updating CLOMR Work Map & model with as-built conditions/survey and comparing to CLOMR, preparing calculations and report for submission to FEMA, revisions based on FEMA comments and coordination with agencies, city, and other consultants, etc.
    - **As-Built Survey**
      - CEI shall provide an As-Built survey consisting of improvements to the subject property after completion of construction. This survey will include 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. All work will be supervised by an Arkansas Professional Land Surveyor.
  - **Survey**
    - **Topographic Survey**
      - CEI shall perform a Topographical Survey of said property, consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Topographic survey will include all above-ground physicals and underground utilities. Location of underground utilities will be based on evidence found during the survey, markings by One Call service, and utility plans provided by Client.
    - **Boundary Survey**
      - Boundary Survey of said property shall be done in accordance with "Arkansas Standards of Practice Property Boundary Surveys and Plats." and supervised by a licensed surveyor. Boundary monuments will be identified as found in the field. If available, the latest title commitment will be utilized to show all affecting easements and setback lines. If one is not available, a 50-year Easement and Current Deed search will be ordered and billed as a reimbursable.
    - **Reimbursables**
      - The scope of services listed above is intended as fee only and does not include reimbursable expenses such as application fees, reprographics, etc.
      - Reimbursables include but are not limited to a 50-Year easement and current deed search.
- **Title 2 Scope of Services:**
  - CEI shall perform construction support services and construction observation for the anticipated duration of the project as noted in the justification of fees. Services include pay application reviews, review and approval of construction submittals, review and approval of change orders, as-built drawings, project management, and final project close out.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

SCHEDULE OF FEES:

TITLE 1:

DRAINAGE DESIGN & PLANS: $103,665

SURVEY (Topographic & Boundary): $18,000

GEOTECHNICAL: $5,000

ENVIRONMENTAL: $9,600

REIMBURSABLES: $1,400

FLOOD ANALYSIS/CLOMR: $26,640

REIMBURSABLES: $8,200

LOMR: $16,495

SURVEY: $7,000

REIMBURSABLES: $10,450

SUBTOTAL TTLE 1: $206,450

TITLE 2:

CONSTRUCTION ADMIN: $90,845

REIMBURSABLES: $458

SUBTOTAL TITLE 2: $91,303

TOTAL TITLE 1 & TITLE 2: $297,753

Attachment C- Justification of Costs and Fees
June 29, 2021
Greenhouse Road Regional Detention
CEI Engineering Inc.
Summary

DRAINAGE DESIGN & PLANS - TITLE 1

MANHOURS												
TASK	PC	DM	PM	APM	PE	SPE	DEE	DE	SD	CT	AA	TOTAL
Design Criteria												0
30% Conceptual Design Phase												0
Prepare Title Sheet								4				4
Prepare Plan and Profile Sheets								36				36
Initial Hydrology & Hydraulics		2	2			6		40				50
Prepare Preliminary Cost Estimate			1					6				7
Exhibits/KMZ								4				4
In-House Quality Control Review and Revisions	2	2	4					12				20
City Review, Submittal Meetings, and Coordination		2	4								2	8
Coordination with Utilities			2					4			2	8
Coord. W/ Subcontractors (Survey,Geotech,Env) & Other/Outside Firms	1	4	6					4			2	17
City Coordination	1	2	4								2	9
60% Design Phase												0
Update Plans Per City Comments			2					12				14
Update Title Sheet								2				2
Prepare Special Details						2		12				14
Prepare Survey Data Sheets								4				4
Prepare Temporary Erosion Control Detail Sheets						2		8				10
Prepare Plan and Profile Sheets								24				24
Prepare Drainage Report		3	2			8		52				65
Prepare Drainage Cross Sections								14				14
Prepare Public Involvement Exhibits			1					8				9
Public Involvement Meeting		3	3									6
Review Public Comments and Develop Responses		2	2								2	6
Develop Public Meeting Summary											3	3
Prepare Cost Estimate			2					6				8
In-House Quality Control Review and Revisions	2	2	4			4		8				20
Submit 60% Plans for Review		1	2									3
City Review, Submittal Meetings, and Coordination	2	2	3								2	9
Disposition of Comments		1	2									3
Coordination with Utilities		1	4					2				7
Coord. W/ Subcontractors (Survey,Geotech,Env) & Other Firms	1	2	6					3				12
90% Design Phase												0
Revisions to Plans from 60% Comments						2		10				12
Calculate Quantities			1					4				5
Prepare Specifications		1	2			16		10				29
Prepare SWPPP	1		1			2		12				16
Prepare STAA	1		1			1		8				11
Final Drainage Report	1	1	1			4		16				23
Prepare Cost Estimate		1	1					4				6
In-House Quality Control Review and Revisions	2	2	4					10				18
Submit 90% Plans for Review		2	3					2			1	8
Disposition of Comments		2	2									4
City Review, Submittal Meetings, and Coordination		2	6									8
Coordination w/ Utilities		1	4					4				9
Coord. W/ Subcontractors (Survey,Geotech,Env) & Other Firms	1	2	6					2				11
100% Design Phase												0
Revisions to Plans and SP's from 90% Comments			2			1		8				11
Prepare Cost Estimate			1					3				4
In-House Quality Control Review and Revisions	1	2	2					8				13
Submit 100% Plans for Review		2	2					2			1	7
City Review, Submittal Meetings, and Coordination		2	4									6
Coordination with Utilities			4					2				6
Bid Advertisement and Bidding		2	6								4	12
Bid Addendums	1	2	6			2		8			2	21
Pre Bid Meeting	1	2	2								2	7
Bid Opening	1	2	2								4	9
Weekly Coord. with City through Project Duration/ Status Updates		24	36								12	72
Coord. W/ Subcontractors (Survey,Geotech,Env) & Other Firms	1	2	8					2				13
TOTAL MH - DRAINAGE DESIGN & PLANS - TITLE 1	20	83	163	0	0	50	0	380	0	0	41	737

DESIGN LABOR COSTS			
Category - Description	Rate	MH	Amount

Attachment C- Justification of Costs and Fees
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Greenhouse Road Regional Detention
CEI Engineering Inc.
Summary

DRAINAGE DESIGN & PLANS - TITLE 1

MANHOURS												
TASK	PC	DM	PM	APM	PE	SPE	DEE	DE	SD	CT	AA	TOTAL
PC - Principal-in-Charge										$225.00	20	$4,500
DM - Department Manager										$205.00	83	$17,015
PM - Project Manager										$175.00	163	$28,525
APM - Assistant Project Manager										$145.00	0	$0
PE - Project Engineer										$150.00	0	$0
SPE - Senior Project Engineer										$175.00	50	$8,750
DEE - Design Engineer										$150.00	0	$0
DE - Designer										$110.00	380	$41,800
SD - Senior Designer										$125.00	0	$0
CT - Cadd Technician										$85.00	0	$0
AA - Admin										$75.00	41	$3,075
											SUBTOTAL DESIGN LABOR COSTS TITLE 1	**$103,665**

ITEM	Quantity	Unit	Rate	Amount
SUBCONSULTANTS TITLE 1				
SURVEY SERVICES				
Topographic & Boundary Surveys	1	LS	$18,000.00	$18,000
GEOTECHNICAL SERVICES	1	LS	$5,000.00	$5,000
ENVIRONMENTAL SERVICES	1	LS	$9,600.00	$9,600
			SUBTOTAL SUBCONSULTANTS TITLE 1	**$32,600**

REIMBURSABLES				
ITEM	Quantity	Unit	Rate	Amount
Printing (Full size B&W)	8	each	$50.00	$400
SWPPP Application Fee & Prep Time	1	LS	$250.00	$250
STAA Application Fee & Prep Time	1	LS	$250.00	$250
Survey Reimbursables (Title Work/XX Parcels	1	EACH	$500.00	$500
			SUBTOTAL REIMBURSABLES	$1,400
			SUBTOTAL TITLE 1	**$137,665**

Attachment C- Justification of Costs and Fees
44376
Greenhouse Road Regional Detention
CEI Engineering Inc.

DRAINAGE DESIGN & PLANS - TITLE 1

BASIS OF ESTIMATE	
Description	Feet
Detention Pond Along Little Osage Creek Tributary 2	2800.00
Coordinating other design elements from other projects designed by others	
Description	

Attachment C- Justification of Costs and Fees
June 29, 2021
Greenhouse Road Regional Detention
CEI Engineering Inc.
Summary

FLOOD ANALYSIS/CLOMR - TITLE 1

MANHOURS												
TASK	PC	DM	PM	APM	PE	SPE	DEE	DE	SD	CT	AA	TOTAL
Flood Analysis/CLOMR												0
Obtain and evaluate latest FEMA model						4		12				16
Setup working CAD map						6		36				42
Run Effective Models & compare results						4		24				28
Verify & incorporate any improvement changes into Model & results						4		24				28
Create Proposed Model from Design Team's Design & compare results						8		24				32
Coordination with Design Team			2			4		6				12
Prepare Report for submission to FEMA		1	2			2		4				9
EOR Review & Comments	4	2	2									8
Agency Comments and Process		2	2					24				28
Coordination with City for Application Signature			1					1				2
Public Notification Letter		1	1					1				3
												0
												0
												0
TOTAL MH - FLOOD ANALYSIS/CLOMR - TITLE 1	4	6	10	0	0	32	0	156	0	0	0	208

DESIGN LABOR COSTS			
Category - Description	Rate	MH	Amount
PC - Principal-in-Charge	$225.00	4	$900
DM - Department Manager	$205.00	6	$1,230
PM - Project Manager	$175.00	10	$1,750
APM - Assistant Project Manager	$145.00	0	$0
PE - Project Engineer	$150.00	0	$0
SPE - Senior Project Engineer	$175.00	32	$5,600
DEE - Design Engineer	$150.00	0	$0
DE - Designer	$110.00	156	$17,160
SD - Senior Designer	$125.00	0	$0
CT - Cadd Technician	$85.00	0	$0
AA - Admin	$75.00	0	$0
		SUBTOTAL DESIGN LABOR COSTS TITLE 1	**$26,640**

ITEM	Quantity	Unit	Rate	Amount
SUBCONSULTANTS TITLE 1				
		SUBTOTAL SUBCONSULTANTS TITLE 1		**$0**

REIMBURSABLES				
ITEM	Quantity	Unit	Rate	Amount
Printing (Full size B&W)	2	each	$50.00	$100
CLOMR Application Fee & Prep Time	1	LS	$8,100.00	$8,100
	1	LS		$0
			SUBTOTAL REIMBURSABLES	$8,200
			SUBTOTAL TITLE 1	**$34,840**

Attachment C- Justification of Costs and Fees
44376
Greenhouse Road Regional Detention
CEI Engineering Inc.

FLOOD ANALYSIS/CLOMR - TITLE 1

BASIS OF ESTIMATE	
Description	Feet
Detention Pond Along Little Osage Creek Tributary 2	2800.00
Coordinating other design elements from other projects designed by others	
Description	
Flood Study	
CLOMR - FEMA Coordination & Submission & Revisions	

Attachment C- Justification of Costs and Fees
June 29, 2021
Greenhouse Road Regional Detention
CEI Engineering Inc.
Summary

LOMR - TITLE 1

MANHOURS												
TASK	PC	DM	PM	APM	PE	SPE	DEE	DE	SD	CT	AA	TOTAL
LOMR												0
Update CLOMR Work Map (As-Built Grading)						8		36				44
Update Proposed Model from As-Builts - compare results to CLOMR						8		26				34
Coordination with Design Team						2		4				6
Prepare Report for FEMA Submission						2		6				8
EOR Review & Comments	4	2	2									8
Agency Comments and Process								24				24
Coordination with City for Application Signature			1					1				2
Public Notification Letter		1	1					1				3
TOTAL MH - LOMR - TITLE 1	4	3	4	0	0	20	0	98	0	0	0	129

DESIGN LABOR COSTS				
Category - Description			Rate	MH	Amount
PC - Principal-in-Charge			$225.00	4	$900
DM - Department Manager			$205.00	3	$615
PM - Project Manager			$175.00	4	$700
APM - Assistant Project Manager			$145.00	0	$0
PE - Project Engineer			$150.00	0	$0
SPE - Senior Project Engineer			$175.00	20	$3,500
DEE - Design Engineer			$150.00	0	$0
DE - Designer			$110.00	98	$10,780
SD - Senior Designer			$125.00	0	$0
CT - Cadd Technician			$85.00	0	$0
AA - Admin			$75.00	0	$0
			SUBTOTAL DESIGN LABOR COSTS TITLE 1		**$16,495**
ITEM		Quantity	Unit	Rate	Amount
SUBCONSULTANTS TITLE 1					
SURVEY SERVICES					
As-Builts Survey		1	LS	$7,000.00	$7,000
			SUBTOTAL SUBCONSULTANTS TITLE 1		**$7,000**
REIMBURSABLES					
ITEM		Quantity	Unit	Rate	Amount
Printing (Full size B&W)		2	each	$50.00	$100
LOMR Application Fee & Prep Time		1	LS	$10,200.00	$10,200
Survey Reimbursables		1	EACH	$150.00	$150
			SUBTOTAL REIMBURSABLES		$10,450
			SUBTOTAL TITLE 1		**$33,945**

Attachment C- Justification of Costs and Fees
44376
Greenhouse Road Regional Detention
CEI Engineering Inc.

LOMR - TITLE 1

BASIS OF ESTIMATE	
Description	Feet
Detention Pond Along Little Osage Creek Tributary 2	2800.00
Coordinating other design elements from other projects designed by other	
Description	
LOMR Submission to FEMA & coordination	
As-Built Survey	

Attachment C- Justification of Costs and Fees
June 29, 2021
Greenhouse Road Regional Detention
CEI Engineering Inc.
Summary

Title II

MANHOURS

TASK	PC	DM	PM	APM	PE	SPE	DEE	DE	SD	CT	CO	TOTAL
General Coordination (City, Contractor, Utility, etc)	4	12	40									56
Pay Application Reviews	4	4	8					16			16	48
Answer Questions During Construction		20	60									80
Field Visit		8	24									32
Half-Time Observation (4 months @ 5 Hr/day)											400	400
Review/Approve Construction Submittals & Change Orders	3	6	12		10			40				71
Project Closeout												
As-Built Drawings		2	6					20				28
TOTAL MH - Title II	11	52	150	0	10	0	0	76	0	0	416	715

LABOR COSTS

Category - Description	Rate	MH	Amount
PC - Principal-in-Charge	$225.00	11	$2,475
DM - Department Manager	$205.00	52	$10,660
PM - Project Manager	$175.00	150	$26,250
APM - Assistant Project Manager	$145.00	0	$0
PE - Project Engineer	$150.00	10	$1,500
SPE - Senior Project Engineer	$175.00	0	$0
DEE - Design Engineer	$150.00	0	$0
DE - Designer	$110.00	76	$8,360
SD - Senior Designer	$125.00	0	$0
CT - Cadd Technician	$85.00	0	$0
CO - Construction Observer	$100.00	416	$41,600
		Subtotal Labor Costs	**$90,845**

ITEM	Quantity	Unit	Rate	Amount
SUBCONSULTANTS TITLE II				
			SUBTOTAL SUBCONSULTANTS TITLE II	**$0**

REIMBURSABLES

ITEM	Quantity	Unit	Rate	Amount
Printing (Full size B&W)	1	each	$20.00	$20
SURVEY SERVICES	1	LSUM	$150.00	$150
Mileage (1 Trip/Bus. Day for 4 months at 6.2 miles)	496	mile	$0.58	$288
			SUBTOTAL REIMBURSABLES	$458
			SUBTOTAL TITLE II	**$91,303**

Title II

BASIS OF ESTIMATE		
Description		
General Coordination (City, Contractor, Utility, etc)		
Pay Application Reviews (10hr/Mo for 4 Mo)		
Answer Questions During Construction		
Field Visit		
Half-Time Observation (4 months @ 5 Hr/day)		
Review/Approve Construction Submittals & Change Orders		
As-Built Drawings		
Description		

ANTICIPATED PROJECT DURATIONS:

The Engineer will commence services upon execution of this Contract and Notice to Proceed has been given. Services shall cease after close out of the Consultant's work. The tentative anticipated durations for this Contract are as follows:

City review time: **2 weeks** from receipt of each Deliverable

Topographic Survey- Duration**: 6 weeks**

Boundary Survey- Duration: **6 weeks** (Can be completed concurrently with Topo Survey)

30% Submittal- Duration: **4 weeks**

60% Submittal - Duration: **6 weeks**

90% Submittal – Duration: **4 weeks**

100% Submittal - Duration: **4 weeks**

CLOMR - typical FEMA review timeframe **9-12 months** (can run concurrently with design but must be approved before bidding)

Bidding/Advertising - Duration: **6 weeks**

Construction - Duration: **4 months**

LOMR - typical FEMA review timeframe **9-12 months** (concurrent with As-builts/Project Closeout)

Project Close Out – Duration: **4 weeks** (Can be completed concurrently with Construction)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH CEI ENGINEERING ASSOCIATES FOR ENGINEERING AND PROJECT SERVICES FOR GREENHOUSE REGIONAL DETENTION.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with CEI Engineering Associates for engineering and project services for Greenhouse Regional Detention in an amount of $297,753.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for NW Tiger and G Street. The cost of this contract will be $308,602.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$308,602.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Thursday, July 1, 2021

Re: PSA for NW Tiger and G Street (MUNIS# 21EN0010)

Project Description:

Extend collection system to SW 10th Street, including curb & gutter.

Olsson Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $308,602.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Olsson Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

Munis #21EN0010

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **NW TIGER AND G STREET** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **OLSSON, INC.**, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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** Three Hundred and Eight Thousand, Six Hundred and Two Dollars ($308,602), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**OLSSON, INC**
CITY	ENGINEER
	[redacted]
BY	BY
MAYOR	**TRANSPORTATION PRACTICE LEADER**
TITLE	TITLE
	JUNE 23, 2021
DATE SIGNED	DATE SIGNED
	[redacted]
	BY ERIC SHELTON
	SR ENGINEER, WATER RESOURCES
	TITLE
	JUNE 23, 2021
	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

EXTEND COLLECTION SYSTEM TO NW 10TH STREET, INCLUDING CURB & GUTTER.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.
- See Appendix C for detailed Scope of Services.

APPENDIX C – SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

NW Tiger Boulevard & G Street
CITY OF BENTONVILLE, ARKANSAS

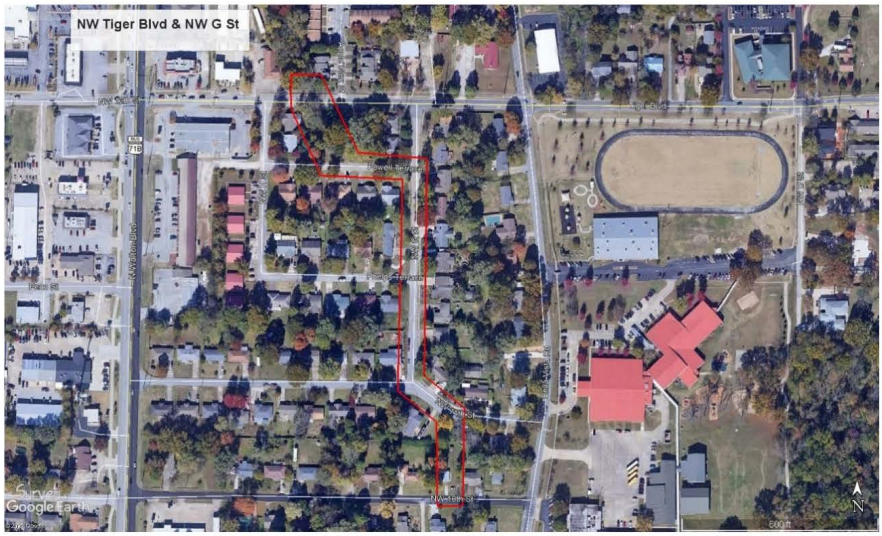
SURVEYS, PRELIMINARY AND FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION PHASE SERVICES

This exhibit is hereby attached to and made a part of the Professional Services Agreement dated July 13, 2021 between The City of Bentonville, Arkansas ("City") and ENGINEER, Inc. ("ENGINEER") providing for professional services. ENGINEER's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project locations:

1. NW Tiger Boulevard and G Street
   Project Description: Existing drainage flows from south to north from NW 10th St to NW G St through yards and intermittent curb and gutter. Runoff drains to an open ditch halfway between NW H St and NW G St along Powell Ter. The stormwater then flows north to a culvert crossing Tiger Blvd. Design curb and gutter and inlets to collect stormwater in an enclosed system. Storm sewer will start approximately 225' west of Bella Vista Road. If possible, replace open channel between Powell Ter and Tiger Blvd with enclosed storm sewer.



Design Criteria: The stormwater improvement projects will be designed according to the City of Bentonville design criteria per Stormwater Management and Drainage Manual. In the event that a building or street cannot be adequately protected to meet criteria or it is determined to be not cost-effective to do so, ENGINEER will meet with the Client to discuss the location and design alternatives available. For those areas not meeting City of Bentonville criteria, the Client will provide a waiver of the criteria requirements.

SCOPE OF SERVICES

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

Phase 100 – Project Management

Task 101: **Project Management** – The ENGINEER Project Manager (PM) will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of the project team and sub-consultants, and provide regular progress reports with invoices.

The ENGINEER PM will coordinate their design with other City departments, outside agencies and/or other consultants that are involved with this project or adjacent projects.

The ENGINEER PM will be responsible for preparing a Project Management Plan, Quality Control Plan, and maintaining a web-based document management system utilizing Smartsheet (or other approved software) and will provide access to the City. ENGINEER and City Project Managers will work together to determine content and file structure.

ENGINEER will create and maintain a decision log matrix to track and document significant decisions and how they were reached.

Phase 200 – Project Meetings

Task 201: **Kick-Off Meeting** – Once notice to proceed has been received, the ENGINEER will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the ENGINEER shall be responsible for notification to attendees.

Task 202: **Review Meetings** – ENGINEER will schedule and attend review meetings to receive the City's review comments from the 30%, 60%, and 90% submittals. (3 meetings)

Task 203: **Monthly Progress Meetings** – ENGINEER will provide monthly progress updates to the client to review progress, and to discuss any questions or issues that arise during the design. Progress updates may be by telephone or email or in-person meetings. Six (6) virtual meetings are included in this scope.

Task 204: **Additional Meetings** – ENGINEER will attend and present at additional meetings as follows:

- Pre-Application Meeting – The ENGINEER will attend with the City a pre-application meeting.

- City Council Meeting – The ENGINEER will attend with City staff a City Council meeting during the Final Design Phase of the project.

Phase 300 – Public Engagement

Task 301: **Stakeholder Database** – ENGINEER will develop and manage a database of project stakeholders to include residents, property owners, organizations, agencies, City staff and officials, project team members and other parties who may be interested in or impacted by the project. Management of the database will include tracking meeting attendance, comments, responses, and contacts (phone calls, emails, etc.) made by the individual and ENGINEER. This same database will be utilized during the right-of-way and easement acquisition process to track appraisals and negotiations as they occur. (Work effort for this Task is included under Task 1301)

Task 302: **Stakeholder Notification** – ENGINEER will notify adjacent property owners that survey crews will be in the area prior to the commencement of field surveys. Notification will be via mailed letters. Surveyors, geotechnical staff, and other field personnel will be provided postcards containing project name, project area and contact information to provide to individuals when asked questions during the field operations. It is assumed that formal "Right-of Entry" documents are not required. (Work effort for this Task is included under Task 1301)

Task 303: **Project Presentations** – No separate project web site is required. ENGINEER will prepare pre-recorded videos or narrated presentations describing the project, current project status, and project schedule for posting on the City's web site. Preparation of two videos/power points are included in this scope: one at the completion of Preliminary Design (60%) and one at completion of Final Design (100%). The Final Design video/power point will also be utilized for the City Council meeting described in Task 204.

Task 304 **Public Meetings** – No public meetings are included in this scope.

Phase 400 – Utility Coordination

Task 401: **Utility Review Meeting/Coordination (1 Meeting)** – The ENGINEER shall distribute the plans to public and private utility companies for verification of ownership, type, size, and location of their facilities. Time will be included for coordination via the phone and one (1) utility coordination meeting.

- Plans will be submitted to the utility companies at 30% to verify the location of their existing facilities as shown on the plans.
- Plans will be submitted to the utility companies at 60% to allow them to identify potential conflicts with the proposed design and to begin planning for any required relocations or adjustments. A utility coordination meeting will be conducted as part of the 60% review.
- Plans will be submitted to the utility companies at 90% to finalize coordination of any required relocations and adjustments.
- Additional coordination via telephone with individual utility companies will be provided, as necessary.
- Potholing to verify location at key utility crossings may be required. For this project we have included potholing at 5 locations.

Phase 500 – Survey Services

Task 501: **Topographic Survey** – The ENGINEER will perform the necessary topographic surveys which will include existing items such as above ground utilities, trees, road centerline, intersecting streets, drives, cross-sections and profiles necessary to design and construct the project. The topographic survey will be performed using electronic 'Total Station' and/or GPS equipment technology.

Natural topographic features and man-made features will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. Topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.

The limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information for slope tie-ins. The survey limits will extend 300 feet beyond the end of the project limits. The topographic survey will extend along intersecting streets a minimum distance of 100 feet and will be at least 100 feet in width. Channel meanders will be identified and surveyed along their flowlines for 300 feet from roadway centerline including stream cross sections up and down stream to confirm the hydraulic modeling. The survey limits are defined on the project location map.

Task 502: **Base Map Preparation** – ENGINEER will create the base map using the above topographic survey data. Drawings will be provided in AutoCAD format. The Base Maps will include all topographic information, existing underground and aerial utilities, existing right-of-way lines, lot lines, and property lines.

Task 503: **Control and Land Corners** – The ENGINEER shall provide a list of horizontal control points with coordinates and descriptions. Horizontal control will be referenced to the Arkansas Coordinate System 1983, North Zone. Vertical control will be referenced to NAVD 88.

Horizontal and vertical control will be established using the National Geodetic Survey (NGS) Online Position User Service (OPUS) or from local city monuments, if available.

The ENGINEER will survey section and/or property corners to create the base maps right-of-way drawings.

Bench levels will be run by direct leveling methods, (no "side shots" will be permitted). Levels will close within an allowable error of five-hundredths (0.05) of a foot times the square root of the length of the level loop in miles. The ENGINEER will run a closed level circuit, establishing intermediate benchmarks along the project and on intersecting streets beyond the limits of the project. This level circuit will be tied to NAVD 88.

Task 504: **Utility Locates** – Arkansas One Call will be contacted, and utilities will be drawn from surveying above ground features and will include markings by utility companies resulting from the locate request. Any information supplied by utility companies will also be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The ENGINEER will add a

disclaimer to the drawings with respect to the undetermined location of underground utilities.

Task 505: **Staking of ROW and Easements** – The ENGINEER, during the ROW Acquisition Phase, will stake the location of the existing and new ROW and new Easement locations to assist the property owner in visualizing the acquisition lines. Staking will consist of lathe with colored flagging.

Phase 600 – Geotechnical Exploration – NOT INCLUDED IN THIS SCOPE

Phase 700 – Environmental Documentation

Task 701: **Desktop Environmental Review** – ENGINEER will review the project for cultural, wetlands and stream, and threatened and endangered species. The review will use desktop resources publicly available or provided by the city. A memo will be provided that summarizes the results of the cultural resources, threatened and endangered species and wetland and stream review.

Cultural Resources Review – ENGINEER will review the national register of historic places to determine potential cultural resources near the project. Should a federal nexus (e.g., nationwide permit) occur, the project will be sent to the SHPO for review.

Threatened and Endangered Species Evaluation – ENGINEER will evaluate the site for any potential issues associated with threatened and endangered (T&E) species. The T&E species evaluation will include a desktop review of threatened and endangered species, which will include using the U.S. Fish and Wildlife Service (USFWS) approved online Information for Planning and Conservation (IPaC) service to analyze the property for the likely presence of federally listed species or T&E species critical habitat.

Wetland and Stream Desktop Review - The wetland delineation and stream assessment consist of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery. The wetland and stream desktop review will determine if a field delineation is needed.

Task 702: **Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation – NOT INCLUDED IN THIS SCOPE**

Task 703: **Cultural Resources Field Study – NOT INCLUDED IN THIS SCOPE**

Task 704: **Nationwide Permit – NOT INCLUDED IN THIS SCOPE**

Phase 800 – Traffic Studies – NOT INCLUDED IN THIS SCOPE

Phase 900 – Alternative Analysis – NOT INCLUDED IN THIS SCOPE

Phase 1000 – Concept Design (30% plans)

Task 1001: **Hydrologic and Hydraulic Modeling** – ENGINEER will develop a hydrology and hydraulic model to analyze existing (if needed) and proposed storm sewer layouts. ENGINEER will use rational or NRCS curve number method to determine peak flows for the 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year return frequencies. Conceptual storm sewer layout will seek to minimize conflict with existing utilities while considering cost effectiveness and design criteria defined in the project kickoff. It is anticipated that one concept will be presented for discussion to the Client. Presentation will include conceptual level plan and profile exhibits for the recommended storm sewer layout.

Task 1002: **Concept Design Alternatives (Optional):** The ENGINEER will evaluate three conceptual design alternatives for storm sewer layout. ENGINEER will provide to the Client exhibits with hydrology and hydraulic results for each alternative.

Phase 1100 – Preliminary and Right-of-Way Design (60% Plans)

Task 1101: **Preliminary Plans** – This task will be to take the approved concept alternative to 60% complete. The preliminary plans with this project will include detailed storm system profiles, channel grading, and other special grading or considerations that could affect right-of-way or easements. The plans will include location of proposed right-of-way and easements and will be used for utility coordination.

The preliminary plans will include:

- Title Sheet
- General Notes Sheet
- Survey control and alignment sheet
- Typical sections
- Special Grading Plans (if required)
- Drainage Area Map
- Storm Sewer System Plan and Profiles
- Landscaping Preliminary Plans if needed

Task 1102:Structural Design – The goal of this task is to provide a single cell concrete culvert under Tiger Street.

The following culvert design tasks are anticipated for the preparation of preliminary designs.

- Complete a preliminary field check to evaluate the site of the proposed structure.
- Prepare layout for the barrel, wingwalls, aprons, and headwalls.
- Prepare opinion of probable cost.
- Prepare and submit preliminary structural plans.
    1. General Plan & Elevation
    2. Typical Section

Task 1103: **Construction Phasing and Traffic Control** – ENGINEER will develop a construction phasing plan to ensure general constructability and provide MUTCD typical applications for guidance. The Contractor will be expected to provide detailed traffic control plan if required by the City.

Task 1104: **Landscape Design – NOT INCLUDED IN THIS SCOPE**

Task 1105: **Rendering Planning – NOT INCLUDED IN THIS SCOPE**

Task 1106: **Hydrologic and Hydraulic Modeling** – ENGINEER will incorporate feedback from client during 30% plans into layout of storm sewer and further refine hydrology and hydraulic models. Engineer will prepare preliminary storm sewer layout sizing, drainage map and profiles for the street storm for inclusion in the 60% plans.

Task 1107: **Design Memorandum** – ENGINEER, as part of the 60% submittal will prepare a design memorandum outlining the design criteria and exhibit for the projects and submit for agreement by the City's Project Manager.

Task 1108: **FEMA Conditional Letter of Map Revision (CLOMR) – NOT INCLUDED IN THIS SCOPE**

Task 1109: **Right-of-Way/Easement Descriptions** – The ENGINEER will contract with a local abstractor/title company to provide an Ownership and Encumbrance Title Report (O & Es) for use in determining ownership of parcels adjoining the project. Right-of-Way (ROW), Temporary Construction Easements (TCE), and Permanent Drainage/Utility Easement (PDE) descriptions plus exhibits will be prepared for this project. The descriptions and accompanying exhibits will be provided to the City in electronic format on forms provided by the City. Assumed for this project are:

- 9 number of parcels
- 0 New ROW descriptions and exhibits
- 6 PDE descriptions and exhibits
- 1 TCE descriptions and exhibits
- Note that the property owner research and Title work is included under Task 1302.

Task 1110: **Opinion of Probable Cost:** The ENGINEER shall prepare an updated total project opinion of probable cost including engineering, right-of-way, construction, and construction engineering on appropriate forms

Phase 1200 – Final Design Phase (90 and 100 Percent Plans)

Task 1201: **Final Design and Construction Specification Manual** – Continuing with the completed and approved preliminary (60%) construction plans, final construction documents will be developed and submitted to the client for review and comments. After review by Client, ENGINEER will revise final plans and specifications and submit an electronic set of bid documents.

ENGINEER will submit Specifications and Special Provisions with this submittal. Scope assumes the specification front end documents and construction contract documents are provided by the City.

Final design plans will include the following sheets and information:

- Cover sheet and location map
- General notes and summary of quantities
- Survey reference and existing and proposed easement limits. Property line and ownership information
- Typical sections

- Surface drainage design
- Plan and profiles
- Cross sections (if needed)
- Grading plans
- Traffic control plan
- Erosion and sediment control plan
- Details

Task 1202: **Structural Design –**

- Incorporate review comments from preliminary plan submittal
- Deck, barrel, and wingwall designs
- Prepare & Submit Final Culvert Cost Estimate
- Prepare & Submit Culvert Special Provisions
- Conduct Quality Control Review
- Prepare & Submit Final Culvert Plans (7 Sheets)
    1. Schedule of Culvert Quantities
    2. General Plan & Elevation (Modified Std.)
    3. Typical Section
    4. Generic Top & Bottom Slab Reinforcing Details
    5. Generic Wall and Wingwall Reinforcing Details
    6. Excavation for Structures (ArDOT Std.)
    7. General Notes for Culverts

Task 1203: **Construction Phasing and Traffic Control Plan** – ENGINEER will develop detailed traffic control plans in conformance with MUTCD and ARDOT standard of practice. If the Razorback Greenway is impacted by construction, detour plans will be developed to maintain through bicycle traffic.

Task 1204: **Landscaping Design – NOT INCLUDED IN THIS SCOPE**

Task 1205: **Hydrologic and Hydraulic Modeling** – ENGINEER will update hydrology and hydraulic models with any revisions to 60% plans.

Task 1206: **Permits** – The ENGINEER shall prepare and submit on behalf of the Client the following permits, agreements, certifications, and forms.

- SWPPP - NPDES Permit if required
- Short Term Activity Authorization Permit if required

Task 1207: **Opinion of Probable Cost:** The ENGINEER shall prepare an updated opinion of probable construction cost based on the proposed improvements.

Phase 1300 – Right-of-Way Acquisition

The ENGINEER will conduct Right-of-Way and Easement Acquisition services as described below. For this project we have assumed 9 parcels.

Task 1301: **Right of Entry** – Obtain verbal or written right of entry from impacted landowners for various field work associated with the project. The database and notification work per Task 301 and 302 is included under this Task 1301.

Task 1302: **Ownership Research/Title Research** – ENGINEER shall complete initial research to identify impacted landowners and shall coordinate through a title company to obtain title reports and/or commitments as needed to support survey work and acquisition closings.

Task 1303: **Appraisal** – ENGINEER shall sub-consultant appraisal services through one or more appraisal firms. Independent appraisal reviews by a secondary appraiser are not contemplated in this work.

Task 1304: **Negotiation** – ENGINEER shall make initial offers to impacted landowners based upon the ROW and Easement descriptions, associated exhibits, plans, and appraised values, and negotiate settlements where necessary.

Task 1305: **Agreement preparation and closings** – ENGINEER shall prepare option or purchase agreements and associated deeds based upon the City's standard forms. ENGINEER shall coordinate closings through a title company.

Task 1306: **Matrices and Call Logs** - ENGINEER shall update and maintain matrices and call logs to track acquisition progress and make that information available to the City through Smartsheet.

Phase 1400 – Bidding Phase

Task 1401: **Bidding** –

- Advertise for and obtain bids for the proposed work
- Answer Requests for Information (RFIs)
- Prepare Addenda
- Attend Bid Opening

Phase 1500 – Construction Phase Services

Construction Phase Services – The scope of this work includes the pre-construction preparation, construction staking, observation and administration, materials testing, post-construction documentation and project closeout for the project. The estimated fee is based on 90 calendar days.

Task 1501: **Construction Staking (one time)**

- Stake survey control points for general contractors use (one time).
- Stake silt fence for erosion/sediment control
- Stake Right-of-Way
- Stake Temporary Construction Easements
- Stake storm water structures
- Stake driveway and street saw cuts for demolition
- Stake waterline and fire hydrants
- Stake sidewalks and ADA ramps
- Stake curb and gutter
- Stake driveways

Task 1502: Construction Administration

- Assist the City in planning and conducting a pre-construction meeting
- Perform review of shop drawings and materials submittals and issue back to contractor
- Provide professional review and coordination throughout construction, including periodic attendance at progress meetings, schedule reviews, dealing with contractor and utility issues, issuance of field orders, work change directives, and change orders, and review and approval of contractor's pay applications.
- Receive contractor requests for interpretation or clarification on the intent of the contract specifications during construction and issue responses as required. Coordinate with the City, the communication of such responses to the prime contractor.
- Determine whether or not the contractor is generally adhering to the specifications and plan documents, and schedule through on-going observations.
- Report to City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with the contract documents.
- Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
- Provide review of final documentation including the final pay estimate, final change order and punch list review.
- Provide Record Drawings based on plan markups provided by the contractor.
-

Task 1503: Landscaping Construction Services – NOT INCLUDED IN THIS SCOPE

Task 1504: Construction Observation and Materials Testing

- Construction Observer(s) to review plans and construction documents and set up appropriate field documentation books.
- Perform full and part-time construction observation and document the work in progress.
- Compile a daily diary that documents weather conditions, contractor(s) construction activity, contractor's personnel, equipment utilized, and discovered irregularities in the materials used or quality of work performed.
- Determine the contractor's compliance with the contract and specifications and reject work and/or materials that are not in compliance.
- Provide observation and documentation of the project traffic control and detour signage and communicate deficiencies to the contractor.
- Provide construction materials testing and reporting in accordance with the testing frequencies outlined in Article 800 of the City's Minimum Standard Specifications for Streets and the Arkansas Department of Transportation LPA manual, including concrete air, slump and cylinders; soil and base rock proctors and Atterberg limits; aggregate gradations and deleterious substances; soil density testing; aggregate base rock density testing; storm sewer trenches; asphaltic concrete density testing by nuclear gauge; and asphalt content of hot mix asphalt.

Task 1505: Project Closeout

- Certification of Project – ENGINEER shall provide a certification that the project has been constructed in accordance with the Record Drawings.

- As-built survey – ENGINEER will conduct a survey of the completed project to verify the as-built condition. The survey will include roadway centerline, all storm drainage related elements such as top and inverts of drainage structures, verification of culvert dimensions and pipe diameters, top of any berms and any detention basins. Curbs, sidewalks, multi-use paths, driveway and other roadway elements will not be surveyed unless a design change was made during construction.

- Record Drawings – ENGINEER will prepare record drawings reflecting information gathered during the as-built survey and from markups provided by the contractor.

Task 1506: Letter of Map Revision – NOT INCLUDED IN THIS SCOPE

DELIVERABLES:

- Project Management Plan & Quality Management Plan
- Meeting notes
- Design Memorandum
- Electronic plan submittals for concept, preliminary and final designs
- Opinions of probable construction costs with each submittal
- Contract documents and specifications for the final design submittal
- Two recorded presentations
- Environmental Review Memo
- Signed option or purchase agreement and/or final signed conveyance deed
- Appraisal report for each acquisition
- Final Call Log and Matrix
- Title policies (if applicable)
- Construction Reports
- Record Drawings

ASSUMPTIONS:

We have made assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- Plans will be completed for one bid package. Splitting the plans into multiple plan sets would require a contract amendment.
- All permit and mitigation fees will be expensed by the Client.
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities. If City owned waterline and sanitary sewer relocation design is needed, a contract amendment for those services will be needed.
- Since ArDOT does not have standard RCB drawings for concrete culverts, it is assumed that ENGINEER can utilize other standard drawings (MoDOT) and designs as a basis for the preparation of the culvert solutions. Construction requirements and technical specifications will be updated on the plans to be compliant with ArDOT standards.
- The Bills of Reinforcing for culvert structures will be prepared by the Contractor for review and approval by the Engineer prior to construction. Reinforcing will be made subsidiary to the structural concrete bid items.
- Manhole, steps, collars, and riser details can utilize APWA or City standards.
- Standard curb or area inlets will be utilized. No special details will be required.

- The field check can be completed while mobilized for the other projects. No special trip will be required.
- Manhole, steps, collars, and riser details can utilize APWA or City standards.
- The Bills of Reinforcing for drainage or transition structures will be prepared by the Contractor for review and approval by the Engineer prior to construction. Reinforcing will be made subsidiary to the structural concrete bid items.
- ROW Acquisition fees are estimated on a per parcel basis.
- ENGINEER shall attend up to two (2) in-person meetings per owner for ROW negotiations/acquisitions.
- Assumes one appraisal for each acquisition.
- Assumes that each acquisition will be staked and will close through a title company.
- No Phase I environmental due diligence for acquisitions
- Assumes that negotiations to acquire property will begin at completion of the 60% design plans.
- Assumes that there are no total acquisitions or relocations.
- ENGINEER is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. ENGINEER's sole obligation is to report its observation, inspection and test results to Client as provided herein. The above Scope of Work was prepared without the anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors for the project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out-of-scope services. ENGINEER will notify the City if construction testing frequencies and site visits are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services.
- The estimated hourly fee shown for construction staking is an estimate based on one-time staking of each of the specified elements. The City understands that the Contractor may or may not request all the items contained in this estimate. Additionally, there may be items not shown in this estimate that the Contractor may request ENGINEER to stake. Re-staking or additional staking beyond that estimated shall be considered additional services and will be billed hourly.
- Observation is estimated at approximately part-time and assume that that at least two projects are under construction during the same period. Days are estimated at 5-hour days and includes travel time. Field testing is estimated at 2-hours per day including travel time. Time required beyond the estimated days may require a contract amendment. Labor for lab testing is included in the unit price for the test.
- Construction testing, inspection, observation and management does not include relocations for private utilities (gas, communications, etc) and utility relocations prior to the selected contractors notice to proceed.
- Fees are an estimate of the actual work necessary to complete the work and Olsson can shift funds between contract phases and tasks as necessary to complete the work. Fees cannot be shifted to a future phase until the current phase has been submitted and accepted by the City.
- Other assumptions identified within the scope of services.

EXCLUSIONS: Exclusions include, but are not limited to, the following:

- Conditional Letter of Map Revision (CLOMR) and LOMR
- Updating of the FEMA model
- Concrete jointing plan
- Pedestrian detour plans
- Detailed Construction Phasing and Traffic Control Plans

- Water quality design
- Environmental investigation, permitting beyond those noted in the scope including:
    - Individual Section 404 Permit Application
    - Additional Site Visits with the US Army Corps
    - Agency or Client Meetings, Other Than Phone Call Discussions
    - Changes in Project Design or Location Requiring Changes to the Report
    - Migratory Bird Treaty Act Nesting Surveys
    - Bald and Golden Eagle Nest Surveys
    - Agency Requested Threatened and Endangered Species-Specific Survey
    - Further coordination with USFWS and any further assessments.
    - Agency Requested Historic or Cultural Resource Surveys
    - Wetland Mitigation Services beyond those indicated in the scope of services
    - Noise Studies
    - Archaeological surveys
- Environmental Assessment
- Environmental Impact Statement
- Renderings, 3D Modeling, and visualization
- Retaining wall design
- Bills of Reinforcing for drainage and transition structures
- Design of Seal Courses/Dewatering
- Design of temporary shoring
- Any services not specifically detailed in the scope.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
   a. Record date of receipt of Shop Drawings and samples.
   b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
   c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
   a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
   b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
   c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
   a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
   b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
   a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
   b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
   c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
   d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
    b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

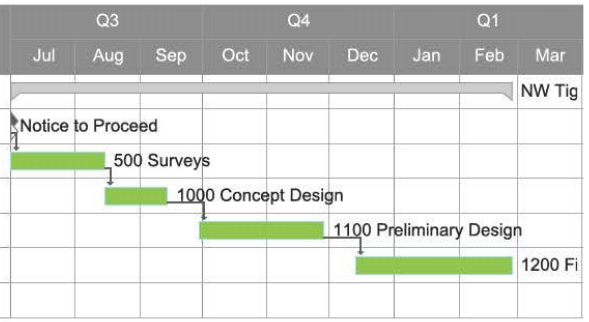
Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

NW Tiger & G

ROW Acquisition, Utility Relocation, and Construction not shown on schedule. ROW Acquisition and Utility Relocation may impact schedule.

	Task Name	Start	Finish	Duration
1	NW Tiger & G	07/01/21	02/25/22	240d
2	Notice to Proceed	07/01/21	07/01/21	0
3	500 Surveys	07/01/21	08/14/21	45d
4	1000 Concept Design	08/15/21	09/13/21	30d
5	1100 Preliminary Design	09/29/21	11/27/21	60d
6	1200 Final Design	12/13/21	02/25/22	75d
7				



BENTONVILLE - NW TIGER BOULEVARD & G STREET - APPENDIX C

Wednesday, June 2, 2021

FEE SUMMARY BY EMPLOYEE CLASSIFICATION					
Personnel		**Total Hr.**	**2021 $ Per Hr.**	**Labor Cost**	**Total Cost**
Principal / Senior Project Manger	PRIN/SPM	0	$274.00	$0	$0.00
Project Manager / ROW Manager	PM/RWM	70	$217.00	$15,190	$15,190.00
Senior Manager	SM	151	$203.00	$30,653	$30,653.00
Technical Manager 2	TM2	22	$193.00	$4,246	$4,246.00
Technical Manager 1	TM1	84	$182.00	$15,288	$15,288.00
Senior Engineer 2	SE2	0	$158.00	$0	$0.00
Senior Engineer 1	SE1	0	$147.00	$0	$0.00
Project Engineer / Designer / Const Manager	PE/DES/CM	455	$131.00	$59,605	$59,605.00
Engineer 3 / Senior Technician	E3 / SR TECH	324	$119.00	$38,556	$38,556.00
Engineer 2 / Public Professional / Project Scientist	E2/PP/PS	10	$108.00	$1,080	$1,080.00
Engineer 1 (Assistant Engineers)	E1	114	$100.00	$11,400	$11,400.00
Technician / Public Assitant	TECH/PA	150	$67.00	$10,050	$10,050.00
Survey Manager	SURM	3	$154.00	$462	$462.00
Senior Surveyor	SS	33	$122.00	$4,026	$4,026.00
Survey Technician	ST	38	$86.00	$3,268	$3,268.00
2 man Survey Crew	SC2	108	$165.00	$17,820	$17,820.00
Senior Constr Observer / Resident Project Representative	SO/RPR	345	$90.00	$31,050	$31,050.00
Admin	ADMIN	0	$97.00	$0	$0.00
Geotech Engineer	GE	0	$135.00	$0	$0.00
Sr Geotech Engineer	SGE	0	$210.00	$0	$0.00
Geotech Technician /Constr Observer	GT/CO	0	$90.00	$0	$0.00
Total Labor		1907			**$242,694.00**
Total Expenses					**$62,695.40**
Labor Adjustment for Work Performed in Future Years (3% increase for work in 2022) 2022 work includes ROW Acqusition, Bidding, and Construction Phase Services.					**$3,213.03**
TOTAL NOT TO EXCEED FEE		**1907**		**$242,694**	**$308,602.43**

Note: Rates shown are for estimating purposes only; actual billing rate is based on the rate for each individual employee and the attached billing rate scheule. Fees for individual phases or tasks may exceed the subtotals shown but total fees shall not exceed the total fee shown.

