



TASK ORDER NO. 3

In accordance with the Main Agreement, of the Agreement Between the City of Tontitown, Arkansas (Owner) and CK Civil Engineering, LLC (Engineer)—Task Order Edition dated [06/07/2024], Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	June 30th, 2025
b.	Owner:	City of Tontitown
c.	Engineer:	CK Civil Engineering LLC
d.	Specific Project (title)	ADEQ Sewer Evaluation Report
e.	Specific Project (description):	Draft sanitary sewer health report for ADEQ analyzing distribution infrastructure from the Pianalto Lift Station to the Barrington Lift Station. Study does not include infrastructure outside of the direct flow route between the two lift stations.
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	N/A

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined,

and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title:	ADEQ Sewer Evaluation Report
Type and Size of Facility:	Sanitary Sewer Distribution Network
Description of Improvements:	Draft sanitary sewer health report for ADEQ analyzing distribution infrastructure from the Pianalto Lift Station to the Barrington Lift Station. Study does not include infrastructure outside of the direct flow route between the two lift stations.
Expected Construction Start:	N/A
Prior Studies, Reports, Plans:	N/A
Facility Location(s):	Infrastructure between Pianalto Lift Station and Barrington Lift Station
Current Specific Project Budget:	Approximately \$18,000
Funding Sources:	Water Budget
Known Design Standards:	City of Tontitown Water and Sewer Standards
Known Specific Project Limitations:	As shown in the exhibit A.
Specific Project Assumptions:	N/A
Other Pertinent Information:	N/A

3. SERVICES OF ENGINEER (“SCOPE”)

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are: Appendix A to Task Order, “Engineer's Services for Task Order,” as attached to this specific Task Order.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.
- C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and

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will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement.

4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Appendix A to Task Order, attached to this specific Task Order.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have the following supplemental responsibilities that are specific to this Task Order:

Provided CK Civil Engineering LLC any historical design information in the vicinity of the project; including but not limited to LSD submittals, Preliminary Plat Submittals, Environmental Reports, and any other information that may benefit the design of the project.

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Appendix A or elsewhere, the parties shall meet the following schedule: **ADEQ Response Date, tentatively July 31st, 2025 (subject to change).**

7. ENGINEER'S COMPENSATION ESTIMATIONS

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	\$17,900.00	Lump Sum
a. Field Data Collection	\$6,100.00	Lump Sum
b. Data Analysis	\$1,450.00	Lump Sum
c. Draft Report	\$10,350.00	Lump Sum
d. Reimbursables	\$150.00 (estimated)	As Needed

*Based on a [2]-month continuous observation period.

- B. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually

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rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

- A. **N/A – Water quality sampling and video inspection of sewer lines to be coordinated by Tontitown Water Department and data given to CK Civil Engineering.**

9. APPENDIX AND ATTACHMENTS:

- A. Appendix A to Task Order—Engineer's Services Under Task Order
- B. Appendix B to Task Order—Terms and Conditions
- C. Appendix C to Task Order – Concept Layout of Observation Extents

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

ENGINEER:

By:

By:



Print Name: Angela Russel

Print Name: Clint Karstetter

Title: Mayor

Title: Principal

Engineer's License or Firm's 4150
Certificate No. (if required):

State of: Arkansas

Task Order.

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Preliminary Engineering Agreement

