



**Bentonville Utility Board
Meeting Agenda
March 17, 2026
11:30 AM
Bentonville City Hall**

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: March 3, 2026

I. New Business

- 1. Resolution to Purchase a Heavy Duty Forklift from Wiese using Sourcewell Co-op **Resolution****

A resolution to purchase a heavy duty forklift from Wiese through participation in the Sourcewell Cooperative (Co-Op) contract 053024 for \$99,340.00 plus taxes and estimated freight (\$9,500). Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 053024, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. No budget adjustment is needed.
- 2. Resolution to Declare Certain Material as Surplus **Resolution****

Resolution to declare certain water pipe surplus for disposal due to age and condition of the pipe. Total cost of surplus items is \$1,426.48. No budget adjustment is needed.
- 3. Resolution Authorizing an Agreement with Olsson, Inc. for 2026 Sewer Model Expansion **Resolution****

Staff is requesting approval of a resolution authorizing the Mayor and the City Clerk to enter into an Agreement with Olsson, Inc. in the amount of \$165,000.00. The agreement is required for professional services associated with expanding and enhancing the sewer model, which will further support informed decision-making and future planning efforts. Olsson was selected following state procurement requirements (SOQ-25-86). No budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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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):



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Tanya Moore, Purchasing Agent, Purchasing and Compliance Department

DATE: March 12, 2026

SUBJECT: Caterpillar DP70P2 Forklift Sourcewell Cooperative

The Purchasing and Compliance Department has reviewed the documentation provided by the Electric Utilities Department for the purchase of 1 Caterpillar DP70P2 Forklift in the amount of \$99,340.00 under Sourcewell Contract 053024-MCF.

Based on the review of contract documentation, pricing verification, and cooperative purchasing compliance, the Purchasing and Compliance Department confirms that the request complies with the City of Bentonville's Purchasing Policy, Section 4.6, for Cooperative Purchases Meeting or Exceeding the Council Threshold and is allowed pursuant to Arkansas State Statute 19-61-802.

Please feel free to contact me with any questions.

Tanya Moore
Purchasing Agent
(479) 271-3115
Tmoore@bentonville.com



QUOTATION PREPARED FOR

Customer: City of Bentonville
 Contact: Amy Smith
 Address: 501 SW 28th St
 Bentonville, AR 72712
 Phone: 479-271-3145
 Quote#: Q-36631-T6W6F

PREPARED BY

Date: Friday, March 6, 2026
 Sales Rep: Jay Boston
 Address: 4773 N Thompson St
 Springdale, AR 72764
 Direct Phone: 479-751-1102
 Mobile: 479-225-3833
 Fax: 479-751-0218

CATERPILLAR MODEL: DP70P2 SOURCEWELL PRICING

QTY	CATEGORY	DESCRIPTION
1	CHASSIS	15,500 lb Capacity ICP Diesel - DP70P (w/ Kubota V3800 55 KW)
1	MAST	118"MFH/94.4"OALH/8.1"Simplex. .
1	FORKS	Fork L: 60" x 6" x 2.75"
1	RATINGS & STANDARDS	UL Approved
1	POWERTRAIN	Two Speed Powershift Transmission
1	POWERTRAIN	Kubota V3800 4-Cylinder Diesel Engine
1	SIDESHIFTER	Integral Side shifter -Hook on type for VM Mast
1	DRIVE WHEELS / TIRES	Dual Solid Pneumatic Tires - Front
1	WARRANTY	Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months; 4000 Hours Powertrain
1	STEER WHEELS / TIRES	Solid Pneumatic Tires - Rear
1	LOAD BACKREST	Load Backrest for Standard Carriage, H:1000mm [STD]
1	HYDRAULIC ACTIVATION	3 Spool Valve [STD]
1	OVERHEAD GUARD	Standard Overhead Guard
1	SPECIAL APPLICATIONS	Presence Detection System
1	SPECIAL APPLICATIONS	CCV Heater [STD]
1	SPECIAL APPLICATIONS	Hydraulic Oil Cooler
1	SPECIAL APPLICATIONS	Large Capacity Battery [STD]
1	WARNING / LIGHT	Backup Alarm [STD]
1	WARNING / LIGHT	LED Lamps - Rear Combination and Back-Up
1	WARNING / LIGHT	Headlamp LED [STD]
1	SEAT	Full Suspension Vinyl Seat
1	ACCESSORIES	Rear view mirror - Large Size

SUMMARY FOR CATERPILLAR MODEL: DP70P2

UNITS: 1
 PRICE PER UNIT: \$99,340
 TOTAL: \$99,340

FREIGHT: FOB FACTORY (FREIGHT ESTIMATE \$9,500)

