



**Bentonville Utility Board
Meeting Agenda
June 2, 2026
11:30 AM
Bentonville City Hall**

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: May 19, 2026

I. New Business

**1. Resolution Approving South Basin
Phase 1, Amendment No. 1 - North
Branch and Lift Station Engineering
Services**

Resolution

Staff requests the Mayor and the City Clerk to enter into an agreement with Black & Veatch for Amendment #1 in the amount of \$3,012,902.00. This amendment will expand the original scope to include the design of 13,788 feet of gravity sewer on the North Branch of South Basin and a new regional lift station. The project is funded by the ALWF loan. No budget adjustment needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Memo



To: Mayor Stephanie Orman, Bentonville City Council
From: Beau Thompson
CC: Preston Newbill
Date: May 27, 2026
Re: South Basin Design Amendment 1 with Black and Veatch

This amendment to the South Basin Phase I contract expands the scope of the City of Bentonville wastewater collection system improvements to include the North Branch sewer upgrades identified as projects SL-25.2 and SL-30.1, along with coordination and design of a new regional lift station.

The amendment includes hydraulic modeling, alternative evaluations, preliminary and final design, permitting coordination, land acquisition support, surveying, geotechnical services, bidding assistance, and preparation of contract documents. The proposed improvements generally consist of approximately 13,788 linear feet of sanitary sewer upsizing and a new 3.8 MGD lift station with provisions for future expansion to 6.8 MGD capacity.

The engineering amendment is structured as a lump sum contract not to exceed **\$3,012,902**. Major task allocations include:

- Project Administration – \$72,906
- Site Investigation and Subconsultants – \$1,098,049
- Wastewater System Modeling – \$23,112
- Alignment Study – \$93,469
- Detailed Design – \$1,645,391
- Bid and Pre-Award Services – \$79,975

The total amount budgeted in the Comprehensive CIP for the engineering work associated with South Basin East, West and Equalization basin (original contract plus this amendment) is approximately \$5.824M. The total fees associated with the B&V scope of services (original contract plus this amendment) is \$5.72M. The total contract amount is slightly under the CIP plan with regards to these planned capital expenditures.

However, even more notable, the B&V amendment includes a new lift station - which eliminates future planned capital expenditures in 2029-2030 in the amount of \$6.608M for the future South Lift Station Improvements as noted in the Comprehensive CIP.

The amendment anticipates approximately 15 months for design and bid phase services for the North Branch improvements, with the lift station adding approximately two additional months to the schedule. Full construction of the North Branch improvements is generally anticipated within 30 months from notice to proceed.



CITY OF BENTONVILLE, ARKANSAS

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

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

This amendment (the “Amendment”), dated June 9th, 2026 is made by the City of Bentonville, Arkansas (“City”) and Black & Veatch Corporation. (“Professional Consultant”), parties to the Statement of Qualifications with Bentonville Water Utility Department, for Professional Civil Engineering Services for the South Basin Capacity Improvement Phase 1, dated February 12, 2026 (the “Agreement”).

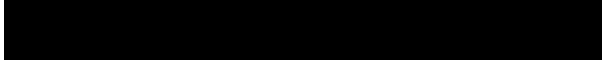
1. In accordance with Article IV (Additional Services), any service outside of the work described herein or included by reference hereto must be pre-approved by the City and executed as an amendment.
2. The Agreement is Amended as follows:
3. The Parties have mutually agreed to increase the total amount of the Agreement by \$3,012,902.00 due to Amendment #1 Design Services associated with South Basin Capacity Improvement Phase 1.
4. The estimated total of payments for the agreement is not to exceed \$5,723,675.00
5. This Amendment shall be effective immediately when fully executed.
6. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____
Stephanie Orman, Mayor