BENTONVILLE - NW TIGER BOULEVARD & G STREET - APPENDIX C

Wednesday, June 2, 2021

APPENDIX C - EXPENSE SUMMARY

Expenses	Quantity		$ Ea.		Cost
Design					
Travel, mile (car)	840	MILES	$0.54		$449.40
Hotel/Lodging	5	PER NIGHT	$125.00		$625.00
Meals	5	EA	$25.00		$125.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)	0.25	LS	$800.00		$200.00
Subconsultant - Potholing	5	EA	$1,000.00		$5,000.00
Survey					
Design Surveys					
Travel, mile (survey)	480	MILES	$0.75		$360.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Utility Locations	16	PER HOUR	$75.00		$1,200.00
Miscellaneous Expenses (Lath, hubs, materials, etc.)	1	LS	$250.00		$250.00
Construction Surveys					
Travel, mile (survey)	320	MILES	$0.75		$240.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Miscellaneous Expenses (Lath, hubs, materials, etc.)	1	LS	$250.00		$250.00
Geotech for Design					
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Mobilization		LS	$1,037.00		$0.00
Travel, Drill Rig		MILES	$2.25		$0.00
Travel, Support Truck		Miles	$0.80		$0.00
Traffic Control Permit		EA.	$1,000.00		$0.00
Traffic Control		DAY	$2,500.00		$0.00
Drilling, straight auger		LF	$15.00		$0.00
Sampling		EA	$18.00		$0.00
Wireline Rock Coring		LF	$53.00		$0.00
Lab Testing					
Unconfined Compressive Strength - Soils		EA	$50.00		$0.00
Dry Density		EA	$21.00		$0.00
Moisture Content		EA	$15.00		$0.00
Rock Core Breaks		EA	$40.00		$0.00
Atterberg Limits		EA	$95.00		$0.00
Acqusitions					
Travel, mile (car)		MILES	$0.54		$0.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)		LS	$1,000.00		$0.00
Appraisal	9	EA	$4,000.00		$36,000.00
Title Search	9	EA	$1,000.00		$9,000.00
Construction Observation and Testing					
Travel, mile (car)	5600	MILES	$0.54		$2,996.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Mobilization		LS	$1,000.00		$0.00
Lab Testing	1	LS	$6,000		$6,000.00
Observation Trip Charge		EA	$120.00		$0.00
Standard Proctor Tests		EA	$165.00		$0.00
Atterberg Limit Tests		EA	$90.00		$0.00
Sieve Analysis Tests		EA	$60.00		$0.00
Concrete Compression Testing (Cylinders)		EA	$19.00		$0.00
ASTM D6925-Prep & Density of Superpave Gyratory Comp Spec		EA	$290.00		$0.00
ASTM D2041-Theoretical Max Specific Gravity (RICE)		EA	$180.00		$0.00
ASTM D6307- Asphalt Content by Ignition Method		EA	$175.00		$0.00
ASTM D6995-VMA in Compacted Paving Mix		EA	$30.00		$0.00
ASTM D3203-Percent Air Voids in Compacted Paving Mix		EA	$30.00		$0.00
SUBTOTALS					
Design					**$6,399.40**
Survey					**$2,300.00**
Geotech					**$0.00**
Acqusitions					**$45,000.00**
Construction					**$8,996.00**
TOTAL EXPENSES					$62,695.40

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - NW TIGER BOULEVARD & G STREET

	Hourly Billing Rate ---->>>	$274.00	$217.00	$203.00	$193.00	$182.00	$158.00	$147.00	$131.00	$119.00	$108.00	$100.00	$67.00	$154.00	$122.00	$86.00	$185.00	$90.00	$97.00	$135.00	$210.00	$90.00			
	Wednesday, June 2, 2021																								
Task No.	**Description of Work Items / Tasks**	**PRIN/SPM**	**PM/RWM**	**SM**	**TM2**	**TM1**	**SE2**	**SE1**	**PE/DES/CM**	**E3 / SR TECH**	**E2/PP/PS**	**E1**	**TECH/PA**	**SURM**	**SS**	**ST**	**SC2**	**SO/RPR**	**ADMIN**	**GE**	**SGE**	**GT/CO**	**Total Manhours**	**Total Labor Fee**	**Subtotal**
100	**PROJECT MANAGEMENT**																								
101	Project Management			45					15														60	$11,100	**$11,100.00**
		0	0	45	0	0	0	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	60		**$11,100.00**
200	**MEETINGS**																								
201	Kickoff Meeting			9					9														18	$2,672	**$2,672.00**
202	Review Meetings (30, 60, and 90%)			6					6														12	$2,004	**$2,004.00**
203	Monthly Progress Meetings (6 virtual meetings)			6					6														12	$2,004	**$2,004.00**
204	Additional Meetings			16					16														32	$5,344	**$5,344.00**
		0	0	36	0	0	0	0	36	0	0	0	0	0	0	0	0	0	0	0	0	0	72		**$12,024.00**
300	**PUBLIC ENGAGEMENT**																								
301	Stakeholder Database - Included in Task 1301																						0	$0	**$0.00**
302	Stakeholder Notifications - Included under Task 1301																						0	$0	**$0.00**
303	Two Pre-recorded Videos or Narrated Powerpoint Presentations								14														14	$1,834	**$1,834.00**
		0	0	0	0	0	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	14		**$1,834.00**
400	**UTILITY COORDINATION**																								
401	Utility Review Meeting/Coordination (2 Meetings)			2		8			8														18	$2,910	**$2,910.00**
		0	0	2	0	8	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	18		**$2,910.00**
500	**SURVEYS**																								
501	Topographic Survey														8	8	46						62	$9,254	**$9,254.00**
502	Base Map Preparation														6	18							24	$2,280	**$2,280.00**
503	Control and Land Corners																12						12	$1,980	**$1,980.00**
504	Utility Locates														1		6						7	$1,112	**$1,112.00**
505	Staking of ROW and Easements														2		12						14	$2,224	**$2,224.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	17	26	76	0	0	0	0	0	119		**$16,850.00**
600	**GEOTECHNICAL**																								
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		**$0.00**
700	**ENVIRONMENTAL**																								
701	Desktop Environmental Review									10													10	$1,089	**$1,089.00**
702	Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation																						0	$0	**$0.00**
703	Cultural Resources Field Study																						0	$0	**$0.00**
704	Nationwide Permit																						0	$0	**$0.00**
		0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	10		**$1,089.00**
800	**TRAFFIC STUDIES**																								
																							0	$0	**$0.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		**$0.00**
900	**ALTERNATIVE ANALYSIS**																								
																							0	$0	**$0.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		**$0.00**
1000	**CONCEPT DESIGN**																								
1001	Hydrologic and Hydraulic Modeling					8				40													48	$6,216	**$6,216.00**
1002	Concept Design Alternatives								32														32	$4,192	**$4,192.00**
		0	0	0	0	8	0	0	32	40	0	0	0	0	0	0	0	0	0	0	0	0	80		**$10,408.00**

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - NW TIGER BOULEVARD & G STREET

	Hourly Billing Rate ---->>>>	$274.00	$217.00	$203.00	$193.00	$182.00	$158.00	$147.00	$131.00	$119.00	$108.00	$100.00	$67.00	$154.00	$122.00	$86.00	$165.00	$90.00	$97.00	$135.00	$210.00	$80.00			
	Wednesday, June 2, 2021																								
Task No.	**Description of Work Items / Tasks**	**PRIN/SPM**	**PM/RWM**	**SM**	**TM2**	**TM1**	**SE2**	**SE1**	**PE/DES/CM**	**E3 / SR TECH**	**E2/PP/PS**	**E1**	**TECH/PA**	**SURM**	**SS**	**ST**	**SC2**	**SC/RPR**	**ADMIN**	**GE**	**SGE**	**GT/CO**	**Total Manhours**	**Total Labor Fee**	**Subtotal**
1100	**PRELIMINARY DESIGN**																								
1101	Preliminary Plans					2			98	56													154	$19,604	**$19,604.00**
1102	Structural Design				4				11	16													31	$4,117	**$4,117.00**
1103	Construction Phasing & Traffic Control		4		2				4	12		16											38	$4,808	**$4,808.00**
1104	Landscaping Design																						0	$0	**$0.00**
1105	Rendering Planning																						0	$0	**$0.00**
1106	Hydrologic and Hydraulic Modeling					2				20													22	$2,744	**$2,744.00**
1107	Design Memorandum					2				24													26	$3,220	**$3,220.00**
1108	FEMA Conditional Letter of Map Revision																								
1109	ROW and Easement Descriptions (Assume 5)														12	12							24	$2,496	**$2,496.00**
1110	Opinion of Probable Cost		1						4	8													13	$1,693	**$1,693.00**
		0	5	0	6	6	0	0	115	136	0	16	0	0	12	12	0	0	0	0	0	0	308		**$36,680.00**
1200	**FINAL DESIGN**																								
1201	Final Plans and Construction Specification Manual					2			100	64													166	$21,080	**$21,080.00**
1202	Structural Design				13				30	46													89	$11,913	**$11,913.00**
1203	Construction Phasing & Traffic Control			2	1				2	6		6											17	$2,175	**$2,175.00**
1204	Landscaping Design																						0	$0	**$0.00**
1205	Hydrologic and Hydraulic Modeling					2			2	4													8	$1,102	**$1,102.00**
1206	Permitting					2				20													22	$2,744	**$2,744.00**
1207	Opinion of Probable Cost		1						4	8													13	$1,693	**$1,693.00**
		0	1	2	14	6	0	0	138	148	0	6	0	0	0	0	0	0	0	0	0	0	315		**$40,707.00**
1300	**ROW ACQUISITION**																								
1301	Right of Entry		5	5								8											18	$2,900	**$2,900.00**
1302	Ownerships		3	3								3											9	$1,560	**$1,560.00**
1303	Appraisals		3	3								3											9	$1,560	**$1,560.00**
1304	Negotiations		24	24								36											84	$13,680	**$13,680.00**
1305	Agreements and Closing		24	24								34											82	$13,480	**$13,480.00**
1306	Call Logs		5	5								8											18	$2,900	**$2,900.00**
		0	64	64	0	0	0	0	0	0	0	92	0	0	0	0	0	0	0	0	0	0	220		**$36,080.00**
1400	**BIDDING**																								
1401	Bidding Phase Services			2		4			25														31	$4,409	**$4,409.00**
																							0	$0	**$0.00**
		0	0	2	0	4	0	0	25	0	0	0	0	0	0	0	0	0	0	0	0	0	31		**$4,409.00**
1500	**CONSTRUCTION PHASE SERVICES**																						0	$0	**$0.00**
1501	Staking													3	4		32						39	$6,230	**$6,230.00**
1502	Administration				2	40			56														98	$15,002	**$15,002.00**
1502	Landscape Construction Services																						0	$0	**$0.00**
1503	Observation and Testing												150					345					495	$41,100	**$41,100.00**
1504	Project Closeout					12			16														28	$4,280	**$4,280.00**
1505	FEMA Letter of Map Revison																						0	$0	**$0.00**
		0	0	0	2	52	0	0	72	0	0	0	150	3	4	0	32	345	0	0	0	0	660		**$66,612.00**
	Total Manhours	0	70	151	22	84	0	0	455	324	10	114	150	3	33	36	100	345	0	0	0	0	1,907	$242,694	**$242,694.00**	**$242,694.00**
	Total Labor	$0	$15,190	$30,653	$4,246	$15,288	$0	$0	$59,605	$38,556	$1,080	$11,400	$10,050	$462	$4,026	$3,096	$17,820	$31,050	$0	$0	$0	$0		$242,694	**$242,694.00**
	Total Expenses																								**$62,695.40**
	Labor Adjustment for Work performed in Future Years																								**$3,213.03**
	Total Not to Exceed Fee																								**$308,602.43**

olsson

LABOR RATE BILLING SCHEDULE 2021

LABOR RATES

Description	Range
Principal/Senior Professional.....	140 - 275
Project Manager.....	110 - 180
Project Professional.....	90 - 145
Assistant Professional.....	60 - 125
Designer.....	70 - 135
CAD Operator.....	40 - 100
Survey.....	50 - 140
Survey Crew.....	120 - 160
Construction Services.....	50 - 170
Administrative/Clerical.....	40 - 100

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

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

Classification	Cost
Automobiles (Personal Vehicle)	$0.56/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Updated for Year 2021

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH OLSSON INC., FOR ENGINEERING AND PROJECT SERVICES FOR NW TIGER AND G STREET.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Olsson Inc. for engineering and project services for NW Tiger and G Street (MUNIS #21EN0010) in an amount of $308,602.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for NW 4th and D Street. The cost of this contract will be $228,559.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$228,559.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Thursday, July 1, 2021

Re: PSA for NW 4th and D Street (MUNIS# 21EN0006)

Project Description:

Construct depressed channel in alley and direct flow to NW D Street pond.

Olsson Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $228,559.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Olsson Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

Munis #21EN0006

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **NW 4TH AND D STREET** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **OLSSON, INC.**, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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** Two Hundred Twenty-Eight Thousand, Five Hundred and Fifty-Nine Dollars ($228,559), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**OLSSON, INC**
CITY	ENGINEER
	[redacted]
BY	BY
MAYOR	**TRANSPORTATION PRACTICE LEADER**
TITLE	TITLE
	JUNE 23, 2021
DATE SIGNED	DATE SIGNED
	[redacted]
	BY ERIC SHELTON
	SR ENGINEER, WATER RESOURCES
	TITLE
	JUNE 23, 2021
	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

CONSTRUCT DEPRESSED CHANNEL IN ALLEY AND DIRECT FLOW TO NW D STREET POND.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.
- See Appendix C for detailed Scope of Services.

APPENDIX C – SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

NW 4th Street & D Street
CITY OF BENTONVILLE, ARKANSAS

SURVEYS, PRELIMINARY AND FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION PHASE SERVICES

This exhibit is hereby attached to and made a part of the Professional Services Agreement dated July 13, 2021 between The City of Bentonville, Arkansas ("City") and Olsson, Inc. ("ENGINEER") providing for professional services. ENGINEER's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project locations:

1. NW 4th Street and D Street
   Project Description: Existing drainage flows from NW C Street to the west through yards and open channel drainage ditches next to streets. Runoff drains to detention basin on the northwest side of NW 4th Street and NW D Street. Determine best alignment to reduce yard flooding between NW C St to NW D Street and NW 4th Street to NW 3rd Street by conveying stormwater via enclosed drainage system and/or open channel to the existing detention basin.



Design Criteria: The stormwater improvement projects will be designed according to the City of Bentonville design criteria per Stormwater Management and Drainage Manual. In the event that a building or street cannot be adequately protected to meet criteria or it is determined to be not cost-effective to do so, ENGINEER will meet with the Client to discuss the location and design alternatives available. For those areas

not meeting City of Bentonville criteria, the Client will provide a waiver of the criteria requirements.

SCOPE OF SERVICES

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

Phase 100 – Project Management

Task 101: **Project Management** – The ENGINEER Project Manager (PM) will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of the project team and sub-consultants, and provide regular progress reports with invoices.

The ENGINEER PM will coordinate their design with other City departments, outside agencies and/or other consultants that are involved with this project or adjacent projects.

The ENGINEER PM will be responsible for preparing a Project Management Plan, Quality Control Plan, and maintaining a web-based document management system utilizing Smartsheet (or other approved software) and will provide access to the City. ENGINEER and City Project Managers will work together to determine content and file structure.

ENGINEER will create and maintain a decision log matrix to track and document significant decisions and how they were reached.

Phase 200 – Project Meetings

Task 201: **Kick-Off Meeting** – Once notice to proceed has been received, the ENGINEER will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the ENGINEER shall be responsible for notification to attendees.

Task 202: **Review Meetings** – ENGINEER will schedule and attend review meetings to receive the City's review comments from the 30%, 60%, and 90% submittals. (3 meetings)

Task 203: **Monthly Progress Meetings** – ENGINEER will provide monthly progress updates to the client to review progress, and to discuss any questions or issues that arise during the design. Progress updates may be by telephone or email or in-person meetings. Six (6) virtual meetings are included in this scope.

Task 204: **Additional Meetings** – ENGINEER will attend and present at additional meetings as follows:

- Pre-Application Meeting – The ENGINEER will attend with the City a pre-application meeting.
- City Council Meeting – The ENGINEER will attend with City staff a City Council meeting during the Final Design Phase of the project.

Phase 300 – Public Engagement

Task 301: **Stakeholder Database** – ENGINEER will develop and manage a database of project stakeholders to include residents, property owners, organizations, agencies, City staff and officials, project team members and other parties who may be interested in or impacted by the project. Management of the database will include tracking meeting attendance, comments, responses, and contacts (phone calls, emails, etc.) made by the individual and ENGINEER. This same database will be utilized during the right-of-way and easement acquisition process to track appraisals and negotiations as they occur. (Work effort for this Task is included under Task 1301)

Task 302: **Stakeholder Notification** – ENGINEER will notify adjacent property owners that survey crews will be in the area prior to the commencement of field surveys. Notification will be via mailed letters. Surveyors, geotechnical staff, and other field personnel will be provided postcards containing project name, project area and contact information to provide to individuals when asked questions during the field operations. It is assumed that formal "Right-of Entry" documents are not required. (Work effort for this Task is included under Task 1301)

Task 303: **Project Presentations** – No separate project web site is required. ENGINEER will prepare pre-recorded videos or narrated presentations describing the project, current project status, and project schedule for posting on the City's web site. Preparation of two videos/power points are included in this scope: one at the completion of Preliminary Design (60%) and one at completion of Final Design (100%). The Final Design video/power point will also be utilized for the City Council meeting described in Task 204.

Task 304 **Public Meetings** – No public meetings are included in this scope.

Phase 400 – Utility Coordination

Task 401: **Utility Review Meeting/Coordination (1 Meeting)** – The ENGINEER shall distribute the plans to public and private utility companies for verification of ownership, type, size, and location of their facilities. Time will be included for coordination via the phone and one (1) utility coordination meeting.

- Plans will be submitted to the utility companies at 30% to verify the location of their existing facilities as shown on the plans.
- Plans will be submitted to the utility companies at 60% to allow them to identify potential conflicts with the proposed design and to begin planning for any required relocations or adjustments. A utility coordination meeting will be conducted as part of the 60% review.
- Plans will be submitted to the utility companies at 90% to finalize coordination of any required relocations and adjustments.
- Additional coordination via telephone with individual utility companies will be provided, as necessary.
- Potholing to verify location at key utility crossings may be required. For this project we have included potholing at 5 locations.

Phase 500 – Survey Services

Task 501: **Topographic Survey** – The ENGINEER will perform the necessary topographic surveys which will include existing items such as above ground utilities, trees, road centerline, intersecting streets, drives, cross-sections and profiles necessary to design and construct the project. The topographic survey will be performed using electronic 'Total Station' and/or GPS equipment technology.

Natural topographic features and man-made features will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. Topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.

The limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information for slope tie-ins. The survey limits will extend 300 feet beyond the end of the project limits. The topographic survey will extend along intersecting streets a minimum distance of 100 feet and will be at least 100 feet in width. Channel meanders will be identified and surveyed along their flowlines for 300 feet from roadway centerline including stream cross sections up and down stream to confirm the hydraulic modeling. The survey limits are defined on the project location map.

Task 502: **Base Map Preparation** – ENGINEER will create the base map using the above topographic survey data. Drawings will be provided in AutoCAD format. The Base Maps will include all topographic information, existing underground and aerial utilities, existing right-of-way lines, lot lines, and property lines.

Task 503: **Control and Land Corners** – The ENGINEER shall provide a list of horizontal control points with coordinates and descriptions. Horizontal control will be referenced to the Arkansas Coordinate System 1983, North Zone. Vertical control will be referenced to NAVD 88.

Horizontal and vertical control will be established using the National Geodetic Survey (NGS) Online Position User Service (OPUS) or from local city monuments, if available.

The ENGINEER will survey section and/or property corners to create the base maps right-of-way drawings.

Bench levels will be run by direct leveling methods, (no "side shots" will be permitted). Levels will close within an allowable error of five-hundredths (0.05) of a foot times the square root of the length of the level loop in miles. The ENGINEER will run a closed level circuit, establishing intermediate benchmarks along the project and on intersecting streets beyond the limits of the project. This level circuit will be tied to NAVD 88.

Task 504: **Utility Locates** – Arkansas One Call will be contacted, and utilities will be drawn from surveying above ground features and will include markings by utility companies resulting from the locate request. Any information supplied by utility companies will also be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The ENGINEER will add a

disclaimer to the drawings with respect to the undetermined location of underground utilities.

Task 505: **Staking of ROW and Easements** – The ENGINEER, during the ROW Acquisition Phase, will stake the location of the existing and new ROW and new Easement locations to assist the property owner in visualizing the acquisition lines. Staking will consist of lathe with colored flagging.

Phase 600 – Geotechnical Exploration – NOT INCLUDED IN THIS SCOPE

Phase 700 – Environmental Documentation

Task 701: **Desktop Environmental Review** – ENGINEER will review the project for cultural, wetlands and stream, and threatened and endangered species. The review will use desktop resources publicly available or provided by the city. A memo will be provided that summarizes the results of the cultural resources, threatened and endangered species and wetland and stream review.

Cultural Resources Review – ENGINEER will review the national register of historic places to determine potential cultural resources near the project. Should a federal nexus (e.g., nationwide permit) occur, the project will be sent to the SHPO for review.

Threatened and Endangered Species Evaluation – ENGINEER will evaluate the site for any potential issues associated with threatened and endangered (T&E) species. The T&E species evaluation will include a desktop review of threatened and endangered species, which will include using the U.S. Fish and Wildlife Service (USFWS) approved online Information for Planning and Conservation (IPaC) service to analyze the property for the likely presence of federally listed species or T&E species critical habitat.

Wetland and Stream Desktop Review - The wetland delineation and stream assessment consist of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery. The wetland and stream desktop review will determine if a field delineation is needed.

Task 702: **Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation – NOT INCLUDED IN THIS SCOPE**

Task 703: **Cultural Resources Field Study – NOT INCLUDED IN THIS SCOPE**

Task 704: **Nationwide Permit – NOT INCLUDED IN THIS SCOPE**

Phase 800 – Traffic Studies – NOT INCLUDED IN THIS SCOPE

Phase 900 – Alternative Analysis – NOT INCLUDED IN THIS SCOPE

Phase 1000 – Concept Design (30% plans)

Task 1001: **Hydrologic and Hydraulic Modeling** – ENGINEER will develop a hydrology and hydraulic model to analyze existing (if needed) and proposed storm sewer layout. ENGINEER will use rational or NRCS curve number method to determine peak flows for the 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year return frequencies. Conceptual storm sewer layout will seek to minimize conflict with existing utilities while considering cost effectiveness and design criteria defined in the project kickoff. It is anticipated that one concept will be presented for discussion to the Client. Presentation will include conceptual level plan and profile exhibits for the recommended storm sewer layout.

Task 1002: **Concept Design Alternatives (Optional):** The ENGINEER will evaluate three conceptual design alternatives for storm sewer layout. ENGINEER will provide to the Client exhibits with hydrology and hydraulic results for each alternative.

Phase 1100 – Preliminary and Right-of-Way Design (60% Plans)

Task 1101: **Preliminary Plans** – This task will be to take the approved concept alternative to 60% complete. The preliminary plans with this project will include detailed storm system profiles, channel grading, and other special grading or considerations that could affect right-of-way or easements. The plans will include location of proposed right-of-way and easements and will be used for utility coordination.

The preliminary plans will include:

- Title Sheet
- General Notes Sheet
- Survey control and alignment sheet
- Typical sections
- Special Grading Plans (if required)
- Drainage Area Map
- Storm Sewer System Plan and Profiles
- Landscaping Preliminary Plans (if required)

Task 1102: **Structural Design – NOT INCLUDED IN THIS SCOPE**

Task 1103: **Construction Phasing and Traffic Control** – ENGINEER will develop a construction phasing plan to ensure general constructability and provide MUTCD typical applications for guidance. The Contractor will be expected to provide detailed traffic control plan if required by the City.

Task 1104: **Landscape Design – NOT INCLUDED IN THIS SCOPE**

Task 1105: **Rendering Planning – NOT INCLUDED IN THIS SCOPE**

Task 1106: **Hydrologic and Hydraulic Modeling** – ENGINEER will incorporate feedback from client during 30% plans into layout of storm sewer and further refine hydrology and hydraulic models. Engineer will prepare preliminary storm sewer layout sizing, drainage map and profiles for the street storm sewer for inclusion in the 60% plans.

Task 1107: **Design Memorandum** – ENGINEER, as part of the 60% submittal will prepare a design memorandum outlining the design criteria and exhibit for the projects and submit for agreement by the City's Project Manager.

Task 1108: **FEMA Conditional Letter of Map Revision (CLOMR) – NOT INCLUDED IN THIS SCOPE**

Task 1109: **Right-of-Way/Easement Descriptions** – The ENGINEER will contract with a local abstractor/title company to provide an Ownership and Encumbrance Title Report (O & Es) for use in determining ownership of parcels adjoining the project. Right-of-Way (ROW), Temporary Construction Easements (TCE), and Permanent Drainage/Utility Easement (PDE) descriptions plus exhibits will be prepared for this project. The descriptions and accompanying exhibits will be provided to the City in electronic format on forms provided by the City. Assumed for this project are:

- 6 number of parcels
- 0 New ROW descriptions and exhibits
- 4 PDE descriptions and exhibits
- 2TCE descriptions and exhibits
- Note that the property owner research and Title work is included under Task 1302.

Task 1110: **Opinion of Probable Cost:** The ENGINEER shall prepare an updated total project opinion of probable cost including engineering, right-of-way, construction, and construction engineering on appropriate forms

Phase 1200 – Final Design Phase (90 and 100 Percent Plans)

Task 1201: **Final Design and Construction Specification Manual** – Continuing with the completed and approved preliminary (60%) construction plans, final construction documents will be developed and submitted to the client for review and comments. After review by Client, ENGINEER will revise final plans and specifications and submit an electronic set of bid documents.

ENGINEER will submit Specifications and Special Provisions with this submittal. Scope assumes the specification front end documents and construction contract documents are provided by the City.

Final design plans will include the following sheets and information:

- Cover sheet and location map
- General notes and summary of quantities
- Survey reference and existing and proposed easement limits. Property line and ownership information
- Typical sections
- Surface drainage design
- Plan and profiles
- Cross sections (if needed)
- Grading plans
- Traffic control plan
- Erosion and sediment control plan
- Details

Task 1202: **Structural Design – NOT INCLUDED IN THIS SCOPE**

Task 1203: **Construction Phasing and Traffic Control** – ENGINEER will develop a construction phasing plan to ensure general constructability and provide MUTCD typical applications for guidance. The Contractor will be expected to provide detailed traffic control plan if required by the City.

Task 1204: **Landscaping Design – NOT INCLUDED IN THIS SCOPE**

Task 1205: **Hydrologic and Hydraulic Modeling** – ENGINEER will update hydrology and hydraulic models with any revisions to 60% plans.

Task 1206: **Permits** – The ENGINEER shall prepare and submit on behalf of the Client the following permits, agreements, certifications, and forms.

- SWPPP - NPDES Permit if required
- Short Term Activity Authorization Permit if required

Task 1207: **Opinion of Probable Cost:** The ENGINEER shall prepare an updated opinion of probable construction cost based on the proposed improvements.

Phase 1300 – Right-of-Way Acquisition

The ENGINEER will conduct Right-of-Way and Easement Acquisition services as described below. For this project we have assumed 6 parcels.

Task 1301: **Right of Entry** – Obtain verbal or written right of entry from impacted landowners for various field work associated with the project. The database and notification work per Task 301 and 302 is included under this Task 1301.

Task 1302: **Ownership Research/Title Research** – ENGINEER shall complete initial research to identify impacted landowners and shall coordinate through a title company to obtain title reports and/or commitments as needed to support survey work and acquisition closings.

Task 1303: **Appraisal** – ENGINEER shall sub-consultant appraisal services through one or more appraisal firms. Independent appraisal reviews by a secondary appraiser are not contemplated in this work.

Task 1304: **Negotiation** – ENGINEER shall make initial offers to impacted landowners based upon the ROW and Easement descriptions, associated exhibits, plans, and appraised values, and negotiate settlements where necessary.

Task 1305: **Agreement preparation and closings** – ENGINEER shall prepare option or purchase agreements and associated deeds based upon the City's standard forms. ENGINEER shall coordinate closings through a title company.

Task 1306: **Matrices and Call Logs** - ENGINEER shall update and maintain matrices and call logs to track acquisition progress and make that information available to the City through Smartsheet.

Phase 1400 – Bidding Phase

Task 1401: Bidding –

- Advertise for and obtain bids for the proposed work
- Answer Requests for Information (RFIs)
- Prepare Addenda
- Attend Bid Opening

Phase 1500 – Construction Phase Services

Construction Phase Services – The scope of this work includes the pre-construction preparation, construction staking, observation and administration, materials testing, post-construction documentation and project closeout for the project. The estimated fee is based on 60 calendar days.

Task 1501: Construction Staking (one time)

- Stake survey control points for general contractors use (one time).
- Stake Right-of-Way
- Stake Temporary Construction Easements
- Stake storm water structures
- Stake driveway and street saw cuts for demolition
- Stake waterline and fire hydrants
- Stake sidewalks and ADA ramps
- Stake curb and gutter
- Stake driveways

Task 1502: Construction Administration

- Assist the City in planning and conducting a pre-construction meeting
- Perform review of shop drawings and materials submittals and issue back to contractor
- Provide professional review and coordination throughout construction, including periodic attendance at progress meetings, schedule reviews, dealing with contractor and utility issues, issuance of field orders, work change directives, and change orders, and review and approval of contractor's pay applications.
- Receive contractor requests for interpretation or clarification on the intent of the contract specifications during construction and issue responses as required. Coordinate with the City, the communication of such responses to the prime contractor.
- Determine whether or not the contractor is generally adhering to the specifications and plan documents, and schedule through on-going observations.
- Report to City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with the contract documents.
- Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
- Provide review of final documentation including the final pay estimate, final change order and punch list review.
- Provide Record Drawings based on plan markups provided by the contractor.

Task 1503: Landscaping Construction Services – NOT INCLUDED IN THIS SCOPE

Task 1504: Construction Observation and Materials Testing

- Construction Observer(s) to review plans and construction documents and set up appropriate field documentation books.
- Perform full and part-time construction observation and document the work in progress.
- Compile a daily diary that documents weather conditions, contractor(s) construction activity, contractor's personnel, equipment utilized, and discovered irregularities in the materials used or quality of work performed.
- Determine the contractor's compliance with the contract and specifications and reject work and/or materials that are not in compliance.
- Provide observation and documentation of the project traffic control and detour signage and communicate deficiencies to the contractor.
- Provide construction materials testing and reporting in accordance with the testing frequencies outlined in Article 800 of the City's Minimum Standard Specifications for Streets and the Arkansas Department of Transportation LPA manual, including concrete air, slump and cylinders; soil and base rock proctors and Atterberg limits; aggregate gradations and deleterious substances; soil density testing; aggregate base rock density testing; storm sewer trenches; asphaltic concrete density testing by nuclear gauge; and asphalt content of hot mix asphalt.

Task 1505: Project Closeout

- Certification of Project – ENGINEER shall provide a certification that the project has been constructed in accordance with the Record Drawings.

- As-built survey – ENGINEER will conduct a survey of the completed project to verify the as-built condition. The survey will include roadway centerline, all storm drainage related elements such as top and inverts of drainage structures, verification of culvert dimensions and pipe diameters, top of any berms and any detention basins. Curbs, sidewalks, multi-use paths, driveway and other roadway elements will not be surveyed unless a design change was made during construction.

- Record Drawings – ENGINEER will prepare record drawings reflecting information gathered during the as-built survey and from markups provided by the contractor.

Task 1506: Letter of Map Revision – NOT INCLUDED IN THIS SCOPE

DELIVERABLES:

- Project Management Plan & Quality Management Plan
- Meeting notes
- Design Memorandum
- Electronic plan submittals for concept, preliminary and final designs
- Opinions of probable construction costs with each submittal
- Contract documents and specifications for the final design submittal
- Two recorded presentations
- Environmental Review Memo
- Signed option or purchase agreement and/or final signed conveyance deed

- Appraisal report for each acquisition
- Final Call Log and Matrix
- Title policies (if applicable)
- Construction Reports
- Record Drawings

ASSUMPTIONS:

We have made assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- Plans will be completed for one bid package. Splitting the plans into multiple plan sets would require a contract amendment.
- All permit and mitigation fees will be expensed by the Client.
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities. If City owned waterline and sanitary sewer relocation design is needed, a contract amendment for those services will be needed.
- Standard curb or area inlets will be utilized. No special details will be required.
- ROW Acquisition fees are estimated on a per parcel basis.
- ENGINEER shall attend up to two (2) in-person meetings per owner for ROW negotiations/acquisitions.
- Assumes one appraisal for each acquisition.
- Assumes that each acquisition will be staked and will close through a title company.
- No Phase I environmental due diligence for acquisitions
- Assumes that negotiations to acquire property will begin at completion of the 60% design plans.
- Assumes that there are no total acquisitions or relocations.
- ENGINEER is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. ENGINEER's sole obligation is to report its observation, inspection and test results to Client as provided herein. The above Scope of Work was prepared without the anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors for the project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out-of-scope services. ENGINEER will notify the City if construction testing frequencies and site visits are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services.
- The estimated hourly fee shown for construction staking is an estimate based on one-time staking of each of the specified elements. The City understands that the Contractor may or may not request all the items contained in this estimate. Re-staking or additional staking beyond that estimated shall be considered additional services and will be billed hourly.
- Observation is estimated at approximately part-time and assume that that at least two projects are under construction during the same period. Days are estimated at 5-hour days and includes travel time. Field testing is estimated at 2-hours per day including travel time. Time required beyond the estimated days may require a contract amendment. Labor for lab testing is included in the unit price for the test.
- Construction testing, inspection, observation and management does not include relocations for private utilities (gas, communications, etc) and utility relocations prior to the selected contractors notice to proceed.
- Fees are an estimate of the actual work necessary to complete the work and Olsson can shift funds between contract phases and tasks as necessary to complete the

work. Fees cannot be shifted to a future phase until the current phase has been submitted and accepted by the City.

- Other assumptions identified within the scope of services.

EXCLUSIONS: Exclusions include, but are not limited to, the following:

- Conditional Letter of Map Revision (CLOMR) and LOMR
- Updating of the FEMA model
- Concrete jointing plan
- Pedestrian detour plans
- Detailed Construction Phasing and Traffic Control Plans
- Water quality design
- Environmental investigation, permitting beyond those noted in the scope including:
    - Individual Section 404 Permit Application
    - Additional Site Visits with the US Army Corps
    - Agency or Client Meetings, Other Than Phone Call Discussions
    - Changes in Project Design or Location Requiring Changes to the Report
    - Migratory Bird Treaty Act Nesting Surveys
    - Bald and Golden Eagle Nest Surveys
    - Agency Requested Threatened and Endangered Species-Specific Survey
    - Further coordination with USFWS and any further assessments.
    - Agency Requested Historic or Cultural Resource Surveys
    - Wetland Mitigation Services beyond those indicated in the scope of services
    - Noise Studies
    - Archaeological surveys
- Environmental Assessment
- Environmental Impact Statement
- Renderings, 3D Modeling, and visualization
- Any services not specifically detailed in the scope.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
   a. Record date of receipt of Shop Drawings and samples.
   b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
   c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
   a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
   b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
   c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
   a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
   b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
   a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
   b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
   c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
   d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
    b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

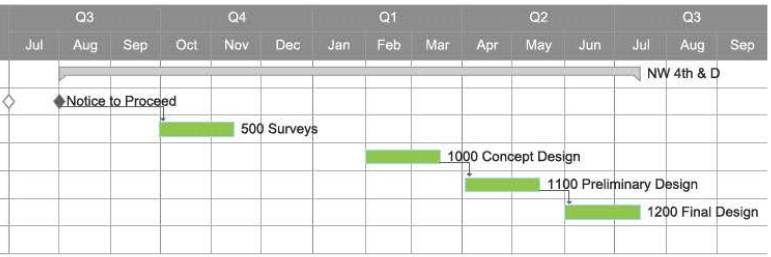
Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

NW 4th & D

ROW Acquisition, Utility Relocation, and Construction not shown on schedule. ROW Acquisition and Utility Relocation may impact schedule.

	Task Name	Start	Finish	Duration
1	NW 4th & D	08/01/21	07/15/22	349d
2	Notice to Proceed	08/01/21	08/01/21	0
3	500 Surveys	09/30/21	11/13/21	45d
4	1000 Concept Design	02/01/22	03/17/22	45d
5	1100 Preliminary Design	04/02/22	05/16/22	45d
6	1200 Final Design	06/01/22	07/15/22	45d
7				



BENTONVILLE - NW 4TH STREET & D STREET - APPENDIX C

Wednesday, June 2, 2021

FEE SUMMARY BY EMPLOYEE CLASSIFICATION					
Personnel		**Total Hr.**	**2021 $ Per Hr.**	**Labor Cost**	**Total Cost**
Principal / Senior Project Manger	PRIN/SPM	0	$274.00	$0	$0.00
Project Manager / ROW Manager	PM/RWM	52	$217.00	$11,284	$11,284.00
Senior Manager	SM	128	$203.00	$25,984	$25,984.00
Technical Manager 2	TM2	0	$193.00	$0	$0.00
Technical Manager 1	TM1	88	$182.00	$16,016	$16,016.00
Senior Engineer 2	SE2	0	$158.00	$0	$0.00
Senior Engineer 1	SE1	0	$147.00	$0	$0.00
Project Engineer / Designer / Const Manager	PE/DES/CM	199	$131.00	$26,069	$26,069.00
Engineer 3 / Senior Technician	E3 / SR TECH	256	$119.00	$30,464	$30,464.00
Engineer 2 / Public Professional / Project Scientist	E2/PP/PS	30	$108.00	$3,240	$3,240.00
Engineer 1 (Assistant Engineers)	E1	62	$100.00	$6,200	$6,200.00
Technician / Public Assitant	TECH/PA	150	$67.00	$10,050	$10,050.00
Survey Manager	SURM	6	$154.00	$924	$924.00
Senior Surveyor	SS	47	$122.00	$5,734	$5,734.00
Survey Technician	ST	57	$86.00	$4,902	$4,902.00
2 man Survey Crew	SC2	72	$165.00	$11,880	$11,880.00
Senior Constr Observer / Resident Project Representative	SO/RPR	300	$90.00	$27,000	$27,000.00
Admin	ADMIN	0	$97.00	$0	$0.00
Geotech Engineer	GE	0	$135.00	$0	$0.00
Sr Geotech Engineer	SGE	0	$210.00	$0	$0.00
Geotech Technician /Constr Observer	GT/CO	0	$90.00	$0	$0.00
Total Labor		1447			**$179,747.00**
Total Expenses					**$44,146.60**
Labor Adjustment for Work Performed in Future Years (3% increase for work in 2022) 2022 work includes 50% of PM & Meetings, 100% of Utility Coord., Public Engagement, Concept, Preliminary Design; Final Design, ROW Acqusition, Bidding and Construction Phase Services.					**$4,665.75**
TOTAL NOT TO EXCEED FEE		**1447**		**$179,747**	**$228,559.35**

Note: Rates shown are for estimating purposes only; actual billing rate is based on the rate for each individual employee and the attached billing rate scheule. Fees for individual phases or tasks may exceed the subtotals shown but total fees shall not exceed the total fee shown.

Wednesday, June 2, 2021

APPENDIX C - EXPENSE SUMMARY

Expenses	Quantity		$ Ea.		Cost
Design					
Travel, mile (car)	960	MILES	$0.54		$513.60
Hotel/Lodging	4	PER NIGHT	$125.00		$500.00
Meals	8	PER DAY	$25.00		$200.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)	0.25	LS	$800.00		$200.00
Subconsultant - Potholing	5	EA	$1,000.00		$5,000.00
Survey					
Design Surveys					
Travel, mile (survey)	480	MILES	$0.75		$360.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		PER DAY	$25.00		$0.00
Utility Locations	8	PER HOUR	$75.00		$600.00
Miscellaneous Expenses (Lath, hubs, materials, etc.)	1	LS	$250.00		$250.00
Construction Surveys					
Travel, mile (survey)	320	MILES	$0.75		$240.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		PER DAY	$25.00		$0.00
Miscellaneous Expenses (Lath, hubs, materials, etc.)	1	LS	$250.00		$250.00
Geotech for Design					
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		PER DAY	$25.00		$0.00
Mobilization		LS	$1,037.00		$0.00
Travel, Drill Rig		MILES	$2.25		$0.00
Travel, Support Truck		Miles	$0.80		$0.00
Traffic Control Permit		EA.	$1,000.00		$0.00
Traffic Control		Day	$2,500.00		$0.00
Drilling, straight auger		Foot	$15.00		$0.00
Sampling		EA.	$18.00		$0.00
Wireline Rock Coring		Foot	$53.00		$0.00
Lab Testing					
Unconfined Compressive Strength - Soils		EA.	$50.00		$0.00
Dry Density		EA.	$21.00		$0.00
Moisture Content		EA.	$15.00		$0.00
Rock Core Breaks		EA.	$40.00		$0.00
Atterberg Limits		EA.	$95.00		$0.00
Acqusitions					
Travel, mile (car)		MILES	$0.54		$0.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)		LS	$1,000.00		$0.00
Sub Consultant - Appraisals	6	EA	$4,000.00		$24,000.00
Title Work	6	EA	$1,000.00		$6,000.00
Construction Observation and Testing					
Travel, mile (car)	3800	MILES	$0.54		$2,033.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		PER DAY	$25.00		$0.00
Mobilization		LS	$1,000.00		$0.00
Lab Testing	1	LS	$4,000		$4,000.00
Observation Trip Charge		EA.	$120.00		$0.00
Standard Proctor Tests		EA.	$165.00		$0.00
Atterberg Limit Tests		EA.	$90.00		$0.00
Sieve Analysis Tests		EA.	$60.00		$0.00
Concrete Compression Testing (Cylinders)		EA.	$19.00		$0.00
ASTM D6925-Prep & Density of Superpave Gyratory Comp Spec		EA.	$290.00		$0.00
ASTM D2041-Theoretical Max Specific Gravity (RICE)		EA.	$180.00		$0.00
ASTM D6307- Asphalt Content by Ignition Method		EA.	$175.00		$0.00
ASTM D6995-VMA in Compacted Paving Mix		EA.	$30.00		$0.00
ASTM D3203-Percent Air Voids in Compacted Paving Mix		EA.	$30.00		$0.00
SUBTOTALS					
Design					**$6,413.60**
Survey					**$1,700.00**
Geotech					**$0.00**
Acqusitions					**$30,000.00**
Construction					**$6,033.00**
TOTAL EXPENSES					**$44,146.60**

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - NW 4TH STREET & D STREET

	Hourly Billing Rate ---->>>	$274.00	$217.00	$203.00	$193.00	$182.00	$168.00	$147.00	$131.00	$119.00	$108.00	$100.00	$67.00	$154.00	$122.00	$85.00	$165.00	$90.00	$97.00	$135.00	$210.00	$90.00			
	Wednesday, June 2, 2021																								
Task No.	**Description of Work Items / Tasks**	**PRIN/SPM**	**PM/RWM**	**SM**	**TM2**	**TM1**	**SE2**	**SE1**	**PE/DES/CM**	**E3 / SR TECH**	**E2/PP/PS**	**E1**	**TECH/PA**	**SURM**	**SS**	**ST**	**SC2**	**SO/RPR**	**ADMIN**	**GE**	**SGE**	**GT/CO**	**Total Manhours**	**Total Labor Fee**	**Subtotal**
100	**PROJECT MANAGEMENT**																								
101	Project Management			36					12														48	$8,880	**$8,880.00**
		0	0	36	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	48		**$8,880.00**
200	**MEETINGS**																								
201	Kickoff Meeting			8					8														16	$2,872	**$2,872.00**
202	Review Meetings (30, 60, and 90%)			6					6														12	$2,004	**$2,004.00**
203	Monthly Progress Meetings (6 virtual meetings)			6					6														12	$2,004	**$2,004.00**
204	Additional Meetings			16					16														32	$5,344	**$5,344.00**
		0	0	36	0	0	0	0	36	0	0	0	0	0	0	0	0	0	0	0	0	0	72		**$12,024.00**
300	**PUBLIC ENGAGEMENT**																								
301	Stakeholder Database - Included in Task 1301																						0	$0	**$0.00**
302	Stakeholder Notifications - Included under Task 1301																						0	$0	**$0.00**
303	Two Pre-recorded Videos or Narrated Powerpoint Presentations								14														14	$1,834	**$1,834.00**
		0	0	0	0	0	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	14		**$1,834.00**
400	**UTILITY COORDINATION**																								
401	Utility Review Meeting/Coordination (1 Meeting)			2		8			8														18	$2,910	**$2,910.00**
		0	0	2	0	8	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	18		**$2,910.00**
500	**SURVEYS**																								
501	Topographic Survey														8	8	38						54	$7,934	**$7,934.00**
502	Base Map Preparation														6	8							14	$1,420	**$1,420.00**
503	Control and Land Corners																8						8	$1,320	**$1,320.00**
504	Utility Locates														1		5						6	$947	**$947.00**
505	Staking of ROW and Easements														2		5						7	$1,069	**$1,069.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	17	16	66	0	0	0	0	0	99		**$12,690.00**
600	**GEOTECHNICAL**																								
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		**$0.00**
700	**ENVIRONMENTAL**																								
701	Desktop Environmental Review										10												10	$1,080	**$1,080.00**
702	Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation																						0	$0	**$0.00**
703	Cultural Resources Field Study																						0	$0	**$0.00**
704	Nationwide Permit																						0	$0	**$0.00**
		0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	10		**$1,080.00**
800	**TRAFFIC STUDIES**																								
																							0	$0	**$0.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		**$0.00**
900	**ALTERNATIVE ANALYSIS**																								
																							0	$0	**$0.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		**$0.00**
1000	**CONCEPT DESIGN**																								
1001	Hydrologic and Hydraulic Modeling		2			4				24													30	$4,018	**$4,018.00**
1002	Concept Design Alternatives					2			8	12													20	$2,578	**$2,578.00**
		0	2	0	0	6	0	0	8	36	0	0	0	0	0	0	0	0	0	0	0	0	50		**$6,596.00**

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - NW 4TH STREET & D STREET

	Hourly Billing Rate ---->>>	$274.00	$217.00	$203.00	$193.00	$182.00	$168.00	$147.00	$131.00	$119.00	$108.00	$100.00	$67.00	$154.00	$122.00	$85.00	$165.00	$90.00	$97.00	$135.00	$210.00	$90.00			
	Wednesday, June 2, 2021																								
Task No.	**Description of Work Items / Tasks**	**PRIN/SPM**	**PM/RWM**	**SM**	**TM2**	**TM1**	**SE2**	**SE1**	**PE/DES/CM**	**E3 / SR TECH**	**E2/PP/PS**	**E1**	**TECH/PA**	**SURM**	**SS**	**ST**	**SC2**	**SO/RPR**	**ADMIN**	**GE**	**SGE**	**GT/CO**	**Total Manhours**	**Total Labor Fee**	**Subtotal**
1100	**PRELIMINARY DESIGN**																								
1101	Preliminary Plans					8			16	72													96	$12,120	**$12,120.00**
1102	Structural Design																						0	$0	**$0.00**
1103	Construction Phasing & Traffic Control			2					2	4		6											14	$1,744	**$1,744.00**
1104	Landscaping Design																						0	$0	**$0.00**
1105	Rendering Planning																						0	$0	**$0.00**
1106	Hydrologic and Hydraulic Modeling									8													8	$952	**$952.00**
1107	Design Memorandum		2						4	8													14	$1,910	**$1,910.00**
1108	FEMA Conditional Letter of Map Revision																						0	$0	**$0.00**
1109	ROW and Easement Descriptions (Assume 6)														16	16							32	$3,328	**$3,328.00**
1110	Opinion of Probable Cost		1						4	8													13	$1,693	**$1,693.00**
		0	3	2	0	8	0	0	26	100	0	6	0	0	16	16	0	0	0	0	0	0	177		**$21,747.00**
1200	**FINAL DESIGN**																								
1201	Final Plans and Construction Specification Manual					8			24	88													120	$15,072	**$15,072.00**
1202	Structural Design																						0	$0	**$0.00**
1203	Construction Phasing & Traffic Control		2							2		4											8	$1,072	**$1,072.00**
1204	Landscaping Design																						0	$0	**$0.00**
1205	Hydrologic and Hydraulic Modeling					2				6													8	$1,078	**$1,078.00**
1206	Permitting					2				16													18	$2,268	**$2,268.00**
1207	Opinion of Probable Cost		1						4	8													13	$1,693	**$1,693.00**
		0	3	0	0	12	0	0	28	120	0	4	0	0	0	0	0	0	0	0	0	0	167		**$21,183.00**
1300	**ROW ACQUISITION**																								
1301	ROW acquisition		4	4								4											12	$2,080	**$2,080.00**
1302	Ownerships		2	2								2											6	$1,040	**$1,040.00**
1303	Appraisals		2	2								2											6	$1,040	**$1,040.00**
1304	Negotiations		18	18								20											54	$9,126	**$9,126.00**
1305	Agreements and Closing		16	16								20											52	$8,720	**$8,720.00**
1306	Call Logs		4	4								4											12	$2,080	**$2,080.00**
		0	44	46	0	0	0	0	0	0	0	52	0	0	0	0	0	0	0	0	0	0	142		**$24,086.00**
1400	**BIDDING**																								
1401	Bidding Phase Services			2		4			25														31	$4,409	**$4,409.00**
		0	0	2	0	4	0	0	25	0	0	0	0	0	0	0	0	0	0	0	0	0	31		**$4,409.00**
1500	**CONSTRUCTION PHASE SERVICES**																								
1501	Staking													2	6	25							33	$3,190	**$3,190.00**
1502	Administration					50			40														90	$14,340	**$14,340.00**
1503	Landscaping Construction Services																						0	$0	**$0.00**
1504	Observation and Testing												150					300					450	$37,050	**$37,050.00**
1505	Project Closeout			4					4		20			4	8		16						56	$7,728	**$7,728.00**
1506	FEMA Letter of Map Revision																						0	$0	**$0.00**
		0	0	4	0	50	0	0	44	0	20	0	150	6	14	25	16	300	0	0	0	0	609		**$62,306.00**
																							1447		
	Total Manhours	0	52	128	0	88	0	0	193	256	30	62	150	6	47	57	72	300	0	0	0	0	1,447	$179,747	**$179,747.00**	**$179,747.00**
	Total Labor	$0	$11,284	$25,984	$0	$16,016	$0	$0	$26,069	$30,464	$3,240	$6,200	$10,050	$924	$5,734	$4,902	$11,880	$27,000	$0	$0	$0	$0		$179,747	**$179,747.00**
	Total Expenses																								**$44,146.60**
	Labor Adjustment for Work performed in Future Years																								**$4,665.75**
	Total Not to Exceed Fee																								**$228,559.35**

~ 040 ~

olsson

LABOR RATE BILLING SCHEDULE 2021

LABOR RATES

Description	Range
Principal/Senior Professional.....	140 - 275
Project Manager.....	110 - 180
Project Professional.....	90 - 145
Assistant Professional.....	60 - 125
Designer.....	70 - 135
CAD Operator.....	40 - 100
Survey.....	50 - 140
Survey Crew.....	120 - 160
Construction Services.....	50 - 170
Administrative/Clerical.....	40 - 100

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

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

Classification	Cost
Automobiles (Personal Vehicle)	$0.56/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Updated for Year 2021

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH OLSSON INC., FOR ENGINEERING AND PROJECT SERVICES FOR NW 4TH AND D STREET.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Olsson Inc. for engineering and project services for NW 4th and D Street (MUNIS #21EN0006) in an amount of $228,559.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for NW Trails End and C Street. The cost of this contract will be $171,690.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$171,690.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Thursday, July 1, 2021

Re: PSA for NW Trails End and C Street (MUNIS# 21EN0011)

Project Description:

Replace & extend collection system with curb & gutter.

Olsson Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $171,690.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Olsson Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

Munis #21EN0011

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **NW TRAILS END AND C STREET** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **OLSSON, INC.**, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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** One Hundred Seventy-One Thousand, Six Hundred-Ninety Dollars ($171,690), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**OLSSON, INC**
CITY	ENGINEER
	[redacted]
BY	BY
MAYOR	**TRANSPORTATION PRACTICE LEADER**
TITLE	TITLE
	JUNE 23, 2021
DATE SIGNED	DATE SIGNED
	[redacted]
	BY ERIC SHELTON
	SR ENGINEER, WATER RESOURCES
	TITLE
	JUNE 23, 2021
	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

REPLACE & EXTEND COLLECTION SYSTEM WITH CURB & GUTTER.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.
- See Appendix C for detailed Scope of Services.

APPENDIX C – SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

NW Trails End Lane & C Street
CITY OF BENTONVILLE, ARKANSAS

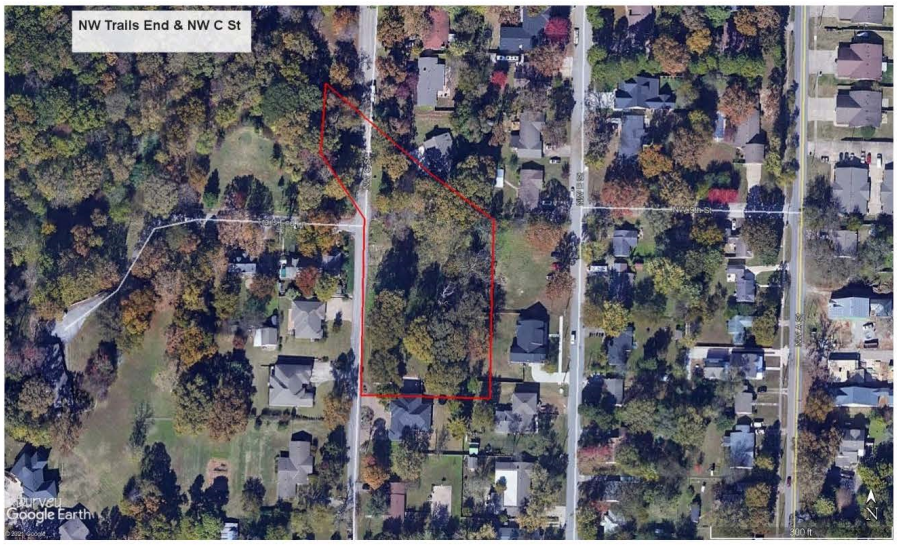
SURVEYS, PRELIMINARY AND FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION PHASE SERVICES

This exhibit is hereby attached to and made a part of the Professional Services Agreement dated July 13, 2021 between The City of Bentonville, Arkansas ("City") and Olsson, Inc. ("ENGINEER") providing for professional services. ENGINEER's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project locations:

1. NW Trails End Lane and C Street
   Project Description: Drainage flows through the property lot on the SE side of the Trails End Lane and NW C Street intersection ditch and across the road to an open ditch. An existing grate inlet collects the runoff and drains it to the northwest into an existing ditch. The existing culvert under the road is undersized and the inlet is in poor shape. Replace the existing storm sewer and extend the collection system to the south.