Scope of Services and Fee Proposal

ADEQ Sewer Evaluation Report

Tontitown Waterworks; Tontitown, AR 72762

June 19th, 2025



CK Civil Engineering

155 Fantinel DR

Tontitown, AR 72762

ZakJ@ck-civil.com

(501) 454-3038

Task Order 3 - Preliminary Engineering Service

Task	Engineer V	Engineer I	Technician I	Surveyor	Survey Field Crew	Total Hours	Total Cost
Billing Rate (Effective thru Decmeber 31, 2025)	\$150.00	\$100.00	\$75.00	\$125.00	\$165.00		
1. Field Data Collection							
a. Perform visual inspection of every sanitary manhole between Waste Management and the Barrington Lift Station. Photographs to be taken for each manhole to be added to report. To include inspection of Pianalto and Barrington Lift Stations. Estiamted 70 MHs. Document deficiencies.	4	40				44	\$ 4,600.00
b. Investigate current odor compliants, perform interviews with local property owners	6	6				12	\$ 1,500.00
2. Data Analysis							
a. Complie other field data Camera contractor (to be coodinated by Water Department). Watch video footage and provide documentation of deficiencies.	2	6				8	\$ 900.00
b. Complie other field data from GTS for water quality (to be coodinated by Water Department). Plot results for report	1	4				5	\$ 550.00
3. Draft Report							
a, Draft Sewer Evalualtion Report summerizing findings	25					25	\$ 3,750.00
b. Identify possible mechanisms for pretreatment. May invovle communications with Waste Management (to be coordinate by Water Department). Design and implementation of pretreatment of the Waste Management facilitates NOT part of this scope.	20					20	\$ 3,000.00
c. Identify structural components in need of remediation. Provide conceptual remediation plan. Does NOT include engineering design.	20					20	\$ 3,000.00
d. Provide milestone schedule for corrective measures to remediate deficient structures within the Tontitown distribution network.	4					4	\$ 600.00
Total Hours	82	56	0	0	0	138	
Total Cost - Task 1 Preliminary Engineering Services	\$ 12,300.00	\$ 5,600.00	\$ -	\$ -	\$ -		\$ 17,900.00

Reimbursable Expenses

3. Reproduction and Printing [Photocopies and Plan Sheets for Review]	Printing Plans for Review	\$ 150.00
4. Outside Services	None at this Time	
Total		\$ 150.00

ENGINEERING SERVICES SUMMARY

Task 3 - Preliminary Engineering Services	\$ 17,900.00
Reimburable Expenses	\$ 150.00
Total	\$ 18,050.00

APPENDIX B — Terms and Conditions

1. **Authorization to Proceed:** Signing this document authorizes CKCE to begin work as outlined. This document constitutes the entire agreement.
2. **Termination:** Either the Owner or the Engineer may terminate the agreement by giving 15 business days of written notice to the other party. In such case, the Owner shall forthwith pay the Engineer in full for all work previously authorized and performed plus all expenses incurred prior to the effective date of termination. The Engineer reserves the right to suspend services if invoiced fees are not remitted within 30 days of the invoice date. Otherwise, any obligations and relationships created by this Agreement terminate upon completion of all applicable requirements of this Agreement.
3. **Consultants:** The Engineer may retain consultants qualified for the work of this project when deemed necessary but shall not engage a consultant to whom the Owner has a reasonable objection.
4. **Legal Requirements:** "Legal Requirements" means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders, and decrees of any governmental or quasi-governmental entity having jurisdiction over the Project, the practices involved in the Project, and the Services. The laws of the State of Arkansas shall govern this project.
5. **Hazardous Materials:** "Hazardous Materials" means any material, waste, substance, or chemical deemed hazardous under applicable legal requirements or regulated for handling, storage, remediation, or disposal. The Engineer and its consultants do not have, and cannot reasonably obtain, insurance for claims arising from professional services related to hazardous materials, including asbestos and other pollutants. The Owner agrees not to bring claims against the Engineer or its consultants, except for negligence, for services related to the investigation or remediation of hazardous substances. The Owner shall indemnify and hold harmless the Engineer, its consultants, agents, and employees from any claims, damages, losses, and expenses, including attorney fees, arising from work involving hazardous materials, provided such materials pose a risk of bodily injury or death and have not been rendered harmless. This indemnity does not apply if the damage, loss, or expense is due to the fault or negligence of the indemnified party. If the Engineer encounters hazardous materials, they will immediately inform the Owner.
6. **Ownership of Documents:** All models, photographs, plans, drawings, specifications, and other documents prepared by the Engineer or its consultants pursuant to this Agreement are instruments of professional service ("Instruments of Service"). The Engineer hereby grants to the Owner and its successors in interest to the Project an irrevocable license to utilize the plans, drawings, and specifications with respect to the construction, maintenance, repair, alteration, expansion, modification, and reconstruction of the Project. The Engineer shall retain ownership of all electronic Instruments of Service. The Engineer shall retain all common law, statutory, or other reserved rights therein and shall have the right to retain reproducible copies of the Instruments of Service and to reuse information and design concepts contained in them in the normal course of the Engineer's business. Should the Engineer or the Owner utilize the Instruments of Service on another project, the party utilizing the Instruments of Service shall indemnify, defend, and hold harmless the other from any and all liability, claims, suits, or demands associated with, resulting, or emanating from or related to the use thereof.
7. **Payments:** Invoices will be rendered at the completion of each service. Cancellation of the project after the start of services will be billed hourly not to exceed the overall established fee. Invoices past 60 days due will be subject to a monthly service charge of 1.5% which will be assessed in compliance with Arkansas 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 owing. Reimbursable expenses such as travel expenses, printing, shipping, plan review & permitting fees, and other expenses directly attributed to the projects will be billed at direct cost without markup. Any other expenses incurred by CKCE on behalf of the Owner will be billed at actual cost.
8. **Indemnification:** a. The Owner shall indemnify and hold harmless the Engineer and the Engineer's