DATE: _____

Company Name: Black & Veatch Corporation



Name(printed): Derek L. Cambridge

DATE: 5/27/2026

South Basin, Phase I Amendment No. 1 South Basin Phase II

PART 1 - Attachment A – Scope of Services

1.1 Project Description

A. Project Description

1. The Scope of Services described in this attachment is an amendment for the South Basin, Phase I project. The amendment generally includes:
 - a. Perform collection system model analyses for design conditions to optimize proposed diameter for projects SL-25.2 and SL-30.1 and coordinate design for a new lift station.
 - b. Develop a technical memorandum detailing the alternatives evaluated and recommendations.
 - c. Preliminary design (Basis of Design Report/30% drawings), detailed design (60%, 90%, Bid documents), bidding services, land acquisition services, survey and geotechnical services for the following base assumptions:
 - 1) SL-25.2 upsizing the pipe as identified in the Sewer Collection Analysis and Peak Flow Management Program – Part II report dated March 13, 2025 (11,916 total linear feet).
 - 1,320 linear ft of 8-inch pipe to 18-inch pipe
 - 9,740 linear feet of 12-inch pipe to 18-inch pipe
 - 856 linear feet of 18-inch pipe to 24-inch pipe
 - 2) SL-30.1 upsizing 1,544 linear feet of 18-inch pipe to 24-inch pipe and 328 linear feet of 18-inch pipe to 30-inch pipe as identified in the Sewer Collection Analysis and Peak Flow Management Program – Part II report dated March 13, 2025 (1,872 total linear feet).
 - 3) New 3.8 mgd lift station (space for ultimate buildout of 6.8 mgd capacity).

B. Scope of Services Description

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

C. Start of Services

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

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1.2 Task 100. Project Administration

- A. Provide administration and management of project. Prepare project management documents including budget, schedule, drafting standards manual, and quality assurance and quality control plan. Review ongoing activities. Monitor schedule and budget. Review progress with OWNER monthly. Promptly notify the OWNER in writing of any issues that may affect schedule, budget, or project scope. Invoices shall be submitted via Procure.
- B. Project Meetings
 - 1. ENGINEER to provide agenda at least two (2) business days prior to all meetings. Meeting minutes shall be provided no later than five (5) business days post meetings.
 - 2. Progress Review. Participate in informal virtual meetings with the OWNER to review status, identify issues, progress and exchange ideas and information. Meetings shall include a review of schedule budget status, progress of deliverables, and completed or outstanding action items. One (1) virtual meeting per month is included. Meetings may be combined with other meetings or workshops where appropriate.
 - 3. Conceptual Design Review Workshops listed below in Tasks 300 and 400.
 - 4. Preliminary and Detailed Design Review Workshops listed below and in Tasks 500 and 600.
 - 5. Additional meetings required for the amendment are listed below and discussed in more detail under later tasks. Meetings may be combined with original scope of work as appropriate.

Meeting	Duration	Location	Frequency
Progress Review Meetings (Task 100)	1-hour	Virtual	Monthly*
Modeling Review Meeting (Task 300)	1-hour	Virtual	Once (1)
Roll-Plot alignment Review Meeting (Task 500)	2-hour	OWNER's Facilities	Once (1)
BDR/30% Review Meeting (Task 600)	2-hours	OWNER's Facilities	Once (1)
Pre-Application Conference (Task 600)	1-hours	OWNER's Facilities	Up to three (3)
60% Review Meeting (Task 600)	2-hours	OWNER's Facilities	Once (1)
90% Review Meeting (Task 600)	2-hours	OWNER's Facilities	Once (1)

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Meeting	Duration	Location	Frequency
Pre-Bid Conference (Task 700)	1-hour	OWNER's Facilities	Up to two (2)
Bid Opening (Task 700)	1-hour	OWNER's Facilities	Up to two (2)

*May be combined with other monthly meetings.

C. Potential Scope Adjustment

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

D. Schedule

1. The north branch (SL-25.2 and 30.1) is generally anticipated to be fully constructed within 30 months from notice to proceed. Duration for the north branch work from notice to proceed through bid phase services as noted within this scope of work is anticipated to be 15 months. The lift station duration from notice to proceed through bid phase services adds an additional 2 months to the original scope of work. The schedule may require adjustment due to items outside of direct control, including property access, unforeseen environmental impacts and land acquisition. See attached detailed schedule for baseline assumptions, review periods, and interdependencies of various tasks.
2. It is hereby acknowledged by all parties that a timely approach is required for this project. As such, opportunities to accelerate the schedule will be explored and discussed during each meeting.