Design Criteria: The stormwater improvement projects will be designed according to the City of Bentonville design criteria per Stormwater Management and Drainage Manual. In the event that a building or street cannot be adequately protected to meet criteria or it is determined to be not cost-effective to do so, ENGINEER will meet with the Client to discuss the location and design alternatives available. For those areas

not meeting City of Bentonville criteria, the Client will provide a waiver of the criteria requirements.

SCOPE OF SERVICES

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

Phase 100 – Project Management

Task 101: **Project Management** – The ENGINEER Project Manager (PM) will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of the project team and sub-consultants, and provide regular progress reports with invoices.

The ENGINEER PM will coordinate their design with other City departments, outside agencies and/or other consultants that are involved with this project or adjacent projects.

The ENGINEER PM will be responsible for preparing a Project Management Plan, Quality Control Plan, and maintaining a web-based document management system utilizing Smartsheet (or other approved software) and will provide access to the City. ENGINEER and City Project Managers will work together to determine content and file structure.

ENGINEER will create and maintain a decision log matrix to track and document significant decisions and how they were reached.

Phase 200 – Project Meetings

Task 201: **Kick-Off Meeting** – Once notice to proceed has been received, the ENGINEER will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the ENGINEER shall be responsible for notification to attendees.

Task 202: **Review Meetings** – ENGINEER will schedule and attend review meetings to receive the City's review comments from the 30%, 60%, and 90% submittals. (3 meetings)

Task 203: **Monthly Progress Meetings** – ENGINEER will provide monthly progress updates to the client to review progress, and to discuss any questions or issues that arise during the design. Progress updates may be by telephone or email or in-person meetings. Six (6) virtual meetings are included in this scope.

Task 204: **Additional Meetings** – ENGINEER will attend and present at additional meetings as follows:

- Pre-Application Meeting – The ENGINEER will attend with the City a pre-application meeting.
- City Council Meeting – The ENGINEER will attend with City staff a City Council meeting during the Final Design Phase of the project.

Phase 300 – Public Engagement

Task 301: **Stakeholder Database** – ENGINEER will develop and manage a database of project stakeholders to include residents, property owners, organizations, agencies, City staff and officials, project team members and other parties who may be interested in or impacted by the project. Management of the database will include tracking meeting attendance, comments, responses, and contacts (phone calls, emails, etc.) made by the individual and ENGINEER. This same database will be utilized during the right-of-way and easement acquisition process to track appraisals and negotiations as they occur. (Work effort for this Task is included under Task 1301)

Task 302: **Stakeholder Notification** – ENGINEER will notify adjacent property owners that survey crews will be in the area prior to the commencement of field surveys. Notification will be via mailed letters. Surveyors, geotechnical staff, and other field personnel will be provided postcards containing project name, project area and contact information to provide to individuals when asked questions during the field operations. It is assumed that formal "Right-of Entry" documents are not required. (Work effort for this Task is included under Task 1301)

Task 303: **Project Presentations** – No separate project web site is required. ENGINEER will prepare pre-recorded videos or narrated presentations describing the project, current project status, and project schedule for posting on the City's web site. Preparation of two videos/power points are included in this scope: one at the completion of Preliminary Design (60%) and one at completion of Final Design (100%). The Final Design video/power point will also be utilized for the City Council meeting described in Task 204.

Task 304 **Public Meetings** – No public meetings are included in this scope.

Phase 400 – Utility Coordination

Task 401: **Utility Review Meeting/Coordination (1 Meeting)** – The ENGINEER shall distribute the plans to public and private utility companies for verification of ownership, type, size, and location of their facilities. Time will be included for coordination via the phone and one (1) utility coordination meeting.

- Plans will be submitted to the utility companies at 30% to verify the location of their existing facilities as shown on the plans.
- Plans will be submitted to the utility companies at 60% to allow them to identify potential conflicts with the proposed design and to begin planning for any required relocations or adjustments. A utility coordination meeting will be conducted as part of the 60% review.
- Plans will be submitted to the utility companies at 90% to finalize coordination of any required relocations and adjustments.
- Additional coordination via telephone with individual utility companies will be provided, as necessary.
- Potholing to verify location at key utility crossings may be required. For this project we have included potholing at 5 locations.

Phase 500 – Survey Services

Task 501: **Topographic Survey** – The ENGINEER will perform the necessary topographic surveys which will include existing items such as above ground utilities, trees, road centerline, intersecting streets, drives, cross-sections and profiles necessary to

design and construct the project. The topographic survey will be performed using electronic 'Total Station' and/or GPS equipment technology.

Natural topographic features and man-made features will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. Topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.

The limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information for slope tie-ins. The survey limits will extend 300 feet beyond the end of the project limits. The topographic survey will extend along intersecting streets a minimum distance of 100 feet and will be at least 100 feet in width. Channel meanders will be identified and surveyed along their flowlines for 300 feet from roadway centerline including stream cross sections up and down stream to confirm the hydraulic modeling. The survey limits are defined on the project location map.

Task 502: **Base Map Preparation** – ENGINEER will create the base map using the above topographic survey data. Drawings will be provided in AutoCAD format. The Base Maps will include all topographic information, existing underground and aerial utilities, existing right-of-way lines, lot lines, and property lines.

Task 503: **Control and Land Corners** – The ENGINEER shall provide a list of horizontal control points with coordinates and descriptions. Horizontal control will be referenced to the Arkansas Coordinate System 1983, North Zone. Vertical control will be referenced to NAVD 88.

Horizontal and vertical control will be established using the National Geodetic Survey (NGS) Online Position User Service (OPUS) or from local city monuments, if available.

The ENGINEER will survey section and/or property corners to create the base maps right-of-way drawings.

Bench levels will be run by direct leveling methods, (no "side shots" will be permitted). Levels will close within an allowable error of five-hundredths (0.05) of a foot times the square root of the length of the level loop in miles. The ENGINEER will run a closed level circuit, establishing intermediate benchmarks along the project and on intersecting streets beyond the limits of the project. This level circuit will be tied to NAVD 88.

Task 504: **Utility Locates** – Arkansas One Call will be contacted, and utilities will be drawn from surveying above ground features and will include markings by utility companies resulting from the locate request. Any information supplied by utility companies will also be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The ENGINEER will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

Task 505: **Staking of ROW and Easements** – The ENGINEER, during the ROW Acquisition Phase, will stake the location of the existing and new ROW and new Easement

locations to assist the property owner in visualizing the acquisition lines. Staking will consist of lathe with colored flagging.

Phase 600 – Geotechnical Exploration – NOT INCLUDED IN THIS SCOPE

Phase 700 – Environmental Documentation

Task 701: **Desktop Environmental Review** – ENGINEER will review the project for cultural, wetlands and stream, and threatened and endangered species. The review will use desktop resources publicly available or provided by the city. A memo will be provided that summarizes the results of the cultural resources, threatened and endangered species and wetland and stream review.

Cultural Resources Review – ENGINEER will review the national register of historic places to determine potential cultural resources near the project. Should a federal nexus (e.g., nationwide permit) occur, the project will be sent to the SHPO for review.

Threatened and Endangered Species Evaluation – ENGINEER will evaluate the site for any potential issues associated with threatened and endangered (T&E) species. The T&E species evaluation will include a desktop review of threatened and endangered species, which will include using the U.S. Fish and Wildlife Service (USFWS) approved online Information for Planning and Conservation (IPaC) service to analyze the property for the likely presence of federally listed species or T&E species critical habitat.

Wetland and Stream Desktop Review - The wetland delineation and stream assessment consist of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery. The wetland and stream desktop review will determine if a field delineation is needed.

Task 702: **Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation – NOT INCLUDED IN THIS SCOPE**

Task 703: **Cultural Resources Field Study – NOT INCLUDED IN THIS SCOPE**

Task 704: **Nationwide Permit – NOT INCLUDED IN THIS SCOPE**

Phase 800 – Traffic Studies – NOT INCLUDED IN THIS SCOPE

Phase 900 – Alternative Analysis – NOT INCLUDED IN THIS SCOPE

Phase 1000 – Concept Design (30% plans)

Task 1001: **Hydrologic and Hydraulic Modeling** – ENGINEER will develop a hydrology and hydraulic model to analyze existing (if needed) and proposed storm sewer layouts. ENGINEER will use rational or NRCS curve number method to determine peak flows for the 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year return frequencies. Conceptual storm sewer layout will seek to minimize conflict with existing utilities

while considering cost effectiveness and design criteria defined in the project kickoff. It is anticipated that one concept will be presented for discussion to the Client. Presentation will include conceptual level plan and profile exhibits for the recommended storm sewer layout.

Task 1002: **Concept Design Alternatives (Optional):** The ENGINEER will evaluate three conceptual design alternatives for storm sewer layout. ENGINEER will provide to the Client exhibits with hydrology and hydraulic results for each alternative.

Phase 1100 – Preliminary and Right-of-Way Design (60% Plans)

Task 1101: **Preliminary Plans** – This task will be to take the approved concept alternative to 60% complete. The preliminary plans with this project will include detailed storm system profiles, channel grading, and other special grading or considerations that could affect right-of-way or easements. The plans will include location of proposed right-of-way and easements and will be used for utility coordination.

The preliminary plans will include:

- Title Sheet
- General Notes Sheet
- Survey control and alignment sheet
- Typical sections
- Special Grading Plans (if required)
- Drainage Area Map
- Storm Sewer System Plan and Profiles
- Landscaping Preliminary Plans if needed

Task 1102: **Structural Design – NOT INCLUDED IN THIS SCOPE**.

Task 1103: **Construction Phasing and Traffic Control** – ENGINEER will develop a construction phasing plan to ensure general constructability and provide MUTCD typical applications for guidance. The Contractor will be expected to provide detailed traffic control plan if required by the City.

Task 1104: **Landscape Design – NOT INCLUDED IN THIS SCOPE**

Task 1105: **Rendering Planning – NOT INCLUDED IN THIS SCOPE**

Task 1106: **Hydrologic and Hydraulic Modeling** – ENGINEER will incorporate feedback from client during 30% plans into layout of storm sewer and further refine hydrology and hydraulic models. Engineer will prepare preliminary storm sewer layout sizing, drainage map and profiles for the street storm sewer for inclusion in the 60% plans.

Task 1107: **Design Memorandum** – ENGINEER, as part of the 60% submittal will prepare a design memorandum outlining the design criteria and exhibit for the projects and submit for agreement by the City's Project Manager.

Task 1108: **FEMA Conditional Letter of Map Revision (CLOMR) – NOT INCLUDED IN THIS SCOPE**.

Task 1109: **Right-of-Way/Easement Descriptions** – The ENGINEER will contract with a local abstractor/title company to provide an Ownership and Encumbrance Title Report (O

& Es) for use in determining ownership of parcels adjoining the project. Right-of-Way (ROW), Temporary Construction Easements (TCE), and Permanent Drainage/Utility Easement (PDE) descriptions plus exhibits will be prepared for this project. The descriptions and accompanying exhibits will be provided to the City in electronic format on forms provided by the City. Assumed for this project are:

- 4 number of parcels
- 0 New ROW descriptions and exhibits
- 2 PDE descriptions and exhibits
- 2 TCE descriptions and exhibits
- Note that the property owner research and Title work is included under Task 1302.

Task 1110: **Opinion of Probable Cost:** The ENGINEER shall prepare an updated total project opinion of probable cost including engineering, right-of-way, construction, and construction engineering on appropriate forms

Phase 1200 – Final Design Phase (90 and 100 Percent Plans)

Task 1201: **Final Design and Construction Specification Manual** – Continuing with the completed and approved preliminary (60%) construction plans, final construction documents will be developed and submitted to the client for review and comments. After review by Client, ENGINEER will revise final plans and specifications and submit an electronic set of bid documents.

ENGINEER will submit Specifications and Special Provisions with this submittal. Scope assumes the specification front end documents and construction contract documents are provided by the City.

Final design plans will include the following sheets and information:

- Cover sheet and location map
- General notes and summary of quantities
- Survey reference and existing and proposed easement limits. Property line and ownership information
- Typical sections
- Surface drainage design
- Plan and profiles
- Cross sections (if needed)
- Grading plans
- Traffic control plan
- Erosion and sediment control plan
- Details

Task 1202: **Structural Design – NOT INCLUDED IN THIS SCOPE**

Task 1203: **Construction Phasing and Traffic Control** – ENGINEER will develop a construction phasing plan to ensure general constructability and provide MUTCD typical applications for guidance. The Contractor will be expected to provide detailed traffic control plan if required by the City.

Task 1204: **Landscaping Design – NOT INCLUDED IN THIS SCOPE**

Task 1205: **Hydrologic and Hydraulic Modeling** – ENGINEER will update hydrology and hydraulic models with any revisions to 60% plans.

Task 1206: **Permits** – The ENGINEER shall prepare and submit on behalf of the Client the following permits, agreements, certifications, and forms.

- SWPPP - NPDES Permit if required
- Short Term Activity Authorization Permit if required

Task 1207: **Opinion of Probable Cost:** The ENGINEER shall prepare an updated opinion of probable construction cost based on the proposed improvements.

Phase 1300 – Right-of-Way Acquisition

The ENGINEER will conduct Right-of-Way and Easement Acquisition services as described below. For this project we have assumed 4 parcels.

Task 1301: **Right of Entry** – Obtain verbal or written right of entry from impacted landowners for various field work associated with the project. The database and notification work per Task 301 and 302 is included under this Task 1301.

Task 1302: **Ownership Research/Title Research** – ENGINEER shall complete initial research to identify impacted landowners and shall coordinate through a title company to obtain title reports and/or commitments as needed to support survey work and acquisition closings.

Task 1303: **Appraisal** – ENGINEER shall sub-consultant appraisal services through one or more appraisal firms. Independent appraisal reviews by a secondary appraiser are not contemplated in this work.

Task 1304: **Negotiation** – ENGINEER shall make initial offers to impacted landowners based upon the ROW and Easement descriptions, associated exhibits, plans, and appraised values, and negotiate settlements where necessary.

Task 1305: **Agreement preparation and closings** – ENGINEER shall prepare option or purchase agreements and associated deeds based upon the City's standard forms. ENGINEER shall coordinate closings through a title company.

Task 1306: **Matrices and Call Logs** - ENGINEER shall update and maintain matrices and call logs to track acquisition progress and make that information available to the City through Smartsheet.

Phase 1400 – Bidding Phase

Task 1401: **Bidding** –

- Advertise for and obtain bids for the proposed work
- Answer Requests for Information (RFIs)
- Prepare Addenda
- Attend Bid Opening

Phase 1500 – Construction Phase Services

Construction Phase Services – The scope of this work includes the pre-construction preparation, construction staking, observation and administration, materials testing, post-construction documentation and project closeout for the project. The estimated fee is based on 60 calendar days.

Task 1501: Construction Staking (one time)

- Stake survey control points for general contractors use (one time).
- Stake Right-of-Way
- Stake Temporary Construction Easements
- Stake storm water structures
- Stake driveway and street saw cuts for demolition
- Stake waterline and fire hydrants
- Stake sidewalks and ADA ramps
- Stake curb and gutter
- Stake driveways

Task 1502: Construction Administration

- Assist the City in planning and conducting a pre-construction meeting
- Perform review of shop drawings and materials submittals and issue back to contractor
- Provide professional review and coordination throughout construction, including periodic attendance at progress meetings, schedule reviews, dealing with contractor and utility issues, issuance of field orders, work change directives, and change orders, and review and approval of contractor's pay applications.
- Receive contractor requests for interpretation or clarification on the intent of the contract specifications during construction and issue responses as required. Coordinate with the City, the communication of such responses to the prime contractor.
- Determine whether or not the contractor is generally adhering to the specifications and plan documents, and schedule through on-going observations.
- Report to City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with the contract documents.
- Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
- Provide review of final documentation including the final pay estimate, final change order and punch list review.
- Provide Record Drawings based on plan markups provided by the contractor.

Task 1503: Landscaping Construction Services – NOT INCLUDED IN THIS SCOPE

Task 1503: Construction Observation and Materials Testing

- Construction Observer(s) to review plans and construction documents and set up appropriate field documentation books.
- Perform full and part-time construction observation and document the work in progress.

- Compile a daily diary that documents weather conditions, contractor(s) construction activity, contractor's personnel, equipment utilized, and discovered irregularities in the materials used or quality of work performed.
- Determine the contractor's compliance with the contract and specifications and reject work and/or materials that are not in compliance.
- Provide observation and documentation of the project traffic control and detour signage and communicate deficiencies to the contractor.
- Provide construction materials testing and reporting in accordance with the testing frequencies outlined in Article 800 of the City's Minimum Standard Specifications for Streets and the Arkansas Department of Transportation LPA manual, including concrete air, slump and cylinders; soil and base rock proctors and Atterberg limits; aggregate gradations and deleterious substances; soil density testing; aggregate base rock density testing; storm sewer trenches; asphaltic concrete density testing by nuclear gauge; and asphalt content of hot mix asphalt.

Task 1504: Project Closeout

- Certification of Project – ENGINEER shall provide a certification that the project has been constructed in accordance with the Record Drawings.

- As-built survey – ENGINEER will conduct a survey of the completed project to verify the as-built condition. The survey will include roadway centerline, all storm drainage related elements such as top and inverts of drainage structures, verification of culvert dimensions and pipe diameters, top of any berms and any detention basins. Curbs, sidewalks, multi-use paths, driveway and other roadway elements will not be surveyed unless a design change was made during construction.

- Record Drawings – ENGINEER will prepare record drawings reflecting information gathered during the as-built survey and from markups provided by the contractor.

Task 1506: Letter of Map Revision – NOT INCLUDED IN THIS SCOPE

DELIVERABLES:

- Project Management Plan & Quality Management Plan
- Meeting notes
- Design Memorandum
- Electronic plan submittals for concept, preliminary and final designs
- Opinions of probable construction costs with each submittal
- Contract documents and specifications for the final design submittal
- Two recorded presentations
- Environmental Review Memo
- Signed option or purchase agreement and/or final signed conveyance deed
- Appraisal report for each acquisition
- Final Call Log and Matrix
- Title policies (if applicable)
- Construction Reports
- Record Drawings

ASSUMPTIONS:

We have made assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- Plans will be completed for one bid package. Splitting the plans into multiple plan sets would require a contract amendment.
- All permit and mitigation fees will be expensed by the Client.
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities. If City owned waterline and sanitary sewer relocation design is needed, a contract amendment for those services will be needed.
- The field check can be completed while mobilized for the other projects. No special trip will be required.
- ROW Acquisition fees are estimated on a per parcel basis.
- ENGINEER shall attend up to two (2) in-person meetings per owner for ROW negotiations/acquisitions.
- Assumes one appraisal for each acquisition.
- Assumes that each acquisition will be staked and will close through a title company.
- No Phase I environmental due diligence for acquisitions
- Assumes that negotiations to acquire property will begin at completion of the 60% design plans.
- Assumes that there are no total acquisitions or relocations.
- ENGINEER is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. ENGINEER's sole obligation is to report its observation, inspection and test results to Client as provided herein. The above Scope of Work was prepared without the anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors for the project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out-of-scope services. ENGINEER will notify the City if construction testing frequencies and site visits are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services.
- The estimated hourly fee shown for construction staking is an estimate based on one-time staking of each of the specified elements. The City understands that the Contractor may or may not request all the items contained in this estimate. Additionally, there may be items not shown in this estimate that the Contractor may request ENGINEER to stake. Re-staking or additional staking beyond that estimated shall be considered additional services and will be billed hourly.
- Observation is estimated at approximately part-time and assume that that at least two projects are under construction during the same period. Days are estimated at 5-hour days and includes travel time. Field testing is estimated at 2-hours per day including travel time. Time required beyond the estimated days may require a contract amendment. Labor for lab testing is included in the unit price for the test.
- Construction testing, inspection, observation and management does not include relocations for private utilities (gas, communications, etc) and utility relocations prior to the selected contractors notice to proceed.
- Fees are an estimate of the actual work necessary to complete the work and Olsson can shift funds between contract phases and tasks as necessary to complete the work. Fees cannot be shifted to a future phase until the current phase has been submitted and accepted by the City.
- Other assumptions identified within the scope of services.

EXCLUSIONS: Exclusions include, but are not limited to, the following:

- Conditional Letter of Map Revision (CLOMR) and LOMR
- Updating of the FEMA model
- Concrete jointing plan
- Pedestrian detour plans
- Detailed Construction Traffic Control or Phasing Plans
- Water quality design
- Environmental investigation, permitting beyond those noted in the scope including:
    - Individual Section 404 Permit Application
    - Additional Site Visits with the US Army Corps
    - Agency or Client Meetings, Other Than Phone Call Discussions
    - Changes in Project Design or Location Requiring Changes to the Report
    - Migratory Bird Treaty Act Nesting Surveys
    - Bald and Golden Eagle Nest Surveys
    - Agency Requested Threatened and Endangered Species-Specific Survey
    - Further coordination with USFWS and any further assessments.
    - Agency Requested Historic or Cultural Resource Surveys
    - Wetland Mitigation Services beyond those indicated in the scope of services
    - Noise Studies
    - Archaeological surveys
- Environmental Assessment
- Environmental Impact Statement
- Renderings, 3D Modeling, and visualization
- Any services not specifically detailed in the scope.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
   a. Record date of receipt of Shop Drawings and samples.
   b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
   c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
   a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
   b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
   c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
   a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
   b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
   a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
   b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
   c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
   d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
    b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

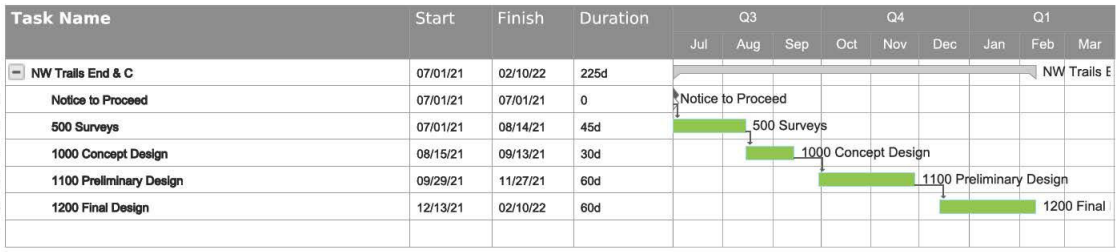
C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

NW Trails End & C

ROW Acquisition, Utility Relocation, and Construction not shown on schedule. ROW Acquisition and Utility Relocation may impact schedule.



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Page 1 of 1

BENTONVILLE - NW TRAILS END LANE & C STREET - APPENDIX C

Wednesday, June 2, 2021

FEE SUMMARY BY EMPLOYEE CLASSIFICATION					
Personnel		**Total Hr.**	**2021 $ Per Hr.**	**Labor Cost**	**Total Cost**
Principal / Senior Project Manger	PRIN/SPM	0	$274.00	$0	$0.00
Project Manager / ROW Manager	PM/RWM	4	$217.00	$868	$868.00
Senior Manager	SM	117	$203.00	$23,751	$23,751.00
Technical Manager 2	TM2	0	$193.00	$0	$0.00
Technical Manager 1	TM1	76	$182.00	$13,832	$13,832.00
Senior Engineer 2	SE2	8	$158.00	$1,264	$1,264.00
Senior Engineer 1	SE1	0	$147.00	$0	$0.00
Project Engineer / Designer / Const Manager	PE/DES/CM	123	$131.00	$16,113	$16,113.00
Engineer 3 / Senior Technician	E3 / SR TECH	176	$119.00	$20,944	$20,944.00
Engineer 2 / Public Professional / Project Scientist	E2/PP/PS	10	$108.00	$1,080	$1,080.00
Engineer 1 (Assistant Engineers)	E1	62	$100.00	$6,200	$6,200.00
Technician / Public Assitant	TECH/PA	150	$67.00	$10,050	$10,050.00
Survey Manager	SURM	0	$154.00	$0	$0.00
Senior Surveyor	SS	23	$122.00	$2,806	$2,806.00
Survey Technician	ST	19	$86.00	$1,634	$1,634.00
2 man Survey Crew	SC2	56	$165.00	$9,240	$9,240.00
Senior Constr Observer / Resident Project Representative	SO/RPR	309	$90.00	$27,810	$27,810.00
Admin	ADMIN	0	$97.00	$0	$0.00
Geotech Engineer	GE	0	$135.00	$0	$0.00
Sr Geotech Engineer	SGE	0	$210.00	$0	$0.00
Geotech Technician /Constr Observer	GT/CO	0	$90.00	$0	$0.00
Total Labor		1133			**$135,592.00**
Total Expenses					**$33,982.40**
Labor Adjustment for Work Performed in Future Years (3% increase for work in 2022) 2022 work includes ROW Acqusition, Bidding, and Construction Phase Services.					**$2,115.69**
TOTAL NOT TO EXCEED FEE		**1133**		**$135,592**	**$171,690.09**

Note: Rates shown are for estimating purposes only; actual billing rate is based on the rate for each individual employee and the attached billing rate scheule. Fees for individual phases or tasks may exceed the subtotals shown but total fees shall not exceed the total fee shown.

Wednesday, June 2, 2021

APPENDIX C - EXPENSE SUMMARY

Expenses	Quantity		$ Ea.		Cost
Design					
Travel, mile (car)	840	MILES	$0.54		$449.40
Hotel/Lodging	4	PER NIGHT	$125.00		$500.00
Meals	4	EA	$25.00		$100.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)	0.25	LS	$800.00		$200.00
Subconsultant - Potholing	5	EA	$1,000.00		$5,000.00
Survey					
Design Surveys					
Travel, mile (survey)	480	MILES	$0.75		$360.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Utility Locations	8	PER HOUR	$75.00		$600.00
Miscellaneous Expenses (Lath, hubs, materials, etc.)	1	LS	$250.00		$250.00
Construction Surveys					
Travel, mile (survey)	320	MILES	$0.75		$240.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Miscellaneous Expenses (Lath, hubs, materials, etc.)	1	LS	$250.00		$250.00
Geotech for Design					
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Mobilization		LS	$1,037.00		$0.00
Travel, Drill Rig		MILES	$2.25		$0.00
Travel, Support Truck		MILES	$0.80		$0.00
Traffic Control Permit		EA	$1,000.00		$0.00
Traffic Control		DAY	$2,500.00		$0.00
Drilling, straight auger		LF	$15.00		$0.00
Sampling		EA	$18.00		$0.00
Wireline Rock Coring		LF	$53.00		$0.00
Lab Testing					
Unconfined Compressive Strength - Soils		EA	$50.00		$0.00
Dry Density		EA	$21.00		$0.00
Moisture Content		EA	$15.00		$0.00
Rock Core Breaks		EA	$40.00		$0.00
Atterberg Limits		EA	$95.00		$0.00
Acqusitions					
Travel, mile (car)		MILES	$0.54		$0.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)		LS	$1,000.00		$0.00
Sub Consultant - Appraisals	4	EA	$4,000.00		$16,000.00
Title Work	4	EA	$1,000.00		$4,000.00
Construction Observation and Testing					
Travel, mile (car)	3800	MILES	$0.54		$2,033.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Mobilization		LS	$1,000.00		$0.00
Lab Testing	1	LS	$4,000		$4,000.00
Observation Trip Charge		EA	$120.00		$0.00
Standard Proctor Tests		EA	$165.00		$0.00
Atterberg Limit Tests		EA	$90.00		$0.00
Sieve Analysis Tests		EA	$60.00		$0.00
Concrete Compression Testing (Cylinders)		EA	$19.00		$0.00
ASTM D6925-Prep & Density of Superpave Gyratory Comp Spec		EA	$290.00		$0.00
ASTM D2041-Theoretical Max Specific Gravity (RICE)		EA	$180.00		$0.00
ASTM D6307- Asphalt Content by Ignition Method		EA	$175.00		$0.00
ASTM D6995-VMA in Compacted Paving Mix		EA	$30.00		$0.00
ASTM D3203-Percent Air Voids in Compacted Paving Mix		EA	$30.00		$0.00
SUBTOTALS					
Design					**$6,249.40**
Survey					**$1,700.00**
Geotech					**$0.00**
Acqusitions					**$20,000.00**
Construction					**$6,033.00**
TOTAL EXPENSES					$33,982.40

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - NW TRAILS END LANE & C STREET

	Hourly Billing Rate ---->>>	$274.00	$217.00	$203.00	$193.00	$192.00	$159.00	$147.00	$131.00	$119.00	$108.00	$100.00	$67.00	$164.00	$122.00	$86.00	$165.00	$30.00	$97.00	$135.00	$210.00	$90.00				
	Wednesday, June 2, 2021																									
Task No.	Description of Work Items / Tasks	PRIN/SPM	PM/RWM	SM	TM2	TM1	SE2	SE1	PE/DES/CM	E3 / SR TECH	E2/PP/PS	E1	TECH/PA	SURM	SS	ST	SC2	SO/RPR	ADMIN	GE	SGE	GT/CO	Total Manhours	Total Labor Fee	Subtotal	
100	PROJECT MANAGEMENT																									
101	Project Management			24					12														36	$6,444	$6,444.00	
		0	0	24	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	36			$6,444.00
200	MEETINGS																									
201	Kickoff Meeting			8					8														16	$2,672	$2,672.00	
202	Review Meetings (30, 60, and 90%)			6					6														12	$2,004	$2,004.00	
203	Monthly Progress Meetings (6 virtual meetings)			6					6														12	$2,004	$2,004.00	
204	Additional Meetings			16					16														32	$5,344	$5,344.00	
		0	0	36	0	0	0	0	36	0	0	0	0	0	0	0	0	0	0	0	0	0	72			$12,024.00
300	PUBLIC ENGAGEMENT																									
301	Stakeholder Database - Included in Task 1301																						0	$0	$0.00	
302	Stakeholder Notifications - Included under Task 1301																						0	$0	$0.00	
303	Two Pre-recorded Videos or Narrated Powerpoint Presentations								14														14	$1,834	$1,834.00	
		0	0	0	0	0	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	14			$1,834.00
400	UTILITY COORDINATION																									
401	Utility Review Meeting/Coordination (2 Meetings)			2		8			8														18	$2,910	$2,910.00	
		0	0	2	0	8	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	18			$2,910.00
500	SURVEYS																									
501	Topographic Survey														7	7	31						45	$6,571	$6,571.00	
502	Base Map Preparation														6	8							14	$1,384	$1,384.00	
503	Control and Land Corners																9						9	$1,485	$1,485.00	
504	Utility Locates														1		3						4	$617	$617.00	
505	Staking of ROW and Easements														2		3						5	$739	$739.00	
		0	0	0	0	0	0	0	0	0	0	0	0	0	16	16	46	0	0	0	0	0	77			$10,796.00
600	GEOTECHNICAL																									
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			$0.00
700	ENVIRONMENTAL																									
701	Wetland Delineations, Preliminary Jurisdictional Determination										10												10	$1,080	$1,080.00	
702	T&E Review, SHPO Review																						0	$0	$0.00	
703	404/401 Permitting																						0	$0	$0.00	
		0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	10			$1,080.00
800	TRAFFIC STUDIES																						0	$0	$0.00	
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			$0.00
900	ALTERNATIVE ANALYSIS																									
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			$0.00
1000	CONCEPT DESIGN																									
1001	Hydrologic and Hydraulic Modeling					4				15													19	$2,513	$2,513.00	
1002	Concept Design Alternatives									20													20	$2,380	$2,380.00	
		0	0	0	0	4	0	0	0	35	0	0	0	0	0	0	0	0	0	0	0	0	39			$4,893.00

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - NW TRAILS END LANE & C STREET

	Hourly Billing Rate---->>>	$274.00	$217.00	$203.00	$193.00	$182.00	$158.00	$147.00	$131.00	$119.00	$108.00	$100.00	$67.00	$164.00	$122.00	$96.00	$165.00	$90.00	$97.00	$135.00	$210.00	$90.00			
	Wednesday, June 2, 2021																								
Task No.	**Description of Work Items / Tasks**	**PRIN/SPM**	**PM/RWM**	**SM**	**TM2**	**TM1**	**SE2**	**SE1**	**PE/DES/CM**	**E3 / SR TECH**	**E2/PP/PS**	**E1**	**TECH/PA**	**SURM**	**SS**	**ST**	**SC2**	**SC/RPR**	**ADMIN**	**GE**	**SGE**	**GT/CO**	**Total Manhours**	**Total Labor Fee**	**Subtotal**
1100	**PRELIMINARY DESIGN**																								
1101	Preliminary Plans					2			8	40													50	$6,172	**$6,172.00**
1102	Structural Design																						0	$0	**$0.00**
1103	Construction Phasing & Traffic Control		2							8		4											12	$1,548	**$1,548.00**
1104	Landscaping Design																						0	$0	**$0.00**
1105	Renderings																						0	$0	**$0.00**
1106	Hydrologic and Hydraulic Modeling									8													8	$952	**$952.00**
1107	Design Memorandum									16													16	$1,765	**$1,765.00**
1108	FEMA Conditional Letter of Map Revision - N/A																						0	$0	**$0.00**
1109	ROW and Easement Descriptions (Assume 5)														4			9					13	$1,298	**$1,298.00**
1110	Opinion of Probable Cost		1				4			8													13	$1,801	**$1,801.00**
		0	3	0	0	2	4	0	8	77	0	4	0	0	4	0	0	9	0	0	0	0	111		**$13,556.00**
1200	**FINAL DESIGN**																								
1201	Final Plans and Construction Specification Manual					2			8	40													50	$6,172	**$6,172.00**
1202	Structural Design																						0	$0	**$0.00**
1203	Construction Phasing & Traffic Control			1						4		2											7	$879	**$879.00**
1204	Landscaping Design																						0	$0	**$0.00**
1205	Hydrologic and Hydraulic Modeling					2			2	4													8	$1,102	**$1,102.00**
1206	Permitting					2			2	8													12	$1,578	**$1,578.00**
1207	Opinion of Probable Cost		1				4			8													13	$1,801	**$1,801.00**
		0	1	1	0	6	4	0	12	64	0	2	0	0	0	0	0	0	0	0	0	0	90		**$11,532.00**
1300	**ROW ACQUISITION**																								
1301	ROW acquisition			5								3											8	$1,315	**$1,315.00**
1302	Ownerships			3								1											4	$709	**$709.00**
1303	Appraisals			3								1											4	$709	**$709.00**
1304	Negotiations			18								24											42	$6,054	**$6,054.00**
1305	Agreements and Closing			18								24											42	$6,054	**$6,054.00**
1306	Call Logs			5								3											8	$1,315	**$1,315.00**
		0	0	52	0	0	0	0	0	0	0	58	0	0	0	0	0	0	0	0	0	0	109		**$16,156.00**
1400	**BIDDING**																								
1401	Bidding Phase Services			2		4			25														31	$4,409	**$4,409.00**
		0	0	2	0	4	0	0	25	0	0	0	0	0	0	0	0	0	0	0	0	0	31		**$4,409.00**
1500	**CONSTRUCTION PHASE SERVICES**																								
1501	Staking														2	2	5						9	$1,241	**$1,241.00**
1502	Administration					40																	40	$7,280	**$7,280.00**
1503	Landscaping Construction Services																						0	$0	**$0.00**
1503	Observation and Testing												150					300					450	$37,050	**$37,050.00**
1504	Project Closeout					12			8						2	1	5						28	$4,387	**$4,387.00**
1505	FEMA Letter of Map Revision																						0	$0	**$0.00**
		0	0	0	0	52	0	0	8	0	0	0	150	0	4	3	10	300	0	0	0	0	527		**$49,958.00**
																							1133		
	Total Manhours	0	4	117	0	76	8	0	129	176	10	62	150	0	23	18	56	309	0	0	0	0	1,133	$135,592	**$135,592.00**
	Total Labor	$0	$868	$23,751	$0	$13,832	$1,264	$0	$16,113	$20,944	$1,080	$6,200	$10,050	$0	$2,806	$1,634	$9,240	$27,810	$0	$0	$0	$0		$135,592	**$135,592.00**
	Total Expenses																								**$33,982.40**
	Labor Adjustment for Work performed in Future Years																								**$2,115.69**
	Total Not to Exceed Fee																								**$171,690.09**

olsson

LABOR RATE BILLING SCHEDULE 2021

LABOR RATES

Description	Range
Principal/Senior Professional.....	140 - 275
Project Manager.....	110 - 180
Project Professional.....	90 - 145
Assistant Professional.....	60 - 125
Designer.....	70 - 135
CAD Operator.....	40 - 100
Survey.....	50 - 140
Survey Crew.....	120 - 160
Construction Services.....	50 - 170
Administrative/Clerical.....	40 - 100

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

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

Classification	Cost
Automobiles (Personal Vehicle)	$0.56/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Updated for Year 2021

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH OLSSON INC., FOR ENGINEERING AND PROJECT SERVICES FOR NW TRAILS END AND C STREET.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Olsson Inc. for engineering and project services for NW Trails End and C Street (MUNIS #21EN0011) in an amount of $171,690.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for Opal Road Improvements. The cost of this contract will be $844,961.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$844,961.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Thursday, July 1, 2021

Re: PSA for Opal Road Improvements (MUNIS# 21EN0012)

Project Description:

Extend Opal Road & connect with SW Vendor. Install new bridge, abutments, & approaches.

Olsson Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $844,961.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Olsson Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

MUNIS #21EN0012

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **OPAL ROAD IMPROVEMENTS** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **OLSSON, INC.**, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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** Eight Hundred Forty-Four Thousand, Nine Hundred Sixty-One Dollars ($844,961), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**OLSSON, INC**
CITY	ENGINEER
	[redacted]
BY	BY RON MERSCH
MAYOR	**REGIONAL MANAGER**
TITLE	TITLE
	JUNE 23, 2021
DATE SIGNED	DATE SIGNED
	[redacted]
	BY RICHARD D HERRICK
	VICE PRESIDENT
	TITLE
	JUNE 23, 2021
	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

This project is to re-align SW Opal Road in the vicinity of Little Osage Creek to reduce the frequency of roadway flooding. The project will require a new bridge or bridges and a new intersection with SW Vendor. The project is located within the designated floodway and flood plain of Little Osage Creek and Little Osage Creek Tributary 2. An alternative analysis is required to determine the preferred alignment of the new roadway and to determine the most economical structure or structures to convey the flows of Osage Creek and Tributary. The city is requesting a FEMA Grant for the project. The project length is estimated at 1200 to 1400 feet long, 2-lane, 30-foot back-to-back local roadway with one or two bridge structures.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.
- See Appendix C for detailed Scope of Services

APPENDIX C – SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

SW OPAL ROAD

CITY OF BENTONVILLE, ARKANSAS

SURVEYS, PRELIMINARY AND FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION PHASE SERVICES

This exhibit is hereby attached to and made a part of the Professional Services Agreement dated July 13, 2021 between The City of Bentonville, Arkansas ("City") and Olsson, Inc. ("ENGINEER") providing for professional services. ENGINEER's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION MAP

This project is to re-align SW Opal Road in the vicinity of Little Osage Creek to reduce the frequency of roadway flooding. The project will require a new bridge or bridges and a new intersection with SW Vendor. The project is located within the designated floodway and flood plain of Little Osage Creek and Little Osage Creek Tributary 2. An alternative analysis is required to determine the preferred alignment of the new roadway and to determine the most economical structure or structures to convey the flows of Osage Creek and Tributary. The city is requesting a FEMA Grant for the project. The project length is estimated at 1200 to 1400 feet long, 2-lane, 30-foot back-to-back local roadway with one or two bridge structures.

SCOPE OF SERVICES

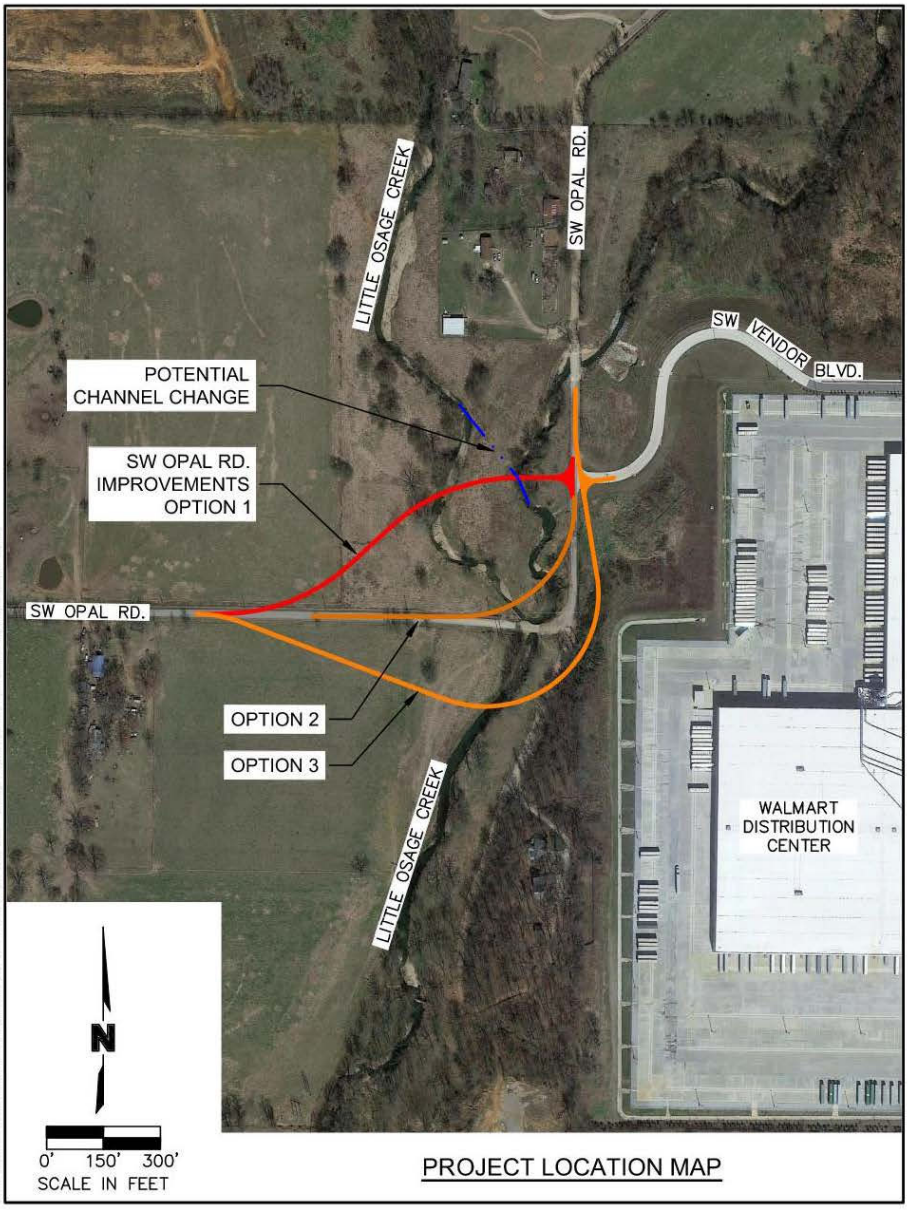
Phase 100 – Project Management

Task 101: **Project Management** – The ENGINEER Project Manager (PM) will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of the project team and sub-consultants, and provide regular progress reports with invoices.

The ENGINEER PM will coordinate their design with other City departments, outside agencies and/or other consultants that are involved with this project or adjacent projects.

The ENGINEER PM will be responsible for preparing a Project Management Plan, Quality Control Plan, and maintaining a web-based document management system utilizing Smartsheet (or other approved software) and will provide access to the City. ENGINEER and City Project Managers will work together to determine content and file structure.

ENGINEER will create and maintain a decision log matrix to track and document significant decisions and how they were reached.


LITTLE OSAGE CREEK
SW OPAL RD.
SW VENDOR BLVD.
POTENTIAL CHANNEL CHANGE
SW OPAL RD. IMPROVEMENTS OPTION 1
SW OPAL RD.
OPTION 2
OPTION 3
LITTLE OSAGE CREEK
WALMART DISTRIBUTION CENTER
N
0' 150' 300'
SCALE IN FEET
PROJECT LOCATION MAP

Phase 200 – Project Meetings

Task 201: **Kick-Off Meeting** – Once notice to proceed has been received, the ENGINEER will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the ENGINEER shall be responsible for notification to attendees.

Task 202: **Review Meetings** – ENGINEER will schedule and attend review meetings to receive the City's review comments from the alternative analysis and the 30%, 60%, and 90% submittals. (4 meetings)

Task 203: **Monthly Progress Meetings** – ENGINEER will provide monthly progress updates to the client to review progress, and to discuss any questions or issues that arise during the design. Progress updates may be made virtually or as in-person meetings. Ten (10) in-person meetings are included in this scope.

Task 204: **Additional Meetings** – ENGINEER will attend and present at additional meetings as follows:

- Pre-Application Meeting – The ENGINEER will attend with the City a pre-application meeting.
- City Council Meeting – The ENGINEER will attend with City staff a City Council meeting during the Final Design Phase of the project.

Phase 300 – Public Engagement

Task 301: **Stakeholder Database** – ENGINEER will develop and manage a database of project stakeholders to include residents, property owners, organizations, agencies, City staff and officials, project team members and other parties who may be interested in or impacted by the project. Management of the database will include tracking meeting attendance, comments, responses, and contacts (phone calls, emails, etc.) made by the individual and ENGINEER. This same database will be utilized during the right-of-way and easement acquisition process to track appraisals and negotiations as they occur. (Work effort for this Task is included under Task 1301)

Task 302: **Stakeholder Notification** – ENGINEER will notify adjacent property owners that survey crews will be in the area prior to the commencement of field surveys. Notification will be via mailed letters. Surveyors, geotechnical staff, and other field personnel will be provided postcards containing project name, project area and contact information to provide to individuals when asked questions during the field operations. It is assumed that formal "Right-of Entry" documents are not required. (Work effort for this Task is included under Task 1301)

Task 303: **Project Presentations** – No separate project web site is required. ENGINEER will prepare pre-recorded videos or narrated presentations describing the project, current project status, and project schedule for posting on the City's web site. Preparation of two videos/power points are included in this scope: one at the completion of Preliminary Design (60%) and one at completion of Final Design (100%). The Final Design video/power point will also be utilized for the City Council meeting described in Task 204.

Task 304 **Public Meetings** – No public meetings are included in this scope

Phase 400 – Utility Coordination

Task 401: **Utility Review Meeting/Coordination (1 Meeting)** – The ENGINEER shall distribute the plans to public and private utility companies for verification of ownership, type, size, and location of their facilities. Time will be included for coordination via the phone and one (1) utility coordination meeting.

- Plans will be submitted to the utility companies at 30% to verify the location of their existing facilities as shown on the plans.
- Plans will be submitted to the utility companies at 60% to allow them to identify potential conflicts with the proposed design and to begin planning for any required relocations or adjustments. A utility coordination meeting will be conducted as part of the 60% review.
- Plans will be submitted to the utility companies at 90% to finalize coordination of any required relocations and adjustments.
- Additional coordination via telephone with individual utility companies will be provided.
- Potholing to verify location at key utility crossings may be required. For this project we have included potholing at 2 locations

Phase 500 – Survey Services –

Note: Field surveys will not be conducted until a preferred alignment is selected from the alternative analysis.

Task 501: **Topographical Survey** – The ENGINEER will perform the necessary topographic surveys which will include existing items such as above ground utilities, trees, road centerline, intersecting streets, drives, cross-sections and profiles necessary to design and construct the project. The topographic survey will be performed using electronic 'Total Station' and/or GPS equipment technology.

Natural topographic features and man-made features will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. Topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.

The limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information for slope tie-ins. The survey limits will extend 300 feet beyond the end of the project limits. The topographic survey will extend along intersecting streets a minimum distance of 100 feet and will be at least 100 feet in width. Channel meanders will be identified and surveyed along their flowlines for 300 feet from roadway centerline including stream cross sections up and down stream to confirm the hydraulic modeling. The survey limits are defined on the project location map.

Task 502: **Base Map Preparation** – ENGINEER will create the base map using the above topographic survey data. Drawings will be provided in AutoCAD format. The Base Maps will include all topographic information, existing underground and aerial utilities, existing right-of-way lines, lot lines, and property lines

Task 503: **Control and Land Corners** – The ENGINEER shall provide a list of horizontal control points with coordinates and descriptions. Horizontal control will be referenced to the Arkansas Coordinate System 1983, North Zone. Vertical control will be referenced to NAVD 88.

Horizontal and vertical control will be established using the National Geodetic Survey (NGS) Online Position User Service (OPUS) or from local city monuments, if available.

The ENGINEER will survey section and/or property corners to create the base maps right-of-way drawings.

Bench levels will be run by direct leveling methods, (no "side shots" will be permitted). Levels will close within an allowable error of five-hundredths (0.05) of a foot times the square root of the length of the level loop in miles. The ENGINEER will run a closed level circuit, establishing intermediate benchmarks along the project and on intersecting streets beyond the limits of the project. This level circuit will be tied to NAVD 88.

Task 504: **Utility Locates** – Arkansas One Call will be contacted, and utilities will be drawn from surveying above ground features and will include markings by utility companies resulting from the locate request. Any information supplied by utility companies will also be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The ENGINEER will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

Task 505: **Staking of ROW and Easements** – The ENGINEER, during the ROW Acquisition Phase, will stake the location of the existing and new ROW and new Easement locations to assist the property owner in visualizing the acquisition lines. Staking will consist of lathe with colored flagging.

Phase 600 – Geotechnical Exploration

Note: Geotechnical work will not commence until a preferred alignment is selected from the alternative analysis.

Task 601: **Field Exploration**

ENGINEER to contact Arkansas One Call System to locate underground utilities. Private utilities will be located as required.

ENGINEER will use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:

- Four (4) soil test borings to the depth of auger refusal, with up to an additional 20 feet of rock coring in each boring; and
- Eight (8) soil test borings to a depth of 10 feet each

The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a maximum drilling footage of 200 linear feet and a maximum rock coring footage of 80 linear feet.

- Split spoon and/or thin-walled tube samples will be collected from the soil test borings.
- We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.
- After obtaining groundwater level readings, we will backfill the borings with soil cuttings and patch pavements.
- A visual pavement evaluation will also be completed.

Task 602: **Laboratory Services** – At our laboratory, unconfined compressive strength, moisture content, and in-place unit weight tests will be performed on representative portions of selected thin-walled tube samples. Moisture content tests will be performed on all samples. Atterberg limits tests will also be performed upon representative samples of typical subsurface conditions encountered across this site. Up to one CBR test will be completed on a bulk sample.

Task 603: **Pavement Design** – Pavement sections shall be designed in accordance with the procedures and criteria of the AASHTO Guide for Design of Pavement Structures, latest edition, and the criteria contained in the City's Minimum Standard Specifications for Streets. Any conflicts shall be resolved in favor of the more stringent criteria resulting in a stronger and deeper pavement section.