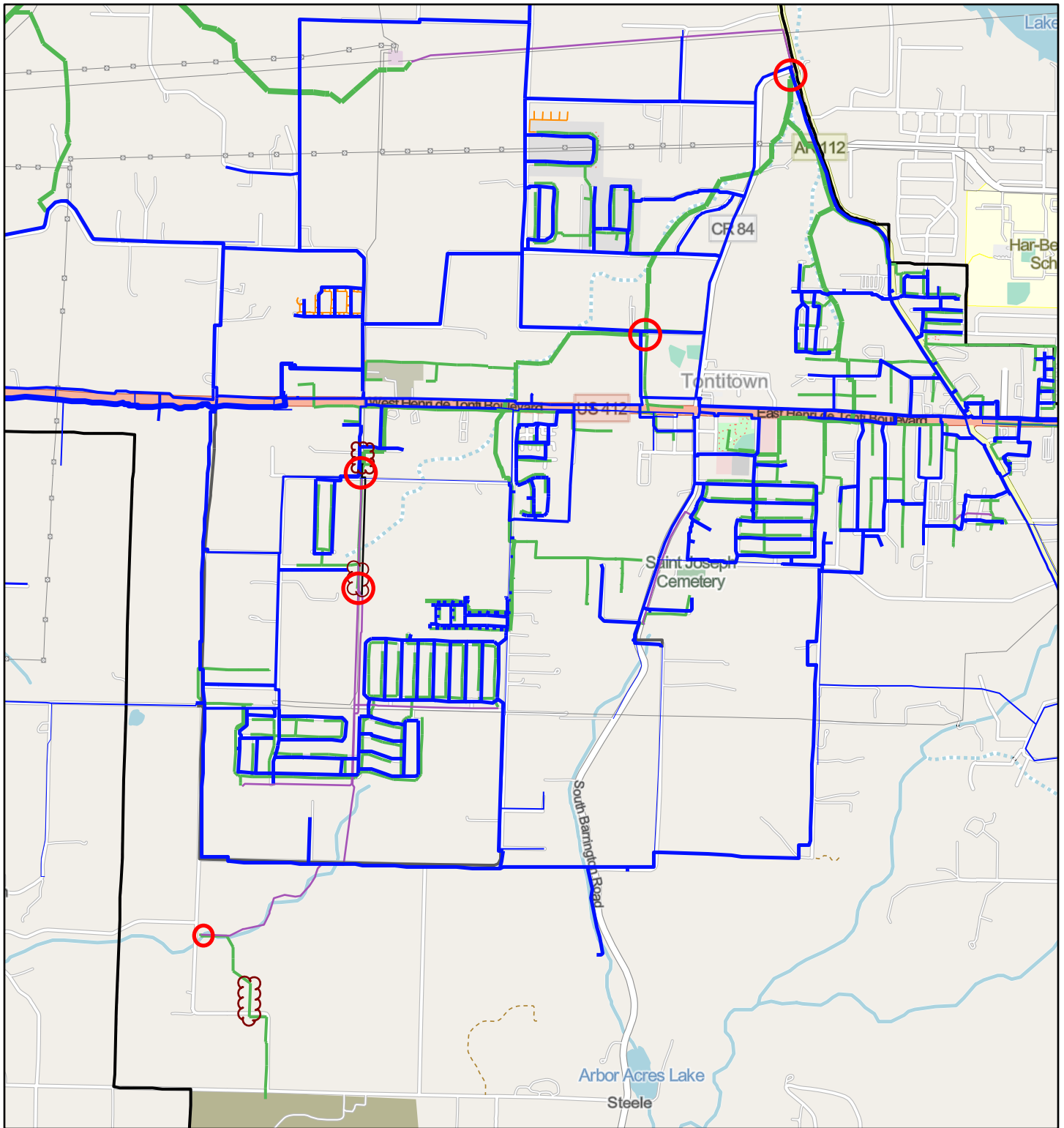
owners, officers, and employees from and against damages, losses, liabilities, judgments, and reasonable and actual defense-related costs (including court costs and fees and expenses of attorneys, accountants, experts, and investigators) arising from or related to claims by third parties to the extent they are caused by the negligent acts or omissions or willful misconduct of the Owner or its employees. b. The Engineer shall indemnify and hold harmless the Owner and the Owner's officers and employees from and against damages, losses, liabilities, judgments, and reasonable and actual defense-related costs (including court costs and fees and expenses of attorneys, accountants, experts, and investigators) arising from or related to claims by third parties to the extent they are caused by the negligent acts or omissions or willful misconduct of the Engineer or its employees.