1.3 Task 200. Site Investigation and Subconsultants

A. Evaluate Existing Facilities

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

B. Land Acquisition

1. Land Acquisition Services shall be compliant with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and will include implementation of the related regulations (49 CFR Part 24).
2. Assist OWNER, through a subcontract, in obtaining permanent and temporary easements for the project in accordance with OWNER's standard practices.

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3. Property research for up to thirty (30) parcels associated with SL-25.2 and four (4) associated with SL-30.1. Deed and record map searches of the project site to identify site boundaries and easements will be provided to surveyor for incorporation into drawings. Property evaluations associated with collection system improvements will be needed and can be added via addendum.
4. Preparation of easement exhibits by a licensed surveyor. Prepare exhibit drawings with temporary easement, permanent easement, and land parcel legal descriptions and dimensions for each easement and land parcel that is to be acquired by the OWNER. Each legal description and exhibit shall include the area in square feet and acres. City of Bentonville shall provide all standard agreements and conveyance documents necessary for use in the acquisition of the property. Appraisals and Appraisal Reviews will be completed and used as the basis of the just compensation. For the purposes of scoping it is assumed that linear easements will have up to ten (10) permanent easements and all others will be temporary construction easements. Land will need to be acquired for the lift station construction. ENGINEER will provide quality control on easement exhibits prior to sending to OWNER for review.
5. Tracking of all needed easements, preparation and attendance at project meetings, initial offers, non-compensation related negotiations with property OWNER's, appraisals as needed, and completing all required documents.
6. Compensation related to negotiations will be by the OWNER and is not included.
7. Negotiation services
 - a. Offer preparation and securing documents (offer letter, summary statement, easement documents, landowner's bill of rights/property rights brochure, accounting forms to process payments, mortgage information forms, obtain permission to discuss with mortgage companies, forms for release/consent to easement)
 - b. Meetings with landowners (offer presentation, negotiations, securing documents).
 - c. Negotiations will include referencing plans or plats, explaining right of way and construction plans, project schedule and other project details. Explaining the details related to the appraisal and appraisal review and how the offer was developed as well as answering other necessary valuation questions.
 - d. All counteroffers will be provided to City of Bentonville for review and consideration, and no settlement or plan changes will be provided or agreed upon with the landowner without express permission by City of Bentonville.
 - e. Coordinate with OWNER for payment to landowners (deliver checks or mail certified checks).
8. Any needed closings or filings of legal documents will be by the OWNER and is not included.
9. Support for properties requiring condemnation may be provided via future amendment, if required.
10. Land acquisition professional will participate in design team meetings with OWNER to allow for coordination for impacts on property acquisition.

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C. Geotechnical Services.

1. Provide, through a subcontract, geotechnical engineering services based on preliminary drawings and designs including exploratory work, laboratory and field testing, and professional interpretations of exploratory and test data.
2. The services will include:
 - a. Initial geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils and rock samples, and other field and laboratory tests and analyses that are required to provide design information.
 - 1) Laboratory testing will include field soil resistivity testing for assessment of potential for corrosion.
 - 2) For the purposes of budgeting, three (3) bore at 40 feet deep, two (2) bore at 30 feet deep, and three (3) bores at 20 feet deep (or until auger refusal) are anticipated for SL-25.2 and two (2) bores at 20 feet deep (or until auger refusal) are anticipated for SL-30.1.
 - b. An initial geotechnical report by a qualified geologist or geotechnical firm interpreting the data collected from the exploratory work and testing and making assessments of the site conditions that can be anticipated from this initial exploratory work.
 - 1) Transmit one electronic copy (PDF) of the initial geotechnical report.
 - c. After final design has proceeded to the point where it can be accomplished, provide, through a subcontract, a final geotechnical report evaluating the initial geotechnical investigation, field and laboratory test results, and the initial geotechnical report.
 - 1) The final evaluation shall be based on the actual design, including sizes, locations, and loadings of structures; types, and extent of excavations; and shall consider both design parameters and constructability.
 - 2) If, in the opinion of the reviewing professional or ENGINEER, additional geotechnical data are required for the preparation of the final report, these data shall be provided under an amendment to the Agreement and the subcontract.
 - 3) The final report shall indicate the anticipated performance of the subsurface material to be encountered on the project both during and after construction, under the loading conditions, use, and types of excavations anticipated.
 - 4) Transmit one electronic copy (PDF) of the final geotechnical report.