Task 604: **Evaluation and Geotechnical Report** – A geotechnical engineering report will be prepared under the direction of a registered professional engineer based on the findings of the field and laboratory programs. The report will include a boring location plan, computer-generated boring logs, results of the laboratory testing program and a description of the surface and subsurface conditions encountered at the site. In addition, the report will present our opinions and recommendations regarding the following items:

- Generalized geotechnical site preparation concerns addressing fill subgrade preparation, earthwork placement, fill compaction criteria, excavatability of any bedrock, and suitability of on-site materials for use as structural fill
- Recommendations for the design of pavement sections.
- Recommended foundation design parameters for the new bridge abutments, including bearing pressures and depths
- Anticipated total and differential settlement of structural elements
- Pavement subgrade preparation
- Generalized subsurface drainage requirements for fill and pavement areas
- Seismic site coefficient per the International Building Code

Phase 700 – Environmental Documentation

Note: Environmental documentation shall meet the requirements for potential federal funding.

Task 701: **Desktop Environmental Review** – ENGINEER will review the project for cultural, wetlands and stream, and threatened and endangered species. The review will use desktop resources publicly available or provided by the city. A memo will be provided that summarizes the results of the cultural resources, threatened and endangered species and wetland and stream review.

Cultural Resources Review – ENGINEER will review the national register of historic places to determine potential cultural resources near the project. Should a federal nexus (e.g., nationwide permit) occur, the project will be sent to the SHPO for review.

Threatened and Endangered Species Evaluation – ENGINEER will evaluate the site for any potential issues associated with threatened and endangered (T&E) species. The T&E species evaluation will include a desktop review of threatened and endangered species, which will include using the U.S. Fish and Wildlife Service (USFWS) approved online Information for Planning and Conservation (IPaC) service to analyze the property for the likely presence of federally listed species or T&E species critical habitat.

Wetland and Stream Desktop Review - The wetland delineation and stream assessment consist of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery. The wetland and stream desktop review will determine if a field delineation is needed.

Task 702: **Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation** – ENGINEER will complete a wetland delineation and stream assessment of the project in northwest Arkansas. ENGINEER will follow the methods described in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont (Version 2.0) (April 2012).

- **Site Visit.** Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. identified during the desktop review. The site visit will be conducted by traversing the project study area to identify wetland characteristics including hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland, streams, and/or other waters of the U.S. boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Eastern Mountains and Piedmont Region data forms will be filled out. Photographs documenting site conditions, including wetlands, streams, and other waters of the U.S., will be taken. Agricultural areas require additional sample points primarily to document soil conditions. Transects will be developed through areas of potential farmed wetlands.
- **Report.** Upon completion of the site visit a report documenting the findings of the wetland delineation and stream assessment will be prepared detailing the presence or absence of wetlands, streams, and other waters of the U.S. within the project study area. The wetland delineation and stream assessment report will include a narrative of how the wetland delineation and stream assessment was conducted and a summary of the results of the wetland delineation and stream assessment. Figures documenting information gathered during the desktop review and figures showing wetland, streams, and other waters of the U.S. boundaries, sample point locations, and photo point locations will be included. The report will also include a description of ENGINEER's opinion of whether the wetlands, streams, and other waters of the U.S. are jurisdictional.

Task 703: **(Optional): Cultural Resources Field Study – Not anticipated for this project**

Task 704: **Nationwide Permit – See Task 1217**

Task 705: **Categorical Exclusion -** ENGINEER will complete a categorical exclusion (CE) to comply with the National Environmental Policy Act (NEPA) requirements. The CE will be required if a federal nexus occurs as a result of project funding, permit requirements, or other federal involvement. The NEPA document is limited to a CE and excludes an environmental assessment and environmental impact statement.

Phase 800 – Traffic Studies – Traffic studies are not anticipated for this project

Phase 900 – Alternative Analysis

An alternative analysis will be conducted to determine a preferred alignment of SW Opal Road to cross the floodway and floodplain of Little Osage Creek and Little Osage Creek Tributary 2 and to determine the best structural solution to convey the flows within the waterways. The alternative analysis will include a roadway alignment study, a hydrology and hydraulics study and a structure study to determine an economical solution. City GIS and LIDAR information will be utilized for the alternative analysis.

Task 901: **Roadway Alignment Study**

- Up to three (3) roadway alignments will studied. The approximate location of the three alignments are shown on the location map.
- The ENGINEER, as part of the alternative analysis will prepare a design memorandum outlining the design criteria for the project and submit for agreement by the City's Project Manager
- Horizontal and vertical alignments and roadway cross-sections will be evaluated for each alignment. Alignments will meet established roadway and hydraulic design criteria.
- Alignments may be eliminated throughout the study process based on identified constraints.
- Plans will be completed to an approximate 10% design level and include the following.
    - Title Sheet
    - Typical sections
    - Plan & Profile Sheets
    - Roadway Cross Sections

Task 902: **Hydrology and Hydraulics Study -** Olsson will conduct a hydrology and hydraulics evaluation of the stream and impacts to the floodway and floodplain. The following tasks are anticipated:

- Establish hydraulic design criteria
- Olsson will submit an engineering data request to FEMA to request the effective hydraulic model, if applicable. It is assumed that the model will be identified and located by FEMA in HEC-RAS format. Olsson will also utilize

the peak flow information from the effective model matching the Flood Insurance Study.

- If the bridge is not located in FEMA flood zones, hydrologic analysis will be performed using the NRCS Curve Number method to calculate design peak flow rates for the bridge for the 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year return frequencies.
- Olsson will update the HEC-RAS model geometry with survey and lidar information near the bridge. Existing bridge geometry will also be updated based on survey data.
- Proposed bridge replacement alternatives (max of three) will be modeled in HEC-RAS and sized to meet the design criteria of no increase in the FEMA base flood elevations. Overbank grading will be evaluated if needed to meet a no-rise condition for each alternative. Grading alternatives within the stream will be limited to limit stream impacts and meet requirements for nationwide section 404 permits.
- If project is unable to meet no-rise criteria due to other project goals taking higher precedence, a conditional letter of map revision (CLOMR) from FEMA will be required prior to constructing a project that increases flood elevations. See Section 1004 for this portion of the scope.

Task 903: **Structure Alternatives Study** – The goal of this task is to determine the preferred structural alternative that meets the hydraulic design criteria. The ENGINEER will evaluate three conceptual alternatives that will consist of either a multi-cell box culvert or bridge solution established on up to three separate roadway alignments. The structures will be sized, and conceptual costs will be estimated using bid tab history and approximated structural costs per square foot. The following tasks are anticipated based on the established hydraulic design criteria.

- Layout the three alternatives (culvert/bridge) and optimize structure depth/girder type.
- Conduct H&H modeling, iterate, and optimize each hydraulic opening.

Task 904: **Alternative Analysis Report** – The ENGINEER will prepare a report summarizing the findings of the alternative analysis including opinion of probable cost and recommendation as to the preferred alternative.

THE FOLLOWING DESIGN TASKS ASSUME 1400 LINEAR FEET OF NEW TWO-LANE URBAN ROADWAY AND ONE TWO LANE, 3-SPAN, ROLLED STEEL BEAM, CURVED BRIDGE STRUCTURE. DEPENDING ON THE RESULTS OF ALTERNATIVE ANALYSIS A CONTRACT AMENDMENT TO ADJUST THE SCOPE AND FEE MAY BE REQUIRED

Phase 1000 – Concept Design (10% and 30% plans)

Task 1001: **10% Concept Road Design – Completed as part of the alternative analysis.**

Task 1002: **Design Memorandum – Completed as part of the alternative analysis.**

Task 1003: **30% Concept Road Design** – Continuing with the completed and approved 10% conceptual plans, 30% construction plans will be developed based on local, AASHTO and ARDOT design standards, as applicable.

The 30% preliminary plans will include:

- Title Sheet
- Typical sections
- General Notes Sheet
- Survey control and alignment sheet
- Demolition Plan
- Plan & Profile Sheets
- Storm Drainage Layout
- Drainage Area Map
- Bridge general layout sheets
- Roadway Cross Sections

Task 1004: **Hydrology and Hydraulics Design** – The ENGINEER shall perform a hydrologic and hydraulic analysis of the following:

- Update HEC-RAS geometry from alternative analysis to match current (proposed) bridge and channel geometry
- Use HY-8 software to assist in sizing culverts not located in the floodplain
- Prepare and submit CLOMR to FEMA requesting comment on proposed changes to base flood elevations, floodplain limits, and floodway limits. This is required if Zone AE flood elevations will increase as part of the project. CLOMR will not be completed for this project unless required due to changes caused by the project.
    - Complete and submit MT-2 Forms
    - Complete and submit topographic work maps showing delineation of revised floodplain/floodway.
    - Complete and submit annotated FIRM map showing delineating of revised floodplain/floodway.
    - Complete and submit notice of compliance with endangered species act

- Complete property owner notification requirements for changes to floodplain and floodway.
- Submit community acknowledgement form for community to sign.
- Coordinate with FEMA reviewer to satisfy comments.
- FEMA review fees will be billed as an expense to the client and are subject to change.

The ENGINEER will provide a brief technical memorandum explaining the hydrologic and hydraulic analysis, summarize the results, and provide recommended design.

Task 1005: **Storm Drainage Plans** – ENGINEER will prepare preliminary drainage map and storm sewer layout and sizing for street storm sewer and culvert crossings.

Task 1006: **Traffic Signal Plans – not required for this project**

Task 1007: **Preliminary Bridge Design** – The following bridge design tasks are anticipated for the preparation of preliminary designs.

- Complete a preliminary field check to evaluate the site of the proposed structure.
- Develop a bridge typical section. Identify bridge deck width, sidewalk, fencing, and aesthetic enhancements.
- Review existing bid tab information and develop a preliminary type, size, and layout to confirm optimal span configuration, iterate with H&H designers, and determine the best girder type and depth.
- Prepare opinions of probable cost and preliminary bridge plans that include General Plan and Elevation and Typical Section (2 sheets).

Task 1008: **Utility Relocation Plans:** The ENGINEER will identify preliminary utility relocation/adjustment locations for City owned utilities where in conflict with the proposed construction. Conflicts will be identified for City owned water and sanitary sewers as part of the 30% design effort.

Task 1009: **Opinion of Probable Cost:** The ENGINEER shall prepare an opinion of probable cost including engineering, right-of-way, construction, and construction engineering on the appropriate forms.

Phase 1100 – Preliminary and Right-of-Way Design (60% Plans)

Task 1101: **Preliminary (60%) Plans** – This task will be to take the approved 30% design plans from 30% to 60% complete. The right-of-way plans with this project will include detailed storm system profiles, drive/intersection profiles, channel grading, and other special grading or considerations that could affect right-of-way or easements. The plans will include location of proposed right-of-way and easements and will be used for utility coordination.

The preliminary plans will include:

- Title Sheet
- General Notes Sheet
- Survey control and alignment sheet
- Typical sections
- Plan & Profile Sheets
- Demolition Plan
- Special Grading Plans (if required)
- Drainage Area Map
- Storm Sewer System Plan and Profiles
- Utility Relocation/Adjustment Plans if required
- Street Lighting Preliminary Plans
- Preliminary Signing and Striping Plans
- Preliminary Construction Phasing Plans
- Landscaping Preliminary Plans
- Preliminary Bridge Plans (Same as the 30% submittal)
- Roadway Cross Sections

Task 1102: **Special Grading Plans** – ENGINEER will develop preliminary special grading plans for areas where special grading may be required.

Task 1103 **Storm Drainage Plans** – ENGINEER will prepare preliminary storm sewer layout sizing, drainage map and profiles for the street storm sewer and the culvert crossing for inclusion in the 60% plans.

Task 1104: **Utility Relocation Plans** -- The ENGINEER will prepare preliminary utility relocation/adjustment plans for city owned utilities where minor adjustments (adjustment to clear a new storm sewer or to relocate a fire hydrant) are required due to conflict with the proposed construction. Design of any major public utility relocations (such as a new water or sewer line along the length of the project) will require a contract amendment. Preliminary design will be included in the 60% plans for City owned water and sanitary sewer.

Task 1105: **Traffic Signal Plans – Not required for this project**

Task 1106: **Street Lighting** – ENGINEER will coordinate with the Bentonville Electric Utility Department (BEUD) regarding preliminary street lighting plans. Street lighting design and plans will be prepared by BEUD.

Task 1107: **Signing and Marking** – ENGINEER will develop preliminary permanent roadway signing and pavement marking plans meeting City, ARDOT, and MUTCD standards.

Task 1108: **Construction Phasing Plans -** ENGINEER will develop preliminary construction phasing plans for the project.

Task 1109: **Landscaping Plans – No tree planting is anticipated for this project**

Task 1110: **Preliminary Bridge Design** – Prepare opinions of probable cost and preliminary bridge plans that include General Plan and Elevation, and Typical Section. (Same as the 30% submittal)

Task 1111: **Right-of-Way/Easement Descriptions** – The ENGINEER will contract with a local abstractor/title company to provide an Ownership and Encumbrance Title Report (O & Es) for use in determining ownership of parcels adjoining the project. Right-of-Way (ROW), Temporary Construction Easements (TCE), and Permanent Drainage/Utility Easement (PDE) descriptions plus exhibits will be prepared for this project. The descriptions and accompanying exhibits will be provided to the City in electronic format on forms provided by the City. Assumed for this project are:

- 3 number of parcels
- 3 New ROW descriptions and exhibits
- 3 PDE descriptions and exhibits
- 3 TCE descriptions and exhibits
- Note that the property owner research and Title work is included under Task 1302.

Task 1112: **Opinion of Probable Cost:** The ENGINEER shall prepare an updated opinion of probable cost including engineering, right-of-way, construction, and construction engineering on appropriate forms.

Phase 1200 – Final Design Phase (90 and 100 Percent Plans)

Task 1201: **Final Design Plans** – Based on the approved 60% plans, ENGINEER shall prepare final construction plans and specifications in accordance with local, AASHTO, and ARDOT design standards, as applicable. All sheets included in the 100% PS&E plan set will also be included in the 90% submittal. This includes, but is not limited to, the following sheets:

- Title Sheet
- General Notes Sheet
- Survey control and alignment sheet
- Typical Section Sheets
- Roadway Plan and Profile Sheets
- Demolition Plan
- Special Grading Plans (as necessary)
- Drainage Area Map
- Storm Drainage Plan & Profiles
- Utility Relocation/Adjustment Plans
- Intersection and ADA Ramp Details
- Street lighting Plans
- Signing and Striping Plans
- Construction Phasing Plans
- Construction Traffic Control Plans
- Landscaping Plans
- Standard and Special Details
- Final Bridge Plans (see below)
- Erosion and Sediment Control Plans
- Roadway Cross Sections

Task 1202: **Special Grading Plans** – ENGINEER will develop final special grading plans for areas where special grading may be required.

Task 1203 **Storm Drainage Plans** – ENGINEER will prepare final storm sewer layout, sizing, drainage map and profiles for the street storm sewer and the culvert crossing.

Task 1204: **Utility Relocation Plans** – ENGINEER will prepare final utility relocation/adjustment plans for city owned water and sewer utilities (minor adjustments and relocations only such as adjustment to clear a new storm sewer or to relocate a fire hydrant) where in conflict with the proposed construction. Design of any major public utility relocations (such as a new water or sewer line along the length of the project) will require a contract amendment.

Task 1205 **Intersection and ADA Ramp Details** – ENGINEER will prepare sidewalk ramp details meeting ADA requirements. Where cross-slope transitions are required at intersections, ENGINEER will prepare intersection details with spot elevations or curb return profiles.

Task 1206: **Traffic Signal – Not required for this project.**

Task 1207: **Street Lighting** – ENGINEER will coordinate with the Bentonville Electric Utility Department (BEUD) regarding final street lighting plans. Street lighting design, plans, quantities, and specifications will be prepared by BEUD.

Task 1208: **Signing and Marking Plans** – ENGINEER will finalize the permanent pavement marking and roadway signage plans.

Task 1209: **Construction Phasing Plans -** ENGINEER will develop final construction phasing plans for the project.

Task 1210: **Traffic Control Plan** – ENGINEER will develop detailed traffic control plans in conformance with MUTCD and ARDOT standard of practice. If the Razorback Greenway is impacted by construction, detour plans will be developed to maintain through bicycle traffic.

Task 1211: **Landscaping Plans – Not required for this project**.

Task 1212 **Standard and Special Details** – ENGINEER will prepare other standard and special detail sheets required for construction.

Task 1213: **Bridge Final Design and Plans –**

- Incorporate review comments from preliminary plan submittal
- Update and finalize superstructure design
- Pier Designs (2)
- Abutment Designs (2)
- Deck Design
- Deck Drainage Design
- Bearing Design
- Camber Calculations/Geometric Control
- Approach and Sleeper Slabs

- Bridge Load Rating Calculations & SIA Sheet
- Prepare & Submit Final Bridge Cost Estimate
- Prepare & Submit Bridge Special Provisions
- Conduct Quality Control Review
- Prepare & Submit Final Bridge Plans (30 Sheets)
    1. Schedule of Bridge Quantities
    2. General Plan & Elevation
    3. Elevation of Soil Borings.
    4. Staking Diagram
    5. Details of Bent 1
    6. Details of Bent 2
    7. Details of Bent 3
    8. Details of Bent 4
    9. Foundation Details
    10. Typical Section
    11. Typical Section near end of Span
    12. Typical Section near Intermediate Bents
    13. Framing Plan and Girder Details
    14. Expansion Joint Details
    15. Slab Plan
    16. Wingwall Details
    17. Bar list and Sections
    18. Concrete Barrier Rail Details
    19. Fencing Details
    20. Handrail Details
    21. Concrete Barrier Rail Details at Approach Slab
    22. Concrete Barrier Rail Transition Details at end of Approach Slab
    23. Approach Slab Details
    24. Slope Protection Details (Modified Std.)
    25. Excavation for Structures (Std.)
    26. Stay in Place Form Details (Std.)
    27. General Notes for Steel Bridge Structures (1 of 2)
    28. General Notes for Steel Bridge Structures (2 of 2)
    29. Bridge Name Plate (Std.)
    30. Standard Details for Steel H-Piles (Std.)

Task 1214: **Hydraulic Modeling -** The selected bridge/culvert alternative will be updated to match the dimensions and roadway profile from the design plans. Hydraulic summary information including drainage area, peak flow rates, design frequency, and upstream design water surface elevation will be updated and included on the plans.

Task 1215: **Erosion and Sediment Control Plans** – ENGINEER will prepare final erosion and sediment control plans.

Task 1216: **Opinion of Probable Cost** – The ENGINEER shall prepare an updated opinion of probable cost.

Task 1217: **Permits** – The ENGINEER shall prepare and submit on behalf of the Client the following permits, agreements, certifications, and forms.

- SWPPP - NPDES Permit
- ADH Approval if required
- 404 Nationwide Permit - If required the ENGINEER will submit a Clean Water Act, Section 404, nationwide permit notification to the U.S. Army Corps of Engineers (USACE) for the project site. Nationwide permits are general department of army (DA) permits that meet a set of nationwide standards that have minimal individual and cumulative environmental impacts. Nationwide permits are required when jurisdictional aquatic impacts occur related to a project. ENGINEER will follow the Clean Water Act regulations (33 CFR Parts 320-332) and Section 404(b)(1) Guidelines (40 CFR Part 230). Nationwide permits include a description of the Project, aquatic impacts, threatened and endangered species (desktop evaluation), and cultural resources (desktop evaluation). Following completion of the permit, ENGINEER will submit the permit request to the USACE for permit issuance. ENGINEER will follow-up with additional USACE requests within the limitation of the assumptions and exclusions included in this scope of services.
- Short Term Activity Authorization Permit
- Floodplain Permit

Task 1218: **Specifications and Job Special Provisions** – ENGINEER will submit Specifications and Special Provisions with this submittal including all EJCDC front-end documents

Task 1219: **Final PS&E** – Upon incorporating the 90% review comments into the plan set and special provisions, ENGINEER shall prepare and submit all drawings, special provisions, and an updated opinion of probable cost to the City's Project Manager for the 100% PS&E submittal. Upon City acceptance of the PS&E plans, ENGINEER shall submit the bid package in electronic PDF format to the City's Project Manager. The bid package includes sealed drawings and specifications.

Phase 1300 – Right -of-Way Acquisition

The ENGINEER will conduct Right-of-Way and Easement Acquisition services as described below. For this project we have assumed 3 parcels.

Task 1301: **Right of Entry** – Obtain verbal or written right of entry from impacted landowners for various field work associated with the project. The database and notification work per Task 301 and 302 is included under this Task 1301.

Task 1302: **Ownership Research/Title Research** – ENGINEER shall complete initial research to identify impacted landowners and shall coordinate through a title company to obtain title reports and/or commitments to support survey work and acquisition closings.

Task 1303: **Appraisal** – ENGINEER shall sub-consultant appraisal services through one or more appraisal firms. Independent appraisal reviews by a secondary appraiser are not contemplated in this work.

Task 1304: **Negotiation** – ENGINEER shall make initial offers to impacted landowners based upon the ROW and Easement descriptions, associated exhibits, plans, and appraised values, and negotiate settlements where necessary.

Task 1305: **Agreement preparation and closings** – ENGINEER shall prepare option or purchase agreements and associated deeds based upon the City's standard forms. ENGINEER shall coordinate closings through a title company.

Task 1306: **Matrices and Call Logs -** ENGINEER shall update and maintain matrices and call logs to track acquisition progress and make that information available to the City through Smartsheet or other approved software.

Phase 1400 – Bidding Phase

Task 1401: **Bidding –**

- Advertise for and obtain bids for the proposed work
- Answer Requests for Information (RFIs) (Scope assumes up to 10 RFIs)
- Prepare Addenda (Scope assumes up to 2 addenda)
- Attend Bid Opening

Phase 1500 – Construction Phase Services

Construction Phase Services – The scope of this work includes the pre-construction preparation, construction staking, observation and administration, materials testing, post-construction documentation and project closeout for the project. The estimated fee is based on 270 calendar days.

Task 1501: **Construction Staking (one time)**

- Stake survey control points for general contractors use (one time).
- Stake silt fence for erosion/sediment control
- Stake public street centerline
- Stake Right-of-Way
- Stake Temporary Construction Easements
- Stake storm water structures
- Stake driveway and street saw cuts for demolition
- Stake waterline and fire hydrants
- Stake sidewalks and ADA ramps
- Stake curb and gutter
- Stake driveways
- Stake Bridge
- Stake traffic signals/signs

Task 1502: Construction Administration

- Assist the City in planning and conducting a pre-construction meeting
- Perform review of shop drawings and materials submittals and issue back to contractor
- Provide professional review and coordination throughout construction, including periodic attendance at progress meetings, schedule reviews, dealing with contractor and utility issues, issuance of field orders, work change directives, and change orders, and review and approval of contractor's pay applications.
- Receive contractor requests for interpretation or clarification on the intent of the contract specifications during construction and issue responses as required. Coordinate with the City, the communication of such responses to the prime contractor.
- Determine if the contractor is generally adhering to the specifications and plan documents, and schedule through on-going observations.
- Report to City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with the contract documents.
- Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
- Provide review of final documentation including the final pay estimate, final change order and punch list review.

Task 1503: Construction Observation and Materials Testing

- See the attached "Duties of Resident Project Representative"
- Construction Observer(s) to review plans and construction documents and set up appropriate field documentation books.
- Perform part-time construction observation and document the work in progress.
- Compile a daily diary that documents weather conditions, contractor(s) construction activity, contractor's personnel, equipment utilized, and discovered irregularities in the materials used or quality of work performed.
- Determine the contractor's compliance with the contract and specifications and reject work and/or materials that are not in compliance.
- Provide observation and documentation of the project traffic control and detour signage and communicate deficiencies to the contractor.
- Provide construction materials testing and reporting in accordance with the testing frequencies outlined in Article 800 of the City's Minimum Standard Specifications for Streets and the Arkansas Department of Transportation LPA manual, including concrete air, slump and cylinders; soil and base rock proctors and Atterberg limits; aggregate gradations and deleterious substances; soil density testing; aggregate base rock density testing; storm sewer trenches; asphaltic concrete density testing by nuclear gauge; and asphalt content of hot mix asphalt.
- The ENGINEER's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided daily to the designated field representative if requested. Field reports will be reviewed by our project manager and transmitted to the Client, Architect, Structural Engineer, General Contractor, and Building Official.

- Following completion of the project, ENGINEER will prepare a final summary report stating its opinion regarding whether the portions of the work that were observed, inspected and/or tested were in compliance with the project specifications.

  See Assumptions and Exclusions section of this scope of services

Task 1504: Project Closeout

- Certification of Project – ENGINEER shall provide a certification that the project has been constructed in accordance with the Record Drawings.

- As-built survey – ENGINEER will conduct a survey of the completed project to verify the as-built condition. The survey will include roadway centerline, and all storm drainage related elements such as top and inverts of drainage structures, verification of culvert dimensions and pipe diameters, top of any berms or levees and any detention basins. Curbs, sidewalks, multi-use paths, driveway and other roadway elements will not be surveyed unless a design change was made during construction.

- Record Drawings – ENGINEER will prepare record drawings reflecting information gathered during the as-built survey and from markups provided by the contractor.

- Letter of Map Revision (LOMR)
  - Prepare and submit LOMR to FEMA requesting comment on proposed changes to base flood elevations, floodplain limits, and floodway limits based on as-built survey of constructed improvements.
    - Complete and submit MT-2 Forms
    - Complete and submit topographic work maps showing delineation of revised floodplain/floodway.
    - Complete and submit annotated FIRM map showing delineating of revised floodplain/floodway.
    - Complete property owner notification requirements for changes to floodplain and floodway.
    - Submit community acknowledgement form for community to sign.
    - Coordinate with FEMA reviewer to satisfy comments.
    - FEMA review fees will be billed as an expense to the client and are subject to change.

DELIVERABLES:

- Project Management Plan including the Quality Management Plan
- Meeting notes
- Alternative Analysis Report
- Design Memorandum
- Electronic plan submittals for concept, preliminary and final designs
- Opinions of probable construction costs with each submittal
- Contract documents and specifications for the final design submittal
- Two recorded presentations
- Geotechnical Report

- Environmental Review Memo
- Signed option or purchase agreement and/or final signed conveyance deed
- Appraisal report for each acquisition
- Final Call Log and Matrix
- Title policies (if applicable)
- Construction Reports
- Record Drawings

ASSUMPTIONS: We have made assumptions in the preparation of this scope of services. These assumptions and subsequent explanations are as follows:

- Plans will be completed for one bid package. Splitting the plans into multiple plan sets would require a contract amendment.
- All permit and mitigation fees will be paid by the City.
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities except for City owned waterline and sanitary sewer which are included in the plans.
- Geotechnical boring locations are easily accessible from the existing roadway.
- The geotechnical borings for the Battlefield Blvd, Walton and Central Intersection, and Opal Road projects will be completed during the same mobilization.

- Bridge designs will be prepared in accordance with AASHTO LRFD Bridge Design Guidelines and Arkansas DOT Standard Specifications for Highway Construction (Division 800), where appropriate.
- Bridge plans will be prepared in MicroStation digital format and plotted to 24" x 36" sheets.
- It is assumed that a 3-span bridge using steel rolled beams that is curved and skewed will be utilized for in design.
- It is assumed that only one stream crossing structure will be utilized.
- It is assumed that a premanufactured fence will be utilized. Shop drawings and design calculations for the fencing will be submitted by the Contractor for review and approval by the Engineer prior to construction.
- It is assumed that the field check can be completed while mobilized for the other projects. No special trip will be required.

- ROW Acquisition fees are estimated on a per parcel basis
- ENGINEER shall attend up to two (2) in-person meetings per owner for ROW negotiations/acquisitions
- Assumes one appraisal for each acquisition
- Assumes that each acquisition will be staked and will close through a title company
- No Phase I environmental due diligence for acquisitions
- Assumes that negotiations to acquire property will begin at completion of the 100% design plans.
- Assumes that there are no total acquisitions or relocations.
- ENGINEER is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. ENGINEER's sole obligation is to report its observation, inspection and test results to Client as provided herein. The above Scope of Work was prepared without the anticipation of profits on account of any difference between the actual and estimated

quantities. If the construction methods utilized by contractors for the project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out-of-scope services. ENGINEER will notify the City if construction testing frequencies and site visits are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services

- The estimated hourly fee shown for construction staking is an estimate based on one-time staking of each of the specified elements. The City understands that the Contractor may or may not request all the items contained in this estimate. Additionally, there may be items not shown in this estimate that the Contractor may request ENGINEER to stake. Up to 3 days of re-staking or additional staking is included is the estimate. Re-staking or additional staking beyond that estimated shall be considered additional services and will be billed hourly.
- Estimate for observation and testing is based on 270 calendar days. Observation is estimated at approximately half-time and assumes that at least two projects are under construction during the same period. Days are estimated at 5-hour days and includes travel time. Field testing is estimated at 3-hours per day including travel time. Time required beyond the estimated days may require a contract amendment. Labor for lab testing is included in the unit price for the test.
- Other assumptions identified within the scope of services

EXCLUSIONS: Exclusions include, but are not limited to, the following:

- Traffic and pedestrian counts
- Temporary traffic signals
- Lighting analysis
- Earthwork balance calculations
- Concrete jointing plan
- Operational analysis of intersections/access not specifically mentioned in the scope.
- Temporary or permanent signal timing
- Pedestrian detour plans (If the Razorback Greenway is impacted by construction, detour plans will be developed for the Greenway only.)
- Detention and water quality design
- Retaining Wall Design
- Irrigation Design
- Environmental investigation, permitting beyond those noted in the scope including:
    - Individual Section 404 Permit Application
    - Additional Site Visits with the US Army Corps
    - Agency or Client Meetings, Other Than Phone Call Discussions
    - Changes in Project Design or Location Requiring Changes to the Report
    - Migratory Bird Treaty Act Nesting Surveys
    - Bald and Golden Eagle Nest Surveys
    - Agency Requested Threatened and Endangered Species-Specific Survey
    - Further coordination with USFWS and any further assessments.
    - Agency Requested Historic or Cultural Resource Surveys
    - Wetland Mitigation Services beyond those indicated in the scope of services

    - Noise Studies
    - Archaeological surveys
- Construction Phase Services (Management, Observation, Testing) for privately owned utilities
- Pedestrian Fence Design
- Design of Seal Courses/Dewatering
- Design of temporary shoring
- Design of low water crossings/Contractor Access Ramps
- Renderings, 3D Modeling, traffic simulations, and visualization
- Updating of the FEMA model
- Environmental Assessment
- Environmental Impact Statement
- Any services not specifically detailed in the scope.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
   a. Record date of receipt of Shop Drawings and samples.
   b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
   c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
   a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
   b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
   c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
   a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
   b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
   a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
   b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
   c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
   d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
    b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

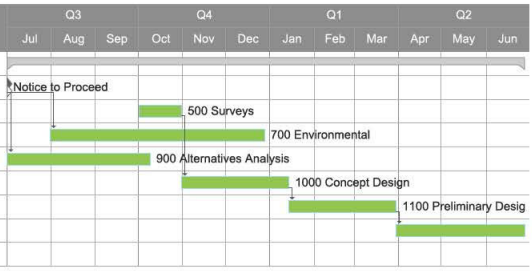
Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

Opal Rd

ROW Acquisition, Utility Relocation, and Construction not shown on schedule. ROW Acquisition and Utility Relocation may impact schedule.

	Task Name	Start	Finish	Duration
1	Opal Rd	07/01/21	06/27/22	362d
2	Notice to Proceed	07/01/21	07/01/21	0
3	500 Surveys	10/01/21	10/30/21	30d
4	700 Environmental	07/31/21	12/27/21	150d
5	900 Alternatives Analysis	07/01/21	10/08/21	100d
6	1000 Concept Design	10/31/21	01/13/22	75d
7	1100 Preliminary Design	01/14/22	03/29/22	75d
8	1200 Final Design	03/30/22	06/27/22	90d
9				



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BENTONVILLE - OPAL ROAD - APPENDIX C

Friday, May 28, 2021

FEE SUMMARY BY EMPLOYEE CLASSIFICATION					
Personnel		**Total Hr.**	**2021 $ Per Hr.**	**Labor Cost**	**Total Cost**
Principal / Senior Project Manger	PRIN/SPM	250	$274.00	$68,500	$68,500
Project Manager / ROW Manager	PM/RWM	0	$217.00	$0	$0
Senior Manager	SM	252	$203.00	$51,156	$51,156
Technical Manager 2	TM2	184	$193.00	$35,512	$35,512
Technical Manager 1	TM1	36	$182.00	$6,552	$6,552
Senior Engineer 2	SE2	199	$158.00	$31,442	$31,442
Senior Engineer 1	SE1	0	$147.00	$0	$0
Project Engineer / Designer / Const Manager	PE/DES/CM	586	$131.00	$76,766	$76,766
Engineer 3 / Senior Technician	E3 / SR TECH	1047	$119.00	$124,593	$124,593
Engineer 2 / Public Professional / Project Scientist	E2/PP/PS	650	$108.00	$70,200	$70,200
Engineer 1 (Assistant Engineers)	E1	883	$100.00	$88,300	$88,300
Technician / Public Assitant	TECH/PA	794	$67.00	$53,198	$53,198
Survey Manager	SURM	12	$154.00	$1,848	$1,848
Senior Surveyor	SS	63	$122.00	$7,686	$7,686
Survey Technician	ST	86	$86.00	$7,396	$7,396
2 man Survey Crew	SC2	330	$165.00	$54,450	$54,450
Senior Constr Observer / Resident Project Representative	SO/RPR	908	$90.00	$81,720	$81,720
Admin	ADMIN	92	$97.00	$8,924	$8,924
Geotech Engineer	GE	38	$135.00	$5,130	$5,130
Sr Geotech Engineer	SGE	0	$210.00	$0	$0
Geotech Technician /Constr Observer	GT/CO	0	$90.00	$0	$0
Total Labor		6410			**$773,373**
Total Expenses					**$55,601**
Labor Adjustment for Work Performed in Future Years (3% increase for work in 2022, 6% increase for work performed in 2023) 2022 work includes 50% of PM, Meetings and Preliminary Design; 100% of Public Engagement, Final Design, and ROW Acqusition. Work performed in 2023 includes 100% of Bidding and Construction Phase Services.					**$15,987**
TOTAL NOT TO EXCEED FEE		**6410**			**$844,961**

Note: Rates shown are for estimating purposes only; actual billing rate is based on the rate for each individual employee and the attached billing rate scheule. Fees for individual phases or tasks may exceed the subtotals shown but total fees shall not exceed the total fee shown.

BENTONVILLE - OPAL ROAD - APPENDIX C

Friday, May 28, 2021

APPENDIX C - EXPENSE SUMMARY

Expenses	Quantity		$ Ea.		Cost
Design					
Travel, mile (car)	500	MILES	0.56		$280.00
Hotel/Lodging		PER NIGHT	150.00		$0.00
Meals		PER DAY	25.00		$0.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)	1	LS	1000		$1,000.00
Sub Consultant		LS	1000		$0.00
Potholing	2	EA	1500		$3,000.00
Survey					
Design Surveys					
Travel, mile (survey)	500	MILES	0.75		$375.00
Hotel/Lodging		PER NIGHT	125		$0.00
Meals		PER DAY	25		$0.00
Utility Locates	4	PER HOUR	75		$300.00
Miscellaneous Expenses (Lathe, hubs, materials, etc.)	1	LS	500		$500.00
Construction Surveys					
Travel, mile (survey)	1000	MILES	0.75		$750.00
Hotel/Lodging		PER NIGHT	125		$0.00
Meals		PER DAY	25		$0.00
Miscellaneous Expenses (Lathe, hubs, materials, etc.)	1	LS	500		$500.00
Geotech for Design					
Hotel/Lodging	6	PER NIGHT	150.00		$900.00
Meals	6	PER DAY	25.00		$150.00
Mobilization	1	LS	1520.00		$1,520.00
Travel, Drill Rig	0	MILES	2.25		$0.00
Travel, Support Truck	0	Miles	0.8		$0.00
Traffic Control Permit	1	EA	1000		$1,000.00
Traffic Control	2	Day	2000		$4,000.00
Drilling, Straight auger 0-25'	180	Foot	20		$3,600.00
Drilling, Straight auger 26-50'	20	Foot	22		$440.00
Sampling, 0-25'	44	EA	21		$924.00
Sampling, 26-50'	4	EA	24		$96.00
Wireline Rock Coring	80	Foot	55		$4,400.00
Pavement Cores	0	EA	75		$0.00
Pavement Patches	8	EA	55		$440.00
					$0.00
Lab Testing					$0.00
Unconfined Compressive Strength - Soils	12	EA	55		$660.00
Dry Density	12	EA	28		$336.00
Moisture Content	24	EA	20		$480.00
Rock Core Breaks	4	EA	70		$280.00
Atterberg Limits	6	EA	95		$570.00
CBR	1	EA	620		$620.00
					$0.00
Acqusitions					
Travel, mile (car)	500	MILES	0.56		$280.00
Hotel/Lodging		PER NIGHT	125.00		$0.00
Meals		PER DAY	25.00		$0.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)		LS	1000		$0.00
Sub Consultant - Appraisals	3	EACH	4000		$12,000.00
Title Work	3	EACH	1000		$3,000.00
Construction Observation and Testing					
Hotel/Lodging		PER NIGHT	125.00		$0.00
Meals		PER DAY	25.00		$0.00
Mobilization		LS	1000.00		$0.00
		MILES			$0.00
Observation Trip Charge		EA	$120.00		$0.00
Standard Proctor Tests		EA	$165.00		$0.00
Atterberg Limit Tests		EA	$90.00		$0.00
Sieve Analysis Tests		EA	$60.00		$0.00
Concrete Compression Testing (Cylinders)		EA	$19.00		$0.00
ASTM D6925-Prep & Density of Superpave Gyratory Comp Spec		EA	$290.00		$0.00
ASTM D2041-Theoretical Max Specific Gravity (RICE)		EA	$180.00		$0.00
ASTM D6307- Asphalt Content by Ignition Method		EA	$175.00		$0.00
ASTM D6995-VMA in Compacted Paving Mix		EA	$30.00		$0.00
ASTM D3203-Percent Air Voids in Compacted Paving Mix		EA	$30.00		$0.00
Mileage/Travel Estimate					$10,000.00
Lab Testing Estimate					$3,200.00
SUBTOTALS					
Design					**$4,280.00**
Survey					**$2,425.00**
Geotech					**$20,416.00**
Acqusitions					**$15,280.00**
Construction					**$13,200.00**
TOTAL EXPENSES					**$55,601.00**

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - OPAL ROAD

	Hourly Billing Rate ---->>>>	$274.00	$217.00	$203.00	$193.00	$182.00	$158.00	$147.00	$131.00	$119.00	$100.00	$100.00	$67.00	$164.00	$122.00	$86.00	$155.00	$90.00	$87.00	$135.00			
	Friday, May 28, 2021																						
Task No.	Description of Work Items / Tasks	PRIN/SPM	PM/ROWM	SM	TM2	TM1	SE2	SE1	PE/DES/CM	E3 / SR TECH	E2/PP/PS	E1	TECH/PA	SURM	SS	ST	SC2	SO/RPR	ADMIN	GE	Total Manhours	Total Labor Fee	Subtotal
100	**PROJECT MANAGEMENT**																						
101	Project Management	120		140																	260	$61,300	$61,300.00
																					0	$0	$0.00
		120	0	140	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	260			$61,300.00
200	**MEETINGS**																						
201	Kick-off Meeting	4		4	4				4			4							8		28	$4,300	$4,300.00
202	Review meetings (4)	16		16	8				16			16							32		104	$15,976	$15,976.00
203	Progress Meetings (10)	40		20	10				20			20							20		130	$23,510	$23,510.00
204	Additional Meetings (2)	8		4	4				4			4							8		32	$5,476	$5,476.00
																					0	$0	$0.00
		68	0	44	26	0	0	0	44	0	0	44	0	0	0	0	0	0	68	0	294			$49,342.00
300	**PUBLIC ENGAGEMENT**																						
301	Stakeholder Database - Included in Task 1301																				0	$0	$0.00
302	Stakeholder Notifications - Included under Task 1301																				0	$0	$0.00
303	Project Presentations								40		64		16								120	$13,224	$13,224.00
																					0	$0	$0.00
		0	0	0	0	0	0	0	40	0	64	0	16	0	0	0	0	0	0	0	120			$13,224.00
400	**UTILITY COORDINATION**																						
401	Utility Coordination and Meeting	8							40												48	$7,432	$7,432.00
																					0	$0	$0.00
		8	0	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0	0	48			$7,432.00
500	**SURVEYS**																						
501	Topographic Surveys													8	7		94				109	$17,986	$17,986.00
502	Base Maps														16	24					40	$4,016	$4,016.00
503	Control and Land Corners																12				12	$1,980	$1,980.00
504	Utility Locates														1		8				9	$1,442	$1,442.00
505	Staking of ROW and Easements														2		16				18	$2,884	$2,884.00
																					0	$0	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	8	26	24	130	0	0	0	188			$27,918.00
600	**GEOTECHNICAL**																						
601	Borings														5					10	15	$1,960	$1,960.00
602	Laboratory Services																				0	$0	$0.00
603	Pavement Design																			8	8	$1,080	$1,080.00
604	Evaluation and Report																			20	20	$2,700	$2,700.00
																					0	$0	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	38	43			$5,740.00
700	**ENVIRONMENTAL**																						
701	Desktop Review					4					16										20	$2,456	$2,456.00
702	Wetland Delineation					4					32										36	$4,184	$4,184.00
703	Cultural Survey																				0	$0	$0.00
704	Nationwide Permit (see Task 1217)																				0	$0	$0.00
705	CE Document					16					40										56	$7,232	$7,232.00
																					0	$0	$0.00
		0	0	0	0	24	0	0	0	0	88	0	0	0	0	0	0	0	0	0	112			$13,872.00
800	**TRAFFIC STUDIES**																				0	$0	$0.00
																					0	$0	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			$0.00
900	**ALTERNATIVE ANALYSIS**																						
901	Roadway Alignment Study																				0	$0	$0.00
	Title Sheet								2				8								10	$798	$798.00
	Typical sections								2			12									14	$1,462	$1,462.00
	Plan & Profile Sheets	8							24			40									72	$9,336	$9,336.00
	Roadway Cross Sections								4			24									28	$2,924	$2,924.00
	Design Memorandum	2		2					2	4	4	8									22	$2,924	$2,924.00
902	Hydrology and Hydraulics Study				12		60				120										212	$27,916	$27,916.00
903	Structure Alternatives Study				16					60											76	$10,228	$10,228.00
904	Alternative Analysis Report	2			4		16		12		24	24								24	106	$12,740	$12,740.00
																					0	$0	$0.00
																					0	$0	$0.00
		12	0	2	32	0	98	0	48	64	148	108	8	0	0	0	0	0	24	0	540			$68,328.00

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - OPAL ROAD

	Hourly Billing Rate --->>>	$274.00	$217.00	$203.00	$193.00	$182.00	$158.00	$147.00	$131.00	$119.00	$108.00	$100.00	$67.00	$164.00	$122.00	$86.00	$185.00	$90.00	$97.00	$135.00				
	Friday, May 28, 2021																							
Task No.	**Description of Work Items / Tasks**	**PRIN/SPM**	**PM/RWM**	**SM**	**TM2**	**TM1**	**SE2**	**SE1**	**PE/DES/CM**	**E3 / SR TECH**	**E2/PP/PS**	**E1**	**TECH/PA**	**SURM**	**SS**	**ST**	**SC2**	**SO/RPR**	**ADMIN**	**GE**	**Total Manhours**	**Total Labor Fee**	**Subtotal**	
1000	**CONCEPT DESIGN**																							
1001	10% Plans - See Phase 900																				0	$0	**$0.00**	
1002	Design Memorandum - See Phase 900																				0	$0	**$0.00**	
1003	30% Plans																				0	$0	**$0.00**	
	Title Sheet																				0	$0	**$0.00**	
	Typical sections																				0	$0	**$0.00**	
	General Notes Sheet								4												4	$524	**$524.00**	
	Survey control and alignment sheet								8												8	$1,048	**$1,048.00**	
	Demolition Plan								4				8								12	$1,060	**$1,060.00**	
	Plan & Profile Sheets								8			48									56	$5,848	**$5,848.00**	
1004	Hydrology and Hydraulics																				0	$0	**$0.00**	
	Update HEC RAS Geometry				2		6				16										24	$3,062	**$3,062.00**	
	HYB Culvert Design				1		1				8										10	$1,215	**$1,215.00**	
	CLOMR				4		40				120										164	$20,052	**$20,052.00**	
1005	Storm Drainage Layout								4			24	24								52	$4,532	**$4,532.00**	
1005	Drainage Area Map											16									16	$1,600	**$1,600.00**	
1006	Traffic signal general layout if required																				0	$0	**$0.00**	
1007	Preliminary Bridge Design																				0	$0	**$0.00**	
	Complete a preliminary field check				2					2											4	$624	**$624.00**	
	Develop bridge typical section				1					8											9	$1,145	**$1,145.00**	
	Review existing bid tab information				2					8											10	$1,338	**$1,338.00**	
	Determine optimal type, size and location				8					40											48	$6,304	**$6,304.00**	
	Develop a preliminary superstructure model				4					40											44	$5,532	**$5,532.00**	
	Prepare and Submit Bridge Opinion of Probable Cost				2					8											10	$1,338	**$1,338.00**	
	Prepare and Submit Preliminary Bridge Plans (30%)																				0	$0	**$0.00**	
	1. General Plan & Elevation									20											20	$2,380	**$2,380.00**	
	2. Typical Section									20											20	$2,380	**$2,380.00**	
1008	Utility Conflicts Identification											8									8	$800	**$800.00**	
1009	Opinion of Probable Cost	1							4			40									45	$4,798	**$4,798.00**	
																					0	$0	**$0.00**	
		1	0	0	26	0	47	0	32	146	144	136	32	0	0	0	0	0	0	0	564			**$65,580.00**

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - OPAL ROAD

	Hourly Billing Rate ---->>>	$274.00	$217.00	$203.00	$193.00	$182.00	$168.00	$147.00	$131.00	$119.00	$108.00	$100.00	$87.00	$164.00	$122.00	$86.00	$155.00	$90.00	$97.00	$135.00			
	Friday, May 28, 2021																						
Task No.	Description of Work Items / Tasks	PRIN/SPM	PM/RWM	SM	TM2	TM1	SE2	SE1	PE/DES/CM	E3 / SR TECH	E2/PP/PS	E1	TECH/PA	SURM	SS	ST	SC2	SO/RPR	ADMIN	GE	Total Manhours	Total Labor Fee	Subtotal
1100	**PRELIMINARY DESIGN**																				0	$0	**$0.00**
1101	60% Plans																				0	$0	**$0.00**
	Title Sheet																				0	$0	**$0.00**
	General Notes Sheet																				0	$0	**$0.00**
	Survey control and alignment sheet																				0	$0	**$0.00**
	Typical sections																				0	$0	**$0.00**
	Plan & Profile Sheets								4			24	24								52	$4,532	**$4,532.00**
	Demolition Plan																				0	$0	**$0.00**
1102	Special Grading Plans (if required)										40										40	$4,320	**$4,320.00**
1103	Drainage Area Map																				0	$0	**$0.00**
1103	Storm Sewer System Plan and Profiles								8			40	40								88	$7,728	**$7,728.00**
1104	Utility Relocation/Adjustment Plans if required						4					16									20	$2,232	**$2,232.00**
1105	Traffic Signal Preliminary Plans if required																				0	$0	**$0.00**
1106	Street Lighting Preliminary Plans								4				4								8	$792	**$792.00**
1107	Preliminary Signing and Striping Plans			2								24									26	$2,806	**$2,806.00**
1108	Preliminary Construction Phasing Plans			2								16									18	$2,006	**$2,006.00**
1109	Landscaping Preliminary Plans																				0	$0	**$0.00**
1110	Preliminary Bridge Plans (Same as 90%)																				0	$0	**$0.00**
	Roadway Cross Sections								4			16									20	$2,124	**$2,124.00**
1111	ROW and Easement Descriptions														0	30					30	$3,555	**$3,556.00**
1112	Opinion of Probable Cost	1							2			24									27	$2,936	**$2,936.00**
																					0	$0	**$0.00**
		1	0	4	0	0	4	0	22	0	40	160	68	0	8	30	0	0	0	0	337		**$33,832.00**
1200	**FINAL DESIGN**																				0	$0	**$0.00**
1201	Final Design Plans																				0	$0	**$0.00**
	Title Sheet								1				2								3	$265	**$265.00**
	General Notes Sheet								1				2								3	$265	**$265.00**
	Survey control and alignment sheet								1				2								3	$265	**$265.00**
	Typical Section Sheets								1				2								3	$265	**$265.00**
	Roadway Plan and Profile Sheets								4				16								20	$1,596	**$1,596.00**
	Demolition Plan								1				2								3	$265	**$265.00**
1202	Special Grading Plans (as necessary)								1		16		4								21	$2,127	**$2,127.00**
1203	Drainage Area Map																				0	$0	**$0.00**
1203	Storm Drainage Plan & Profiles								4			20	20								44	$3,864	**$3,864.00**
1204	Utility Relocation/Adjustment Plans						4					16									20	$2,232	**$2,232.00**
1205	Intersection and ADA Ramp Details								8				8								16	$1,584	**$1,584.00**
1206	Traffic Signal Plans																				0	$0	**$0.00**
1207	Street lighting Plans								4												4	$524	**$524.00**
1208	Signing and Striping Plans			2								16									18	$2,006	**$2,006.00**
1209	Construction Phasing Plans			2					2				16								20	$1,740	**$1,740.00**
1210	Construction Traffic Control Plans			12								24									36	$4,836	**$4,836.00**
1211	Landscaping Plans																				0	$0	**$0.00**
1212	Standard and Special Details								2				16								18	$1,334	**$1,334.00**
1213	Final Bridge Plans (see below)																				0	$0	**$0.00**
	Incorporate review comments from preliminary plan submittal				2					8											10	$1,330	**$1,330.00**
	Update and finalize superstructure design				8					84											92	$11,540	**$11,540.00**
	Pier Designs (2)				4					64											68	$10,768	**$10,768.00**
	Abutment Designs (2)				4					56											60	$7,436	**$7,436.00**
	Deck Design									10											10	$1,190	**$1,190.00**
	Deck Drainage Design									5											5	$595	**$595.00**
	Bearing Design									10											10	$1,190	**$1,190.00**
	Camber Calculations/Geometric Control									16											16	$1,904	**$1,904.00**
	Approach and Sleeper Slabs									5											5	$595	**$595.00**
	Bridge Load Rating Calculations & SIA Sheet				1					8											9	$1,145	**$1,145.00**
	Prepare & Submit Final Bridge Cost Estimate				1					12											13	$1,621	**$1,621.00**
	Prepare & Submit Bridge Special Provisions				8					16											24	$3,448	**$3,448.00**
	Conduct Quality Control Review				8					8											16	$2,496	**$2,496.00**
	Prepare & Submit Final Bridge Plans (30 Sheets)																				0	$0	**$0.00**
	1. Schedule of Bridge Quantities				1					6											7	$907	**$907.00**
	2. General Plan & Elevation				1					12											13	$1,621	**$1,621.00**
	3. Elevation of Soil Borings				1					10											11	$1,383	**$1,383.00**
	4. Staking Diagram				1					5											6	$780	**$780.00**
	5. Details of Bent 1				1					28											29	$3,625	**$3,525.00**
	6. Details of Bent 2				1					28											29	$3,525	**$3,525.00**
	7. Details of Bent 3				1					28											29	$3,625	**$3,525.00**
	8. Details of Bent 4				1					28											29	$3,625	**$3,525.00**
	9. Foundation Details				1					24											25	$3,049	**$3,049.00**