9. **Certifications:** Engineer and/or Engineer's consultants shall not be required to sign any documents, no matter by whom requested, that would result in Engineer and/or Engineer's consultants having to certify, guarantee, or warrant the existence of conditions whose existence Engineer and/or Engineer's consultants cannot ascertain. Owner also agrees not to make the resolution of any dispute with Engineer and/or Engineer's consultants or payment of any amount due to Engineer in any way contingent upon Engineer and/or Engineer's consultants signing any such certification.
10. **Jobsite Safety:** Neither the professional activities of Engineer or Engineer's consultants, nor the presence of Engineer, Engineer's consultants, or their respective employees and sub-consultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties, and responsibilities, including but not limited to construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the Work in accordance with the Contract Documents and any health or safety precautions required by any applicable laws or regulations. Engineer and/or Engineer's consultants and their respective employees and sub-consultants have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. Owner agrees that the Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in Owner's agreement with the Contractor.
11. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both Owner and Professional, the risks have been allocated such that the Owner agrees to the fullest extent permitted by law to limit the liability of Engineer and Engineer's consultants and to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes so that the total aggregate liability of Engineer and Engineer's consultants to all those named shall not exceed the limits of the contract. Such claims and causes include but are not limited to negligence, professional errors or omissions, strict liability, breach of contract, or warranty.
12. **Betterment:** If due to Engineer's and/or Engineer's consultant's error, any required construction item or component of the Project is omitted from Engineer's and/or Engineer's consultant's construction documents, Engineer and/or Engineer's consultants shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Engineer and/or Engineer's consultants be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.
13. **Unforeseen Conditions:** Engineer shall not be responsible for unforeseen field conditions or any existing conditions concealed by the existing finishes that cannot be investigated by reasonable non-destructive visual observation.
14. **Estimates:** All estimates provided by the Engineer, including but not limited to quantities, costs, and schedules, are based on experience, industry practices, and software calculations. These estimates are provided for informational purposes only and are subject to change due to market conditions, actual field conditions, and other factors beyond the Engineer's control. The Professional does not guarantee the accuracy of these estimates and assumes no liability for any discrepancies or variances that may arise. The Owner acknowledges and agrees that the Professional shall not be held responsible for any costs, expenses, or losses incurred due to reliance on these estimates. If

the project comes in and the lowest bid is above the estimate for the project, the owner understands the Engineer will not have to re-design the project without additional compensation.

15. **Force Majeure:** CKCE is not responsible for delays or failures caused by events beyond its control, including natural disasters, strikes, or other force majeure events.
16. **Dispute Resolution:** Any disputes arising from this agreement shall be resolved through binding arbitration. Each party will select one arbitrator, and the two arbitrators will select a third. The arbitration will be conducted in accordance with the rules of the American Arbitration Association.
17. **Insurance Requirements:** CKCE will maintain appropriate insurance coverage and provide proof of insurance upon request.
 - a. Automobile Insurance \$500,000
 - b. General Liability \$1,000,000
 - c. Professional Liability \$2,000,000
 - d. Workers compensation Statutory Limit
18. **Amendments:** Any amendments or modifications to this agreement must be made in writing and signed by both parties.
19. **Severability:** If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
20. **Entire Agreement:** This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This agreement shall bind the Owner, Engineer, and their successors, executors, administrators, and assigns of such other party in respect to all covenants or agreements without the written consent of the other party. Nothing included in these documents shall be constructed as creating personal liability by any officer or agent to any public body which may be a party hereto.

ArcGIS Web Map



6/16/2025, 3:56:21 PM

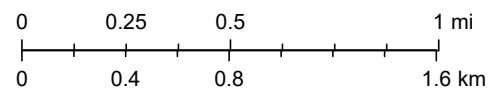
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|--|-----------------|--|------------------------------|
| | 18 INCH | | Sanitary Forcemain Abandoned |
| | 12 INCH | | Sanitary Forcemain |
| | 8 INCH | | Low Pressure Sewer |
| | 6 INCH | | Sewer - 18" |
| | 4 INCH | | Sewer - 15" |
| | 3 INCH | | Sewer - 12" |
| | 2 INCH | | Sewer - 8" |
| | Abandoned Water | | City Boundary |



**GRAB SAMPLE
LOCATION**

**PIPE CAMERA
TEST**

1:36,112



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