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D. Surveying Services.

1. Topographic Survey

- 1) Perform, through a subcontract, topographic survey of the project site.
- 2) Establish benchmarks based on USGS datum.
- 3) Structures and buildings will be surveyed for finish floor, top of wall, and bottom of basins or basements where possible. Interior floor and process basin elevations will be determined.
- 4) Interior piping 12" and larger will be surveyed at wall penetrations and key directional changes. Smaller piping, conduits, ductwork, and other similar components will not be surveyed.
- 5) For budgeting purposes, survey is assumed to be 11,913 linear feet, 50 feet wide each side of the centerline of the existing gravity sewer for SL-25.2 and 1,872 linear feet, 50 feet wide each side of the centerline of the existing gravity sewer for SL-30.1.
- 6) Additional areas to be topographical surveyed for possible alternate alignment areas are identified in section 1.6. These additional areas result in an additional 226,000 SF.

2. Subsurface Utility Engineering (SUE). May be provided via future amendment, if required.

E. Environmental Review.

1. A desktop environmental review of the project corridor will be conducted and included in the Basis of Design Report (BODR) for documentation. The desktop environmental review will incorporate data from authoritative sources to evaluate project impacts on environmental resource areas such as aesthetics, agriculture, biological resources, cultural resources, and water resources (i.e., wetlands and floodplains).
2. ENGINEER does not anticipate finding designated critical habitat for threatened or endangered species. Budget does not include any work associated with design effort for mitigation of potential impacts to listed species, other than construction best management practices and adherence to federal, state, and local regulations regarding avoidance of listed species. During the wetland delineation proposed in E3, a habitat assessment will be conducted to inform the likelihood of presence of threatened or endangered species within the project corridor. Conservation resources review will be evaluated during the aquatic resources site visit and include photographs and associated GPS data points will be taken to document observations. Findings will be delivered in a technical report including providing the .kmz and GIS dataset. Draft report will be reviewed at a regularly scheduled meeting. Report will be updated per comments from the review meeting and a final version provided (pdf). Findings will be summarized in the BODR Appendix for environmental consideration.

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3. ENGINEER anticipates finding areas of potential jurisdictional wetlands, streams, or other surface waters within the project corridor. A standard wetland delineation of the entire project corridor (North and South Branch) is proposed to identify potential jurisdictional wetlands, streams, or other surface waters indicated from the desktop environmental review. ENGINEER does not anticipate coordinating design or permitting for mitigation of potential impacts to jurisdictional features. Amendments to the scope to address permitting or mitigation of potential impacts to jurisdictional features may be developed once the full extent of project impacts are identified.
4. ENGINEER will conduct a site visit to perform an aquatic resources delineation within the proposed alignment for a sewer collection system associated with segments SL-25.1 (approximately 1.53 miles), SL-25.2 (approximately 2.26 miles), and SL-30.1 (approximately 0.35 miles), totaling approximately 4.14 miles. Aquatic resource delineation encompasses waters of the U.S. (WOTUS) and non-WOTUS features, such as isolated ponds and ephemeral streambeds, as mapping the connectivity of all surface water features provides the best method for identifying features subject to the Clean Water Act Section 404 permit program. This visit will include a team of two professionals over three, 10-hour field days. Data will be collected with a sub-meter accuracy GNSS receiver, iPad, use of Esri Field Maps application, and ArcGIS Online (Black & Veatch enterprise account). Findings will be delivered in a technical report including providing the .kmz and GIS dataset. Draft report will be reviewed at a regularly scheduled meeting. Report will be updated per comments from the review meeting and a final version provided (pdf). Findings will be summarized in the BODR Appendix for environmental consideration.
5. ENGINEER will coordinate with regulatory agencies for the following permits. Permit fees not waived by the City will be paid for by ENGINEER. For the purposing of budgeting anticipated amounts are listed below:
 - a. Nationwide Permit #58 (Clean Water Act Section 404) - Utility Line Activities for Water and Other Substances (\$0)
 - b. Arkansas Department of Environmental Quality – Short Term Activity Authorization (STAA) (\$200 each up to 2 crossings)
 - c. City floodplain development permit (\$0)