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - OPAL ROAD

	Hourly Billing Rate --->>>	$274.00	$217.00	$203.00	$193.00	$182.00	$168.00	$147.00	$131.00	$119.00	$108.00	$100.00	$87.00	$164.00	$122.00	$86.00	$186.00	$90.00	$97.00	$135.00			
	Friday, May 28, 2021																						
Task Ite.	Description of Work Items / Tasks	PRIN/SPM	PM/ROWM	SM	TM2	TM1	SE2	SE1	PE/DES/CM	E3 / SR TECH	E2/PP/PS	E1	TECH/PA	SURM	SS	ST	SC2	SO/RPR	ADMIN	GE	Total Manhours	Total Labor Fee	Subtotal
	10. Typical Section				1					16											17	$2,097	$2,097.00
	11. Typical Section near end of Span				1					20											21	$2,573	$2,573.00
	12. Typical Section near Interme diate Bents				1					20											21	$2,573	$2,573.00
	13. Framing Plan and Girder Details				1					40											41	$4,953	$4,953.00
	14. Expansion Joint Details				1					24											25	$3,049	$3,049.00
	15. Slab Plan				1					24											25	$3,049	$3,049.00
	16. Wingwall Details				1					24											25	$3,049	$3,049.00
	17. Barlist and Sections				1					36											37	$4,477	$4,477.00
	18. Concrete Barrier Rail Details				1					24											25	$3,049	$3,049.00
	19. Fencing Details				1					16											17	$2,097	$2,097.00
	20. Handrail Details				1					16											17	$2,097	$2,097.00
	21. Concrete Barrier Rail Details at Approach Slab				1					16											17	$2,097	$2,097.00
	22. Concrete Barrier Rail Transition Details at end of Approach Slab				1					16											17	$2,097	$2,097.00
	23. Approach Slab Details									24											24	$2,856	$2,856.00
	24. Slope Protection Details (Modified Std.)									6											6	$714	$714.00
	25. Excavation for Structures (Std.)									3											3	$357	$357.00
	26. Slip in Place Fence Details (Std.)									3											3	$357	$357.00
	27. General Notes for Steel Bridge Structures (1 of 2)				1					6											7	$907	$907.00
	28. General Notes for Steel Bridge Structures (2 of 2)				1					6											7	$907	$907.00
	29. Bridge Name Plate (Std.)									3											3	$357	$357.00
	30. Standard Details for Steel H-Piles (Std.)									3											3	$357	$357.00
																					0	$0	$0.00
1214	Hydraulic Modeling Final Data Update						4				16										20	$2,360	$2,360.00
1215	Erosion and Sediment Control Plans											40									40	$4,000	$4,000.00
	Roadway Cross Sections								2			8									10	$1,062	$1,062.00
1216	Opinion of Probable Cost	2							2			24									28	$3,210	$3,210.00
1217	Permits																				0	$0	$0.00
	SWPPP											24									24	$2,400	$2,400.00
	ADH																				0	$0	$0.00
	404 Nationwide					4					30										34	$3,960	$3,960.00
	Short Term Activity permit											16									16	$1,600	$1,600.00
	Floodplain Permit										24										24	$2,592	$2,592.00
1218	Specification	4			4		4		40			40									92	$11,740	$11,740.00
1219	100% Submittal	4							40				40								84	$9,016	$9,016.00
																					0	$0	$0.00
		10	0	16	64	4	12	0	114	837	86	238	120	0	0	0	0	0	0	0	1501		$176,299.00

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - OPAL ROAD

	Hourly Billing Rate --->>>	$274.00	$217.00	$203.00	$193.00	$182.00	$168.00	$147.00	$131.00	$119.00	$108.00	$100.00	$67.00	$164.00	$122.00	$88.00	$186.00	$90.00	$97.00	$135.00			
	Friday, May 28, 2021																						
Task No.	Description of Work Items / Tasks	PRIN/SPM	PM/ROWM	SM	TM2	TM1	SE2	SE1	PE/DES/CM	E3 / SR TECH	E2/PP/PS	E1	TECH/PA	SURM	SS	ST	SC2	SO/RPR	ADMIN	GE	Total Manhours	Total Labor Fee	Subtotal
1300	ROW ACQUISITION																						
1301	Right of Entry			2								3									5	$706	$706.00
1302	Ownerships			1								2									3	$403	$403.00
1303	Appraisals			1								2									3	$403	$403.00
1304	Negotiations			12								24									36	$4,836	$4,836.00
1305	Agreements and Closing			12								24									36	$4,836	$4,836.00
1306	Call Logs			2								4									6	$806	$806.00
																					0	$0	$0.00
		0	0	30	0	0	0	0	0	0	0	59	0	0	0	0	0	0	0	0	89		$11,990.00
1400	BIDDING																				0	$0	$0.00
1401	Bidding	8		8		8			20												44	$7,892	$7,892.00
																					0	$0	$0.00
																					0	$0	$0.00
		8	0	8	0	8	0	0	20	0	0	0	0	0	0	0	0	0	0	0	44		$7,892.00
1500	CONSTRUCTION PHASE SERVICES																				0	$0	$0.00
1501	Staking														16	32	160				208	$31,104	$31,104.00
1502	Administration																				0	$0	$0.00
	Pre-Construction Meeting	4		4	4				8			4						4			28	$4,488	$4,488.00
	Construction Management	10							108												118	$16,888	$16,888.00
	Bridge Staff				8				24			40									72	$8,688	$8,688.00
	Change Orders								40			40									80	$9,240	$9,240.00
	Final Walk Through	4		4	4				8			4						4			28	$4,488	$4,488.00
1503	Observation and Testing												640					800			1440	$117,160	$117,160.00
1504	Closeout																				0	$0	$0.00
	Certification	4			4																8	$1,868	$1,868.00
	As-built survey													4	8		40				52	$8,192	$8,192.00
	Record Drawings								40			60									100	$11,240	$11,240.00
	LOMR				16		48				80										136	$18,048	$18,048.00
		22	0	8	36	0	48	0	228	0	80	148	640	4	24	32	200	804	0	0	2270		$231,424.00
																					0	$0	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		$0.00
																					6410		
	Total Manhours	260	0	282	184	36	199	0	696	1,047	600	893	784	12	63	86	330	908	92	36	6,410	$773,373	$773,373.00
	Total Labor	$68,500	$0	$51,166	$35,512	$6,552	$31,442	$0	$76,766	$124,593	$70,200	$68,300	$53,188	$1,845	$7,686	$7,386	$54,450	$81,720	$8,924	$5,130		$773,373	$773,373.00
	Total Expenses																						$55,691
	Labor Adjustment for Work performed in Future Years																						$15,897
	Total Not to Exceed Fee																						$844,961

olsson

LABOR RATE BILLING SCHEDULE 2021

LABOR RATES

Description	Range
Principal/Senior Professional.....	140 - 275
Project Manager.....	110 - 180
Project Professional.....	90 - 145
Assistant Professional.....	60 - 125
Designer.....	70 - 135
CAD Operator.....	40 - 100
Survey.....	50 - 140
Survey Crew.....	120 - 160
Construction Services.....	50 - 170
Administrative/Clerical.....	40 - 100

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

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

Classification	Cost
Automobiles (Personal Vehicle)	$0.56/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Updated for Year 2021

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH OLSSON INC., FOR ENGINEERING AND PROJECT SERVICES FOR OPAL ROAD IMPROVEMENTS.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Olsson Inc. for engineering and project services for Opal Road Improvements (MUNIS #21EN0012) in an amount of $844,961.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for SE 10th and C Street. The cost of this contract will be $443,315.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$443,315.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Thursday, July 1, 2021

Re: PSA for SE 10th and C (MUNIS# 21EN0016)

Project Description:

Expand channel & build regional detention pond.

Olsson Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $443,315.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Olsson Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

MUNIS #21EN0016

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **SE 10TH AND C STREET** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **OLSSON, INC.**, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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** Four Hundred Forty-Three Thousand, Three Hundred Fifteen Dollars ($443,315), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**OLSSON, INC**
CITY	ENGINEER
	[redacted]
BY	BY
MAYOR	**TRANSPORTATION PRACTICE LEADER**
TITLE	TITLE
	JUNE 23, 2021
DATE SIGNED	DATE SIGNED
	[redacted]
	BY ERIC SHELTON
	SR ENGINEER, WATER RESOURCES
	TITLE
	JUNE 23, 2021
	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

EXPAND CHANNEL & BUILD REGIONAL DETENTION POND.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.
- See Appendix C for detailed Scope of Services.

APPENDIX C – SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

SE 10th Street & C Street
CITY OF BENTONVILLE, ARKANSAS

SURVEYS, PRELIMINARY AND FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION PHASE SERVICES

This exhibit is hereby attached to and made a part of the Professional Services Agreement dated July 13, 2021 between The City of Bentonville, Arkansas ("City") and Olsson, Inc. ("ENGINEER") providing for professional services. ENGINEER's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project locations:

1. SE 10th Street and C Street

   Project Description: Flooding is common in the neighborhood along SE C Street due Little Osage Creek Tributary II. The creek flows to the southwest across the open field east of the intersection of SE 10th Street and SE C Street. The field is the beginning of the Special Flood Hazard Area Zone AE. The field is currently used for trails for a private school called Thaden. To reduce flooding a detention basin will be built in the open field. Develop multiple alternatives in coordination with Thaden. Explore channel improvement options downstream of the detention basin. Enclose the creek where it turns south parallel to SE C Street until the existing box culvert under SE C Street.



Design Criteria: The stormwater improvement projects will be designed according to the City of Bentonville design criteria per Stormwater Management and Drainage

Manual. In the event that a building or street cannot be adequately protected to meet criteria or it is determined to be not cost-effective to do so, ENGINEER will meet with the Client to discuss the location and design alternatives available. For those areas not meeting City of Bentonville criteria, the Client will provide a waiver of the criteria requirements.

SCOPE OF SERVICES

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

Phase 100 – Project Management

Task 101: **Project Management** – The ENGINEER Project Manager (PM) will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of the project team and sub-consultants, and provide regular progress reports with invoices.

The ENGINEER PM will coordinate their design with other City departments, outside agencies and/or other consultants that are involved with this project or adjacent projects.

The ENGINEER PM will be responsible for preparing a Project Management Plan, Quality Control Plan, and maintaining a web-based document management system utilizing Smartsheet (or other approved software) and will provide access to the City. ENGINEER and City Project Managers will work together to determine content and file structure.

ENGINEER will create and maintain a decision log matrix to track and document significant decisions and how they were reached.

Phase 200 – Project Meetings

Task 201: **Kick-Off Meeting** – Once notice to proceed has been received, the ENGINEER will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the ENGINEER shall be responsible for notification to attendees.

Task 202: **Review Meetings** – ENGINEER will schedule and attend review meetings to receive the City's review comments from the 30%, 60%, and 90% submittals. (3 meetings)

Task 203: **Monthly Progress Meetings** – ENGINEER will provide monthly progress updates to the client to review progress, and to discuss any questions or issues that arise during the design. Progress updates may be by telephone or email or in-person meetings. Six (6) virtual meetings are included in this scope.

Task 204: **Additional Meetings** – ENGINEER will attend and present at additional meetings as follows:

- Pre-Application Meeting – The ENGINEER will attend with the City a pre-application meeting.
- City Council Meeting – The ENGINEER will attend with City staff a City Council meeting during the Final Design Phase of the project.

Phase 300 – Public Engagement

Task 301: **Stakeholder Database** – ENGINEER will develop and manage a database of project stakeholders to include residents, property owners, organizations, agencies, City staff and officials, project team members and other parties who may be interested in or impacted by the project. Management of the database will include tracking meeting attendance, comments, responses, and contacts (phone calls, emails, etc.) made by the individual and ENGINEER. This same database will be utilized during the right-of-way and easement acquisition process to track appraisals and negotiations as they occur. (Work effort for this Task is included under Task 1301)

Task 302: **Stakeholder Notification** – ENGINEER will notify adjacent property owners that survey crews will be in the area prior to the commencement of field surveys. Notification will be via mailed letters. Surveyors, geotechnical staff, and other field personnel will be provided postcards containing project name, project area and contact information to provide to individuals when asked questions during the field operations. It is assumed that formal "Right-of Entry" documents are not required. (Work effort for this Task is included under Task 1301)

Task 303: **Project Presentations** – No separate project web site is required. ENGINEER will prepare pre-recorded videos or narrated presentations describing the project, current project status, and project schedule for posting on the City's web site. Preparation of two videos/power points are included in this scope: one at the completion of Preliminary Design (60%) and one at completion of Final Design (100%). The Final Design video/power point will also be utilized for the City Council meeting described in Task 204.

Task 304 **Public Meetings** – No public meetings are included in this scope.

Phase 400 – Utility Coordination

Task 401: **Utility Review Meeting/Coordination (1 Meeting)** – The ENGINEER shall distribute the plans to public and private utility companies for verification of ownership, type, size, and location of their facilities. Time will be included for coordination via the phone and one (1) utility coordination meeting.

- Plans will be submitted to the utility companies at 30% to verify the location of their existing facilities as shown on the plans.
- Plans will be submitted to the utility companies at 60% to allow them to identify potential conflicts with the proposed design and to begin planning for any required relocations or adjustments. A utility coordination meeting will be conducted as part of the 60% review.
- Plans will be submitted to the utility companies at 90% to finalize coordination of any required relocations and adjustments.
- Additional coordination via telephone with individual utility companies will be provided, as necessary.
- Potholing to verify location at key utility crossings may be required. For this project we have included potholing at 5 locations.

Phase 500 – Survey Services

Task 501: **Topographic Survey** – The ENGINEER will perform the necessary topographic surveys which will include existing items such as above ground utilities, trees, road

centerline, intersecting streets, drives, cross-sections and profiles necessary to design and construct the project. The topographic survey will be performed using electronic 'Total Station' and/or GPS equipment technology.

Natural topographic features and man-made features will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. Topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.

The limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information for slope tie-ins. The survey limits will extend 300 feet beyond the end of the project limits. The topographic survey will extend along intersecting streets a minimum distance of 100 feet and will be at least 100 feet in width. Channel meanders will be identified and surveyed along their flowlines for 300 feet from roadway centerline including stream cross sections up and down stream to confirm the hydraulic modeling. The survey limits are defined on the project location map.

Task 502: **Base Map Preparation** – ENGINEER will create the base map using the above topographic survey data. Drawings will be provided in AutoCAD format. The Base Maps will include all topographic information, existing underground and aerial utilities, existing right-of-way lines, lot lines, and property lines.

Task 503: **Control and Land Corners** – The ENGINEER shall provide a list of horizontal control points with coordinates and descriptions. Horizontal control will be referenced to the Arkansas Coordinate System 1983, North Zone. Vertical control will be referenced to NAVD 88.

Horizontal and vertical control will be established using the National Geodetic Survey (NGS) Online Position User Service (OPUS) or from local city monuments, if available.

The ENGINEER will survey section and/or property corners to create the base maps right-of-way drawings.

Bench levels will be run by direct leveling methods, (no "side shots" will be permitted). Levels will close within an allowable error of five-hundredths (0.05) of a foot times the square root of the length of the level loop in miles. The ENGINEER will run a closed level circuit, establishing intermediate benchmarks along the project and on intersecting streets beyond the limits of the project. This level circuit will be tied to NAVD 88.

Task 504: **Utility Locates** – Arkansas One Call will be contacted, and utilities will be drawn from surveying above ground features and will include markings by utility companies resulting from the locate request. Any information supplied by utility companies will also be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The ENGINEER will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

Task 505: **Staking of ROW and Easements** – The ENGINEER, during the ROW Acquisition Phase, will stake the location of the existing and new ROW and new Easement

locations to assist the property owner in visualizing the acquisition lines. Staking will consist of lathe with colored flagging.

Phase 600 – Geotechnical Exploration

Task 601: Field Exploration

ENGINEER to contact Arkansas One Call System to locate underground utilities.

ENGINEER will use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:

- Two (2) soil test borings to a depth of 15 feet each

The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a maximum drilling footage of 30 linear feet.

- Split spoon and/or thin-walled tube samples will be collected from the soil test borings.
- We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.
- After obtaining groundwater level readings, we will backfill the borings with soil cuttings.

Task 602: **Laboratory Services** – At our laboratory, unconfined compressive strength, moisture content, and in-place unit weight tests will be performed on representative portions of selected thin-walled tube samples. Moisture content tests will be performed on all samples. Atterberg limits tests will also be performed upon representative samples of typical subsurface conditions encountered across this site.

Task 603: **Letter Report** – A letter report will be prepared under the direction of a registered professional engineer based on the findings of the field programs. The report will include a boring location plan, computer-generated boring logs, and a description of the subsurface conditions encountered at the site.

Task 604: **Evaluation and Geotechnical Design Services – NOT INCLUDED IN THIS SCOPE**

Phase 700 – Environmental Documentation

Task 701: **Desktop Environmental Review** – ENGINEER will review the project for cultural, wetlands and stream, and threatened and endangered species. The review will use desktop resources publicly available or provided by the city. A memo will be provided that summarizes the results of the cultural resources, threatened and endangered species and wetland and stream review.

Cultural Resources Review – ENGINEER will review the national register of historic places to determine potential cultural resources near the project. Should a federal nexus (e.g., nationwide permit) occur, the project will be sent to the SHPO for review.

Threatened and Endangered Species Evaluation – ENGINEER will evaluate the site for any potential issues associated with threatened and endangered (T&E) species. The T&E species evaluation will include a desktop review of threatened and endangered species, which will include using the U.S. Fish and Wildlife Service

(USFWS) approved online Information for Planning and Conservation (IPaC) service to analyze the property for the likely presence of federally listed species or T&E species critical habitat.

Wetland and Stream Desktop Review - The wetland delineation and stream assessment consist of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery. The wetland and stream desktop review will determine if a field delineation is needed.

Task 702 **Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation** – ENGINEER will complete a wetland delineation and stream assessment of the project in northwest Arkansas. ENGINEER will follow the methods described in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont (Version 2.0) (April 2012).

- **Site Visit.** Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. identified during the desktop review. The site visit will be conducted by traversing the project study area to identify wetland characteristics including; hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland, streams, and/or other waters of the U.S. boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Eastern Mountains and Piedmont Region data forms will be filled out. Photographs documenting site conditions, including wetlands, streams, and other waters of the U.S., will be taken. Agricultural areas require additional sample points primarily to document soil conditions. Transects will be developed through areas of potential farmed wetlands.
- **Report.** Upon completion of the site visit a report documenting the findings of the wetland delineation and stream assessment will be prepared detailing the presence or absence of wetlands, streams, and other waters of the U.S. within the project study area. The wetland delineation and stream assessment report will include a narrative of how the wetland delineation and stream assessment was conducted and a summary of the results of the wetland delineation and stream assessment. Figures documenting information gathered during the desktop review and figures showing wetland, streams, and other waters of the U.S. boundaries, sample point locations, and photo point locations will be included. The report will also include a description of ENGINEER's opinion of whether the wetlands, streams, and other waters of the U.S. are jurisdictional.

Task 703 **Cultural Resources Field Study – NOT INCLUDED IN THIS SCOPE**

Task 704 **Nationwide Permit – See Task 1206**

Phase 800 – Traffic Studies – NOT INCLUDED IN THIS SCOPE

Phase 900 – Alternative Analysis – NOT INCLUDED IN THIS SCOPE

Phase 1000 – Concept Design (30% plans)

Task 1001: **Hydrologic and Hydraulic Modeling** – ENGINEER will develop a hydrology and hydraulic model to analyze existing (if needed) and proposed storm sewer and proposed detention basin layouts. ENGINEER will use rational or NRCS curve number method to determine peak flows for the 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year return frequencies. Conceptual storm sewer and detention basin layout will seek to minimize conflict with existing utilities while considering cost effectiveness and design criteria defined in the project kickoff. It is anticipated that one concept will be presented for discussion to the Client. Presentation will include conceptual level plan and profile exhibits for the recommended storm sewer and detention basin layout.

Task 1002: **Concept Design Alternatives (Optional):** The ENGINEER will evaluate three conceptual design alternatives for storm sewer and detention basin layout. ENGINEER will provide to the Client exhibits with hydrology and hydraulic results for each alternative.

Phase 1100 – Preliminary and Right-of-Way Design (60% Plans)

Task 1101: **Preliminary Plans** – This task will be to take the approved concept alternative to 60% complete. The preliminary plans with this project will include detailed storm system profiles, channel grading, and other special grading or considerations that could affect right-of-way or easements. The plans will include location of proposed right-of-way and easements and will be used for utility coordination.

The preliminary plans will include:

- Title Sheet
- General Notes Sheet
- Survey control and alignment sheet
- Typical sections
- Special Grading Plans (if required)
- Drainage Area Map
- Storm Sewer System Plan and Profiles
- Landscaping Preliminary Plans if needed

Task 1102: **Structural Design** – The goal of this task is to provide a custom drainage structure that regulates flow out of the detention pond.

The following structural design tasks are anticipated for the preparation of preliminary designs.

- Layout drainage structure in detention pond.
- Prepare opinion of probable cost and show location in general plan.

Task 1103: **Construction Phasing and Traffic Control** – ENGINEER will develop a construction phasing plan to ensure general constructability and provide MUTCD typical applications for guidance. The Contractor will be expected to provide detailed traffic control plan if required by the City.

Task 1104: **Landscape Design** – The ENGINEER will assist the design team with the shape of the detention basin and proposed rerouting of dirt trails to achieve a balance between the maximum storage for storm drainage and the

preservation/enhancement of naturalized borders. It is understood there may be up to three (3) drainage basin concept layouts. *Scope does not include the design or specifications for a landscape lighting plan or an irrigation plan. ENGINEER shall coordinate with the project Design Team to locate landscape lighting (if any) but has assumed a separate consultant will provide design and specifications for this scope of work. Furthermore, ENGINEER shall only provide irrigation design by performance specification. Renderings have been excluded but may be provided as noted within additional services.*

- ENGINEER will meet with Client once during preliminary design.

Task 1105: **Rendering Planning** – The ENGINEER will prepare two (2) 3D rendering views for Client. The model and rendering shall be developed in the following process:

Rendering Development:
ENGINEER and the Client shall determine the preferred rendering views. Based on the selected views, ENGINEER will develop a 3D model using SketchUp and Lumion. Labeling of select views will be done in Adobe InDesign.

The model will include two views, the first (#1) view will highlight key aspects of the project site, including the pond and berm areas. The second (#2) view will be a plan view, showing the full project site and proposed improvements. The 3D model shall be comprised of a flat plain with aerial imagery. Within the site, few key topographic features will be articulated in 3D. Buildings adjacent to the project site will be represented as simple masses, void of any specific details. Areas adjacent to the project site, and visible within the selected views shall have tree massing articulated in 3D with all other vegetation detail provided by an aerial image.

The second (#2) view will feature labels of key site and map features, determined by the Client and ENGINEER.

ENGINEER will host one (1) web-based conference call with the Client to review and evaluate the two (2) draft rendering views.

Rendering Refinement:
Based on feedback from the Client review meeting, ENGINEER will prepare two (2) refined rendering views.

ENGINEER will host one (1) web-based conference call with the Client to review the refined rendering view and labeling. As required, ENGINEER will prepare one (1) minor revision to each rendering view following the meeting and prepare two (2) final rendering views.

Meetings: Olsson shall host up to two (2) web-based conference call with the Client to review the draft and refined rendering views.

Work Products: Two (2) draft rendering views; two (2) refined rendering views; and two (2) final rendering views as required.

OPTIONAL ADDITIONAL SERVICES
If requested by Client, ENGINEER shall generate additional rendering, or video alternatives or refinements.

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

Task 1106: **Hydrologic and Hydraulic Modeling** – ENGINEER will incorporate feedback from client during 30% plans into layout of storm sewer and detention basin and further refine hydrology and hydraulic models. Engineer will prepare preliminary storm sewer layout sizing, drainage map and profiles for the street storm sewer and detention basin for inclusion in the 60% plans.

Task 1107: **Design Memorandum** – ENGINEER, as part of the 60% submittal will prepare a design memorandum outlining the design criteria and exhibit for the projects and submit for agreement by the City's Project Manager.

Task 1108: **FEMA Conditional Letter of Map Revision (CLOMR)** – Constructing a detention basin in a designated floodplain and floodway will require the approval of a CLOMR prior to construction. ENGINEER will start the following steps to complete the CLOMR during Preliminary plans.

- Complete and submit an engineering data request to FEMA requesting the effective hydraulic model for Little Osage Creek Tributary II. This scope does not include developing a model from scratch.
- Update hydrologic model for Little Osage Creek Tributary II based on proposed detention basin.
- Prepare and submit CLOMR to FEMA for acceptance of new proposed base flood elevations. Includes topographic work map exhibits, annotated FIRM map, and revised FIS profiles.
- Coordinate with FEMA reviewer so satisfy comments. Prepare draft community notification letters after completion of first FEMA review.

NOTE: The constructed detention basin will reduce flowrates in Little Osage Creek Tributary II. The result of the revision will generally be a reduction in flood elevations. However, due to inaccuracies in the existing maps, the revision may cause localized widening and/or localized increases in the base flood. ENGINEER does not guarantee that the revised base flood elevation will be below lowest adjacent grades of structures.

Task 1109: **Right-of-Way/Easement Descriptions** – The ENGINEER will contract with a local abstractor/title company to provide an Ownership and Encumbrance Title Report (O & Es) for use in determining ownership of parcels adjoining the project. Right-of-Way (ROW), Temporary Construction Easements (TCE), and Permanent Drainage/Utility Easement (PDE) descriptions plus exhibits will be prepared for this project. The descriptions and accompanying exhibits will be provided to the City in electronic format on forms provided by the City. Assumed for this project are:

- 3 number of parcels
- 0 New ROW descriptions and exhibits
- 3 PDE descriptions and exhibits
- 0 TCE descriptions and exhibits
- Note that the property owner research and Title work is included under Task 1302.

Task 1110: **Opinion of Probable Cost:** The ENGINEER shall prepare an updated total project opinion of probable cost including engineering, right-of-way, construction, and construction engineering on appropriate forms

Phase 1200 – Final Design Phase (90 and 100 Percent Plans)

Task 1201: **Final Design and Construction Specification Manual** – Continuing with the completed and approved preliminary (60%) construction plans, final construction documents will be developed and submitted to the client for review and comments. After review by Client, ENGINEER will revise final plans and specifications and submit an electronic set of bid documents.

ENGINEER will submit Specifications and Special Provisions with this submittal. Scope assumes the specification front end documents and construction contract documents are provided by the City.

Final design plans will include the following sheets and information:

- Cover sheet and location map
- General notes and summary of quantities
- Survey reference and existing and proposed easement limits. Property line and ownership information
- Typical sections
- Surface drainage design
- Plan and profiles
- Cross sections (if needed)
- Grading plans
- Traffic control plan
- Erosion and sediment control plan
- Details

Task 1202: **Structural Design –**

- Incorporate review comments from preliminary plan submittal
- Design top and bottom slabs and walls.
- Prepare & Submit Final Structure Cost Estimate
- Conduct Quality Control Review
- Prepare & Submit Drainage Structure Plans (2 Sheets)
    1. General Plan & Elevations
    2. Typical Sections & General Notes

Task 1203: **Construction Phasing and Traffic Control** – ENGINEER will develop a construction phasing plan to ensure general constructability and provide MUTCD typical applications for guidance. The Contractor will be expected to provide detailed traffic control plan if required by the City.

Task 1204: **Landscaping Design** – Once a final layout is chosen, ENGINEER will prepare a planting plan utilizing native trees and shrubs around the periphery of the basin and adjacent disturbed area. Photos of proposed plant material will be provided to assist the client in visualizing the final product and explaining such to the property owner. The planting plan shall include construction details, quantity, location, size and

species of proposed plant materials. The plan will also depict the existing trees that will be preserved or removed as well as details for tree protection measures.

- ENGINEER will meet with Client once during Final design.

Task 1205: **Hydrologic and Hydraulic Modeling** – ENGINEER will update hydrology and hydraulic models with any revisions to 60% plans.

Task 1206: **Permits** – The ENGINEER shall prepare and submit on behalf of the Client the following permits, agreements, certifications, and forms.

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

Task 1207: **Opinion of Probable Cost:** The ENGINEER shall prepare an updated opinion of probable construction cost based on the proposed improvements.

Phase 1300 – Right-of-Way Acquisition

The ENGINEER will conduct Right-of-Way and Easement Acquisition services as described below. For this project we have assumed 3 parcels.

Task 1301: **Right of Entry** – Obtain verbal or written right of entry from impacted landowners for various field work associated with the project. The database and notification work per Task 301 and 302 is included under this Task 1301.

Task 1302: **Ownership Research/Title Research** – ENGINEER shall complete initial research to identify impacted landowners and shall coordinate through a title company to obtain title reports and/or commitments as needed to support survey work and acquisition closings.

Task 1303: **Appraisal** – ENGINEER shall sub-consultant appraisal services through one or more appraisal firms. Independent appraisal reviews by a secondary appraiser are not contemplated in this work.

Task 1304: **Negotiation** – ENGINEER shall make initial offers to impacted landowners based upon the ROW and Easement descriptions, associated exhibits, plans, and appraised values, and negotiate settlements where necessary.

Task 1305: **Agreement preparation and closings** – ENGINEER shall prepare option or purchase agreements and associated deeds based upon the City's standard forms. ENGINEER shall coordinate closings through a title company.

Task 1306: **Matrices and Call Logs** - ENGINEER shall update and maintain matrices and call logs to track acquisition progress and make that information available to the City through Smartsheet.

Phase 1400 – Bidding Phase

Task 1401: **Bidding –**

- Advertise for and obtain bids for the proposed work
- Answer Requests for Information (RFIs)
- Prepare Addenda
- Attend Bid Opening

Phase 1500 – Construction Phase Services

Construction Phase Services – The scope of this work includes the pre-construction preparation, construction staking, observation and administration, materials testing, post-construction documentation and project closeout for the project. The estimated fee is based on 180 calendar days.

Task 1501: **Construction Staking (one time)**

- Stake survey control points for general contractors use (one time).
- Stake Right-of-Way
- Stake Temporary Construction Easements
- Stake storm water structures
- Stake driveway and street saw cuts for demolition
- Stake waterline and fire hydrants
- Stake sidewalks and ADA ramps
- Stake curb and gutter
- Stake driveways

Task 1502: **Construction Administration**

- Assist the City in planning and conducting a pre-construction meeting
- Perform review of shop drawings and materials submittals and issue back to contractor.
- ENGINEER shall check shop drawings (non-irrigation) submitted by the Contractor *This excludes review of shop drawings submitted by the Contractor for the contractor supplied irrigation plan and products.*
- Provide professional review and coordination throughout construction, including periodic attendance at progress meetings, schedule reviews, dealing with contractor

and utility issues, issuance of field orders, work change directives, and change orders, and review and approval of contractor's pay applications.

- Receive contractor requests for interpretation or clarification on the intent of the contract specifications during construction and issue responses as required. Coordinate with the City, the communication of such responses to the prime contractor.
- Determine whether or not the contractor is generally adhering to the specifications and plan documents, and schedule through on-going observations.
- Report to City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with the contract documents.
- Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
- Provide review of final documentation including the final pay estimate, final change order and punch list review.
- Provide Record Drawings based on plan markups provided by the contractor.

Task 1503: Landscaping Construction Services

Landscape construction coordination and RFI

- Answer questions related to items designed by ENGINEER as they arise during construction.
- ENGINEER shall issue such additional instructions to the Contractor as may be necessary to interpret the approved plans and specifications or to illustrate changes required in the Contractor's work. The ENGINEER shall not have control over construction means, methods, techniques, procedures, or safety. These are solely the responsibility of the Contractor.
    - ENGINEER shall check shop drawings (non-irrigation) submitted by the Contractor *This excludes review of shop drawings submitted by the Contractor for the contractor supplied irrigation plan and products*.
    - ENGINEER will provide one (1) site visit during the course of construction.

Task 1504: Construction Observation and Materials Testing

- Construction Observer(s) to review plans and construction documents and set up appropriate field documentation books.
- Perform full and part-time construction observation and document the work in progress.
- Compile a daily diary that documents weather conditions, contractor(s) construction activity, contractor's personnel, equipment utilized, and discovered irregularities in the materials used or quality of work performed.
- Determine the contractor's compliance with the contract and specifications and reject work and/or materials that are not in compliance.
- Provide observation and documentation of the project traffic control and detour signage and communicate deficiencies to the contractor.
- Provide construction materials testing and reporting in accordance with the testing frequencies outlined in Article 800 of the City's Minimum Standard Specifications for Streets and the Arkansas Department of Transportation LPA manual, including concrete air, slump and cylinders; soil and base rock proctors and Atterberg limits; aggregate gradations and deleterious substances; soil density testing; aggregate base rock density testing; storm sewer trenches; asphaltic concrete density testing by nuclear gauge; and asphalt content of hot mix asphalt.

Task 1505: Project Closeout

- Certification of Project – ENGINEER shall provide a certification that the project has been constructed in accordance with the Record Drawings.

- As-built survey – ENGINEER will conduct a survey of the completed project to verify the as-built condition. The survey will include roadway centerline, all storm drainage related elements such as top and inverts of drainage structures, verification of culvert dimensions and pipe diameters, top of any berms and any detention basins. Curbs, sidewalks, multi-use paths, driveway and other roadway elements will not be surveyed unless a design change was made during construction.

- Record Drawings – ENGINEER will prepare record drawings reflecting information gathered during the as-built survey and from markups provided by the contractor.

Task 1506: Letter of Map Revision

- ENGINEER will submit Letter of Map Revision to FEMA.

DELIVERABLES:

- Project Management Plan & Quality Management Plan
- Meeting notes
- Design Memorandum
- Electronic plan submittals for concept, preliminary and final designs
- Opinions of probable construction costs with each submittal
- Contract documents and specifications for the final design submittal
- Two recorded presentations
- Geotechnical Report
- Environmental Review Memo
- Signed option or purchase agreement and/or final signed conveyance deed
- Appraisal report for each acquisition
- Final Call Log and Matrix
- Title policies (if applicable)
- Construction Reports
- Record Drawings

ASSUMPTIONS:

We have made assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- Plans will be completed for one bid package. Splitting the plans into multiple plan sets would require a contract amendment.
- All permit and mitigation fees will be expensed by the Client including CLOMR and LOMR.
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities. If City owned waterline and sanitary sewer relocation design is needed, a contract amendment for those services will be needed.

- Geotechnical boring locations are easily accessible from the existing roadway. Costs related to mud-matting and clearing operations to achieve access are the responsibility of the Client.
- The field check can be completed while mobilized for the other projects. No special trip will be required.
- Manhole, steps, collars, and riser details can utilize APWA or City standards.
- The Bills of Reinforcing for drainage or transition structures will be prepared by the Contractor for review and approval by the Engineer prior to construction. Reinforcing will be made subsidiary to the structural concrete bid items.
- Standard curb or area inlets will be utilized. No special details will be required.
- ROW Acquisition fees are estimated on a per parcel basis.
- Construction testing, inspection, observation and management does not include relocations for private utilities (gas, communications, etc) and utility relocations prior to the selected contractors notice to proceed.
- ENGINEER shall attend up to two (2) in-person meetings per owner for ROW negotiations/acquisitions.
- Assumes one appraisal for each acquisition.
- Assumes that each acquisition will be staked and will close through a title company.
- No Phase I environmental due diligence for acquisitions
- Assumes that negotiations to acquire property will begin at completion of the 60% design plans.
- Assumes that there are no total acquisitions or relocations.
- ENGINEER is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. ENGINEER's sole obligation is to report its observation, inspection and test results to Client as provided herein. The above Scope of Work was prepared without the anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors for the project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out-of-scope services. ENGINEER will notify the City if construction testing frequencies and site visits are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services.
- The estimated hourly fee shown for construction staking is an estimate based on one-time staking of each of the specified elements. The City understands that the Contractor may or may not request all the items contained in this estimate. Additionally, there may be items not shown in this estimate that the Contractor may request ENGINEER to stake. Re-staking or additional staking beyond that estimated shall be considered additional services and will be billed hourly.
- Observation is estimated at approximately part-time and assume that that at least two projects are under construction during the same period. Days are estimated at 5-hour days and includes travel time. Field testing is estimated at 2-hours per day including travel time. Time required beyond the estimated days may require a contract amendment. Labor for lab testing is included in the unit price for the test.
- Fees are an estimate of the actual work necessary to complete the work and Olsson can shift funds between contract phases and tasks as necessary to complete the work. Fees cannot be shifted to a future phase until the current phase has been submitted and accepted by the City.
- Other assumptions identified within the scope of services.

EXCLUSIONS: Exclusions include, but are not limited to, the following:

- Concrete jointing plan

- Pedestrian detour plans
- Detailed Construction Traffic Control or Phasing Plans
- Retaining wall design
- Water quality design
- Environmental investigation, permitting beyond those noted in the scope including:
    - Individual Section 404 Permit Application
    - Additional Site Visits with the US Army Corps
    - Agency or Client Meetings, Other Than Phone Call Discussions
    - Changes in Project Design or Location Requiring Changes to the Report
    - Migratory Bird Treaty Act Nesting Surveys
    - Bald and Golden Eagle Nest Surveys
    - Agency Requested Threatened and Endangered Species-Specific Survey
    - Further coordination with USFWS and any further assessments.
    - Agency Requested Historic or Cultural Resource Surveys
    - Wetland Mitigation Services beyond those indicated in the scope of services
    - Noise Studies
    - Archaeological surveys
- Environmental Assessment
- Environmental Impact Statement
- Bills of Reinforcing for drainage structures
- Design of Seal Courses/Dewatering
- Design of temporary shoring
- Additional coordination, revisions, refinements, or renderings at Client's request.
- Design of any items not specifically included in the Scope of Services above.
- Project delays, extensions, and additional scope will be considered additional services and are not included in the agreement.
- Interior views from building.
- Night/Site Illumination.
- Detailed full site topography.
- 3D videos.
- Post-production photo-shopping.
- Any services not specifically detailed in the scope.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
   a. Record date of receipt of Shop Drawings and samples.
   b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
   c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
   a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
   b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
   c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
   a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
   b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
   a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
   b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
   c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
   d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
    b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

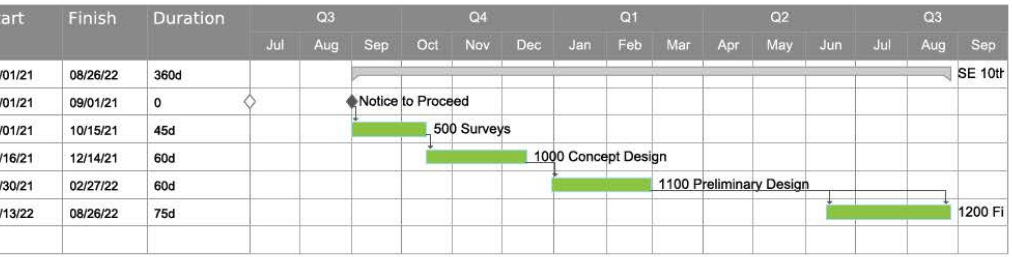
Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SE 10th & C

ROW Acquisition, Utility Relocation, and Construction not shown on schedule. ROW Acquisition and Utility Relocation may impact schedule.

	Task Name	Start	Finish	Duration
1	SE 10th & C	09/01/21	08/26/22	360d
2	Notice to Proceed	09/01/21	09/01/21	0
3	500 Surveys	09/01/21	10/15/21	45d
4	1000 Concept Design	10/16/21	12/14/21	60d
5	1100 Preliminary Design	12/30/21	02/27/22	60d
6	1200 Final Design	06/13/22	08/26/22	75d
7				



BENTONVILLE - SE 10TH STREET AND C STREET - APPENDIX C

Thursday, June 10, 2021

FEE SUMMARY BY EMPLOYEE CLASSIFICATION

Personnel		Total Hr.	2021 $ Per Hr.	Labor Cost	Total Cost
Principal / Senior Project Manger	PRIN/SPM	0	$274.00	$0	$0.00
Project Manager / ROW Manager	PM/RWM	4	$217.00	$868	$868.00
Senior Manager	SM	144	$203.00	$29,232	$29,232.00
Technical Manager 2	TM2	7	$193.00	$1,351	$1,351.00
Technical Manager 1	TM1	160	$182.00	$29,120	$29,120.00
Senior Engineer 2	SE2	150	$158.00	$23,700	$23,700.00
Senior Engineer 1	SE1	0	$147.00	$0	$0.00
Project Engineer / Designer / Const Manager	PE/DES/CM	474	$131.00	$62,094	$62,094.00
Engineer 3 / Senior Technician	E3 / SR TECH	618	$119.00	$73,542	$73,542.00
Engineer 2 / Public Professional / Project Scientist	E2/PP/PS	40	$108.00	$4,320	$4,320.00
Engineer 1 (Assistant Engineers)	E1	34	$100.00	$3,400	$3,400.00
Technician / Public Assitant	TECH/PA	500	$67.00	$33,500	$33,500.00
Survey Manager	SURM	0	$154.00	$0	$0.00
Senior Surveyor	SS	29	$122.00	$3,538	$3,538.00
Survey Technician	ST	28	$86.00	$2,408	$2,408.00
2 man Survey Crew	SC2	262	$165.00	$43,230	$43,230.00
Senior Constr Observer / Resident Project Representative	SO/RPR	758	$90.00	$68,220	$68,220.00
Admin	ADMIN	0	$97.00	$0	$0.00
Geotech Engineer	GE	0	$135.00	$0	$0.00
Sr Geotech Engineer	SGE	0	$210.00	$0	$0.00
Geotech Technician /Constr Observer	GT/CO	0	$90.00	$0	$0.00
Total Labor		3208			**$378,523.00**
Total Expenses					**$55,239.40**
Labor Adjustment for Work Performed in Future Years (3% increase for work in 2022) 2022 work includes 50% of PM, Meetings and Preliminary Design; 100% of Public Engagement, Final Design, ROW Acqusition, Bidding and Construction Phase Services.					**$9,553.05**
TOTAL NOT TO EXCEED FEE		**3208**		**$378,523**	**$443,315.45**

Note: Rates shown are for estimating purposes only; actual billing rate is based on the rate for each individual employee and the attached billing rate scheule. Fees for individual phases or tasks may exceed the subtotals shown but total fees shall not exceed the total fee shown.

Thursday, June 10, 2021

APPENDIX C - EXPENSE SUMMARY					
Expenses	**Quantity**		**$ Ea.**		**Cost**
Design					
Travel, mile (car)	840	MILES	$0.54		$449.40
Hotel/Lodging	4	PER NIGHT	$125.00		$500.00
Meals	4	EA.	$25.00		$100.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)	0.25	LS	$800.00		$200.00
Subconsultant - Potholing	5	EA.	$1,000.00		$5,000.00
CLOMR and LOMR Fees	2	EA.	$8,500.00		$17,000.00
Survey					
Design Surveys					
Travel, mile (survey)	600	MILES	$0.75		$450.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA.	$25.00		$0.00
Utility Locations	8	PER HOUR	$75.00		$600.00
Miscellaneous Expenses (Lath, hubs, materials, etc.)	1	LS	$250.00		$250.00
Construction Surveys					
Travel, mile (survey)	320	MILES	$0.75		$240.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA.	$25.00		$0.00
Miscellaneous Expenses (Lath, hubs, materials, etc.)	1	LS	$250.00		$250.00
Geotech for Design					
Hotel/Lodging/Meals - 2 man crew	0	PER NIGHT	$350.00		$0.00
Mobilization	1	LS	$1,000.00		$1,000.00
Travel, Drill Rig	0	MILES	$2.25		$0.00
Travel, Support Truck	0	Miles	$0.80		$0.00
Traffic Control Permit	0	EA.	$500.00		$0.00
Traffic Control	0	Day	$2,000.00		$0.00
Drilling, Straight auger 0-25'	30	Foot	$20.00		$600.00
Drilling, Straight auger 26-50'	0	Foot	$22.00		$0.00
Sampling, 0-25'	8	EA.	$21.00		$168.00
Sampling, 26-50'	0	EA.	$24.00		$0.00
Wireline Rock Coring	0	Foot	$55.00		$0.00
Pavement Cores	0	EA.	$75.00		$0.00
Pavement Patches	0	EA.	$55.00		$0.00
Lab Testing					
Unconfined Compressive Strength - Soils	2	EA.	$55.00		$110.00
Dry Density	2	EA.	$28.00		$56.00
Moisture Content	4	EA.	$20.00		$80.00
Rock Core Breaks	0	EA.	$70.00		$0.00
Atterberg Limits	2	EA.	$95.00		$190.00
CBR	0	EA.	$620.00		$0.00
Acqusitions					
Travel, mile (car)		MILES	$0.54		$0.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA.	$25.00		$0.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)		LS	$1,000.00		$0.00
Sub Consultant - Appraisals	3	EA.	$4,000.00		$12,000.00
Title Work	3	EA.	$1,000.00		$3,000.00
Construction Observation and Testing					
Travel, mile (car)	5600	MILES	$0.54		$2,996.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA.	$25.00		$0.00
Mobilization		LS	$1,000.00		$0.00
Lab Testing	1	LS	$10,000		$10,000.00
Observation Trip Charge		EA.	$120.00		$0.00
Standard Proctor Tests		EA.	$165.00		$0.00
Atterberg Limit Tests		EA.	$90.00		$0.00
Sieve Analysis Tests		EA.	$60.00		$0.00
Concrete Compression Testing (Cylinders)		EA.	$19.00		$0.00
ASTM D6925-Prep & Density of Superpave Gyratory Comp Spec		EA.	$290.00		$0.00
ASTM D2041-Theoretical Max Specific Gravity (RICE)		EA.	$180.00		$0.00
ASTM D6307- Asphalt Content by Ignition Method		EA.	$175.00		$0.00
ASTM D6995-VMA in Compacted Paving Mix		EA.	$30.00		$0.00
ASTM D3203-Percent Air Voids in Compacted Paving Mix		EA.	$30.00		$0.00
SUBTOTALS					
Design					**$23,249.40**
Survey					**$1,790.00**
Geotech					**$2,204.00**
Acqusitions					**$15,000.00**
Construction					**$12,996.00**
TOTAL EXPENSES					**$55,239.40**

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - SE 10TH STREET & C STREET

	Hourly Billing Rate ---->>>	$274.00	$217.00	$203.00	$193.00	$102.00	$159.00	$147.00	$131.00	$119.00	$109.00	$100.00	$87.00	$154.00	$122.00	$96.00	$165.00	$90.00	$97.00	$135.00	$210.00	$90.00			
	Thursday, June 10, 2021																								
Task No.	**Description of Work Items / Tasks**	**PRIN/SPM**	**PM/RW/M**	**SM**	**TM2**	**TM1**	**SE2**	**SE1**	**PE/DES/CM**	**E3 / SR TECH**	**E2/PP/PS**	**E1**	**TECH/PA**	**SURM**	**SS**	**ST**	**SC2**	**SQ/RPR**	**ADMIN**	**GE**	**SGE**	**GT/CO**	**Total Manhours**	**Total Labor Fee**	**Subtotal**
100	**PROJECT MANAGEMENT**																								
101	Project Management			45					15														60	$11,100	**$11,100.00**
		0	0	45	0	0	0	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	60		**$11,100.00**
200	**MEETINGS**																								
201	Kickoff Meeting			8					8														16	$2,672	**$2,672.00**
202	Review Meetings [30, 60, and 90%]			12					12														24	$4,008	**$4,008.00**
203	Monthly Progress Meetings (6 virtual meetings)			12					12														24	$4,008	**$4,008.00**
204	Additional Meetings			16					16														32	$5,344	**$5,344.00**
		0	0	48	0	0	0	0	48	0	0	0	0	0	0	0	0	0	0	0	0	0	96		**$16,032.00**
300	**PUBLIC ENGAGEMENT**																								
301	Stakeholder Database - Included in Task 1301																						0	$0	**$0.00**
302	Stakeholder Notifications - Included under Task 1301																						0	$0	**$0.00**
303	Two Pre-recorded Videos or Narrated Powerpoint Presentations								14														14	$1,834	**$1,834.00**
		0	0	0	0	0	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	14		**$1,834.00**
400	**UTILITY COORDINATION**																								
401	Utility Review Meeting/Coordination (1 Meeting)			2		8			8														18	$2,810	**$2,910.00**
		0	0	2	0	8	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	18		**$2,910.00**
500	**SURVEYS**																								
501	Topographic Survey														16	16	80						112	$16,528	**$16,528.00**
502	Base Map Preparation														6	12							18	$1,764	**$1,764.00**
503	Control and Land Corners																12						12	$1,980	**$1,980.00**
504	Utility Locates														1		8						9	$1,442	**$1,442.00**
505	Staking of ROW and Easements														2		22						24	$3,874	**$3,874.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	25	28	122	0	0	0	0	0	175		**$25,566.00**
600	**GEOTECHNICAL**																								
601	Field Exploration								6														6	$786	**$786.00**
602	Laboratory Services								2														2	$282	**$282.00**
603	Letter Report								5														5	$655	**$655.00**
604	Evaluation and Geotechnical Design Services																								
		0	0	0	0	0	0	0	13	0	0	0	0	0	0	0	0	0	0	0	0	0	13		**$1,703.00**
700	**ENVIRONMENTAL**																								
701	Desktop Environmental Review										10												10	$1,090	**$1,090.00**
702	Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation										30												30	$3,240	**$3,240.00**
703	Cultural Resources Field Study																						0	$0	**$0.00**
704	Nationwide Permit																						0	$0	**$0.00**
		0	0	0	0	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0	0	40		**$4,320.00**
800	**TRAFFIC STUDIES**																						0	$0	**$0.00**
																							0	$0	**$0.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		**$0.00**
900	**ALTERNATIVE ANALYSIS**																								
																							0	$0	**$0.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		**$0.00**
1000	**CONCEPT DESIGN**																								
1001	Hydrologic and Hydraulic Modeling					8				40													48	$6,216	**$6,216.00**
1002	Concept Design Alternatives								48	8													56	$7,240	**$7,240.00**
		0	0	0	0	8	0	0	48	48	0	0	0	0	0	0	0	0	0	0	0	0	104		**$13,456.00**

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - SE 10TH STREET & C STREET

	Hourly Billing Rate ---->>>	$274.00	$217.00	$203.00	$193.00	$102.00	$159.00	$147.00	$131.00	$119.00	$108.00	$100.00	$87.00	$154.00	$122.00	$96.00	$165.00	$90.00	$87.00	$135.00	$210.00	$90.00			
	Thursday, June 10, 2021																								
Task No.	**Description of Work Items / Tasks**	**PRIN/SPM**	**PM/RWYM**	**SM**	**TM2**	**TM1**	**SE2**	**SE1**	**PE/DES/CM**	**E3 / SR TECH**	**E2/PP/PS**	**E1**	**TECH/PA**	**SURM**	**SS**	**ST**	**SC2**	**SO/RPR**	**ADMIN**	**GE**	**SGE**	**GT/CO**	**Total Manhours**	**Total Labor Fee**	**Subtotal**
1100	**PRELIMINARY DESIGN**																								
1101	Preliminary Plans					8			40	105													153	$19,191	**$19,191.00**
1102	Structural Design								3	4													7	$869	**$869.00**
1103	Construction Phasing & Traffic Control		2						2	4		4											12	$1,572	**$1,572.00**
1104	Landscaping Design						40																40	$6,320	**$6,320.00**
1105	Rendering Planning						65																65	$10,270	**$10,270.00**
1106	Hydrologic and Hydraulic Modeling					8				32													40	$5,264	**$5,264.00**
1107	Design Memorandum					2				16													18	$2,268	**$2,268.00**
1108	FEMA Conditional Letter of Map Revision					20			60	80													160	$21,020	**$21,020.00**
1109	ROW and Easement Descriptions (Assume 3)														2			8					10	$954	**$954.00**
1110	Opinion of Probable Cost		1						4	8													13	$1,693	**$1,693.00**
		0	3	0	0	38	105	0	109	249	0	4	0	0	2	0	0	8	0	0	0	0	518		**$69,431.00**
1200	**FINAL DESIGN**																								
1201	Final Plans and Construction Specification Manual					4			24	80													108	$13,392	**$13,392.00**
1202	Structural Design				6				16	25													47	$6,229	**$6,229.00**
1203	Construction Phasing & Traffic Control			1					2	2		2											7	$903	**$903.00**
1204	Landscaping Design						45																45	$7,110	**$7,110.00**
1205	Hydrologic and Hydraulic Modeling					8				12													18	$2,520	**$2,520.00**
1206	Permitting									66													66	$7,854	**$7,854.00**
1207	Opinion of Probable Cost		1						4	8													13	$1,693	**$1,693.00**
		0	1	1	6	10	45	0	46	193	0	2	0	0	0	0	0	0	0	0	0	0	304		**$39,701.00**
1300	**ROW ACQUISITION**																								
1301	ROW acquisition			4								2											6	$1,012	**$1,012.00**
1302	Ownerships			3																			3	$609	**$609.00**
1303	Appraisals			3																			3	$609	**$609.00**
1304	Negotiations			16								12											28	$4,448	**$4,448.00**
1305	Agreements and Closing			16								12											28	$4,448	**$4,448.00**
1306	Call Logs			4								2											6	$1,012	**$1,012.00**
		0	0	46	0	0	0	0	0	0	0	28	0	0	0	0	0	0	0	0	0	0	74		**$12,138.00**
1400	**BIDDING**																								
1401	Bidding Phase Services			2		4			25														31	$4,409	**$4,409.00**
		0	0	2	0	4	0	0	25	0	0	0	0	0	0	0	0	0	0	0	0	0	31		**$4,409.00**
1500	**CONSTRUCTION PHASE SERVICES**																								
1501	Staking														2		65						67	$10,969	**$10,969.00**
1502	Administration				1	40			40	8													89	$13,665	**$13,665.00**
1503	Landscaping Construction Services					16																	16	$2,912	**$2,912.00**
1504	Observation and Testing												500					750					1250	$101,000	**$101,000.00**
1505	Project Closeout					16			48	40							75						179	$26,335	**$26,335.00**
1506	FEMA Letter of Map Revision					20			60	80													160	$21,020	**$21,020.00**
		0	0	0	1	92	0	0	148	128	0	0	500	0	2	0	140	750	0	0	0	0	1761		**$175,901.00**
																							3208		
	Total Manhours	0	4	144	7	160	150	0	474	618	40	34	500	0	28	28	282	758	0	0	0	0	3,208	$378,523	**$378,523.00**	**$378,523.00**
	Total Labor	$0	$868	$29,232	$1,351	$29,120	$23,700	$0	$62,094	$73,542	$4,320	$3,400	$50,500	$0	$3,530	$2,408	$43,230	$68,220	$0	$0	$0	$0		$378,523	**$378,523.00**
	Total Expenses																								**$55,239.40**
	Labor Adjustment for Work performed in Future Years																								**$9,553.05**
	Total Not to Exceed Fee																								**$443,315.45**

olsson

LABOR RATE BILLING SCHEDULE 2021

LABOR RATES

Description	Range
Principal/Senior Professional.....	140 - 275
Project Manager.....	110 - 180
Project Professional.....	90 - 145
Assistant Professional.....	60 - 125
Designer.....	70 - 135
CAD Operator.....	40 - 100
Survey.....	50 - 140
Survey Crew.....	120 - 160
Construction Services.....	50 - 170
Administrative/Clerical.....	40 - 100

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

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

Classification	Cost
Automobiles (Personal Vehicle)	$0.56/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Updated for Year 2021

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH OLSSON INC., FOR ENGINEERING AND PROJECT SERVICES FOR SE 10TH AND C STREET.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Olsson Inc. for engineering and project services for SE 10th and C Street (MUNIS #21EN0016) in an amount of $443,315.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for SW 10th and F Street Collection. The cost of this contract will be $955,033.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$955,033.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Thursday, July 1, 2021

Re: PSA for SW 10th and F Street Collection (MUNIS# 21EN0025)

Project Description:

Replace pipes from SW 8th to SW 5th and enclose channel through park between SW E street & SW D Street, remove wooden bridge at park. This must hold the lowest elevation possible for the invert at the downstream connection and hold minimal slopes working upstream in order to convey the largest possible drainage area.