1.4 Task 300. Wastewater System Model

- A. Under this task series the ENGINEER will evaluate the existing wastewater system computer model and develop design scenarios to be used in system evaluation. Tasks to be performed under this task series include the items noted in this section.
- B. Review model to confirm recommended pipe sizes, routes and coordination with the new lift station for sections 25.2 and 30.1. Evaluate the following alternatives:
 1. Up to four (4) model runs to confirm SL-25.2 and SL-30.1 alignment, slope, and diameter. The four (4) model runs will also confirm TDH requirements and support pump selection.

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- C. Conduct a virtual meeting with OWNER to review alternatives. For budgeting purposes, one (1), 1 hr virtual meeting is included.
 - D. Provide updated model with selected alternative to OWNER.
- 1.5 Task 400. Conceptual Alternative Evaluation – no change
- 1.6 Task 500. Alignment Study
- A. Review alignment for SL-25.2 and SL-30.1. Provide a roll-plot review of proposed alignment, recommendations for replacement and potential alternatives for discussion per report. Alignment is anticipated to be replaced in the current location except for the following areas:
 - 1. MH 446-1729 to MH 446-1702: This is an interstate crossing where the upsize in pipe diameter would require a new cased crossing.
 - 2. MH 446-1585: This manhole is in the upstream area of a pond or detention basin.
 - 3. MH 487-1408 to MH 486-4036: The existing line goes through wetlands and forested area.
 - 4. Review available urban planning reports; road, railroad, and utility planning reports; topographic maps; aerial photographs; GPS system information; geologic and geotechnical information; property maps; existing easements/plats; street plan and master trails plan; NWA regional trails plan; and utility maps within the corridor. Planning reports are to be provided by the OWNER.
 - 5. Conduct a surface reconnaissance field trip to review the potential alignment alternatives within the corridor to determine if there are additional alternatives not apparent from the available records.
 - B. Review recommended alignment with and get feedback from OWNER in a roll plot workshop meeting. Route will be evaluated conceptually taking into consideration cost, schedule, property acquisition, etc. The alignment will be delivered electronically (PDF) as a roll plot drawing. For budgeting purposes, one (1), 2 hr in-person meeting held at the OWNER's office is included.
 - 1. The following outcomes of the roll plot workshop are anticipated:
 - a. Determine final alignment route that is compatible with hydraulic model and budgetary constraints.
 - b. Identification of needed permanent and temporary easements for the new Sanitary sewer improvements.
 - c. Identification of connection of the existing sewer collection system with the new sewer Sanitary Sewer.
 - C. Evaluate recommended alignment using the wastewater system model.

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- D. Should the route be significantly altered from the current alignment or after the alignment study is completed, Supplemental Services may be required to provide additional field investigations of the changed alignment