Olsson Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $955,033.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Olsson Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

MUNIS #21EN0025

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **SW 3RD AND B STREET, SW 10TH AND F ST COLLECTION, SW 6TH AND GLOVER ST LATERAL** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **OLSSON, INC.**, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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** Nine Hundred Fifty-Five Thousand, and Thirty-Three Dollars ($955,033), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**OLSSON, INC**
CITY	ENGINEER
	[redacted]
BY	BY
MAYOR	**TRANSPORTATION PRACTICE LEADER**
TITLE	TITLE
	JUNE 23, 2021
DATE SIGNED	DATE SIGNED
	[redacted]
	ENGINEER
	SR ENGINEER, WATER RESOURCES
	TITLE
	JUNE 23, 2021
	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

INSTALL ENCLOSED STORM SEWER COLLECTION. EXTEND FROM EXISTING CHURCH PARKING LOT AND CONVEY TO EXISTING CHANNEL IN GILMORE PARK.

EXTEND COLLECTION SYSTEM TO IMPROVE DRAINAGE IN EXISTING RESIDENTIAL AREA.

REPLACE PIPES FROM SW 8TH TO SW 5TH & ENCLOSE CHANNEL THRU PARK BETWEEN SW C STREET & SW D STREET, REMOVE WOODEN BRIDGE AT PARK. THIS MUST HOLD THE LOWEST ELEVATION POSSIBLE FOR THE INVERT AT THE DOWNSTREAM CONNECTION AND HOLD MINIMAL SLOPES WORKING UPSTREAM IN ORDER TO CONVEY THE LARGEST POSSIBLE DRAINAGE AREA.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.
- See Appendix C for detailed Scope of Services.

APPENDIX C – SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

SW 3rd & B/SW 6th & Glover Lateral/SW 10th & F Collection
CITY OF BENTONVILLE, ARKANSAS

SURVEYS, PRELIMINARY AND FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION PHASE SERVICES

This exhibit is hereby attached to and made a part of the Professional Services Agreement dated July 13, 2021 between The City of Bentonville, Arkansas ("City") and Olsson, Inc. ("ENGINEER") providing for professional services. ENGINEER's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project locations:

1. SW 3rd Street and B Street, SW 6th Street and Glover Lateral, and SW 10th Street and F Street Collection System combined into one project area.

1a. SW 3rd Street and B Street

Project Description: Drainage flows from the intersection of SW 4th St and SW B St to the south along intermitted storm sewer and open channels parallel to SW B St and between SW B St and SW C St before discharging into an open channel on the southeast side of the intersection at SW 5th St and SW C St. Existing ditches and storm sewer is undersized and floods the neighborhood during heavy rain. Identify the best alignment for an enclosed storm sewer from the northeast side of SW 4th St and SW B St to discharge into the open channel at SW 5th St and SW C St. Install curb and cutter and inlets along the layout. Design the storm sewer to be as deep as possible per City of Bentonville's direction.

1b. SW 6th Street and Glover Lateral

Project Description: Drainage flows to the south from the intersection of SW 4th St and SW E St. No storm sewer or curb and gutter exist along SW E St until the intersection of SW 6th St. Install curb and gutter, inlets, and enclosed storm sewer from SW 4th St to SW 6th St along SW E St. Connect to existing storm if it is in good condition and has capacity to convey the new drainage. If not, replace new storm sewer from the intersection of SW 6th St and SW E St to the east until it connects to the proposed storm sewer from SW 10th and F Collection System.

1c. SW 10th Street and F Street Collection System

Project Description: Drainage flows in an open channel that begins on the southeast side of the intersection of SW 5th St and SW C St and travels through Gilmore Park. South of SW 6th St it connects to another open channel that has a berm 400' to the south. The open channel with a berm is not a detention basin. At the berm, it flows into twin 30" CMP. The storm sewer discharges into a detention basin approximately 825' to the south adjacent to a large parking lot for Walmart. Enclose the storm sewer from SW C St until it discharges into the detention basin. Remove the old wooden bridge in Gilmore Park and any other existing culverts that cannot be used. Design

storm sewer to be as deep as possible per City of Bentonville Direction. The storm sewer will bypass the detention basin north of SW 8th.



Design Criteria: The stormwater improvement projects will be designed according to the City of Bentonville design criteria per Stormwater Management and Drainage Manual. In the event that a building or street cannot be adequately protected to meet criteria or it is determined to be not cost-effective to do so, ENGINEER will meet with the Client to discuss the location and design alternatives available. For those areas not meeting City of Bentonville criteria, the Client will provide a waiver of the criteria requirements.

SCOPE OF SERVICES

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

Phase 100 – Project Management

Task 101: **Project Management –** The ENGINEER Project Manager (PM) will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of the project team and sub-consultants, and provide regular progress reports with invoices.

The ENGINEER PM will coordinate their design with other City departments, outside agencies and/or other consultants that are involved with this project or adjacent projects.

The ENGINEER PM will be responsible for preparing a Project Management Plan, Quality Control Plan, and maintaining a web-based document management system utilizing Smartsheet (or other approved software) and will provide access to the City. ENGINEER and City Project Managers will work together to determine content and file structure.

ENGINEER will create and maintain a decision log matrix to track and document significant decisions and how they were reached.

Phase 200 – Project Meetings

Task 201: **Kick-Off Meeting** – Once notice to proceed has been received, the ENGINEER will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the ENGINEER shall be responsible for notification to attendees.

Task 202: **Review Meetings** – ENGINEER will schedule and attend review meetings to receive the City's review comments from the 30%, 60%, and 90% submittals. (3 meetings)

Task 203: **Monthly Progress Meetings** – ENGINEER will provide monthly progress updates to the client to review progress, and to discuss any questions or issues that arise during the design. Progress updates may be by telephone or email or in-person meetings. Six (6) virtual meetings are included in this scope.

Task 204: **Additional Meetings** – ENGINEER will attend and present at additional meetings as follows:

- Pre-Application Meeting – The ENGINEER will attend with the City a pre-application meeting.
- City Council Meeting – The ENGINEER will attend with City staff a City Council meeting during the Final Design Phase of the project.

Phase 300 – Public Engagement

Task 301: **Stakeholder Database** – ENGINEER will develop and manage a database of project stakeholders to include residents, property owners, organizations, agencies, City staff and officials, project team members and other parties who may be interested in or impacted by the project. Management of the database will include tracking meeting attendance, comments, responses, and contacts (phone calls, emails, etc.) made by the individual and ENGINEER. This same database will be utilized during the right-of-way and easement acquisition process to track appraisals and negotiations as they occur. (Work effort for this Task is included under Task 1301)

Task 302: **Stakeholder Notification** – ENGINEER will notify adjacent property owners that survey crews will be in the area prior to the commencement of field surveys. Notification will be via mailed letters. Surveyors, geotechnical staff, and other field personnel will be provided postcards containing project name, project area and contact information to provide to individuals when asked questions during the field operations. It is assumed that formal "Right-of Entry" documents are not required. (Work effort for this Task is included under Task 1301)

Task 303: **Project Presentations** – No separate project web site is required. ENGINEER will prepare pre-recorded videos or narrated presentations describing the project, current project status, and project schedule for posting on the City's web site. Preparation of two videos/power points are included in this scope: one at the completion of Preliminary Design (60%) and one at completion of Final Design (100%). The Final

Design video/power point will also be utilized for the City Council meeting described in Task 204.

Task 304 **Public Meetings** – No public meetings are included in this scope.

Phase 400 – Utility Coordination

Task 401: **Utility Review Meeting/Coordination (1 Meeting)** – The ENGINEER shall distribute the plans to public and private utility companies for verification of ownership, type, size, and location of their facilities. Time will be included for coordination via the phone and one (1) utility coordination meeting.

- Plans will be submitted to the utility companies at 30% to verify the location of their existing facilities as shown on the plans.
- Plans will be submitted to the utility companies at 60% to allow them to identify potential conflicts with the proposed design and to begin planning for any required relocations or adjustments. A utility coordination meeting will be conducted as part of the 60% review.
- Plans will be submitted to the utility companies at 90% to finalize coordination of any required relocations and adjustments.
- Additional coordination via telephone with individual utility companies will be provided, as necessary.
- Potholing to verify location at key utility crossings may be required. For this project we have included potholing at 5 locations.

Phase 500 – Survey Services

Task 501: **Topographic Survey** – The ENGINEER will perform the necessary topographic surveys which will include existing items such as above ground utilities, trees, road centerline, intersecting streets, drives, cross-sections and profiles necessary to design and construct the project. The topographic survey will be performed using electronic 'Total Station' and/or GPS equipment technology.

Natural topographic features and man-made features will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. Topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.

The limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information for slope tie-ins. The survey limits will extend 300 feet beyond the end of the project limits. The topographic survey will extend along intersecting streets a minimum distance of 100 feet and will be at least 100 feet in width. Channel meanders will be identified and surveyed along their flowlines for 300 feet from roadway centerline including stream cross sections up and down stream to confirm the hydraulic modeling. The survey limits are defined on the project location map.

Task 502: **Base Map Preparation** – ENGINEER will create the base map using the above topographic survey data. Drawings will be provided in AutoCAD format. The Base Maps will include all topographic information, existing underground and aerial utilities, existing right-of-way lines, lot lines, and property lines.

Task 503: **Control and Land Corners** – The ENGINEER shall provide a list of horizontal control points with coordinates and descriptions. Horizontal control will be referenced to the Arkansas Coordinate System 1983, North Zone. Vertical control will be referenced to NAVD 88.

Horizontal and vertical control will be established using the National Geodetic Survey (NGS) Online Position User Service (OPUS) or from local city monuments, if available.

The ENGINEER will survey section and/or property corners to create the base maps right-of-way drawings.

Bench levels will be run by direct leveling methods, (no "side shots" will be permitted). Levels will close within an allowable error of five-hundredths (0.05) of a foot times the square root of the length of the level loop in miles. The ENGINEER will run a closed level circuit, establishing intermediate benchmarks along the project and on intersecting streets beyond the limits of the project. This level circuit will be tied to NAVD 88.

Task 504: **Utility Locates** – Arkansas One Call will be contacted, and utilities will be drawn from surveying above ground features and will include markings by utility companies resulting from the locate request. Any information supplied by utility companies will also be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The ENGINEER will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

Task 505: **Staking of ROW and Easements** – The ENGINEER, during the ROW Acquisition Phase, will stake the location of the existing and new ROW and new Easement locations to assist the property owner in visualizing the acquisition lines. Staking will consist of lathe with colored flagging.

Phase 600 – Geotechnical Exploration – NOT INCLUDED IN THIS SCOPE

Phase 700 – Environmental Documentation

Task 701: **Desktop Environmental Review** – ENGINEER will review the project for cultural, wetlands and stream, and threatened and endangered species. The review will use desktop resources publicly available or provided by the city. A memo will be provided that summarizes the results of the cultural resources, threatened and endangered species and wetland and stream review.

Cultural Resources Review – ENGINEER will review the national register of historic places to determine potential cultural resources near the project. Should a federal nexus (e.g., nationwide permit) occur, the project will be sent to the SHPO for review.

Threatened and Endangered Species Evaluation – ENGINEER will evaluate the site for any potential issues associated with threatened and endangered (T&E) species. The T&E species evaluation will include a desktop review of threatened and

endangered species, which will include using the U.S. Fish and Wildlife Service (USFWS) approved online Information for Planning and Conservation (IPaC) service to analyze the property for the likely presence of federally listed species or T&E species critical habitat.

Wetland and Stream Desktop Review - The wetland delineation and stream assessment consist of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery. The wetland and stream desktop review will determine if a field delineation is needed.

Task 702: **Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation** – ENGINEER will complete a wetland delineation and stream assessment of the project in northwest Arkansas. ENGINEER will follow the methods described in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont (Version 2.0) (April 2012).

- **Site Visit.** Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. identified during the desktop review. The site visit will be conducted by traversing the project study area to identify wetland characteristics including; hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland, streams, and/or other waters of the U.S. boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Eastern Mountains and Piedmont Region data forms will be filled out. Photographs documenting site conditions, including wetlands, streams, and other waters of the U.S., will be taken. Agricultural areas require additional sample points primarily to document soil conditions. Transects will be developed through areas of potential farmed wetlands.
- **Report.** Upon completion of the site visit a report documenting the findings of the wetland delineation and stream assessment will be prepared detailing the presence or absence of wetlands, streams, and other waters of the U.S. within the project study area. The wetland delineation and stream assessment report will include a narrative of how the wetland delineation and stream assessment was conducted and a summary of the results of the wetland delineation and stream assessment. Figures documenting information gathered during the desktop review and figures showing wetland, streams, and other waters of the U.S. boundaries, sample point locations, and photo point locations will be included. The report will also include a description of ENGINEER's opinion of whether the wetlands, streams, and other waters of the U.S. are jurisdictional.

Task 703: **Cultural Resources Field Study – NOT INCLUDED IN THIS SCOPE**

Task 704: **Nationwide Permit – See Task 1206**

Phase 800 – Traffic Studies – NOT INCLUDED IN THIS SCOPE

Phase 900 – Alternative Analysis – NOT INCLUDED IN THIS SCOPE

Phase 1000 – Concept Design (30% plans)

Task 1001: **Hydrologic and Hydraulic Modeling** – ENGINEER will develop a hydrology and hydraulic model to analyze existing (if needed) and proposed storm sewer layouts. ENGINEER will use rational or NRCS curve number method to determine peak flows for the 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year return frequencies. Conceptual storm sewer layout will seek to minimize conflict with existing utilities while considering cost effectiveness and design criteria defined in the project kickoff. It is anticipated that one concept will be presented for discussion to the Client. Presentation will include conceptual level plan and profile exhibits for the recommended storm sewer layout.

Task 1002: **Concept Design Alternatives (Optional):** The ENGINEER will evaluate three conceptual design alternatives for storm sewer layout. ENGINEER will provide to the Client exhibits with hydrology and hydraulic results for each alternative.

Phase 1100 – Preliminary and Right-of-Way Design (60% Plans)

Task 1101: **Preliminary Plans** – This task will be to take the approved concept alternative to 60% complete. The preliminary plans with this project will include detailed storm system profiles, channel grading, and other special grading or considerations that could affect right-of-way or easements. The plans will include location of proposed right-of-way and easements and will be used for utility coordination.

The preliminary plans will include:

- Title Sheet
- General Notes Sheet
- Survey control and alignment sheet
- Typical sections
- Special Grading Plans (if required)
- Drainage Area Map
- Storm Sewer System Plan and Profiles
- Landscaping Preliminary Plans if needed

Task 1102: **Structural Design – NOT INCLUDED IN THIS SCOPE**

Task 1103: **Construction Phasing and Traffic Control** – ENGINEER will develop a construction phasing plan to ensure general constructability and provide MUTCD typical applications for guidance. The Contractor will be expected to provide detailed traffic control plan if required by the City.

Task 1104: **Landscape Design – NOT INCLUDED IN THIS SCOPE**

Task 1105: **Rendering Planning – NOT INCLUDED IN THIS SCOPE**

Task 1106: **Hydrologic and Hydraulic Modeling** – ENGINEER will incorporate feedback from client during 30% plans into layout of storm sewer and further refine hydrology and hydraulic models. Engineer will prepare preliminary storm sewer layout sizing, drainage map and profiles for the street storm sewer for inclusion in the 60% plans.

Task 1107: **Design Memorandum** – ENGINEER, as part of the 60% submittal will prepare a design memorandum outlining the design criteria and exhibit for the projects and submit for agreement by the City's Project Manager.

Task 1108: **FEMA Conditional Letter of Map Revision (CLOMR)** – Adding fill during construction of a storm sewer in a designated floodplain will require the approval of a CLOMR prior to construction. ENGINEER will start the following steps to complete the CLOMR during Preliminary plans.

- Complete and submit an engineering data request to FEMA requesting the effective hydraulic model for Little Osage Creek Tributary II. This scope does not include developing a model from scratch.
- Update hydrologic model for Little Osage Creek Tributary II based on proposed fill.
- Prepare and submit CLOMR to FEMA for acceptance of new proposed base flood elevations. Includes topographic work map exhibits, annotated FIRM map, and revised FIS profiles.
- Coordinate with FEMA reviewer so satisfy comments. Prepare draft community notification letters after completion of first FEMA review.

NOTE: ENGINEER does not guarantee that the revised base flood elevation will be below lowest adjacent grades of structures.

Task 1109: **Right-of-Way/Easement Descriptions** – The ENGINEER will contract with a local abstractor/title company to provide an Ownership and Encumbrance Title Report (O & Es) for use in determining ownership of parcels adjoining the project. Right-of-Way (ROW), Temporary Construction Easements (TCE), and Permanent Drainage/Utility Easement (PDE) descriptions plus exhibits will be prepared for this project. The descriptions and accompanying exhibits will be provided to the City in electronic format on forms provided by the City. Assumed for this project are:

- 21 number of parcels
- 0 New ROW descriptions and exhibits
- 15 PDE descriptions and exhibits
- 6 TCE descriptions and exhibits
- Note that the property owner research and Title work is included under Task 1302.

Task 1110: **Opinion of Probable Cost:** The ENGINEER shall prepare an updated total project opinion of probable cost including engineering, right-of-way, construction, and construction engineering on appropriate forms

Phase 1200 – Final Design Phase (90 and 100 Percent Plans)

Task 1201: **Final Design and Construction Specification Manual** – Continuing with the completed and approved preliminary (60%) construction plans, final construction documents will be developed and submitted to the client for review and comments. After review by Client, ENGINEER will revise final plans and specifications and submit an electronic set of bid documents.

ENGINEER will submit Specifications and Special Provisions with this submittal. Scope assumes the specification front end documents and construction contract documents are provided by the City.

Final design plans will include the following sheets and information:

- Cover sheet and location map
- General notes and summary of quantities
- Survey reference and existing and proposed easement limits. Property line and ownership information
- Typical sections
- Surface drainage design
- Plan and profiles
- Cross sections (if needed)
- Grading plans
- Traffic control plan
- Erosion and sediment control plan
- Details

Task 1202: **Structural Design – NOT INCLUDED IN THIS SCOPE**

Task 1203: **Construction Phasing and Traffic Control** – ENGINEER will develop a construction phasing plan to ensure general constructability and provide MUTCD typical applications for guidance. The Contractor will be expected to provide detailed traffic control plan if required by the City.

Task 1204: **Landscaping Design – NOT INCLUDED IN THIS SCOPE**

Task 1205: **Hydrologic and Hydraulic Modeling** – ENGINEER will update hydrology and hydraulic models with any revisions to 60% plans.

Task 1206: **Permits** – The ENGINEER shall prepare and submit on behalf of the Client the following permits, agreements, certifications, and forms.

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

Task 1207: **Opinion of Probable Cost:** The ENGINEER shall prepare an updated opinion of probable construction cost based on the proposed improvements.

Phase 1300 – Right-of-Way Acquisition

The ENGINEER will conduct Right-of-Way and Easement Acquisition services as described below. For this project we have assumed 21 parcels.

Task 1301: **Right of Entry** – Obtain verbal or written right of entry from impacted landowners for various field work associated with the project. The database and notification work per Task 301 and 302 is included under this Task 1301.

Task 1302: **Ownership Research/Title Research** – ENGINEER shall complete initial research to identify impacted landowners and shall coordinate through a title company to obtain title reports and/or commitments as needed to support survey work and acquisition closings.

Task 1303: **Appraisal** – ENGINEER shall sub-consultant appraisal services through one or more appraisal firms. Independent appraisal reviews by a secondary appraiser are not contemplated in this work.

Task 1304: **Negotiation** – ENGINEER shall make initial offers to impacted landowners based upon the ROW and Easement descriptions, associated exhibits, plans, and appraised values, and negotiate settlements where necessary.

Task 1305: **Agreement preparation and closings** – ENGINEER shall prepare option or purchase agreements and associated deeds based upon the City's standard forms. ENGINEER shall coordinate closings through a title company.

Task 1306: **Matrices and Call Logs** - ENGINEER shall update and maintain matrices and call logs to track acquisition progress and make that information available to the City through Smartsheet.

Phase 1400 – Bidding Phase

Task 1401: **Bidding** –

- Advertise for and obtain bids for the proposed work
- Answer Requests for Information (RFIs)
- Prepare Addenda
- Attend Bid Opening

Phase 1500 – Construction Phase Services

Construction Phase Services – The scope of this work includes the pre-construction preparation, construction staking, observation and administration, materials testing, post-construction documentation and project closeout for the project. The estimated fee is based on 425 calendar days.

Task 1501: **Construction Staking (one time)**

- Stake survey control points for general contractors use (one time).
- Stake Right-of-Way
- Stake Temporary Construction Easements
- Stake storm water structures

- Stake driveway and street saw cuts for demolition
- Stake waterline and fire hydrants
- Stake sidewalks and ADA ramps
- Stake curb and gutter
- Stake driveways

Task 1502: Construction Administration

- Assist the City in planning and conducting a pre-construction meeting
- Perform review of shop drawings and materials submittals and issue back to contractor
- Provide professional review and coordination throughout construction, including periodic attendance at progress meetings, schedule reviews, dealing with contractor and utility issues, issuance of field orders, work change directives, and change orders, and review and approval of contractor's pay applications.
- Receive contractor requests for interpretation or clarification on the intent of the contract specifications during construction and issue responses as required. Coordinate with the City, the communication of such responses to the prime contractor.
- Determine whether or not the contractor is generally adhering to the specifications and plan documents, and schedule through on-going observations.
- Report to City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with the contract documents.
- Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
- Provide review of final documentation including the final pay estimate, final change order and punch list review.
- Provide Record Drawings based on plan markups provided by the contractor.

Task 1503: Landscaping Construction Services – NOT INCLUDED IN THIS SCOPE

Task 1504: Construction Observation and Materials Testing

- Construction Observer(s) to review plans and construction documents and set up appropriate field documentation books.
- Perform full and part-time construction observation and document the work in progress.
- Compile a daily diary that documents weather conditions, contractor(s) construction activity, contractor's personnel, equipment utilized, and discovered irregularities in the materials used or quality of work performed.
- Determine the contractor's compliance with the contract and specifications and reject work and/or materials that are not in compliance.
- Provide observation and documentation of the project traffic control and detour signage and communicate deficiencies to the contractor.
- Provide construction materials testing and reporting in accordance with the testing frequencies outlined in Article 800 of the City's Minimum Standard Specifications for Streets and the Arkansas Department of Transportation LPA manual, including concrete air, slump and cylinders; soil and base rock proctors and Atterberg limits; aggregate gradations and deleterious substances; soil density testing; aggregate base rock density testing; storm sewer trenches; asphaltic concrete density testing by nuclear gauge; and asphalt content of hot mix asphalt.

Task 1505: Project Closeout

- Certification of Project – ENGINEER shall provide a certification that the project has been constructed in accordance with the Record Drawings.

- As-built survey – ENGINEER will conduct a survey of the completed project to verify the as-built condition. The survey will include roadway centerline, all storm drainage related elements such as top and inverts of drainage structures, verification of culvert dimensions and pipe diameters, top of any berms and any detention basins. Curbs, sidewalks, multi-use paths, driveway and other roadway elements will not be surveyed unless a design change was made during construction.

- Record Drawings – ENGINEER will prepare record drawings reflecting information gathered during the as-built survey and from markups provided by the contractor.

Task 1506: Letter of Map Revision

- ENGINEER will submit Letter of Map Revision to FEMA.

DELIVERABLES:

- Project Management Plan & Quality Management Plan
- Meeting notes
- Design Memorandum
- Electronic plan submittals for concept, preliminary and final designs
- Opinions of probable construction costs with each submittal
- Contract documents and specifications for the final design submittal
- Two recorded presentations
- Environmental Review Memo
- Signed option or purchase agreement and/or final signed conveyance deed
- Appraisal report for each acquisition
- Final Call Log and Matrix
- Title policies (if applicable)
- Construction Reports
- Record Drawings

ASSUMPTIONS:

We have made assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- Plans will be completed for one bid package. Splitting the plans into multiple plan sets would require a contract amendment.
- All permit and mitigation fees will be expensed by the Client including CLOMR and LOMR.
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities. If City owned waterline and sanitary sewer relocation design is needed, a contract amendment for those services will be needed.
- The field check can be completed while mobilized for the other projects. No special trip will be required.
- Manhole, steps, collars, and riser details can utilize APWA or City standards.

- The Bills of Reinforcing for drainage or transition structures will be prepared by the Contractor for review and approval by the Engineer prior to construction. Reinforcing will be made subsidiary to the structural concrete bid items.
- Standard curb or area inlets will be utilized. No special details will be required.
- ROW Acquisition fees are estimated on a per parcel basis.
- ENGINEER shall attend up to two (2) in-person meetings per owner for ROW negotiations/acquisitions.
- Assumes one appraisal for each acquisition.
- Assumes that each acquisition will be staked and will close through a title company.
- No Phase I environmental due diligence for acquisitions
- Assumes that negotiations to acquire property will begin at completion of the 60% design plans.
- Assumes that there are no total acquisitions or relocations.
- ENGINEER is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. ENGINEER's sole obligation is to report its observation, inspection and test results to Client as provided herein. The above Scope of Work was prepared without the anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors for the project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out-of-scope services. ENGINEER will notify the City if construction testing frequencies and site visits are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services.
- The estimated hourly fee shown for construction staking is an estimate based on one-time staking of each of the specified elements. The City understands that the Contractor may or may not request all the items contained in this estimate. Additionally, there may be items not shown in this estimate that the Contractor may request ENGINEER to stake. Re-staking or additional staking beyond that estimated shall be considered additional services and will be billed hourly.
- Observation is estimated at approximately part-time and assume that that at least two projects are under construction during the same period. Days are estimated at 5-hour days and includes travel time. Field testing is estimated at 2-hours per day including travel time. Time required beyond the estimated days may require a contract amendment. Labor for lab testing is included in the unit price for the test.
- Construction testing, inspection, observation and management does not include relocations for private utilities (gas, communications, etc) and utility relocations prior to the selected contractors notice to proceed.
- Fees are an estimate of the actual work necessary to complete the work and Olsson can shift funds between contract phases and tasks as necessary to complete the work. Fees cannot be shifted to a future phase until the current phase has been submitted and accepted by the City.
- Other assumptions identified within the scope of services.

EXCLUSIONS: Exclusions include, but are not limited to, the following:

- Concrete jointing plan
- Pedestrian detour plans
- Detailed Construction Traffic Control or Phasing Plans
- Water quality design
- Environmental investigation, permitting beyond those noted in the scope including:
    - Individual Section 404 Permit Application
    - Additional Site Visits with the US Army Corps

    - Agency or Client Meetings, Other Than Phone Call Discussions
    - Changes in Project Design or Location Requiring Changes to the Report
    - Migratory Bird Treaty Act Nesting Surveys
    - Bald and Golden Eagle Nest Surveys
    - Agency Requested Threatened and Endangered Species-Specific Survey
    - Further coordination with USFWS and any further assessments.
    - Agency Requested Historic or Cultural Resource Surveys
    - Wetland Mitigation Services beyond those indicated in the scope of services
    - Noise Studies
    - Archaeological surveys
- Environmental Assessment
- Environmental Impact Statement
- Renderings, 3D Modeling, and visualization
- Retaining wall design
- Bills of Reinforcing for drainage and transition structures
- Design of Seal Courses/Dewatering
- Design of temporary shoring
- Any services not specifically detailed in the scope.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
   a. Record date of receipt of Shop Drawings and samples.
   b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
   c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
   a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
   b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
   c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
   a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
   b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
   a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
   b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
   c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
   d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
    b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

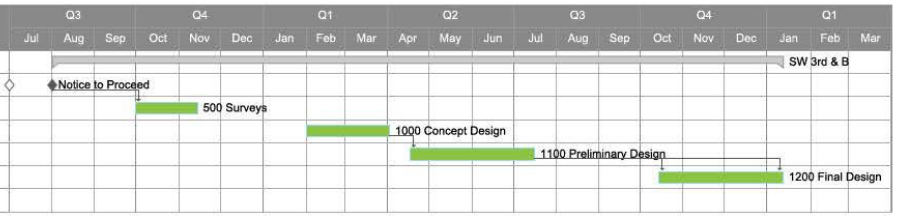
Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SW 3rd & B/SW 6th & Glover/SW 10th & F

ROW Acquisition, Utility Relocation, and Construction not shown on schedule. ROW Acquisition and Utility Relocation may impact schedule.

	Task Name	Start	Finish	Duration
1	SW 3rd & B	08/01/21	01/11/23	529d
2	Notice to Proceed	08/01/21	08/01/21	0
3	500 Surveys	09/30/21	11/13/21	45d
4	1000 Concept Design	02/01/22	04/01/22	60d
5	1100 Preliminary Design	04/17/22	07/15/22	90d
6	1200 Final Design	10/14/22	01/11/23	90d
7				



BENTONVILLE - 3RD, 6TH, & 10TH - APPENDIX C

Thursday, June 10, 2021

FEE SUMMARY BY EMPLOYEE CLASSIFICATION					
Personnel		**Total Hr.**	**2021 $ Per Hr.**	**Labor Cost**	**Total Cost**
Principal / Senior Project Manger	PRIN/SPM	0	$274.00	$0	$0.00
Project Manager / ROW Manager	PM/RWM	174	$217.00	$37,758	$37,758.00
Senior Manager	SM	356	$203.00	$72,268	$72,268.00
Technical Manager 2	TM2	12	$193.00	$2,316	$2,316.00
Technical Manager 1	TM1	238	$182.00	$43,316	$43,316.00
Senior Engineer 2	SE2	0	$158.00	$0	$0.00
Senior Engineer 1	SE1	0	$147.00	$0	$0.00
Project Engineer / Designer / Const Manager	PE/DES/CM	421	$131.00	$55,151	$55,151.00
Engineer 3 / Senior Technician	E3 / SR TECH	1321	$119.00	$157,199	$157,199.00
Engineer 2 / Public Professional / Project Scientist	E2/PP/PS	75	$108.00	$8,100	$8,100.00
Engineer 1 (Assistant Engineers)	E1	226	$100.00	$22,600	$22,600.00
Technician / Public Assitant	TECH/PA	1200	$67.00	$80,400	$80,400.00
Survey Manager	SURM	0	$154.00	$0	$0.00
Senior Surveyor	SS	87	$122.00	$10,614	$10,614.00
Survey Technician	ST	94	$86.00	$8,084	$8,084.00
2 man Survey Crew	SC2	623	$165.00	$102,795	$102,795.00
Senior Constr Observer / Resident Project Representative	SO/RPR	2010	$90.00	$180,900	$180,900.00
Admin	ADMIN	0	$97.00	$0	$0.00
Geotech Engineer	GE	0	$135.00	$0	$0.00
Sr Geotech Engineer	SGE	0	$210.00	$0	$0.00
Geotech Technician /Constr Observer	GT/CO	0	$90.00	$0	$0.00
Total Labor		6837			**$781,501.00**
Total Expenses					**$152,764.25**
Labor Adjustment for Work Performed in Future Years (3% increase for work in 2022) 2022 work includes 50% of PM & Meetings, 100% of Utility Coord., Public Engagement, Concept, Preliminary Design; Final Design, ROW Acqusition, Bidding and Construction Phase Services.					**$20,767.80**
TOTAL NOT TO EXCEED FEE		**6837**		**$781,501**	**$955,033.05**

Note: Rates shown are for estimating purposes only; actual billing rate is based on the rate for each individual employee and the attached billing rate scheule. Fees for individual phases or tasks may exceed the subtotals shown but total fees shall not exceed the total fee shown.

Thursday, June 10, 2021

APPENDIX C - EXPENSE SUMMARY

Expenses	Quantity		$ Ea.		Cost
Design					
Travel, mile (car)	1050	MILES	$0.54		$561.75
Hotel/Lodging	5	PER NIGHT	$125.00		$625.00
Meals	5	EA	$25.00		$125.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)	1	LS	$300.00		$300.00
Subconsultant - Potholing	5	EA	$1,500.00		$7,500.00
CLOMR and LOMR Fees	2	EA	$8,500.00		$17,000.00
Survey					
Design Surveys					
Travel, mile (survey)	1800	MILES	$0.75		$1,350.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Utility Locations	40	PER HOUR	$75.00		$3,000.00
Miscellaneous Expenses (Lath, hubs, materials, etc.)	1	LS	$750.00		$750.00
Construction Surveys					
Travel, mile (survey)	960	MILES	$0.75		$720.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Miscellaneous Expenses (Lath, hubs, materials, etc.)	1	LS	$750.00		$750.00
Geotech for Design					
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Mobilization		LS	$1,037.00		$0.00
Travel, Drill Rig		MILES	$2.25		$0.00
Travel, Support Truck		MILES	$0.80		$0.00
Traffic Control Permit		EA	$1,000.00		$0.00
Traffic Control		DAY	$2,500.00		$0.00
Drilling, straight auger		LF	$15.00		$0.00
Sampling		EA	$18.00		$0.00
Wireline Rock Coring		LF	$53.00		$0.00
Lab Testing					
Unconfined Compressive Strength - Soils		EA	$50.00		$0.00
Dry Density		EA	$21.00		$0.00
Moisture Content		EA	$15.00		$0.00
Rock Core Breaks		EA	$40.00		$0.00
Atterberg Limits		EA	$95.00		$0.00
Acqusitions					
Travel, mile (car)		MILES	$0.54		$0.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)		LS	$1,000.00		$0.00
Sub Consultant - Appraisals	21	EA	$4,000.00		$84,000.00
Title Work	21	EA	$1,000.00		$21,000.00
Construction Observation and Testing					
Travel, mile (car)	9500	MILES	$0.54		$5,082.50
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Mobilization		LS	$1,000.00		$0.00
Lab Testing	1	LS	$10,000		$10,000.00
Observation Trip Charge		EA	$120.00		$0.00
Standard Proctor Tests		EA	$165.00		$0.00
Atterberg Limit Tests		EA	$90.00		$0.00
Sieve Analysis Tests		EA	$60.00		$0.00
Concrete Compression Testing (Cylinders)		EA	$19.00		$0.00
ASTM D6925-Prep & Density of Superpave Gyratory Comp Spec		EA	$290.00		$0.00
ASTM D2041-Theoretical Max Specific Gravity (RICE)		EA	$180.00		$0.00
ASTM D6307- Asphalt Content by Ignition Method		EA	$175.00		$0.00
ASTM D6995-VMA in Compacted Paving Mix		EA	$30.00		$0.00
ASTM D3203-Percent Air Voids in Compacted Paving Mix		EA	$30.00		$0.00
SUBTOTALS					
Design					**$26,111.75**
Survey					**$6,570.00**
Geotech					**$0.00**
Acqusitions					**$105,000.00**
Construction					**$15,082.50**
TOTAL EXPENSES					**$152,764.25**

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - 3RD, 6TH, & 10TH

	Hourly Billing Rate ----->>>	$274.00	$217.00	$209.00	$193.00	$182.00	$159.00	$147.00	$131.00	$119.00	$108.00	$100.00	$87.00	$154.00	$122.00	$98.00	$165.00	$90.00	$97.00	$135.00	$210.00	$90.00			
	Thursday, June 10, 2021																								
Task No.	**Description of Work Items / Tasks**	**PRIN/SPM**	**PM/RWM**	**SM**	**TM2**	**TM1**	**SE2**	**SE1**	**PE/DES/CM**	**E3 / SR TECH**	**E2/PP/PS**	**E1**	**TECH/PA**	**SURM**	**SS**	**ST**	**SC2**	**SO/RPR**	**ADMIN**	**GE**	**SGE**	**GT/CO**	**Total Manhours**	**Total Labor Fee**	**Subtotal**
100	**PROJECT MANAGEMENT**																								
101	Project Management			144					48														192	$35,520	**$35,520.00**
																							0	$0	**$0.00**
		0	0	144	0	0	0	0	48	0	0	0	0	0	0	0	0	0	0	0	0	0	192		**$35,520.00**
200	**MEETINGS**																								
201	Kickoff Meeting			8					8														16	$2,672	**$2,672.00**
202	Review Meetings (30, 60, and 90%)			10					10														20	$3,340	**$3,340.00**
203	Monthly Progress Meetings (6 virtual meetings)			10					10														20	$3,340	**$3,340.00**
204	Additional Meetings			16					16														32	$5,344	**$5,344.00**
		0	0	44	0	0	0	0	44	0	0	0	0	0	0	0	0	0	0	0	0	0	88		**$14,696.00**
300	**PUBLIC ENGAGEMENT**																								
301	Stakeholder Database - included in Task 1301																						0	$0	**$0.00**
302	Stakeholder Notifications - included under Task 1301																						0	$0	**$0.00**
303	Two Pre-recorded Videos or Narrated Powerpoint Presentations								14														14	$1,834	**$1,834.00**
		0	0	0	0	0	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	14		**$1,834.00**
400	**UTILITY COORDINATION**																								
401	Utility Review Meeting/Coordination (2 Meetings)			4		40			20														64	$10,712	**$10,712.00**
		0	0	4	0	40	0	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	64		**$10,712.00**
500	**SURVEYS**																								
501	Topographic Survey														10	10	165						185	$29,305	**$29,305.00**
502	Base Map Preparation														30	30							60	$9,240	**$9,240.00**
503	Control and Land Corners														5	8	30						43	$6,245	**$6,245.00**
504	Utility Locates														2		18						20	$3,214	**$3,214.00**
505	Staking of ROW and Easements														5	8	80						71	$11,026	**$11,026.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	52	54	279	0	0	0	0	0	379		**$56,033.00**
600	**GEOTECHNICAL**																								
																							0	$0	**$0.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		**$0.00**
700	**ENVIRONMENTAL**																								
701	Desktop Environmental Review										10												10	$1,080	**$1,080.00**
702	Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation										30												30	$3,240	**$3,240.00**
703	Cultural Resources Field Study																						0	$0	**$0.00**
704	Nationwide Permit										35												35	$3,780	**$3,780.00**
		0	0	0	0	0	0	0	0	0	75	0	0	0	0	0	0	0	0	0	0	0	75		**$8,100.00**
800	**TRAFFIC STUDIES**																								
																							0	$0	**$0.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		**$0.00**
900	**ALTERNATIVE ANALYSIS**																								
																							0	$0	**$0.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		**$0.00**
1000	**CONCEPT DESIGN**																								
1001	Hydrologic and Hydraulic Modeling		8			16				150													174	$22,498	**$22,498.00**
1002	Concept Design Alternatives					6				75													81	$10,017	**$10,017.00**
		0	8	0	0	22	0	0	0	225	0	0	0	0	0	0	0	0	0	0	0	0	255		**$32,515.00**

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - 3RD, 6TH, & 10TH

	Hourly Billing Rate ----->>>	$274.00	$217.00	$203.00	$193.00	$182.00	$158.00	$147.00	$131.00	$119.00	$108.00	$100.00	$87.00	$154.00	$122.00	$86.00	$166.00	$90.00	$87.00	$136.00	$210.00	$90.00			
	Thursday, June 10, 2021																								
Task No.	**Description of Work Items / Tasks**	**PRIN/SPM**	**PM/RW/M**	**SM**	**TM2**	**TM1**	**SE2**	**SE1**	**PE/DES/CM**	**E3 / SR TECH**	**E2/PP/PS**	**E1**	**TECH/PA**	**SURM**	**SS**	**ST**	**SC2**	**SO/RPR**	**ADMIN**	**GE**	**SGE**	**GT/CO**	**Total Manhours**	**Total Labor Fee**	**Subtotal**
1100	**PRELIMINARY DESIGN**																								
1101	Preliminary Plans		8			32			40	460													540	$67,540	**$67,540.00**
1102	Structural Design																						0	$0	**$0.00**
1103	Construction Phasing & Traffic Control		4	4						20		20											48	$6,060	**$6,060.00**
1104	Landscaping Design																						0	$0	**$0.00**
1105	Rendering Planning																						0	$0	**$0.00**
1106	Hydrologic and Hydraulic Modeling					6				20													26	$3,472	**$3,472.00**
1107	Design Memorandum		2			4				36													42	$5,446	**$5,446.00**
1108	FEMA Conditional Letter of Map Revision					20			60	80													160	$21,020	**$21,020.00**
1109	ROW and Easement Descriptions (Assume 21)														35	40							75	$7,710	**$7,710.00**
1110	Opinion of Probable Cost		1						4	16													21	$2,845	**$2,845.00**
		0	15	4	0	62	0	0	104	632	0	20	0	0	35	40	0	0	0	0	0	0	912		**$113,693.00**
1200	**FINAL DESIGN**																								
1201	Final Plans and Construction Specification Manual					24			56	300													380	$47,404	**$47,404.00**
1202	Structural Design																						0	$0	**$0.00**
1203	Construction Phasing & Traffic Control			2	2					10		8											22	$2,782	**$2,782.00**
1204	Landscaping Design																						0	$0	**$0.00**
1205	Hydrologic and Hydraulic Modeling				6					24													30	$4,014	**$4,014.00**
1206	Permitting				4					6													10	$1,486	**$1,486.00**
1207	Opinion of Probable Cost		1						4	20													25	$3,121	**$3,121.00**
		0	1	2	12	24	0	0	60	360	0	8	0	0	0	0	0	0	0	0	0	0	467		**$56,807.00**
1300	**ROW ACQUISITION**																								
1301	ROW acquisition		12	12								18											42	$6,840	**$6,840.00**
1302	Ownerships		6	6								9											21	$3,420	**$3,420.00**
1303	Appraisals		6	6								9											21	$3,420	**$3,420.00**
1304	Negotiations		60	60								72											192	$32,400	**$32,400.00**
1305	Agreements and Closing		54	60								72											186	$31,098	**$31,098.00**
1306	Call Logs		12	12								18											42	$6,840	**$6,840.00**
																							0	$0	**$0.00**
		0	150	156	0	0	0	0	0	0	0	198	0	0	0	0	0	0	0	0	0	0	504		**$84,018.00**
1400	**BIDDING**																								
1401	Bidding Phase Services			2		4			26														31	$4,409	**$4,409.00**
		0	0	2	0	4	0	0	26	0	0	0	0	0	0	0	0	0	0	0	0	0	31		**$4,409.00**
1500	**CONSTRUCTION PHASE SERVICES**																								
1501	Staking																200						200	$33,000	**$33,000.00**
1502	Administration					50			40														90	$14,340	**$14,340.00**
1503	Landscaping Construction Services																						0	$0	**$0.00**
1504	Observation and Testing												1200					2010					3210	$261,300	**$261,300.00**
1505	Project Closeout					16			6	24							150						196	$31,304	**$31,304.00**
1506	FEMA Letter of Map Revision					20			60	80													160	$21,020	**$21,020.00**
		0	0	0	0	86	0	0	106	104	0	0	1200	0	0	0	350	2010	0	0	0	0	3856		**$360,964.00**
																							6837		
	Total Manhours	0	174	356	12	236	0	0	421	1,321	75	226	1,200	0	87	94	623	2,010	0	0	0	0	6,837	$781,501	**$781,501.00**
	Total Labor	$0	$37,758	$72,268	$2,316	$43,316	$0	$0	$55,151	$157,199	$8,100	$22,600	$90,400	$0	$10,814	$8,084	$102,795	$180,900	$0	$0	$0	$0		$781,501	**$781,501.00**
	Total Expenses																								**$162,764.25**
	Labor Adjustment for Work performed in Future Years																								**$20,767.80**
	Total Not to Exceed Fee																								**$965,033.05**

olsson

LABOR RATE BILLING SCHEDULE 2021

LABOR RATES

Description	Range
Principal/Senior Professional.....	140 - 275
Project Manager.....	110 - 180
Project Professional.....	90 - 145
Assistant Professional.....	60 - 125
Designer.....	70 - 135
CAD Operator.....	40 - 100
Survey.....	50 - 140
Survey Crew.....	120 - 160
Construction Services.....	50 - 170
Administrative/Clerical.....	40 - 100

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

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

Classification	Cost
Automobiles (Personal Vehicle)	$0.56/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Updated for Year 2021

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH OLSSON INC., FOR ENGINEERING AND PROJECT SERVICES FOR SW 10TH AND F STREET COLLECTION.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Olsson Inc. for engineering and project services for SW 10th and F Street Collection (MUNIS #21EN0025) in an amount of $955,033.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Olsson Inc. for engineering and project services for SW 2nd and O Street. The cost of this contract will be $222,949.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$222,949.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Thursday, July 1, 2021

Re: PSA for SW 2nd and O Street (MUNIS# 21EN0020)

Project Description:

Install new pipe to collect water from highway currently flooding homes along O Street.

Olsson Inc. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $222,949.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with Olsson Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

MUNIS #21EN0020

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **SW 2ND AND O STREET** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **OLSSON, INC.**, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("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 ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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. ENGINEER 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 ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER 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, ENGINEER 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 ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER 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 ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER 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 ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER'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. ENGINEER 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 ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER 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 ENGINEER'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 ENGINEER, at no additional cost to the CITY. In the event that ENGINEER 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 ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, 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 ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER 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. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'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 ENGINEER 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 ENGINEER, its employees, associates, agents and ENGINEERs 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 ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER 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 ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER 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 ENGINEER shall communicate to its employees. ENGINEER 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, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER'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 ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, 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 ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER 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 ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER 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 ENGINEER, 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 ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER 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 ENGINEER 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, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER'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 ENGINEER 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 ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER 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 ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER 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 District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER'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** Two Hundred Twenty-Two Thousand, Nine Hundred Forty-Nine Dollars ($222,949), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**OLSSON, INC**
CITY	ENGINEER
	[redacted]
BY	BY
MAYOR	**TRANSPORTATION PRACTICE LEADER**
TITLE	TITLE
	JUNE 23, 2021
DATE SIGNED	DATE SIGNED
	[redacted]
	BY ERIC SHELTON
	SR ENGINEER, WATER RESOURCES
	TITLE
	JUNE 23, 2021
	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

INSTALL NEW PIPE TO COLLECT WATER FROM HIGHWAY CURRENTLY FLOODING HOMES ALONG O STREET.

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 ENGINEER 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 ENGINEER is 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 ENGINEER.

SERVICES BY THE ENGINEER

- 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 ENGINEER shall have prior approval of the CITY.
- See Appendix C for detailed Scope of Services.

APPENDIX C – SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

SW 2nd Street & O Street
CITY OF BENTONVILLE, ARKANSAS

SURVEYS, PRELIMINARY AND FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION PHASE SERVICES

This exhibit is hereby attached to and made a part of the Professional Services Agreement dated July 13, 2021 between The City of Bentonville, Arkansas ("City") and Olsson, Inc. ("ENGINEER") providing for professional services. ENGINEER's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project locations:

1. SW 2nd Street and O Street

   Project Description: Stormwater from SW 2nd Street and the neighborhood to the south of SW 2nd Street drains to a 42" by 24" elliptical reinforced concrete pipe under SW 2nd Street. This pipe discharges to the north into a poorly defined channel that flows north through the back yards of houses along the east side of NW O Street. The channel is frequently overtopped and floods houses along the east side of NW O Street. Identify alternatives to enclose the drainage from the 42" by 24" RCP and discharge into the drainage ditch approximately 600' north of SW 2nd St along NW O St.



Design Criteria: The stormwater improvement projects will be designed according to the City of Bentonville design criteria per Stormwater Management and Drainage Manual. In the event that a building or street cannot be adequately protected to meet criteria or it is determined to be not cost-effective to do so, ENGINEER will meet with the Client to discuss the location and design alternatives available. For those areas

not meeting City of Bentonville criteria, the Client will provide a waiver of the criteria requirements.

SCOPE OF SERVICES

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

Phase 100 – Project Management

Task 101: **Project Management** – The ENGINEER Project Manager (PM) will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of the project team and sub-consultants, and provide regular progress reports with invoices.

The ENGINEER PM will coordinate their design with other City departments, outside agencies and/or other consultants that are involved with this project or adjacent projects.

The ENGINEER PM will be responsible for preparing a Project Management Plan, Quality Control Plan, and maintaining a web-based document management system utilizing Smartsheet (or other approved software) and will provide access to the City. ENGINEER and City Project Managers will work together to determine content and file structure.

ENGINEER will create and maintain a decision log matrix to track and document significant decisions and how they were reached.

Phase 200 – Project Meetings

Task 201: **Kick-Off Meeting** – Once notice to proceed has been received, the ENGINEER will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the ENGINEER shall be responsible for notification to attendees.

Task 202: **Review Meetings** – ENGINEER will schedule and attend review meetings to receive the City's review comments from the 30%, 60%, and 90% submittals. (3 meetings)

Task 203: **Monthly Progress Meetings** – ENGINEER will provide monthly progress updates to the client to review progress, and to discuss any questions or issues that arise during the design. Progress updates may be by telephone or email or in-person meetings. Six (6) virtual meetings are included in this scope.

Task 204: **Additional Meetings** – ENGINEER will attend and present at additional meetings as follows:

- Pre-Application Meeting – The ENGINEER will attend with the City a pre-application meeting.
- City Council Meeting – The ENGINEER will attend with City staff a City Council meeting during the Final Design Phase of the project.

Phase 300 – Public Engagement

Task 301: **Stakeholder Database** – ENGINEER will develop and manage a database of project stakeholders to include residents, property owners, organizations, agencies, City staff and officials, project team members and other parties who may be interested in or impacted by the project. Management of the database will include tracking meeting attendance, comments, responses, and contacts (phone calls, emails, etc.) made by the individual and ENGINEER. This same database will be utilized during the right-of-way and easement acquisition process to track appraisals and negotiations as they occur. (Work effort for this Task is included under Task 1301)

Task 302: **Stakeholder Notification** – ENGINEER will notify adjacent property owners that survey crews will be in the area prior to the commencement of field surveys. Notification will be via mailed letters. Surveyors, geotechnical staff, and other field personnel will be provided postcards containing project name, project area and contact information to provide to individuals when asked questions during the field operations. It is assumed that formal "Right-of Entry" documents are not required. (Work effort for this Task is included under Task 1301)

Task 303: **Project Presentations** – No separate project web site is required. ENGINEER will prepare pre-recorded videos or narrated presentations describing the project, current project status, and project schedule for posting on the City's web site. Preparation of two videos/power points are included in this scope: one at the completion of Preliminary Design (60%) and one at completion of Final Design (100%). The Final Design video/power point will also be utilized for the City Council meeting described in Task 204.

Task 304 **Public Meetings** – No public meetings are included in this scope.

Phase 400 – Utility Coordination

Task 401: **Utility Review Meeting/Coordination (1 Meeting)** – The ENGINEER shall distribute the plans to public and private utility companies for verification of ownership, type, size, and location of their facilities. Time will be included for coordination via the phone and one (1) utility coordination meeting.

- Plans will be submitted to the utility companies at 30% to verify the location of their existing facilities as shown on the plans.
- Plans will be submitted to the utility companies at 60% to allow them to identify potential conflicts with the proposed design and to begin planning for any required relocations or adjustments. A utility coordination meeting will be conducted as part of the 60% review.
- Plans will be submitted to the utility companies at 90% to finalize coordination of any required relocations and adjustments.
- Additional coordination via telephone with individual utility companies will be provided, as necessary.
- Potholing to verify location at key utility crossings may be required. For this project we have included potholing at 5 locations.

Phase 500 – Survey Services

Task 501: **Topographic Survey** – The ENGINEER will perform the necessary topographic surveys which will include existing items such as above ground utilities, trees, road centerline, intersecting streets, drives, cross-sections and profiles necessary to

design and construct the project. The topographic survey will be performed using electronic 'Total Station' and/or GPS equipment technology.

Natural topographic features and man-made features will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. Topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.

The limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information for slope tie-ins. The survey limits will extend 300 feet beyond the end of the project limits. The topographic survey will extend along intersecting streets a minimum distance of 100 feet and will be at least 100 feet in width. Channel meanders will be identified and surveyed along their flowlines for 300 feet from roadway centerline including stream cross sections up and down stream to confirm the hydraulic modeling. The survey limits are defined on the project location map.

Task 502: **Base Map Preparation** – ENGINEER will create the base map using the above topographic survey data. Drawings will be provided in AutoCAD format. The Base Maps will include all topographic information, existing underground and aerial utilities, existing right-of-way lines, lot lines, and property lines.

Task 503: **Control and Land Corners** – The ENGINEER shall provide a list of horizontal control points with coordinates and descriptions. Horizontal control will be referenced to the Arkansas Coordinate System 1983, North Zone. Vertical control will be referenced to NAVD 88.

Horizontal and vertical control will be established using the National Geodetic Survey (NGS) Online Position User Service (OPUS) or from local city monuments, if available.

The ENGINEER will survey section and/or property corners to create the base maps right-of-way drawings.

Bench levels will be run by direct leveling methods, (no "side shots" will be permitted). Levels will close within an allowable error of five-hundredths (0.05) of a foot times the square root of the length of the level loop in miles. The ENGINEER will run a closed level circuit, establishing intermediate benchmarks along the project and on intersecting streets beyond the limits of the project. This level circuit will be tied to NAVD 88.

Task 504: **Utility Locates** – Arkansas One Call will be contacted, and utilities will be drawn from surveying above ground features and will include markings by utility companies resulting from the locate request. Any information supplied by utility companies will also be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The ENGINEER will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

Task 505: **Staking of ROW and Easements** – The ENGINEER, during the ROW Acquisition Phase, will stake the location of the existing and new ROW and new Easement

locations to assist the property owner in visualizing the acquisition lines. Staking will consist of lathe with colored flagging.

Phase 600 – Geotechnical Exploration

Task 601: Field Exploration

ENGINEER to contact Arkansas One Call System to locate underground utilities.

ENGINEER will use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:

- One (1) soil test borings to a depth of 20 feet each

The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower.

- Split spoon and/or thin-walled tube samples will be collected from the soil test borings.
- We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.
- After obtaining groundwater level readings, we will backfill the borings with soil cuttings and patch pavement as necessary.

Task 602: **Laboratory Services** – At our laboratory, unconfined compressive strength, moisture content, and in-place unit weight tests will be performed on representative portions of selected Shelby tube samples. Moisture content tests will be performed on all samples. Atterberg limits tests will also be performed upon representative samples of typical subsurface conditions encountered across this site.

Task 603: **Letter Report – NOT INCLUDED IN THIS SCOPE**.

Task 604: **Evaluation and Geotechnical Design Services** – Upon completion of our field and laboratory exploration we propose to design a single, large block, gravity retaining wall at the outlet of the new storm sewer just north of the intersection of Fox Glove Lane and NW O Street. The height and length of the wall is unknown at this time; however, the following services will be performed, regardless.

- Design of the block retaining wall in accordance with NCMA design guidelines.
- Global Stability Analysis on critical wall section.
- Preparation of design calculations.
- Preparation of construction documents, plans and design notes.

Phase 700 – Environmental Documentation

Task 701: **Desktop Environmental Review** – ENGINEER will review the project for cultural, wetlands and stream, and threatened and endangered species. The review will use desktop resources publicly available or provided by the city. A memo will be provided that summarizes the results of the cultural resources, threatened and endangered species and wetland and stream review.

Cultural Resources Review – ENGINEER will review the national register of historic places to determine potential cultural resources near the project. Should a federal nexus (e.g., nationwide permit) occur, the project will be sent to the SHPO for review.

Threatened and Endangered Species Evaluation – ENGINEER will evaluate the site for any potential issues associated with threatened and endangered (T&E) species. The T&E species evaluation will include a desktop review of threatened and endangered species, which will include using the U.S. Fish and Wildlife Service (USFWS) approved online Information for Planning and Conservation (IPaC) service to analyze the property for the likely presence of federally listed species or T&E species critical habitat.

Wetland and Stream Desktop Review - The wetland delineation and stream assessment consist of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery. The wetland and stream desktop review will determine if a field delineation is needed.

Task 702: **Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation – NOT INCLUDED IN THIS SCOPE**

Task 703: **Cultural Resources Field Study – NOT INCLUDED IN THIS SCOPE.**

Task 704: **Nationwide Permit – NOT INCLUDED IN THIS SCOPE**

Phase 800 – Traffic Studies – NOT INCLUDED IN THIS SCOPE

Phase 900 – Alternative Analysis – NOT INCLUDED IN THIS SCOPE

Phase 1000 – Concept Design (30% plans)

Task 1001: **Hydrologic and Hydraulic Modeling** – ENGINEER will develop a hydrology and hydraulic model to analyze existing (if needed) and proposed storm sewer layouts. ENGINEER will use rational or NRCS curve number method to determine peak flows for the 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year return frequencies. Conceptual storm sewer layout will seek to minimize conflict with existing utilities while considering cost effectiveness and design criteria defined in the project kickoff. It is anticipated that one concept will be presented for discussion to the Client. Presentation will include conceptual level plan and profile exhibits for the recommended storm sewer layout.

Task 1002: **Concept Design Alternatives (Optional):** The ENGINEER will evaluate three conceptual design alternatives for storm sewer layout. ENGINEER will provide to the Client exhibits with hydrology and hydraulic results for each alternative.

Phase 1100 – Preliminary and Right-of-Way Design (60% Plans)

Task 1101: **Preliminary Plans** – This task will be to take the approved concept alternative to 60% complete. The preliminary plans with this project will include detailed storm system profiles, channel grading, and other special grading or considerations that could affect right-of-way or easements. The plans will include location of proposed right-of-way and easements and will be used for utility coordination.

The preliminary plans will include:

- Title Sheet
- General Notes Sheet
- Survey control and alignment sheet
- Typical sections
- Special Grading Plans (if required)
- Drainage Area Map
- Storm Sewer System Plan and Profiles
- Landscaping Preliminary Plans if needed

Task 1102: **Structural Design – NOT INCLUDED IN THIS SCOPE**.

Task 1103: **Construction Phasing and Traffic Control** – ENGINEER will develop a construction phasing plan to ensure general constructability and provide MUTCD typical applications for guidance. The Contractor will be expected to provide detailed traffic control plan if required by the City.

Task 1104: **Landscape Design – NOT INCLUDED IN THIS SCOPE**.

Task 1105: **Rendering Planning – NOT INCLUDED IN THIS SCOPE**

Task 1106: **Hydrologic and Hydraulic Modeling** – ENGINEER will incorporate feedback from client during 30% plans into layout of storm sewer and further refine hydrology and hydraulic models. Engineer will prepare preliminary storm sewer layout sizing, drainage map and profiles for the street storm sewer for inclusion in the 60% plans.

Task 1107: **Design Memorandum** – ENGINEER, as part of the 60% submittal will prepare a design memorandum outlining the design criteria and exhibit for the projects and submit for agreement by the City's Project Manager.

Task 1108: **FEMA Conditional Letter of Map Revision (CLOMR) – NOT INCLUDED IN THIS SCOPE**.

Task 1109: **Right-of-Way/Easement Descriptions** – The ENGINEER will contract with a local abstractor/title company to provide an Ownership and Encumbrance Title Report (O & Es) for use in determining ownership of parcels adjoining the project. Right-of-Way (ROW), Temporary Construction Easements (TCE), and Permanent Drainage/Utility Easement (PDE) descriptions plus exhibits will be prepared for this project. The descriptions and accompanying exhibits will be provided to the City in electronic format on forms provided by the City. Assumed for this project are:

- 6 number of parcels
- 0 New ROW descriptions and exhibits
- 2 PDE descriptions and exhibits
- 4 TCE descriptions and exhibits
- Note that the property owner research and Title work is included under Task 1302.

Task 1110: **Opinion of Probable Cost:** The ENGINEER shall prepare an updated total project opinion of probable cost including engineering, right-of-way, construction, and construction engineering on appropriate forms

Phase 1200 – Final Design Phase (90 and 100 Percent Plans)

Task 1201: **Final Design and Construction Specification Manual** – Continuing with the completed and approved preliminary (60%) construction plans, final construction documents will be developed and submitted to the client for review and comments. After review by Client, ENGINEER will revise final plans and specifications and submit an electronic set of bid documents.

ENGINEER will submit Specifications and Special Provisions with this submittal. Scope assumes the specification front end documents and construction contract documents are provided by the City.

Final design plans will include the following sheets and information:

- Cover sheet and location map
- General notes and summary of quantities
- Survey reference and existing and proposed easement limits. Property line and ownership information
- Typical sections
- Surface drainage design
- Plan and profiles
- Cross sections (if needed)
- Grading plans
- Traffic control plan
- Erosion and sediment control plan
- Details

Task 1202: **Structural Design – NOT INCLUDED IN THIS SCOPE**.

Task 1203: **Construction Phasing and Traffic Control** – ENGINEER will develop a construction phasing plan to ensure general constructability and provide MUTCD typical applications for guidance. The Contractor will be expected to provide detailed traffic control plan if required by the City.

Task 1204: **Landscaping Design – NOT INCLUDED IN THIS SCOPE**.

Task 1205: **Hydrologic and Hydraulic Modeling** – ENGINEER will update hydrology and hydraulic models with any revisions to 60% plans.

Task 1206: **Permits** – The ENGINEER shall prepare and submit on behalf of the Client the following permits, agreements, certifications, and forms.

- SWPPP - NPDES Permit if required
- Short Term Activity Authorization Permit if required

Task 1207: **Opinion of Probable Cost:** The ENGINEER shall prepare an updated opinion of probable construction cost based on the proposed improvements.

Phase 1300 – Right-of-Way Acquisition

The ENGINEER will conduct Right-of-Way and Easement Acquisition services as described below. For this project we have assumed 6 parcels.

Task 1301: **Right of Entry** – Obtain verbal or written right of entry from impacted landowners for various field work associated with the project. The database and notification work per Task 301 and 302 is included under this Task 1301.

Task 1302: **Ownership Research/Title Research** – ENGINEER shall complete initial research to identify impacted landowners and shall coordinate through a title company to obtain title reports and/or commitments as needed to support survey work and acquisition closings.

Task 1303: **Appraisal** – ENGINEER shall sub-consultant appraisal services through one or more appraisal firms. Independent appraisal reviews by a secondary appraiser are not contemplated in this work.

Task 1304: **Negotiation** – ENGINEER shall make initial offers to impacted landowners based upon the ROW and Easement descriptions, associated exhibits, plans, and appraised values, and negotiate settlements where necessary.

Task 1305: **Agreement preparation and closings** – ENGINEER shall prepare option or purchase agreements and associated deeds based upon the City's standard forms. ENGINEER shall coordinate closings through a title company.

Task 1306: **Matrices and Call Logs** - ENGINEER shall update and maintain matrices and call logs to track acquisition progress and make that information available to the City through Smartsheet.

Phase 1400 – Bidding Phase

Task 1401: **Bidding** –

- Advertise for and obtain bids for the proposed work
- Answer Requests for Information (RFIs)
- Prepare Addenda
- Attend Bid Opening

Phase 1500 – Construction Phase Services

Construction Phase Services – The scope of this work includes the pre-construction preparation, construction staking, observation and administration, materials testing, post-construction documentation and project closeout for the project. The estimated fee is based on 180 calendar days.

Task 1501: **Construction Staking (one time)**

- Stake survey control points for general contractors use (one time).
- Stake Right-of-Way
- Stake Temporary Construction Easements

- Stake storm water structures
- Stake driveway and street saw cuts for demolition
- Stake waterline and fire hydrants
- Stake sidewalks and ADA ramps
- Stake curb and gutter
- Stake driveways

Task 1502: Construction Administration

- Assist the City in planning and conducting a pre-construction meeting
- Perform review of shop drawings and materials submittals and issue back to contractor.
- Provide professional review and coordination throughout construction, including periodic attendance at progress meetings, schedule reviews, dealing with contractor and utility issues, issuance of field orders, work change directives, and change orders, and review and approval of contractor's pay applications.
- Receive contractor requests for interpretation or clarification on the intent of the contract specifications during construction and issue responses as required. Coordinate with the City, the communication of such responses to the prime contractor.
- Determine whether or not the contractor is generally adhering to the specifications and plan documents, and schedule through on-going observations.
- Report to City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with the contract documents.
- Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
- Provide review of final documentation including the final pay estimate, final change order and punch list review.
- Provide Record Drawings based on plan markups provided by the contractor.

Task 1503: Landscaping Construction Services – NOT INCLUDED IN THIS SCOPE

Task 1504: Construction Observation and Materials Testing

- Construction Observer(s) to review plans and construction documents and set up appropriate field documentation books.
- Perform full and part-time construction observation and document the work in progress.
- Compile a daily diary that documents weather conditions, contractor(s) construction activity, contractor's personnel, equipment utilized, and discovered irregularities in the materials used or quality of work performed.
- Determine the contractor's compliance with the contract and specifications and reject work and/or materials that are not in compliance.
- Provide observation and documentation of the project traffic control and detour signage and communicate deficiencies to the contractor.
- Provide construction materials testing and reporting in accordance with the testing frequencies outlined in Article 800 of the City's Minimum Standard Specifications for Streets and the Arkansas Department of Transportation LPA manual, including concrete air, slump and cylinders; soil and base rock proctors and Atterberg limits; aggregate gradations and deleterious substances; soil density testing; aggregate

base rock density testing; storm sewer trenches; asphaltic concrete density testing by nuclear gauge; and asphalt content of hot mix asphalt.

Task 1505: Project Closeout

- Certification of Project – ENGINEER shall provide a certification that the project has been constructed in accordance with the Record Drawings.

- As-built survey – ENGINEER will conduct a survey of the completed project to verify the as-built condition. The survey will include roadway centerline, all storm drainage related elements such as top and inverts of drainage structures, verification of culvert dimensions and pipe diameters, top of any berms and any detention basins. Curbs, sidewalks, multi-use paths, driveway and other roadway elements will not be surveyed unless a design change was made during construction.

- Record Drawings – ENGINEER will prepare record drawings reflecting information gathered during the as-built survey and from markups provided by the contractor.

Task 1506: Letter of Map Revision – NOT INCLUDED IN THIS SCOPE

DELIVERABLES:

- Project Management Plan & Quality Management Plan
- Meeting notes
- Design Memorandum
- Electronic plan submittals for concept, preliminary and final designs
- Opinions of probable construction costs with each submittal
- Contract documents and specifications for the final design submittal
- Two recorded presentations
- Environmental Review Memo
- Signed option or purchase agreement and/or final signed conveyance deed
- Appraisal report for each acquisition
- Final Call Log and Matrix
- Title policies (if applicable)
- Construction Reports
- Record Drawings

ASSUMPTIONS:

We have made assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- Plans will be completed for one bid package. Splitting the plans into multiple plan sets would require a contract amendment.
- All permit and mitigation fees will be paid by the Client.
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities. If City owned waterline and sanitary sewer relocation design is needed, a contract amendment for those services will be needed.
- Geotechnical boring locations are easily accessible from the existing roadway. Costs related to mud-matting and clearing operations to achieve access are the responsibility of the Client.

- The field check can be completed while mobilized for the other projects. No special trip will be required.
- Manhole, steps, collars, and riser details can utilize APWA or City standards.
- The Bills of Reinforcing for drainage or transition structures will be prepared by the Contractor for review and approval by the Engineer prior to construction. Reinforcing will be made subsidiary to the structural concrete bid items.
- Standard curb or area inlets will be utilized. No special details will be required.
- ROW Acquisition fees are estimated on a per parcel basis.
- ENGINEER shall attend up to two (2) in-person meetings per owner for ROW negotiations/acquisitions.
- Assumes one appraisal for each acquisition.
- Assumes that each acquisition will be staked and will close through a title company.
- No Phase I environmental due diligence for acquisitions
- Assumes that negotiations to acquire property will begin at completion of the 60% design plans.
- Assumes that there are no total acquisitions or relocations.
- ENGINEER is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. ENGINEER's sole obligation is to report its observation, inspection and test results to Client as provided herein. The above Scope of Work was prepared without the anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors for the project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out-of-scope services. ENGINEER will notify the City if construction testing frequencies and site visits are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services.
- The estimated hourly fee shown for construction staking is an estimate based on one-time staking of each of the specified elements. The City understands that the Contractor may or may not request all the items contained in this estimate. Additionally, there may be items not shown in this estimate that the Contractor may request ENGINEER to stake. Re-staking or additional staking beyond that estimated shall be considered additional services and will be billed hourly.
- Observation is estimated at approximately part-time and assume that that at least two projects are under construction during the same period. Days are estimated at 5-hour days and includes travel time. Field testing is estimated at 2-hours per day including travel time. Time required beyond the estimated days may require a contract amendment. Labor for lab testing is included in the unit price for the test.
- Construction testing, inspection, observation and management does not include relocations for private utilities (gas, communications, etc) and utility relocations prior to the selected contractors notice to proceed.
- Fees are an estimate of the actual work necessary to complete the work and Olsson can shift funds between contract phases and tasks as necessary to complete the work. Fees cannot be shifted to a future phase until the current phase has been submitted and accepted by the City.
- Other assumptions identified within the scope of services.

EXCLUSIONS: Exclusions include, but are not limited to, the following:

- Conditional Letter of Map Revision (CLOMR) and LOMR
- Updating of the FEMA model
- Concrete jointing plan

- Pedestrian detour plans
- Detailed Construction Traffic Control or Phasing Plans
- Water quality design
- Environmental investigation, permitting beyond those noted in the scope including:
    - Individual Section 404 Permit Application
    - Additional Site Visits with the US Army Corps
    - Agency or Client Meetings, Other Than Phone Call Discussions
    - Changes in Project Design or Location Requiring Changes to the Report
    - Migratory Bird Treaty Act Nesting Surveys
    - Bald and Golden Eagle Nest Surveys
    - Agency Requested Threatened and Endangered Species-Specific Survey
    - Further coordination with USFWS and any further assessments.
    - Agency Requested Historic or Cultural Resource Surveys
    - Wetland Mitigation Services beyond those indicated in the scope of services
    - Noise Studies
    - Archaeological surveys
- Environmental Assessment
- Environmental Impact Statement
- Renderings, 3D Modeling, and visualization
- Bills of Reinforcing for drainage and transition structures
- Design of Seal Courses/Dewatering
- Design of temporary shoring
- Any services not specifically detailed in the scope.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
   a. Record date of receipt of Shop Drawings and samples.
   b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
   c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
   a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
   b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
   c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
   a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
   b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
   a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
   b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
   c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
   d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
    b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

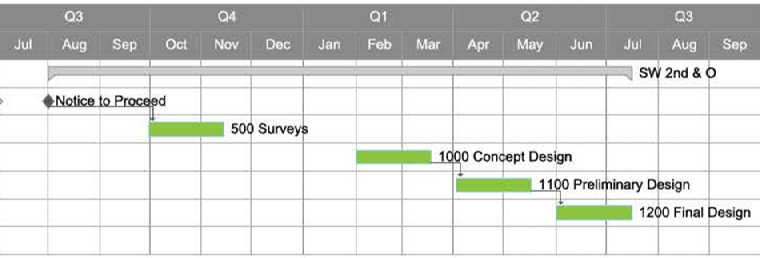
Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SW 2nd & O

ROW Acquisition, Utility Relocation, and Construction not shown on schedule. ROW Acquisition and Utility Relocation may impact schedule.

	Task Name	Start	Finish	Duration
1	SW 2nd & O	08/01/21	07/15/22	349d
2	Notice to Proceed	08/01/21	08/01/21	0
3	500 Surveys	09/30/21	11/13/21	45d
4	1000 Concept Design	02/01/22	03/17/22	45d
5	1100 Preliminary Design	04/02/22	05/16/22	45d
6	1200 Final Design	06/01/22	07/15/22	45d
7				



BENTONVILLE - SW 2ND STREET AND O STREET - APPENDIX C

Wednesday, June 2, 2021

FEE SUMMARY BY EMPLOYEE CLASSIFICATION					
Personnel		**Total Hr.**	**2021 $ Per Hr.**	**Labor Cost**	**Total Cost**
Principal / Senior Project Manger	PRIN/SPM	0	$274.00	$0	$0.00
Project Manager / ROW Manager	PM/RWM	48	$217.00	$10,416	$10,416.00
Senior Manager	SM	117	$203.00	$23,751	$23,751.00
Technical Manager 2	TM2	0	$193.00	$0	$0.00
Technical Manager 1	TM1	76	$182.00	$13,832	$13,832.00
Senior Engineer 2	SE2	0	$158.00	$0	$0.00
Senior Engineer 1	SE1	0	$147.00	$0	$0.00
Project Engineer / Designer / Const Manager	PE/DES/CM	273	$131.00	$35,763	$35,763.00
Engineer 3 / Senior Technician	E3 / SR TECH	258	$119.00	$30,702	$30,702.00
Engineer 2 / Public Professional / Project Scientist	E2/PP/PS	10	$108.00	$1,080	$1,080.00
Engineer 1 (Assistant Engineers)	E1	56	$100.00	$5,600	$5,600.00
Technician / Public Assitant	TECH/PA	130	$67.00	$8,710	$8,710.00
Survey Manager	SURM	2	$154.00	$308	$308.00
Senior Surveyor	SS	31	$122.00	$3,782	$3,782.00
Survey Technician	ST	26	$86.00	$2,236	$2,236.00
2 man Survey Crew	SC2	96	$165.00	$15,840	$15,840.00
Senior Constr Observer / Resident Project Representative	SO/RPR	212	$90.00	$19,080	$19,080.00
Admin	ADMIN	0	$97.00	$0	$0.00
Geotech Engineer	GE	40	$135.00	$5,400	$5,400.00
Sr Geotech Engineer	SGE	0	$210.00	$0	$0.00
Geotech Technician /Constr Observer	GT/CO	0	$90.00	$0	$0.00
Total Labor		1375			**$176,500.00**
Total Expenses					**$42,089.40**
Labor Adjustment for Work Performed in Future Years (3% increase for work in 2022) 2022 work includes 50% of PM & Meetings, 100% of Utility Coord., Public Engagement, Concept, Preliminary Design; Final Design, ROW Acqusition, Bidding and Construction Phase Services.					**$4,360.56**
TOTAL NOT TO EXCEED FEE		**1375**		**$176,500**	**$222,949.96**

Note: Rates shown are for estimating purposes only; actual billing rate is based on the rate for each individual employee and the attached billing rate scheule. Fees for individual phases or tasks may exceed the subtotals shown but total fees shall not exceed the total fee shown.

Wednesday, June 2, 2021

APPENDIX C - EXPENSE SUMMARY

Expenses	Quantity		$ Ea.		Cost
Design					
Travel, mile (car)	2040	MILES	$0.54		$1,091.40
Hotel/Lodging	4	PER NIGHT	$125.00		$500.00
Meals	4	EA	$25.00		$100.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)	0.25	LS	$800.00		$200.00
Subconsultant - Potholing	5	EA	$1,000.00		$5,000.00
Survey					
Design Surveys					
Travel, mile (survey)	480	MILES	$0.75		$360.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Utility Locations	8	PER HOUR	$75.00		$600.00
Miscellaneous Expenses (Lath, hubs, materials, etc.)	1	LS	$250.00		$250.00
Construction Surveys					
Travel, mile (survey)	320	MILES	$0.75		$240.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Miscellaneous Expenses (Lath, hubs, materials, etc.)	1	LS	$250.00		$250.00
Geotech for Design					
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Mobilization		LS	$1,037.00		$0.00
Travel, Drill Rig		MILES	$2.25		$0.00
Travel, Support Truck		MILES	$0.80		$0.00
Traffic Control Permit		EA	$1,000.00		$0.00
Traffic Control		DAY	$2,500.00		$0.00
Drilling, straight auger		LF	$15.00		$0.00
Sampling		EA	$18.00		$0.00
Wireline Rock Coring		LF	$53.00		$0.00
Lab Testing					
Unconfined Compressive Strength - Soils		EA	$50.00		$0.00
Dry Density		EA	$21.00		$0.00
Moisture Content		EA	$15.00		$0.00
Rock Core Breaks		EA	$40.00		$0.00
Atterberg Limits		EA	$95.00		$0.00
Acqusitions					
Travel, mile (car)		MILES	$0.54		$0.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)		LS	$1,000.00		$0.00
Sub Consultant - Appraisals	6	EA	$4,000.00		$24,000.00
Title Work	6	EA	$1,000.00		$6,000.00
Construction Observation and Testing					
Travel, mile (car)	2800	MILES	$0.54		$1,498.00
Hotel/Lodging		PER NIGHT	$125.00		$0.00
Meals		EA	$25.00		$0.00
Mobilization		LS	$1,000.00		$0.00
Lab Testing	1	LS	$2,000		$2,000.00
Observation Trip Charge		EA	$120.00		$0.00
Standard Proctor Tests		EA	$165.00		$0.00
Atterberg Limit Tests		EA	$90.00		$0.00
Sieve Analysis Tests		EA	$60.00		$0.00
Concrete Compression Testing (Cylinders)		EA	$19.00		$0.00
ASTM D6925-Prep & Density of Superpave Gyratory Comp Spec		EA	$290.00		$0.00
ASTM D2041-Theoretical Max Specific Gravity (RICE)		EA	$180.00		$0.00
ASTM D6307- Asphalt Content by Ignition Method		EA	$175.00		$0.00
ASTM D6995-VMA in Compacted Paving Mix		EA	$30.00		$0.00
ASTM D3203-Percent Air Voids in Compacted Paving Mix		EA	$30.00		$0.00
SUBTOTALS					
Design					**$6,891.40**
Survey					**$1,700.00**
Geotech					**$0.00**
Acqusitions					**$30,000.00**
Construction					**$3,498.00**
TOTAL EXPENSES					$42,089.40

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - SW 2ND STREET & O STREET

	Hourly Billing Rate ---->>>	$274.00	$217.00	$203.00	$193.00	$182.00	$158.00	$147.00	$131.00	$119.00	$108.00	$100.00	$67.00	$154.00	$122.00	$86.00	$165.00	$90.00	$97.00	$135.00	$210.00	$90.00			
	Wednesday, June 2, 2021																								
Task No.	**Description of Work Items / Tasks**	**PRIN/SPM**	**PM/RWM**	**SM**	**TM2**	**TM1**	**SE2**	**SE1**	**PE/DES/CM**	**E3 / SR TECH**	**E2/PP/PS**	**E1**	**TECH/PA**	**SURM**	**SS**	**ST**	**SC2**	**SO/RPR**	**ADMIN**	**GE**	**SGE**	**GT/CO**	**Total Manhours**	**Total Labor Fee**	**Subtotal**
100	**PROJECT MANAGEMENT**																								
101	Project Management			30					10														40	$7,400	**$7,400.00**
		0	0	30	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	40		**$7,400.00**
200	**MEETINGS**																								
201	Kickoff Meeting			8					8														16	$2,672	**$2,672.00**
202	Review Meetings (30, 60, and 90%)			6					6														12	$2,004	**$2,004.00**
203	Monthly Progress Meetings (6 virtual meetings)			6					6														12	$2,004	**$2,004.00**
204	Additional Meetings			16					16														32	$5,344	**$5,344.00**
		0	0	36	0	0	0	0	36	0	0	0	0	0	0	0	0	0	0	0	0	0	72		**$12,024.00**
300	**PUBLIC ENGAGEMENT**																								
301	Stakeholder Database - Included in Task 1301																						0	$0	**$0.00**
302	Stakeholder Notifications - Included under Task 1301																						0	$0	**$0.00**
303	Two Pre-recorded Videos or Narrated Powerpoint Presentations								14														14	$1,834	**$1,834.00**
		0	0	0	0	0	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	14		**$1,834.00**
400	**UTILITY COORDINATION**																								
401	Utility Review Meeting/Coordination (2 Meetings)			2		8			8														18	$2,910	**$2,910.00**
		0	0	2	0	8	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	18		**$2,910.00**
500	**SURVEYS**																								
501	Topographic Survey														8	8	44						60	$8,924	**$8,924.00**
502	Base Map Preparation														4	18							22	$2,036	**$2,036.00**
503	Control and Land Corners																12						12	$1,980	**$1,980.00**
504	Utility Locates														1		6						6	$947	**$947.00**
505	Staking of ROW and Easements														2		5						7	$1,069	**$1,069.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	15	26	66	0	0	0	0	0	107		**$14,956.00**
600	**GEOTECHNICAL**																								
601	Field Exploration																			16			16	$2,160	**$2,160.00**
602	Laboratory Services																			16			16	$2,160	**$2,160.00**
603	Letter Report																						0	$0	**$0.00**
604	Geotechnical Design Service																			8			8	$1,080	**$1,080.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	40		**$5,400.00**
700	**ENVIRONMENTAL**																								
701	Desktop Environmental Review									10													10	$1,080	**$1,080.00**
702	Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation																								
703	Cultural Resources Field Study																						0	$0	**$0.00**
704	Nationwide Permit																						0	$0	**$0.00**
		0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	10		**$1,080.00**
800	**TRAFFIC STUDIES**																								
																							0	$0	**$0.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		**$0.00**
900	**ALTERNATIVE ANALYSIS**																								
																							0	$0	**$0.00**
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		**$0.00**
1000	**CONCEPT DESIGN**																								
1001	Hydrologic and Hydraulic Modeling					6			20	40													66	$8,472	**$8,472.00**
1002	Concept Design Alternatives								20	4													24	$3,096	**$3,096.00**
		0	0	0	0	6	0	0	40	44	0	0	0	0	0	0	0	0	0	0	0	0	90		**$11,568.00**
1100	**PRELIMINARY DESIGN**																								

APPENDIX C -STAFF HOUR ESTIMATE - BENTONVILLE - SW 2ND STREET & O STREET

	Hourly Billing Rate---->>>>	$274.00	$217.00	$203.00	$193.00	$182.00	$158.00	$147.00	$131.00	$119.00	$108.00	$100.00	$67.00	$164.00	$122.00	$86.00	$165.00	$30.00	$97.00	$135.00	$210.00	$90.00			
	Wednesday, June 2, 2021																								
Task No.	**Description of Work Items / Tasks**	**PRIN/SPM**	**PM/RWM**	**SM**	**TM2**	**TM1**	**SE2**	**SE1**	**PE/DES/CM**	**E3 / SR TECH**	**E2/PP/PS**	**E1**	**TECH/PA**	**SURM**	**SS**	**ST**	**SC2**	**SC/RPR**	**ADMIN**	**GE**	**SGE**	**GT/CO**	**Total Manhours**	**Total Labor Fee**	**Subtotal**
1101	Preliminary Plans					4			60	24													88	$11,444	**$11,444.00**
1102	Structural Design																						0	$0	**$0.00**
1103	Construction Phasing & Traffic Control		2						1	2		2											7	$1,003	**$1,003.00**
1104	Landscaping Design																						0	$0	**$0.00**
1105	Rendering Planning																						0	$0	**$0.00**
1106	Hydrologic and Hydraulic Modeling					1			1	12													14	$1,741	**$1,741.00**
1107	Design Memorandum					1			1	25													27	$3,288	**$3,288.00**
1108	FEMA Conditional Letter of Map Revision																						0	$0	**$0.00**
1109	ROW and Easement Descriptions (Assume 5)														12			12					24	$2,544	**$2,544.00**
1110	Opinion of Probable Cost		1						4	16													21	$2,645	**$2,645.00**
		0	3	0	0	6	0	0	67	79	0	2	0	0	12	0	0	12	0	0	0	0	181		**$22,665.00**
1200	**FINAL DESIGN**																								
1201	Final Plans and Construction Specification Manual					4			80	32													116	$15,016	**$15,016.00**
1202	Structural Design																						0	$0	**$0.00**
1203	Construction Phasing & Traffic Control			1						2		2											5	$641	**$641.00**
1204	Landscaping Design																						0	$0	**$0.00**
1205	Hydrologic and Hydraulic Modeling					2			2	4													8	$1,102	**$1,102.00**
1206	Permitting					2				16													18	$2,288	**$2,288.00**
1207	Opinion of Probable Cost		1						4	16													21	$2,645	**$2,645.00**
		0	1	1	0	8	0	0	86	70	0	2	0	0	0	0	0	0	0	0	0	0	168		**$21,672.00**
1300	**ROW ACQUISITION**																								
1301	ROW acquisition		4	4								4											12	$2,080	**$2,080.00**
1302	Ownerships		2	2								2											6	$1,040	**$1,040.00**
1303	Appraisals		2	2								2											6	$1,040	**$1,040.00**
1304	Negotiations		16	16								20											64	$9,136	**$9,136.00**
1305	Agreements and Closing		16	16								20											62	$8,730	**$8,730.00**
1306	Call Logs		4	4								4											12	$2,080	**$2,080.00**
																							0	$0	**$0.00**
		0	44	46	0	0	0	0	0	0	0	52	0	0	0	0	0	0	0	0	0	0	142		**$24,086.00**
1400	**BIDDING**																						0	$0	**$0.00**
1401	Bidding Phase Services			2		4				25													31	$4,109	**$4,109.00**
		0	0	2	0	4	0	0	0	25	0	0	0	0	0	0	0	0	0	0	0	0	31		**$4,109.00**
1500	**CONSTRUCTION PHASE SERVICES**																								
1501	Staking													2	4		14						20	$3,106	**$3,106.00**
1502	Administration					30				40													70	$10,220	**$10,220.00**
1502	Landscaping Construction Services																						0	$0	**$0.00**
1503	Observation and Testing												130					200					330	$26,710	**$26,710.00**
1504	Project Closeout					14			12								16						42	$6,760	**$6,760.00**
1505	FEMA Letter of Map Revision																						0	$0	**$0.00**
		0	0	0	0	44	0	0	12	40	0	0	130	2	4	0	30	200	0	0	0	0	462		**$46,796.00**
																							1375		
	Total Manhours	0	48	117	0	78	0	0	279	258	10	58	130	2	31	28	86	212	0	40	0	0	1,375	$176,500	**$176,500.00**	**$176,500.00**
	Total Labor	$0	$10,416	$23,751	$0	$13,832	$0	$0	$35,769	$30,702	$1,080	$5,800	$8,710	$308	$3,782	$2,236	$15,840	$19,080	$0	$5,400	$0	$0		$176,500	**$176,500.00**
	Total Expenses																								**$42,089.40**
	Labor Adjustment for Work performed in Future Years																								**$4,360.56**
	Total Not to Exceed Fee																								**$222,949.96**

olsson

LABOR RATE BILLING SCHEDULE 2021

LABOR RATES

Description	Range
Principal/Senior Professional.....	140 - 275
Project Manager.....	110 - 180
Project Professional.....	90 - 145
Assistant Professional.....	60 - 125
Designer.....	70 - 135
CAD Operator.....	40 - 100
Survey.....	50 - 140
Survey Crew.....	120 - 160
Construction Services.....	50 - 170
Administrative/Clerical.....	40 - 100

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

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

Classification	Cost
Automobiles (Personal Vehicle)	$0.56/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Updated for Year 2021

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH OLSSON INC., FOR ENGINEERING AND PROJECT SERVICES FOR SW 2ND AND O STREET.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Olsson Inc. for engineering and project services for SW 2nd and O Street (MUNIS #21EN0020) in an amount of $222,949.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into an amended agreement with FTN Associates, Ltd. for Little Osage Tributary 2 (LOT2). Amendment 4 adds additional survey to the scope.

Estimated Cost	**$7,200.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Amendment 4 will be paid for out to the Improvement-Drainage -Street (47382) account.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Tuesday, June 29, 2021

Re: FTN Amendment 4 for Little Osage Tributary 2 (LOT2)

Project Description:

The City of Bentonville has a contract with FTN Associates, Ltd to perform a drainage study of LOT2. The extents of the study include Tributary 2 from SE C Street to the confluence with Little Osage Creek.

Amendment 4 will add additional survey to FTN's contract that will be used for reporting and LOMR requirements needed for a submission to FEMA. The cost of this amendment will be $7,200.00 and will come from the street account for drainage.

Staff requests approval of a resolution allowing the Mayor to enter into an amended agreement with FTN, Ltd.

Please contact me with any questions or concerns regarding this amendment. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

SUGGESTED FORMAT
(for use with E-500, 2002 Edition)

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 27, 2013.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

1. Background Data:

   A. Effective Date of Owner-Engineer Agreement: February 27, 2013

   B. Owner: City of Bentonville

   C. Engineer: FTN Associates, Ltd.

   D. Project: Tributary 2 Little Osage Creek Drainage Improvements, Featherson to Southwest "I" Street

2. Nature of Amendment [Check those that are applicable and delete those that are inapplicable.]:

   ✔ Additional Services to be performed by Engineer.

   Modifications to Services of Engineer.

   Modifications to Responsibilities of Owner.

   ✔ Modifications to Payment to Engineer.

   ✔ Modifications to Time(s) for rendering Services.

   Modifications to other terms and conditions of the Agreement.

3. Description of Modifications:

   Attachment 1, "Modifications"
   [List other Attachments, if any]

The cost of this Amendment shall not exceed $7,200.00.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
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Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:	ENGINEER:
By: _____	By: [redacted]
Title: _____	Title: Project Manager
Date Signed: _____	Date Signed: May 27, 2021

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
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This is **Attachment 1**, consisting of 1 page, to Amendment No. 4, dated May 27, 2021.

Modifications

[Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

1. Engineer shall perform the following Additional Services, to be added under Section A.1.02.A.3 of original contract:

   A. Coordinate with survey subconsultant and obtain additional field survey and topographic data as required for Letter of Map Revision (to be performed as described in the modifications to original scope Section A.1.03). Survey data will be gathered to represent as-built data for structures crossing Little Osage Tributary 2 (LOT2)

   B. Field survey data obtained will be certified by the subconsultant as to general compliance with FEMA requirements for vertical and horizontal accuracy and will include data representing the geometry of three structure crossings and topography consisting of ground elevations as necessary.

2. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

   None.

3. DELETED.

4. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

   A. For Task 1.a. and b., $7,200.

5. The schedule for rendering services is modified as follows:

   A. Task 1.a. and b. shall be completed within 15 days after receipt of the signed contract modification and construction is completed in the additional survey area(s).

6. DELETED

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH FTN, LTD. FOR THE LITTLE OSAGE TRIBUTARY 2 (LOT2) PROJECT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an amended agreement with FTN, Ltd. for Little Osage Tributary 2 (LOT2) project in an amount of $7,200.00 as set forth in the Professional Services Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)					
☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Budget Adjustment to pay for Amendment 4 with FTN, Ltd. for the Little Osage Tributary 2 (LOT2) project.

Estimated Cost	**$7,200.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Amendment 4 will be paid for out to the Improvement-Drainage/Street (47382) account.

Budget Adjustment Request

Date of City Council Meeting	7/13/2021
Department	Engineering
Submitted by	Dan Weese
Phone	(479) 254-2024

Purpose of Budget Adjustment *(Enter purpose in space below):*
Budget Adjustment encumbering funding for FTN Amendment 4.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	47382	Improvs-Drainage-Street		$ 7,200.00
		Totals	$ -	$ 7,200.00
		Net Impact on Fund Balance	$	(7,200.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				

Agenda Item Form

Date of City Council Meeting	**13-Jul-21**
Department	**Parks and Recreation**
Submitted by	**David Wright**
Phone	**(479) 271-6813**

Item Type: (*Check All That Apply*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution authorizing the Mayor and Clerk to enter into an agreement with CEI for the design of the Razorback Greenway Realignment Project, in the amount of $190,675.00. The total amount includes $63,500.00 for basic services and $127,175.00 for additional reimbursable expenses. CEI was selected using the City's standard SOQ selection process for professional services in accordance with state law.

Estimated Cost	**$190,675**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is being paid via grant recieved from the Walton Family Foundation.

Memo

To:	City Council, Mayor Orman
From:	David Wright, Parks and Recreation Director
Date:	June 22, 2021
Re:	Resolution for the City contract with CEI for design services for the P Street Trail Re-Route Project.

Staff is requesting a City Council resolution to authorize an agreement with CEI for design and engineering services for the Razorback Greenway re-alignment project. The project has a total cost of approximately $190,675.00. $63,500.00 is for basic services and an additional $127,175.00 is for reimbursable expenses.

CEI will perform complete design services for the important re-route of the Razorback Greenway. CEI has project history and is a local engineering and survey firm that will provide the necessary services that will be required to complete the design task.

Walmart and the NWA Trailblazers are funding the design and construction of the SE 14th Street bike and pedestrian tunnel and the northern tunnel trail approach. This trail project will start at the southern edge of the new tunnel and will run approximately 2000 feet south to connect to the existing trail behind the Bentonville High School.

Funding for this project design is via a grant from the Walton Family Foundation. ARDoT has awarded the City of Bentonville a $500K grant that will be used to help pay for construction costs.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

Attachments:
Agreement with CEI

3108 SW Regency Parkway
Bentonville, AR 72712 / (479) 273-9472
CEI Contact: Zachary Hoyt – zhoyt@ceieng.com

City of Bentonville
P Street Trail
Bentonville Arkansas
Proposal for Engineering Services
June 3, 2021

I. PROJECT DESCRIPTION

Thank you for the opportunity to present this proposal for an approximate 2,000 LF trail located just west of P Street and south of 14th street (Hwy 102) in Bentonville Arkansas. It is our understanding this will be a 10' wide concrete trail that will start at the existing Razorback Greenway Trail on the south and connect to a tunnel that goes under Hwy 102 to the north. It is also our understanding the tunnel design will be by others. CEI will coordinate with others for the connection point to the north.

Through our initial studies of this site, we have found there is significant floodway and floodplain within the limits of the trail. Initial studies also suggest CEI will be able to balance the cut and fill in this area for the trail; therefore, CEI does not believe a CLOMR/ LOMR process will be required. Should a CLOMR/ LOMR be required by City officials after cut and fill is balanced, fees are listed below and will be utilized for those studies.

This proposal includes topographic survey, design/ construction plans for approximately 2,000 LF of 10' wide concrete trail, design and coordination of and for a box culvert to convey water through the ditch to the north, coordination with others concerning tunnel under highway 102, permitting through the City of Bentonville Large Scale process, project specifications, contractor bidding, and Construction Observation/ Administration.

II. SCOPE OF BASIC SERVICES

A. Topographic Survey

CEI shall perform a Topographical Survey of said property, consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Topographic survey will include above-ground physicals and underground utilities. Location of underground utilities will be based on evidence found during the survey, markings by One Call service, and utility plans provided by Client.

Fees..... $ 5,000.00

Reimbursable expenses are excluded from the fee quoted above. Reimbursable expenses associated with this phase of services are estimated to be $250 to be invoiced in accordance with Section VI below.

B. Construction Documents

CEI shall provide design documentation based on conceptual design route as provided by the Client. CEI shall provide construction and design details for the pedestrian trail, grading, drainage, paving, accessible ramps and site stabilization. Preliminary site and grading plans shall be prepared and submitted to the Client for approval (30% plans). In the event an alternate path location is necessary or requested following completion of the 30% plan set, revisions will be subject to additional fees to be negotiated with Client. Design plans shall be submitted to the Client at 30/60/90% completion for coordination and revision. Upon Client approval of the final civil documents, CEI will provide final design documents and details and process permits with the City of Bentonville, as required for the Project.

The following drawings are proposed with this phase of services. It is anticipated that multiple match-line sheets will be required due to the length and scope of the project.

Cover Sheet
Overall Site Plan
Trail Site/Grading Plan(s)/Profiles(s)
Erosion Control Plan(s)
Traffic Control Plan(s)
Detail Sheet(s)

Fees..... $ 25,000.00

C. Permitting and Coordination

Large Scale Development plans shall be submitted to the City of Bentonville for review. Adjacent utilities shall be coordinated with the service providers for any relocations necessary. Comments received from the City of Bentonville shall be addressed. CEI shall represent the project at pre-application and jurisdictional Planning Commission meetings as required.

Permitting services do not include environmental permitting such as endangered species mitigation, wetland mitigation, or changes to FEMA-regulated floodplains. Preliminary coordination with the City of Bentonville has concluded that no CLOMR/LOMR will be required if CEI can prove earthwork cut and fill is balanced appropriately. CEI will still be required to submit a Floodplain Development Permit and a 'no-rise' letter of logic to the local Floodplain Administrator.

Fees..... $ 6,000.00

D. Stormwater / Drainage Design

CEI shall preform a limited drainage study to analyze stormwater discharges and to determine the size and type of structures as may be required. Drainage improvements as required, shall be designed and detailed on the Grading and Drainage Plans and submitted, as required, for regulatory approval. Drainage improvements, including but not limited to, the proposed box culvert to convey Osage Tributary 1 to the south via the grass swale that is located south of 14th St. (Hwy 102).

Stormwater Pollution Prevention Plan

CEI shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the state and local jurisdictional requirements. CEI expects the project to fall under the classification as a Small Site with less than 5 acres disturbed and no requirement for submittal of a Notice of Coverage under the General Permit. All application fees paid by CEI will be charged as a reimbursable expense according to Section VI below.

Fees..... $ 3,500.00

E. Construction Administration / Construction Observation

CEI shall facilitate administration of construction including coordinating pre-construction meeting, construction recommendations and alternatives, review contractor RFIs and shop drawings, submittals, project site observations, review of payment applications, and coordinate final inspections and closeout with the City of Bentonville.

Estimate of cost for services as given below is based on the following assumptions: construction duration is 4 months or roughly 16, 5-day weeks. Construction observation averaging (2) 2-hour site visits per week and 1-hour average construction engineer and/or Project Manager administration, which totals to approximately 5 hours per week.