1.7 Task 600. Detailed Design.

- A. Prepare up to two (2) additional sets of contract documents (basis of design report/30%, 60%, 90% and bid documents) (one each for SL-25.2 and 30.1). Lift station design is assumed to be added to the original contract documents set identified in the base scope of services. There would be three (3) total bid sets for the project one from the base scope of services and 2 added via this addendum. The construction contract documents shall be prepared for selection of private construction contractors on a competitive bid basis.
- B. As part of the Basic Design Services, the ENGINEER shall produce interim documents for the purpose of review by OWNER's staff and ENGINEER's quality control. The interim documents shall serve as milestones wherein certain features shall be fixed after a period of OWNER review. The purpose of the interim documents and fixing certain features shall be to communicate the design progress and avoid later revisions that would impact design efficiency and Project cost and schedule. Fixed features will be clearly communicated to staff at each milestone. Changes made after fixing features will be considered Supplemental Services. Anticipated deliverables include basis of design report/30% drawings, 60% documents, 90% documents and bid documents for construction purposes
- C. As part of the Design Services, ENGINEER shall develop Opinions of Probable Construction Cost (OPCC). All OPCC developed will follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R and accepted industry guidelines with regard to methodology and accuracy. Since ENGINEER has no control over the cost of labor, material, or equipment furnished by others not under contract to ENGINEER, ENGINEER's opinion of probable cost for construction of the work will be made on the basis of experience and qualifications as an Engineer. ENGINEER does not guarantee or warranty that proposals, bids, or actual project costs will not vary from ENGINEER's opinions of probable cost. OPCCs will be provided at the following milestones: basis of design report/30%, 60%, 90% and bid documents.
- D. Drawings will be prepared based on ENGINEER's drafting standards on 22" x 34" size sheets. The OWNER's applicable standard details available and current at the time of the work will be utilized. Where applicable OWNER standard details are not available, ENGINEER's standard details will be utilized. The technical specifications will be based on ENGINEER's standards and customized for the project.
- E. Furnished Front-End Documents.
 - 1. Standard Front-End Documents compatible with EJCDC will be provided based on ENGINEER's standard documents. Documents include Invitation to Bid, Instructions to Bidders, General Conditions, Supplemental Conditions, Agreement, and other documents and forms that may be required. Incorporate OWNER specific revisions as needed.

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- F. Permitting
 - 1. Meet with OWNER's personnel and representatives of utilities, government agencies, highway departments, railroad companies, and schools to obtain requirements for public protection to be included in contract documents. See section 1.3E for environmental permitting.
 - 2. Attend up to three (3), 1 hr in-person meeting held at the OWNER's office for coordination with development services review for the pre-application conference. One meeting is anticipated per contract document set.
- G. Attend one (1), 2 hr in-person meeting held at the OWNER's office to receive and discuss OWNER's review comments for each interim milestone submittal. Review for linear segments 25.2 and 30.1 are anticipated to be completed on the same schedule and reviews to for milestones to be conducted at the same meetings. Meetings may be combined with original scope of work milestone meetings as appropriate.
- H. Detailed Design – Preliminary Design Report/Basis of Design
 - 1. A basis of design report (BDR) will be prepared documenting the following:
 - a. Process Design Criteria
 - b. Alternatives Analysis Summary
 - c. Discipline Design Criteria
 - d. Project Implementation Plan
 - e. Permitting Requirements
 - f. Opinion of Probable Construction Cost (Class 3 Estimate)
 - g. Preliminary Drawings and Specification List
 - h. 30% preliminary drawings will be included as an appendix to the BDR.
 - 2. Provide one electronic copy (PDF) of drawings and specifications to OWNER for distribution and review.
 - 3. Attend one (1), 2 hr in-person meeting held at the OWNER's office to receive and discuss OWNER's review comments.
 - 4. Revise documents as necessary to reflect decisions taken at this level.
- I. Detailed Design – Construction Contract Documents Level 2 (60%)
 - 1. Detailed design is to commence only after OWNER has accepted design criteria and the Basis of Design Report. Construction contract documents Level 2 progress review meeting deliverables are as follows:
 - a. Draft front-end documents
 - b. Vertical control sketches
 - c. Secondary systems P&ID drawings
 - d. Equipment control descriptions
 - e. Site plan
 - f. Grading plan
 - g. General site arrangements and yard piping drawings

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

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1. Assist OWNER with filling forms required for submittal to regulatory agencies. OWNER will sign forms. ENGINEER will provide payment of any regulatory review fees. For the purpose of budgeting, this is assumed to be \$500 for each ADH submittal (3 total submissions).
 2. Nominal comments from the regulatory agencies will be addressed via response letter and may include a few updated drawings sheets, effort for which is included. Should the regulatory agencies require multiple rounds of submittals or extensive changes to the documents, this would be considered Supplemental Services.
 3. For budgeting purposes, up to two (2) additional regulatory agency submittals and coordination to address any responses are included. This includes the Arkansas Department of Health, Arkansas DEQ and City of Bentonville development review.
- L. Detailed Design – Construction Contract Documents Level 4 (100%)
1. Revise up to two (2) additional sets of contract documents with final OWNER and regulatory agency comments. Update the 90% Opinion of probable construction cost as needed. This is the Bid Set.
- 1.8 Task 700. Bid and Pre-Award Services.
- A. Assist and advise OWNER on up to two (2) additional contracts for construction, materials, equipment, and services for bidding services as identified in the base scope of services.
1. Distribution. Support OWNER's procedures for distribution of construction contract documents by providing these services that are included:
 - a. OWNER will handle all aspects of bidding website including document distribution and advertising the bid.
 - b. ENGINEER to serve as the point of contact during the bid process (answering questions) and provide OWNER additional documents as required such as geotechnical report, IFB form, and addenda to be uploaded to the bid website.
- B. Pre-Bid Conference
1. Conduct, at a date and time selected and a place provided by OWNER, a pre-bid conference (one per set of contract documents; two total) to:
 - a. Confirm the types of information required by the contract documents and the format in which bids should be presented.
 - b. Review special project requirements and contract documents in general.
 - c. Receive requests for interpretations that will be issued to plan holders.
 - d. Prepare minutes of conference and issue to plan holders.
- C. Interpretation of Bidding Documents
1. Review and provide responses to questions from potential bidders (RFI's). Prepare and issue addenda to the construction contract documents when required. For the

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purposes of this scope and fee estimate, it is assumed there will be no more than 2 addenda per bid set. OWNER to post all addenda to bid website.

D. Bid Opening

1. For the purposes of this scope and fee estimate, it is assumed one person will attend the bid opening (one bid opening per bid set).
2. Conduct bid opening. OWNER to host bid opening at their facilities. ENGINEER will also conduct bid opening for the west branch (SL 25.1) identified in the original agreement.
3. Make tabulation of bids, check qualifications and references, and review questionnaires and bids for completeness.

E. As Bid Construction Contract Documents

1. Refine construction contract documents according to addenda and Contractor's bid forms. This includes editing of the Project Manual as well as making changes to the Construction Documents.
2. Provide the As-Bid Contract Documents to the OWNER in electronic format. OWNER will distribute electronic and hard copy Contract Documents to the Contractor.

1.9 Task 800. Construction Phase Services. To be provided via future amendment.

1.10 Task 900. Resident Services During Construction. To be provided via future amendment.

1.11 Task 1000. OWNER Responsibilities

- A. OWNER will furnish, as required by the work and at no cost to the ENGINEER, the following items:
- B. All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the OWNER and which may be useful in the work involved under this contract.
 1. Existing site survey drawings and electronic files previously performed within the site survey areas.
 2. Electronic files exported in AutoCAD Civil 3D “.DWG” file format.
 3. If available, electronic files shall include Civil 3D point objects, point groups, surfaces, and/or alignments in addition to the planimetric features.
 4. Existing GIS system information for the collection system.
 5. Existing collection system hydraulic model.

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- C. Access to public and private property when required in performance of the ENGINEER's services.
 - D. Manage the performance of other consultants under direct contract to OWNER necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related project issues is included in this scope of services and compensation.)
- 1.12 Task 1100 - Supplemental Services (not included in scope of work)
- A. Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein and are reflected in the budget for services. If the work tasks or level of effort required are different from the assumptions presented, or if the OWNER desires additional services (Supplemental Services), the resultant change may serve as a basis for modifying the Agreement as agreed upon by both the OWNER and Consultant.
 - B. Supplemental services are not in the scope of work for this contract. These services will be performed at OWNER's written request with compensation adjustments. Supplemental services that require written authorization and approval for additional services performed to include, but are not limited to, the following items:
 - C. General
 - 1. Assistance in financially related transactions for the project.
 - 2. Safety Assessments.
 - 3. Security Assessments.
 - 4. Value Engineering reviews and services.
 - 5. Revision of designs, drawings, and specifications to incorporate changes arising from Value Engineering review.
 - 6. Renderings or photo realistic drawings.
 - 7. Establishing a project communications site.
 - 8. Prequalification of contractors or vendors.
 - 9. Additional meetings with local, State, or Federal agencies to discuss the project.
 - 10. Additional appearances at public hearings or before special boards.
 - 11. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
 - 12. Special consultants or independent professional associates requested or authorized by OWNER.
 - 13. Assistance with bid protests and rebidding.