Fees..... $ 13,000.00

F. Geotechnical Report

Geotechnical investigation of soils conditions shall be completed. Soil properties shall be evaluated, and recommendations provided for earthwork and suitability of site soils for the proposed trail construction. Construction phase materials testing is not included in the scope of this proposal.

Fees..... $ 4,000.00

G. Construction Specifications and Bidding

CEI shall provide required bidding support as requested by The City of Bentonville. Services to include cost estimates, construction specifications, bidding coordination and administration, contractor qualifications, and recommendation of award.

Fees..... $ 5,000.00

H. Reimbursables

The scope of services listed above is intended as fee only and does not include reimbursable expenses such as application fees, reprographics, etc. See Section VI of this agreement for an explanation of reimbursable expenses that may be incurred during production of project documents and permitting approval.

Fees..... $ 2,000.00

***Total Fees*..... $63,500.00**

III. SCOPE OF ADDITIONAL SERVICES (AS REQUIRED)

A. FEMA Floodplain Modeling

If earthwork cut and fill is not balanced, then the trail installation will impact the FEMA 100-year floodplain. Trail grading shall be performed in accordance with FEMA modelling standards and requirements to determine impacts to the Base Flood Elevation within the floodplain. Currently, this site is in Zone AE, according to FEMA Firm map 05007C0255K. Strategies to achieve a no-rise condition within the regulated floodplain will be implemented. If such no-rise condition is determined to be infeasible, FEMA permitting as outlined in Subsection B will be necessary.

Fees..... $ 16,000.00

Reimbursable expenses are excluded from the fee quoted above. Reimbursable expenses associated with this phase of services are estimated to be $1,000 to be invoiced in accordance with Section VI below.

B. LOMR Survey/As-Built Survey

CEI shall provide an As-Built survey consisting of improvements to the bridge after completion of construction. Utility information will be taken from approved design plans used during construction that will be provided by Client. Survey will include 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. All work will be supervised by an Arkansas Professional Land Surveyor.

Fees..... $ 3,500.00

C. FEMA Conditional Letter of Map Revision (CLOMR)

CEI will provide services to perform the flood study and analyses required to model the proposed grading for the proposed trail. Hydrologic and hydraulic analyses will be performed in accordance with FEMA's generally accepted methods for conveyance of the 100-year event and 500-year overflow. It is anticipated that the hydraulic model for this project will tie into existing FEMA models immediately upstream and immediately downstream of this project. CEI will submit the hydraulic model and necessary applications for the FEMA CLOMR. CEI will provide coordination and revision services reasonably associated with gaining FEMA approval of the CLOMR. The scope of services for this proposal will include a preliminary site and grading plan sufficient for the purposes of meeting the minimum requirements for submittal of the CLOMR as well as coordination and approval with the local floodplain administrator and the FEMA reviewer.

Fees..... $ 8,000.00

Reimbursable expenses are excluded from the fee quoted above. Reimbursable expenses associated with this phase of services are estimated to be $7,475 to be invoiced in accordance with Section VI below.

D. FEMA Letter of Map Revision (LOMR)

CEI will evaluate the completed project and collect certain survey data necessary for completion and updating of the hydraulic model. Once completed, CEI will compile the necessary documentation for submittal to FEMA to complete the LOMR process. This portion of the scope includes coordination and approval with the local floodplain administrator and the FEMA reviewer.

Fees..... $ 18,500.00

Reimbursable expenses are excluded from the fee quoted above. Reimbursable expenses associated with this phase of services are estimated to be $9,200 to be invoiced in accordance with Section VI below.

E. Reimbursable Expenses CLOMR/LOMR

The scope of services listed above does not include application fees associated with RFP Additional Services Items A, C and D. The estimated total FEMA application fees are provided below, within this Subsection. All FEMA fees not included in the price below will be the responsibility of the Client to pay.

Fees..... $ 17,675.00

Total Additional Services Fees $127,175.00

Total fees include fixed fees, estimated reimbursable expenses and hourly fees, and fee allowances, if any; construction staking fees are not included. Actual final total fees due may vary.

IV. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

A. Retainer

No retainer is required for this project. A credit limit has been established for Client on this specific project and timely payments are required in order to avoid a cessation of work. This retainer shall be held and then applied to the final bill of this project. Payment for services shall not be dependent on receipt of reimbursement from other parties.

B. Project Documents

Client shall provide the following:

1. *Access to the Site*

C. Lien Releases

If the Client requests lien releases, the Client shall be responsible for the administrative costs, associated with processing lien releases at a rate of $100.00 per release.

D. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of $1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

V. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the follow services:
  - Environmental studies/report (e.g. Phase I & II ESAs)
  - Traffic study/report
  - Water flow test/distribution report
  - Historical and archeological studies
  - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc required for Large Sites (minimum 5 acres disturbed).
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians *(design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects)*
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Construction staking

- As-built survey/preparation of final record drawings

Boundary Issues
Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

VI. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

ARKANSAS (01-01-21)	
Officer / Branch Manager	$ 225.00
Department Manager	$ 205.00
Senior Project Manager	$ 195.00
Program Manager	$ 185.00
Project Manager	$ 175.00
Assistant Project Manager	$ 145.00
Senior Project Engineer	$ 175.00
Project Engineer	$ 150.00
Registered Landscape Architect	$ 145.00
Registered Land Surveyor	$ 140.00
Survey Project Manager	$ 140.00
Assistant Survey Project Manager	$ 110.00
Sr. Survey Party Chief	$ 105.00
Survey Party Chief	$ 90.00
Survey Technician	$ 90.00
Field Specialist	$ 75.00
Senior Project Designer	$ 125.00
Project Designer	$ 110.00
CAD Designer	$ 100.00
CAD Technician	$ 85.00
Construction Observer	$ 95.00
Office Administrative Manager	$ 105.00
Program Assistant	$ 85.00
Administrative Assistant	$ 75.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another engineering consultant to provide services outside of our area of practice, cost of such services will be charged at actual invoice cost, subject to prior approval by client.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

V. **CREDIT POLICY**: Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

Client's Initials _____

Required for contract to be valid

STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE
Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by engineers currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any utility services: or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS
All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS
Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE
CEI maintains the following insurances:
Worker's compensation of a form and in an amount as required by law and employer's liability insurance of $1,000,000.
Comprehensive general liability with limits of $4,000,000 ($2,000,000 per occurrence), and automotive liability insurance with limits of $1,000,000 combined single limit.
Excess liability umbrella insurance of $5,000,000.
Professional liability insurance with a limit of $2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client will pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY
The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

INDEMNIFICATION
The Client shall indemnify, hold harmless and defend CEI, its officers, directors, employees, consultants, and subconsultants from and against liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising negligence, reckless, or intentional acts or omissions by Client, its officers, directors, shareholders, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional. Nothing contained herein shall waive any governmental immunity Client may be entitled to by law.

CEI will indemnify and hold harmless the Client, its officers, directors, employees, consultants, and subconsultants from and against liabilities, damages, or expenses, including without limitations legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of negligence, reckless, or intentional acts or omissions by CEI, its officers, directors, shareholders, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional.

Further, the Client shall, to the fullest extent of the law, indemnify, defend and hold harmless CEI, its directors, officers, employees, agents and subcontractors from and against all claims or action, based on, or arising out of, damages or injuries to persons or property caused by, or arising out of, any hazardous, and/or toxic substances present at the site where CEI and/or its subcontractors have performed work. Nothing contained herein shall waive any governmental immunity Client may be entitled to by law.

In accordance with generally accepted construction practices, the Client and Client's contractors shall be solely and completely responsible for the conditions of the job site, including the health and safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the construction site.

DISPUTE RESOLUTION
Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association. Absent resolution by mediation they agree to binding arbitration under the Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY
Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION
During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS
Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

AMENDMENTS
The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI engineering Associates, Inc and the Client.

SUCCESSORS AND ASSIGNS
CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION
Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

PROVIDED DATA
Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or emission due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressively written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontracts regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

VI. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED: Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. Two copies of this Proposal and Agreement shall be signed by the Client and one copy shall be returned to CEI.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind Contracting Entity	Print Name	Title	Date
[redacted]			
Signature, CEI Engineering Associates, Inc.	Print Name	Title	Date

BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS
NASHVILLE | OKLAHOMA CITY | PHILADELPHIA | PHOENIX

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH CEI ENGINEERING FOR THE DESIGN OF THE RAZORBACK GREENWAY REALIGNMENT PROJECT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with CEI Engineering for engineering services related to the design of the Razorback Greenway Realignment Project, as set forth in the agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Parks and Recreation**
Submitted by	**David Wright**
Phone	**(479) 271.6813**

Item Type: ***(Check All That Apply)***

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Council approval of a budget adjustment in the amount of $190,675.00 to recognize the revenue and allocate expenses for the design services of the Razorback Greenway realignment project at Highway 102 / P Street.

Estimated Cost	**$190,675**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded ***(briefly explain in space below)*** **:**

Grant Revenue

Budget Adjustment Request

Date of City Council Meeting	7/13/2021
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Purpose of Budget Adjustment *(Enter purpose in space below):*
Budget adjustment recgonzing grant revenue and $190,675 in expenses for the Razorback Greenway Realignment south of 14th Street and the future Walmart Campus.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101630	47390	Improvments Other		$ (185,210.38)
105030	47390	Improvments Other		$ 190,675.00
105030	33810	Local Grants	$ 5,464.62	
		Totals	$ 5,464.62	$ 5,464.62
		Net Impact on Fund Balance	$	-
*Final Account Number will be determined by Accounting Department after approval and purchase				

WALTON FAMILY
FOUNDATION

September 28, 2016

Bob McCaslin
Mayor
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant #2016-1112

Dear Mayor Bob McCaslin,

It is my pleasure to inform you that The Walton Family Foundation, Inc. ("Foundation") has approved an 8-month grant in the amount of up to $440,000.00 to the City of Bentonville ("Grantee"). The project term will be November 01, 2016 to August 01, 2017. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to engage a third-party firm to develop design and engineering documents for an important reroute of the Razorback Regional Greenway (RRG). This grant is more fully described in Grantee's proposal dated July 19, 2016. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: Up to Four Hundred Forty Thousand Dollars ($440,000.00).**

Grant payments will be made as follows:

Installment	Amount	Date	Requirement
#1	Up to $162,000.00	10/1/2016	See Initial Installment
#2	Up to $278,000.00	2/1/2017	See Installment Two

3. **Payable:** Initial Installment (October 1, 2016): up to $162,000.00 shall be payable upon receipt of a copy of this letter from Grantee acknowledging the terms and conditions set forth herein, as well as an executed contract with a qualified and experienced design and engineering team. When all requirements have been met WFF will prefund up to 50% of the cost of design and engineering contract. At each payment request, the grantee will submit a financial report outlining work completed and invoices paid to date related to the construction of the identified sections of trail.

Installments Two (ending February 1, 2017): up to $278,000.00 shall be payable upon receipt and approval of the Grantee's documentation showing that no less than 50% of the design is complete, and upon review and approval WFF will fund the remaining value of the contract plus the estimated costs for rights of way/property acquisition not to exceed remaining grant amount. At each payment request, the grantee will submit a financial report outlining work completed and invoices paid to date related to the construction of the identified sections of trail.

All terms must be met by no later than May 15, 2017 to be eligible for payment.

P.O. Box [illegible] Bentonville, AR 72712 | Tel: [illegible] Fax: [illegible]
www.waltonfamilyfoundation.org

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with a final financial and narrative reports by the due date listed in the report schedule below. The report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Date	Report Type
8/15/2017	Final Financial and Narrative

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant #2016-1112 on all reports submitted.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

(i) to carry on propaganda, or otherwise to attempt, to influence legislation;

(ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

(iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

(c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

(a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;

(b) Grantee fails to comply with the terms of this letter; or

(c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

8. **Release and Indemnity:** Without waiving immunity pursuant to law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant #2016-1112 in your communication.

We have enclosed the grant letter and a payment authorization form. By electronically signing these items the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed documents will be emailed to the Grantee through DocuSign. If the electronic signing of these items is not completed by October 10, 2016 the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

Kyle J. Peterson
Executive Director

ACKNOWLEDGED AND AGREED

By: _____
Mayor Bob McCaslin (Date)
City of Bentonville

Appendix A: City of Bentonville
Razorback Greenway: Reroute Design/HWY 102

Outputs And Outcomes		
Who will do what and how much?	**By when?**	**Measured or evaluated by?**
Goal: Razorback Greenway 102 Tunnel / P Street Reroute Design		
Outputs		
The City of Bentonville will select and place under contract, a professional design team to identify a new route of the RRG, avoiding P Street and the Hwy 102 Intersection.	November 1, 2016	Signed professional services contract.
The selected design firm will develop a set of construction-ready design and engineering documents for this project that adheres to federal design and construction standards as well as design guidelines outlined in the "trail design resource notebook" developed by Alta Planning + Design and utilized for the Razorback Regional Greenway. This path is estimated to be 3,500 linear feet in length and will include a tunnel crossing of Hwy 102.	July 31, 2017	Submission of plan documents for review by WFF and Consultants
Outcomes		
The City will ensure that all jurisdictional permitting for the project is secured.	July 31, 2017	Permits and agreements in place.
The City will ensure that all required rights-of-way and easements are secured.	July 31, 2017	Program records

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Animal Services**
Submitted by	**David Wright / Ali Worley**
Phone	**(479) 271.6813**

Item Type: (*Check All That Apply*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution authorizing the Mayor and Clerk to enter into an Guaranteed Maximum Price Amendment to the existing professional services agreement with CR Crawford in the amount of $3,568,512.00 for the construction of the City of Bentonville Animal Services Center.

Estimated Cost	**$3,562,512**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Project to be funded via city reserves

Memo

To:	City Council, Mayor Orman
From:	David Wright, Parks and Recreation Director
	Ali Worley, Animal Services Manager
Date:	July 1, 2021
Re:	Resolution authorizing the Mayor and Clerk to enter into an amended GMP agreement with CR Crawford for the Animal Services Center.

Staff is requesting a City Council resolution to authorize the Mayor and City Clerk enter into a Guaranteed Maximum Price Amendment to the existing professional services agreement with CR Crawford Construction to provide construction management and general contractor services for the construction of the Animal Services Center. The GMP for the project is a "not to exceed" $3,568,512.

You should recall in October 2020, Council and Staff had a lengthy discussion regarding the future of animal services for the City of Bentonville. Ultimately, the decision was made to proceed with the creation of a public facing department and construction of a new Animal Services Center.

Since October, Parks & Recreation and Police Staff have collaborated to hire an Animal Services Manager (Ali Worley) and begin laying the ground work for this department. We have worked to engage and educate the public about the future of Bentonville Animal Services and the opportunities that will be offered. At the same time, our teams have worked closely with Hight Jackson and CR Crawford to put together a construction project with the price tag we discussed when you authorized us to move forward.

The GMP provided by CR Crawford, is $3,568,512. There are multiple reasons this number is higher than discussed in October 2020. Those reasons certainly include the inflated lumber and steel price effecting the construction industry. But the main reason this number is higher than discussed is the many items once budgeted in FF&E (Furniture, Fixtures and Equipment) that have been moved to the construction budget. For example, items like Indoor Kennels for both dogs and cats, Medical Room Equipment, door hardware, commercial grade appliances

and window shades are now part of the construction budget. The shift in these funds into the building costs will save multiple departments time and money for the overall project.

Additionally, you will see we have removed the cost of land from the budget. This project is utilizing 1.3 acres of land acquired Transportation Department. However, Transportation is acquiring 2+ acres from Parks and Recreation for the future SW Bright Road Extension. Because of this net gain for Transportation, we removed the budgeted $130,000 land costs. The total project costs, including design services and FF&E, now sits at $3,998,512.

If you have any questions regarding this item, please call me at 479.464.7275 or email
dwright@bentonvillear.com.

Attachments:
Amended agreement with CR Crawford

AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Sixth day of July in the year Two Thousand Twenty-One , is incorporated into the accompanying AIA Document A133™–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Twenty-Fourth day of July in the year Two Thousand Twenty (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Bentonville Animal Services Building
Southwest 41st Street and Southwest H Street

THE OWNER:
(Name, legal status, and address)

City of Bentonville
117 W Central
Bentonville, Arkansas 72712

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

CR Crawford Construction, LLC
1102 S. Happy Hollow Road
Fayetteville, Arkansas 72701

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million, Five Hundred Sixty-Eight Thousand, Five Hundred Twelve Dollars ($ 3,568,512.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

Init.
/

AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:40:29 ET on 07/07/2021 under Order No.8514452797 which expires on 07/05/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1783980899)

§ A.1.1.1.1 After the execution of the Contract by all parties, Contractor reserves the right to increase the Contract Sum if the price of any material to be used on the Project unexpectedly increases by at least 3% through no fault of the Contractor or any of its Subcontractors or material suppliers. The increase in the Contract Sum shall be effected via a change order which Owner shall approve and execute within 5 days of being provided proof of the price increase by Contractor.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Reference Attachment B

§ A.1.1.2.1 As part of the cost of work, the Owner shall pay the Contractor a stipulated amount equal to Three Hundred Nineteen Thousand, Eight Hundred Sixty-Four Dollars ($319,864.00). The General Conditions amount constitutes reimbursement in full for the items designated as "General Conditions" in Attachment D. The General Conditions amount is in lieu of separate reimbursement under Article 6.2 and 6.5 of the AIA A133 contract. Notwithstanding Contractor's right or ability to change other portions of the budget pursuant to the terms hereof, savings from other line items will not be reallocated to increase the General Conditions amount without the Owner's prior written consent. The General Conditions amount shall be invoiced and paid in monthly installments over the construction period with no further advances once such fixed amount is paid. The General conditions amount shall not be increased in connection with any change order unless the contract time is extended, and in any event, the General Conditions amount will not be increased without the written consent of Owner. Absent such agreement, the General Conditions amount will not be increased.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Not applicable	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Not applicable		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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User Notes: (1783980899)

Date of Building Permit or Notice to Proceed, whichever is later.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] Not later than Three Hundred (300) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Report	Soil and Foundation Investigation	January 22, 2021	23
Addendum	Addendum #01	May 12, 2021	122
Addendum	Addendum #02	May 21, 2021	1

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Reference Attachment F- Specification Log

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Reference Attachment E- Drawing Log

Number	Title	Date

Init. /

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§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Attachment A- GMP Letter dated June 25, 2021
Attachment C- Value Engineering Breakdown dated June 25, 2021

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

[redacted]

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Stephanie Orman, Mayor	Jason Keathley, Vice President
(Printed name and title)	*(Printed name and title)*

Init.
/

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ATTACHMENT A

C.R. CRAWFORD CONSTRUCTION

1102 S. Happy Hollow Road • Fayetteville, AR 72701 • Phone (479) 251-1161 • Fax (479) 571-1161

June 25, 2021

David Wright
Parks and Recreation Director at the City of Bentonville

Project: Bentonville Animal Services
Subject: GMP

David,

C.R. Crawford Construction is pleased to provide a GMP for the above referenced project. The proposal price has been developed using the construction documents as issued by Hight Jackson Associates, dated March 30, 2021. There were 2 addendums included dated: May 13, 2021, and May 21, 2021.

The proposed construction price is $3,568,512. Please refer to Attachment B for a cost breakdown and Attachment C for accepted VE options.

We look forward to working with you throughout the construction of this project. If there are any questions, please do not hesitate to contact me.

Sincerely,

Wesley Matson

Project: Bentonville Animal Services
Location: Bentonville, AR
Date: 6/25/2021
Project SF: 7,100
Title: Cost Breakdown

C.R. CRAWFORD CONSTRUCTION

	Category	Amount	Bldg. SF Cost	Comments
1	**General conditions**	$ 272,770	$ 38.42	
2	**Sitework**	$ -	$ -	
	- Testing and surveying	$ 30,000	$ 4.23	
	- Earthwork & storm drainage	$ 191,473	$ 26.97	
	- Water and sewer utility	$ 66,735	$ 9.40	
	- Asphalt	$ 73,906	$ 10.41	
	- Fence	$ 144,569	$ 20.36	
	- Landscaping, retaining & artificial turf	$ 154,688	$ 21.79	
3	**Concrete**	$ 205,845	$ 28.99	
4	**Masonry**	$ 289,720	$ 40.81	
5	**Structrural Steel**	$ -	$ -	
	- Steel supply	$ 253,861	$ 35.76	
	- Steel erection	$ 42,458	$ 5.98	
6	**Carpentry**	$ 76,277	$ 10.74	
7	**Thermal/Moisture Protection**	$ -	$ -	
	- Roofing	$ 126,562	$ 17.83	
	- Waterproofing	$ 52,320	$ 17.83	
8	**Doors/Hardware**	$ -	$ -	
	- Hollow metal doors	$ 107,700	$ 15.17	
	- Overhead doors	$ 11,974	$ 1.69	
	- Folding wall partitions	$ 25,000	$ 3.52	
9	**Glass/glazing**	$ 56,750	$ 7.99	
10	**Finishes**	$ -	$ -	
	- Paint	$ 33,000	$ 4.65	
	- Flooring	$ 27,250	$ 3.84	
	- Epoxy floors	$ 25,846	$ 3.64	
	- Metal studs & drywall	$ 360,110	$ 50.72	
11	**Specialties**	$ 8,520	$ 1.20	
	- Toilet Accessories, signage, etc.			
	- Lockers			
12	**Equipment**			
	- Washer/Dryer	$ 21,500	$ 3.03	
	- Dishwasher	$ 4,624	$ 0.65	
13	**Furnishings**	$ 6,750	$ 0.95	
	- Window shades			
14	**Special Construction**			
	- Power clean system	$ 24,341	$ 3.43	
	- Animial Enclosure Equipment	$ 152,862	$ 21.53	
15	**Conveying Systems**	$ -	$ -	
16	**Mechanical**			
	- Plumbing	$ 165,000	$ 23.24	
	- HVAC	$ 177,159	$ 24.95	
18	**Electrical**			
	- Electrical	$ 235,719	$ 33.20	
	- Fire alarm, access contral & data	$ 44,591	$ 6.28	
	Total construction costs	**$ 3,469,880**	$488.72	
19	Insurance (GL and BR)	**$ 26,948**	$ 3.80	
20	Contingency	**$ -**	$ -	
21	Overhead and Fee	**$ 181,003**	$ 25.49	
22	Payment & Performance bond	**$ 20,146**		
23	Accepted VE options (see Exhibit B)	**$ (129,465)**		
	Total Project cost	**$ 3,568,512**	$ 502.61	

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Project: Bentonville Animal Services
Location: Bentonville, AR
Date: 6/25/2021
Title: Value Engineering

C.R. CRAWFORD CONSTRUCTION

DIV	Description	Proposed VE	Accepted VE	Rejected VE	Notes
DIV 1	General				
CRCC	Remove allowance for dog house and have city provide it as a sculpture/art piece in the future.	$ (20,000)	$ (20,000)		
DIV 2	Sitework				
Napa	Reduce undercut in parking lot from 2' to 1' of select fill.	$ (9,352)	$ (9,352)		
DIV 3	Concrete				
DIV 4	Masonry				
C&N	Use integral colored split face CMU in lieu of brick on CMU at walls between columns at exterior yard.	$ (2,900)	$ (2,900)		
C&N	Use integral colored spit faced CMU in lieu of speced brick at screen wall.	$ (3,700)	$ (3,700)		
C&N	Change glazed CMU to regular grey CMU.	$ (28,400)		$ (28,400)	If accepted will need to paint. See add below.
C&N	Eliminate the two cast stone accent bands.	$ (7,500)		$ (7,500)	
C&N	Glazed CMU to only 4'-8" AFF remaining will be grey CMU	$ (8,600)	$ (8,600)		
DIV 5	Structrural Steel				
CRG	Eliminate ship ladder.	$ (2,000)	$ (2,000)		
DIV 6	Carpentry				
Estes	To use plastic laminate counter tops in lieu of solid surface at Work 125A, Intake 117, Medical 118 and Multi Purpose 104	$ (5,264)		$ (5,264)	
DIV 7	Thermal/Moisture Protection				
TF Thompson	Use Central States Mfg. metal wall panels.	$ (1,600)	$ (1,600)		
DIV 8	Glass and Glazing				
PC hardware	Alternate manufacturer for FRP doors and hardware	$ (18,434)	$ (18,434)		
Ozark Mountain Glass	Use standard factory harware in lieu of specked hardware.	$ (3,200)	$ (3,200)		
Westpro	Remove operable partition between break room and conference.	$ (23,429)	$ (23,429)		
DIV 9	Finishes				
JGP	Eliminate ceramic tile in restrooms.	$ (2,100)	$ (2,100)		If accepted will need to paint. See add below.
JGP	Eliminate all wall tile at pet rooms and drinking fountain area.	$ (7,000)	$ (500)	$ (7,000)	Eliminate wall tile at drinking fountain (500)
JGP	Keep all wall tile, change CT-2 to CT-1.	$ (1,000)	$ (1,000)		
JGP	Change all walls to 5'-0 AFF in lieu of 7'-2 AFF.	$ (2,700)	$ (2,700)		
TCM	Change from painted gyp ceilings in kennel rooms to vinyl faced ACT.	$ 1,320		$ 1,320	
TCM	Build 5" stud wall in lieu of operable partition in Meeting/Break room.	$ 2,050		$ 2,050	
Paint Innovators	Paint new wall in Meeting/Break room (if operable partition is eliminated)	$ 300		$ 300	
Paint Innovators	Paint restroom walls if the tile is removed.	$ 250	$ 250		
Paint Innovators	Epoxy paint for CMU if glazed CMU is deleted.	$ 4,850		$ 4,850	
Paint Innovators	Eliminate painted graphics in corridor.	$ (475)		$ (475)	
Paint Innovators	Eliminate painted structure & wall paint in A120 Elec/Mech.	$ (675)	$ (675)		
Paint Innovators	Paint CMU above the glazed CMU	$ 1,750	$ 1,750		
DIV 10	Specialties				
NA					
DIV 11	Equipment				
NA					
DIV 12	Furnishings				
Metro Appliances	Alternate dishwasher: PDT715SYNFS GE Profile Dishwasher	$ (3,820)	$ (3,820)		
DIV 13	Special Construction				
Shor-line	Eliminate a 4'x6' kennel run. Price is for each.	$ (1,919)		$ (1,919)	
Shor-line	Eliminate a 2-unit cat cage bank. Price is for each.	$ (3,948)		$ (3,948)	
Shor-line	Eliminate resting benches.	$ (7,690)		$ (7,690)	
DIV 14	Conveying Systems				
NA					
DIV 15	Mechanical				
American Air	Alternate HVAC system	$ (8,975)		$ (8,975)	
SME	Use alternative fixtures.	$ (3,500)	$ (3,500)		
DIV 16	Electrical				
AWJ	Alternate lighting package and reduced conduit size from 4" to 2"	$ (16,737)	$ (16,737)		
Progressive	Reduce number or card readers to 9 doors and add 4 keypad readers	$ (7,218)	$ (7,218)		
	Subtotal	**$ (191,616)**	**$ (129,485)**	**$ (62,651)**	
	Total Accepted VE Options		$ (129,485)		

ATTACHMENT D

Project: Bentonville Animal services
Location: Bentonville, AR
Date: 7/6/2021

C.R. CRAWFORD CONSTRUCTION

General Conditions Breakdown

Superintendent labor, insurance, truck, computer and cell phone	included below
Field office trailer, office water, internet, first aid	included below
Temporary toilets, daily clean, final clean, dumpsters	included below
Warranty, drawing reproduction, small tools, equipment	included below
Safety	included below
General Conditions	$ 272,770
General Liability and Builders Risk	$ 26,948
Bond	$ 20,146
Total lump sum	**319,864**

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ATTACHMENT E

C.R. CRAWFORD CONSTRUCTION

Bentonville Animal Services
Drawing Log

Discipline	Drawing No.	Drawing Title	Revision	Drawing Date	Set Name
Civil	C0.0	COVER SHEET & VICINITY MAP	0	4/27/2021	Bid Set
Civil	C1.0	DEMOLITION PLAN	0	4/27/2021	Bid Set
Civil	C2.0	SITE DIMENSION PLAN	1	5/12/2021	Addendum 1
Civil	C2.1	STRIPING AND SIGNAGE PLAN	1	5/12/2021	Addendum 1
Civil	C3.0	GRADING PLAN	1	5/12/2021	Addendum 1
Civil	C4.0	EROSION CONTROL PLAN	1	5/12/2021	Addendum 1
Civil	C4.1	EROSION CONTROL DETAILS	0	4/27/2021	Bid Set
Civil	C5.0	UTILITY PLAN	1	5/12/2021	Addendum 1
Civil	C6.0	LANDSCAPE PLAN	1	5/12/2021	Addendum 1
Civil	1 OF 5	CITY OF BENTONVILLE WATER AND SEWER DETAILS	0	10/10/2007	Bid Set
Civil	2 OF 5	CITY OF BENTONVILLE WATER AND SEWER DETAILS	0	10/10/2007	Bid Set
Civil	3 OF 5	CITY OF BENTONVILLE SANITARY SEWER DETAILS	0	10/4/2007	Bid Set
Civil	4 OF 5	CITY OF BENTONVILLE WATER DETAILS	0	5/9/2008	Bid Set
Civil	5 OF 5	CITY OF BENTONVILLE WATER DETAILS	0	5/9/2008	Bid Set
Civil	1 OF 4	CITY OF BENTONVILLE ELECTRIC LAYOUT	0	4/19/2021	Bid Set
Civil	2 OF 4	CITY OF BENTONVILLE ELECTRIC LAYOUT	0	4/1/2019	Bid Set
Civil	3 OF 4	CITY OF BENTONVILLE ELECTRIC LAYOUT	0	4/1/2019	Bid Set
Civil	4 OF 4	CITY OF BENTONVILLE ELECTRIC LAYOUT	0	4/1/2019	Bid Set
Civil	C7.0	MISCELLANEOUS DETAILS	0	4/27/2021	Bid Set
Civil	C7.1	MISCELLANEOUS DETAILS	1	5/12/2021	Addendum 1
Civil	C7.2	TRAIL DETOUR PLAN	0	4/27/2021	Bid Set
Architectural	A0.0	COVER SHEET	0	4/27/2021	Bid Set
Architectural	A1.0	ARCHITECTURAL SITE PLAN	1	5/12/2021	Addendum 1
Architectural	A1.1	ARCHITECTURAL SITE DETAILS	0	4/27/2021	Bid Set
Architectural	A1.2	CODE FOOTPRINT	0	4/27/2021	Bid Set
Architectural	A2.1	FIRST FLOOR PLAN	0	4/27/2021	Bid Set
Architectural	A2.2	SPECIALTY PLAN AND FINISH SCHEDULE	0	4/27/2021	Bid Set
Architectural	A2.3	ENLARGED RESTROOM PLANS	1	5/12/2021	Addendum 1
Architectural	A2.4	REFLECTED CEILING PLAN AND DETAILS	0	4/27/2021	Bid Set
Architectural	A2.5	ROOF PLAN AND DETAILS	0	4/27/2021	Bid Set
Architectural	A2.6	ROOF DETAILS	0	4/27/2021	Bid Set
Architectural	A3.1	DOOR SCHEDULE / DOOR / WINDOW / FRAME ELEVATIONS / DETAILS	0	4/27/2021	Bid Set
Architectural	A3.2	DOOR/WINDOW DETAILS	0	4/27/2021	Bid Set
Architectural	A3.3	DOOR/WINDOW DETAILS	0	4/27/2021	Bid Set
Architectural	A4.1	EXTERIOR ELEVATIONS	0	4/27/2021	Bid Set
Architectural	A5.1	BUILDING SECTIONS	0	4/27/2021	Bid Set
Architectural	A5.2	WALL SECTIONS	0	4/27/2021	Bid Set
Architectural	A5.3	WALL SECTIONS	0	4/27/2021	Bid Set
Architectural	A6.1	MILLWORK PLAN / ELEVATIONS	0	4/27/2021	Bid Set
Architectural	A6.2	MILLWORK SECTIONS	0	4/27/2021	Bid Set
Architectural	A7.1	INTERIOR ELEVATIONS	0	4/27/2021	Bid Set
Structural	S0.00	GENERAL NOTES	0	4/27/2021	Bid Set
Structural	S0.01	GENERAL NOTES AND SPECIAL INSPECTION SCHEDULES	0	4/27/2021	Bid Set
Structural	S0.02	SPECIAL INSPECTION SCHEDULES	0	4/27/2021	Bid Set
Structural	S1.00	FOUNDATION PLAN	0	4/27/2021	Bid Set
Structural	S1.01	CANOPY FRAMING PLAN	0	4/27/2021	Bid Set
Structural	S1.02	ROOF FRAMING PLAN	0	4/27/2021	Bid Set
Structural	S2.00	TYPICAL FOUNDATION DETAILS	0	4/27/2021	Bid Set
Structural	S2.01	FOUNDATION DETAILS	0	4/27/2021	Bid Set
Structural	S2.02	FOUNDATION DETAILS	0	4/27/2021	Bid Set
Structural	S2.03	FOUNDATION DETAILS	0	4/27/2021	Bid Set

Structural	S4.00	TYPICAL MASONRY DETAILS	0	4/27/2021 Bid Set
Structural	S5.00	TYPICAL STEEL FRAMING DETAILS	0	4/27/2021 Bid Set
Structural	S5.01	FRAMING DETAILS	0	4/27/2021 Bid Set
Structural	S5.02	FRAMING DETAILS	0	4/27/2021 Bid Set
Structural	S5.10	MOMENT FRAME ELEVATIONS	0	4/27/2021 Bid Set
Structural	S5.50	TYPICAL LIGHT GAUGE STEEL FRAMING DETAILS	0	4/27/2021 Bid Set
Structural	S5.51	LIGHT GAUGE STEEL FRAMING DETAILS	0	4/27/2021 Bid Set
Structural	S5.52	LIGHT GAUGE STEEL FRAMING DETAILS	0	4/27/2021 Bid Set
Plumbing	P1.0	SANITARY PLUMBING PLAN	1	5/5/2021 Addendum 1
Plumbing	P1.1	WATER AND GAS PLUMBING PLAN	0	4/27/2021 Bid Set
Plumbing	P1.2	PLUMBING RISERS	0	4/27/2021 Bid Set
Plumbing	P5.0	PLUMBING DETAILS	0	4/27/2021 Bid Set
Plumbing	P6.0	PLUMBING SCHEDULES, LEGEND AND NOTES	1	5/5/2021 Addendum 1
Mechanical	M1.0	MECHANICAL FLOOR PLAN	0	4/27/2021 Bid Set
Mechanical	M5.0	MECHANICAL DETAILS	0	4/27/2021 Bid Set
Mechanical	M6.0	MECHANICAL SCHEDULES, LEGEND AND NOTES	0	4/27/2021 Bid Set
Electrical	E0.1	ELECTRICAL LEGEND & NOTES	0	4/27/2021 Bid Set
Electrical	E1.0	LIGHTING FLOOR PLAN	0	4/27/2021 Bid Set
Electrical	E1.2	POWER FLOOR PLAN	0	4/27/2021 Bid Set
Electrical	E1.4	ELECTRICAL SITE PLAN	1	5/12/2021 Addendum 1
Electrical	E5.0	ELECTRICAL DETAILS	0	4/27/2021 Bid Set
Electrical	E6.0	ELECTRICAL ONE-LINE DIAGRAM	0	4/27/2021 Bid Set
Electrical	E6.1	ELECTRICAL SCHEDULES	0	4/27/2021 Bid Set

C.R. CRAWFORD CONSTRUCTION

Bentonville Animal Services
Specification Log

Number	Description	Revision	Issued Date	Set
00 00 01	Spec Cover	0	4/27/2021	General Conditions Specifications
00 00 02	Title Page	0	4/27/2021	General Conditions Specifications
00 01 10	Table of Contents	0	4/27/2021	General Conditions Specifications
00 72 00	General Conditions of the Contract	0	4/27/2021	General Conditions Specifications
00 73 00	Supplementary Conditions	0	4/27/2021	General Conditions Specifications
01 00 00	General Requirements and Procedures	0	4/27/2021	General Conditions Specifications
01 11 00	Summary of Work	0	4/27/2021	General Conditions Specifications
01 21 13	Cash Allowances	0	4/27/2021	General Conditions Specifications
01 22 13	Measurement and Payment	0	4/27/2021	General Conditions Specifications
01 26 00	Modification Requirements	0	4/27/2021	General Conditions Specifications
01 29 76	Application for Payment	0	4/27/2021	General Conditions Specifications
01 31 00	Coordination and Meetings	0	4/27/2021	General Conditions Specifications
01 32 33	Construction Photographs	0	4/27/2021	General Conditions Specifications
01 32 36	Construction Progress Schedules	0	4/27/2021	General Conditions Specifications
01 33 00	Submittals	0	4/27/2021	General Conditions Specifications
01 40 00	Quality Control	0	4/27/2021	General Conditions Specifications
01 50 00	Construction Facilities and Temporary Controls	0	4/27/2021	General Conditions Specifications
01 60 00	Material and Equipment	0	4/27/2021	General Conditions Specifications
01 73 29	Cutting and Patching	0	4/27/2021	General Conditions Specifications
01 75 00	Starting of Systems	0	4/27/2021	General Conditions Specifications
01 77 00	Contract Closeout	0	4/27/2021	General Conditions Specifications
02 26 23	Asbestos Precautions and Procedures	0	4/27/2021	General Conditions Specifications
02 32 00	Geotechnical Soils Report	0	4/27/2021	General Conditions Specifications
02 32 01	Site and Subsurface Investigation by Contractor	0	4/27/2021	General Conditions Specifications
02 41 16	Structure Demolition	0	4/27/2021	General Conditions Specifications
03 11 00	Concrete Form Work	0	4/27/2021	General Conditions Specifications
03 21 00	Concrete Reinforcement	0	4/27/2021	General Conditions Specifications
03 30 00	Cast-in-Place Concrete	0	4/27/2021	General Conditions Specifications
03 48 43	Architectural Pre-cast Concrete Trim	0	4/27/2021	General Conditions Specifications
03 62 00	Non-Shrink Grouting	0	4/27/2021	General Conditions Specifications
04 05 13	Mortar	0	4/27/2021	General Conditions Specifications
04 21 13	Brick Masonry	0	4/27/2021	General Conditions Specifications
04 22 00	Concrete Unit Masonry	0	4/27/2021	General Conditions Specifications
04 22 23	Architectural Concrete Masonry	0	4/27/2021	General Conditions Specifications
05 12 23	Structural Steel	0	4/27/2021	General Conditions Specifications
05 31 23	Metal Decking - Roof	0	4/27/2021	General Conditions Specifications
05 40 00	Cold-Formed Metal Framing	0	4/27/2021	General Conditions Specifications
05 44 00	Cold-Formed Steel Trusses	0	4/27/2021	General Conditions Specifications
06 10 00	Rough Carpentry	0	4/27/2021	General Conditions Specifications
06 20 23	Finish Carpentry	0	4/27/2021	General Conditions Specifications
06 41 16	Cabinet Work and Shelving	0	4/27/2021	General Conditions Specifications
07 10 00	Dampproofing and Waterproofing	0	4/27/2021	General Conditions Specifications
07 19 00	Water Repellent Coating	0	4/27/2021	General Conditions Specifications
07 21 00	Insulation	0	4/27/2021	General Conditions Specifications
07 25 00	Gypsum Board Weather-Resistant Barrier and Air Barrier System	0	4/27/2021	General Conditions Specifications
07 27 26	Fluid-Applied Membrane Air Barrier System	0	4/27/2021	General Conditions Specifications
07 42 14	Factory Fabricated Metal Wall Panels	0	4/27/2021	General Conditions Specifications
07 46 21	Preformed Metal Soffit Panel System	0	4/27/2021	General Conditions Specifications
07 54 23	Thermoplastic-Polyolefin Roofing	0	4/27/2021	General Conditions Specifications
07 61 15	Standing Seam Metal Roof Panels	0	4/27/2021	General Conditions Specifications
07 62 00	Sheet Metal Flashing and Trim	0	4/27/2021	General Conditions Specifications
07 62 10	Gutters and Downspouts	0	4/27/2021	General Conditions Specifications
07 65 26	Water Shield Membrane	0	4/27/2021	General Conditions Specifications
07 72 53	Roof Snow Guards	0	4/27/2021	General Conditions Specifications
07 84 00	Firestopping	0	4/27/2021	General Conditions Specifications
07 92 00	Joint Sealants	0	4/27/2021	General Conditions Specifications

08 11 13	Hollow Metal Doors and Frames	0	4/27/2021 General Conditions Specifications
08 14 16	Wood Doors	0	4/27/2021 General Conditions Specifications
08 22 20	Fiberglass Reinforced Plastic (FRP) Doors and Fiberglass Resin Transfer Molded Door Frames	0	4/27/2021 General Conditions Specifications
08 31 13	Ceiling/Wall Access Panels	0	4/27/2021 General Conditions Specifications
08 36 13	Sectional Overhead Doors	0	4/27/2021 General Conditions Specifications
08 43 13	Aluminum Storefront, Doors, and Exterior Fixed Units	0	4/27/2021 General Conditions Specifications
08 62 23	Tubular Daylighting Devices	0	4/27/2021 General Conditions Specifications
08 71 00	Finish Door Hardware	1	5/12/2021 Addendum 1
08 81 00	Glass Glazing	0	4/27/2021 General Conditions Specifications
09 22 16	Non-Structural Metal Framing	0	4/27/2021 General Conditions Specifications
09 29 00	Drywall	0	4/27/2021 General Conditions Specifications
09 31 13	Ceramic Tile/Porcelain Tile	0	4/27/2021 General Conditions Specifications
09 51 00	Acoustical Tile Ceilings	0	4/27/2021 General Conditions Specifications
09 65 00	Resilient Flooring	0	4/27/2021 General Conditions Specifications
09 78 00	Fiber Reinforced Plastic Coated Panels	0	4/27/2021 General Conditions Specifications
09 84 15	Wood Fiber Acoustical Paneling	0	4/27/2021 General Conditions Specifications
09 86 00	High Performance Floor Coatings	0	4/27/2021 General Conditions Specifications
09 91 00	Painting & Finishing	0	4/27/2021 General Conditions Specifications
09 97 26	Special Coatings	0	4/27/2021 General Conditions Specifications
10 00 00	Miscellaneous Specialties	0	4/27/2021 General Conditions Specifications
10 14 00	Identifying Devices	0	4/27/2021 General Conditions Specifications
10 14 19	Aluminum Letters	1	5/12/2021 Addendum 1
10 14 53	Site Signage	0	4/27/2021 General Conditions Specifications
10 22 26	Operable Partitions	0	4/27/2021 General Conditions Specifications
10 28 13	Toilet and Bath Accessories	0	4/27/2021 General Conditions Specifications
10 44 00	Fire Extinguishers & Cabinets	0	4/27/2021 General Conditions Specifications
10 51 13	Metal Lockers	0	4/27/2021 General Conditions Specifications
10 75 16	Flagpole	0	4/27/2021 General Conditions Specifications
11 81 13	Pressure Washing System Equipment	0	5/12/2021 Addendum 1
12 24 00	Rolling Window Shades	0	4/27/2021 General Conditions Specifications
12 93 00	Site Furnishings	0	4/27/2021 General Conditions Specifications
13 19 13	Animal Enclosures and Equipment	1	5/12/2021 Addendum 1
22 05 19	Meters and Gages for Plumbing Piping	0	4/27/2021 General Conditions Specifications
22 05 23	General-Duty Valves for Plumbing Piping	0	4/27/2021 General Conditions Specifications
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	0	4/27/2021 General Conditions Specifications
22 05 53	Identification for Plumbing Piping and Equipment	0	4/27/2021 General Conditions Specifications
22 07 19	Plumbing Piping Insulation	0	4/27/2021 General Conditions Specifications
22 10 05	Plumbing Piping	0	4/27/2021 General Conditions Specifications
22 10 06	Plumbing Piping Specialties	0	4/27/2021 General Conditions Specifications
22 30 00	Plumbing Equipment	0	4/27/2021 General Conditions Specifications
22 40 00	Plumbing Fixtures	0	4/27/2021 General Conditions Specifications
23 05 53	Identification for HVAC Piping and Equipment	0	4/27/2021 General Conditions Specifications
23 05 93	Testing, Adjusting, and Balancing for HVAC	0	4/27/2021 General Conditions Specifications
23 07 13	Duct Insulation	0	4/27/2021 General Conditions Specifications
23 09 13	Instrumentation and Control Devices for HVAC	0	4/27/2021 General Conditions Specifications
23 09 93	Sequence of Operations -OAU-1	0	4/27/2021 General Conditions Specifications
23 11 23	Facility Natural-Gas Piping	0	4/27/2021 General Conditions Specifications
23 31 00	HVAC Ducts and Casings	0	4/27/2021 General Conditions Specifications
23 33 00	Air Duct Accessories	0	4/27/2021 General Conditions Specifications
23 34 16	Centrifugal HVAC Fans	0	4/27/2021 General Conditions Specifications
23 37 00	Air Outlets and Inlets	0	4/27/2021 General Conditions Specifications
23 74 33	Packaged Rooftop Units / Outdoor Air Handling Units	0	4/27/2021 General Conditions Specifications
23 81 26	Small Capacity Split System Air Conditioners	0	4/27/2021 General Conditions Specifications
26 05 19	Low-Voltage Electrical Power Conductors and Cables	0	4/27/2021 General Conditions Specifications
26 05 26	Grounding and Bonding for Electrical Systems	0	4/27/2021 General Conditions Specifications
26 05 33	Boxes for Electrical Systems	0	4/27/2021 General Conditions Specifications
26 05 33.13	Conduit for Electrical Systems	0	4/27/2021 General Conditions Specifications
26 05 53	Identification for Electrical Systems	0	4/27/2021 General Conditions Specifications
26 05 83	Wiring Connections	0	4/27/2021 General Conditions Specifications
26 09 24	Lighting Controls	0	4/27/2021 General Conditions Specifications
26 21 00	Low-Voltage Electrical Service Entrance	0	4/27/2021 General Conditions Specifications
26 24 16	Panelboards	0	4/27/2021 General Conditions Specifications
26 27 26	Wiring Devices	0	4/27/2021 General Conditions Specifications
26 28 13	Fuses	0	4/27/2021 General Conditions Specifications
26 28 16.16	Enclosed Switches	0	4/27/2021 General Conditions Specifications
26 36 00	Transfer Switches	0	4/27/2021 General Conditions Specifications

26 51 00	Interior Lighting	0	4/27/2021 General Conditions Specifications
26 56 00	Exterior Lighting	0	4/27/2021 General Conditions Specifications
28 46 00	Fire Detection and Alarm	0	5/12/2021 Addendum 1
31 11 00	Site Preparation & Clearing	0	4/27/2021 General Conditions Specifications
31 22 00	Site Grading	0	4/27/2021 General Conditions Specifications
31 23 00	Excavation and Backfill	0	4/27/2021 General Conditions Specifications
31 23 23	Pipelaying	0	4/27/2021 General Conditions Specifications
31 23 33	Excavating, Backfilling, and Compacting for Utilities	0	4/27/2021 General Conditions Specifications
31 25 00	Storm Water Pollution Prevention Plan	0	4/27/2021 General Conditions Specifications
31 31 16	Termite Control	0	4/27/2021 General Conditions Specifications
31 35 00	Slope Protection	0	4/27/2021 General Conditions Specifications
31 37 16	Rip-Rap	0	4/27/2021 General Conditions Specifications
32 11 16	Crushed Stone Base Course	0	4/27/2021 General Conditions Specifications
32 12 16	Asphalt Paving	0	4/27/2021 General Conditions Specifications
32 13 13	Portland Cement Concrete Paving	0	4/27/2021 General Conditions Specifications
32 14 16	Brick Paving	0	4/27/2021 General Conditions Specifications
32 16 00	Walks & Curbs	0	4/27/2021 General Conditions Specifications
32 17 23	Pavement Markings	0	4/27/2021 General Conditions Specifications
32 18 13	Synthetic Grass Surfacing	0	4/27/2021 General Conditions Specifications
32 31 00	Heavy Duty Swing Gate	0	4/27/2021 General Conditions Specifications
32 31 19	Ornamental Fencing	0	4/27/2021 General Conditions Specifications
32 80 00	Irrigation System	0	4/27/2021 General Conditions Specifications
32 92 19	Seeding	0	4/27/2021 General Conditions Specifications
32 92 20	Hydro-Seeding	0	4/27/2021 General Conditions Specifications
32 92 23	Sodding	0	4/27/2021 General Conditions Specifications
32 93 00	Trees, Plants, and Ground Cover	0	4/27/2021 General Conditions Specifications
32 31 01	Heavy Duty Swing Gate	0	4/27/2021 General Conditions Specifications
33 11 00	Water Distribution Systems	0	4/27/2021 General Conditions Specifications
33 31 13	Sanitary Sewer Systems	0	4/27/2021 General Conditions Specifications
33 39 00	Sanitary and Storm Sewer Manhole Structures	0	4/27/2021 General Conditions Specifications
33 41 00	Storm Sewer	0	4/27/2021 General Conditions Specifications
33 44 00	Storm Drainage Structures	0	4/27/2021 General Conditions Specifications
33 46 16	Subdrainage Piping	0	4/27/2021 General Conditions Specifications
33 51 00	Gas Distribution	0	4/27/2021 General Conditions Specifications

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH CR CRAWFORD FOR ADDITIONAL SERVICES RELATED TO THE CITY OF BENTONVILLE ANIMAL SERVICES BUILDING.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an amendment to the agreement with CR Crawford for additional services related to the City of Bentonville Animal Services Building, as set forth in the agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/13/2021**
Department	**Animal Services**
Submitted by	**Ali Worley / David Wright**
Phone	**(479) 271.6813**

Item Type: (*Check All That Apply*)

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Council approval of a budget adjustment in the amount of $3,568,512.00 for the construction of the City of Bentonville Animal Services Center.

Estimated Cost	**$3,562,512**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Project to be funded via city reserves

Budget Adjustment Request

Date of City Council Meeting	6/22/2021
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Purpose of Budget Adjustment *(Enter purpose in space below):*
Budget adjustment recgonzing expenses for the Bentonville Animal Services Center.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	7390	Other Capital		$ 3,568,512.00
		Totals	$ -	$ 3,568,512.00
		Net Impact on Fund Balance	$	(3,568,512.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				

Memo

To:	City Council, Mayor Orman
From:	David Wright, Parks and Recreation Director
	Ali Worley, Animal Services Manager
Date:	July 1, 2021
Re:	Budget adjustment for the Animal Services Center.

Staff is requesting a City Council approve a budget adjustment, in the amount of $3,568,512, to fund the agreement with CR Crawford for the construction of the Animal Services Center.

As discussed in the previous council item, Parks and Police Staff has collaborated to work with Hight Jackson and CR Crawford to design a building that meets the long term needs of a new department, but also is respectful to the City's budget. We believe this GMP provided by CR Crawford and recommended by Hight Jackson does both of those.

If Council approves this amendment and budget adjustment, we should see construction begin in the next 60-90 days with an opening in 2nd half of 2022.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

Attachments:
Budget Adjustment Request Form