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14. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
 15. Additions to an engineering report or other document to update or revise original recommendations.
 16. Preparing measured drawings.
- D. Changes in the general scope, extent, or character of the project, including, but not limited to:
1. Changes in size or complexity.
 2. OWNER's schedule, design, or character of construction.
 3. Method of financing.
 4. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond ENGINEER's control.
 5. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are due to unexpected events outside the ENGINEER 's control such as force majeure or extreme weather events.
- E. Additional Rights of way, property acquisition, and land surveys:
1. Land and property surveys above quantity identified above.
 2. Aerial photography.
 3. Services to meet and negotiate with the property OWNERS above previously identified quantities.
 4. Engineering assistance to OWNER in condemnation proceedings.
 5. Surveying to re-establish streets to preconstruction grade, referencing and re-establishing land surveying monuments, and marking the easement or right-of-way limits.
- F. Additional Geotechnical Services:
1. Additional geotechnical engineering services including exploratory work, laboratory and field testing, and professional guidance on tests to be made and an initial geotechnical report by a qualified geologist or geotechnical firm interpreting the data on the exploratory work and testing beyond quantities identified above.
- G. Additional Environmental Assessment:

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1. Environmental assessment reports and/or environmental impact statements.
 2. Cultural resources and/or archaeological study and reports.
 3. Archaeological consultations regarding artifacts that may be uncovered during construction.
 4. Additional work associated with design effort for mitigation of potential impacts to listed species if designated critical habitat for threatened or endangered species are identified.
- H. Testing:
1. Laboratory and field testing and any reports or studies on materials and equipment requested by OWNER.
 2. Observing factory tests and/or field retesting of equipment that fails to pass the initial test as initiated by Owner or required by Construction Phase Services.
- I. Hazardous Environmental Conditions:
1. Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
 2. Conduct asbestos or lead based paint abatement or other hazardous material abatement on existing facilities.
- J. Conducting pilot plant studies and tests.
- K. Support services for additional work in connection with public information activity.
- L. Additional Pre-Award Services:
1. If the apparent successful bidder is not well qualified or if substantive changes to the design are proposed by the Bidder or the Contractor after award, substantial and unpredictable levels of effort by ENGINEER might be required to resolve issues. These services are to be provided as supplemental services according to OWNER's request.
 2. Apparent Successful Bidder's Requests for Review. Review data regarding materials and equipment submitted by the apparent successful bidder to determine acceptability when the review is required by the bidding documents subsequent to bid opening and prior to award of contract.
 3. Evaluate Change Requests by Contractor. Review, evaluate, and submit comments to OWNER concerning equipment performance data submitted by the Contractor. These services may include review of building design changes required to accommodate the proposed equipment; installation requirements and related engineering, training, and operating costs; the experience and performance record of the manufacturer; availability of service personnel; and operating and maintenance costs.

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4. Analyze special assessment district bond bids and advise OWNER of findings.
 5. Contractor pre-qualification or alternative delivery approaches.
- M. Services During Construction.
- N. Assisting OWNER in complying with the requirements of 40 CFR Part 35, Paragraphs 35.2218(c) through 35.2218(e) as published in the Federal Register, Vol. 49, No. 34 - Friday, February 17, 1984.

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PART 2 - Attachment B - Compensation

2.1 General

A. Payments

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

2.2 Lump Sum Payment

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

1. The maximum amount billed for this service shall not exceed Three Million Twelve Thousand Nine Hundred and Two dollars (\$3,012,902) without further authorization.
2. For project tracking purposes, major task items as identified in Attachment A shall be used as shown below:

Task Number	Description	Hours	Subtotal
100	Project Administration	330	\$72,906.00
200	Site Investigation and Subconsultants	650	\$1,098,049.00
300	Wastewater System Model	559	\$23,112.00
400	Conceptual Alternative Evaluation	599	\$0.00
500	Alignment Study	740	\$93,469.00
600	Detailed Design	5,788	\$1,645,391.00
700	Bid and Pre-Award Services	278	\$79,975.00
Total		8,944	\$3,012,902.00

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