PROPOSAL SUMMARY

EQUIPMENT DESCRIPTION	UNITS	PER UNIT	TOTAL
Caterpillar DP70P2 - 15,500 lb Capacity ICP Diesel - DP70P (w/ Kubota V3800 55 KW)	1	\$99,340	\$99,340
TOTAL INVESTMENT:	1		\$99,340



Agency Information:

City of Bentonville

Sourcwell Member ID: 93163

Manufacturer Sourcwell Contract number: 053024-MCF

BY SIGNING THIS PROPOSAL ("ORDER"), UNDERSIGNED AGREES TO PAY FOR AND AUTHORIZES WIESE TO PROCEED WITH THE SALE OF PRODUCTS AND SERVICES DESCRIBED IN THIS PROPOSAL, IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITIONS

Order Approved and Accepted by:
City of Bentonville
AUTHORIZED SIGNER

AUTHORIZED SIGNATURE

TITLE

PRINTED NAME

DATE ACCEPTED

PURCHASE ORDER NUMBER

WIESE TERMS AND CONDITIONS

PROPOSAL VALIDITY PERIOD: Unless otherwise indicated on the proposal, written proposals by Wiese USA, Inc. shall expire automatically seven (7) days after the date appearing on the proposal unless Wiese USA, Inc. receives and accepts Customer's order within that period.
STANDARD TERMS: Net 10 days, subject to credit approval. Lease rates are subject to credit approval/documentation. Freight, surcharges, and applicable taxes may apply. Wiese Terms and Conditions are subject to change.
CANCELLATION OR CHANGES : Customer agrees to pay costs and expenses, up to 100% of the order value, incurred as a result of any cancellation or change.
WARRANTY: To the extent permitted, Wiese will pass to Customer any applicable manufacturer's warranty of the Products, and makes no other warranties express or implied. Used Equipment is sold "as is" unless noted otherwise in this proposal.
MISCELLANEOUS: Customer represents that it shall possess and will maintain all applicable and required permits, licenses, approvals, registrations, consents and certificates.
ENTIRE AGREEMENT: This Order constitutes the entire agreement between the parties . Any modification must be made in writing and approved by both parties. Any service work to be performed by Wiese is subject to separate terms and conditions.



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Ordinance	Resolution	Informational	

Title, Recommendation & Justification

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Action Recommendation & Justification:	
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Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville Surplus Form

ALL ITEMS WITH AN ORIGINAL COST OF \$4,500.00 OR MORE MUST HAVE A SERIAL NUMBER OR ASSET ID LISTED

(PLEASE DO NOT SEND YOUR COMPLETED COPY AS A .PDF)

Department	Contact Person	Description	Item Age	Year	Manufacturer	Model	Measurements	Miles/Hours	Current Location	Condition (known issues, missing parts, won't start, etc.)	Asset ID, S/N, VIN (if any)	
1	Warehouse	Amy Smith	PIPE 4" C900 WATER PIPE (COB #4415)	20+	2004	Jet Stream	NA	140'	NA	Warehouse	NOT USABLE - BRITTLE	\$1.4573/FT \$204.02
2			PIPE 18" C905 WATER PIPE (COB #4410)	20+	2004	Jet Stream	NA	60'	NA	Warehouse	NOT USABLE - BRITTLE	\$38.61/FT \$231.66
3			PIPE 18" SDR-26 SEWER PIPE (COB #4411)	20+	2004	Jet Stream	NA	28'	NA	Warehouse	NOT USABLE - BRITTLE	\$18.15/FT \$508.20
4			PIPE 24" C905 WATER PIPE (COB #4413)	20+	2004	Jet Stream	NA	20'	NA	Warehouse	NOT USABLE - BRITTLE	\$24.13/FT \$482.60
5												
6												\$1426.48 TOTAL
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												



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Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: SOQ-25-86 2026 Sewer Modeling Expansion ("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 "PROFESSIONAL CONSULTANT" (collectively, the "PARTIES").

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

RECITALS:

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

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

ARTICLE I - PROJECT DESCRIPTION

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

ARTICLE II - SCOPE OF SERVICE

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

ARTICLE III - STANDARD OF CARE

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

ARTICLE IV - ADDITIONAL SERVICES

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

ARTICLE V - SCHEDULE OF FEES, TERM, 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", attached hereto and incorporated herein by reference.
- B. CONTRACT TERM. The term for this Contract shall be a one (1) year term.
- C. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- D. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT.
- E. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.
- F. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.

- G. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

ARTICLE VI - INSURANCE

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

ARTICLE VII - RIGHT OF ACCESS

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

ARTICLE VIII - RECORDS AND RETENTION

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

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

ARTICLE IX - SAFETY

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

ARTICLE X - TERMINATION

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

ARTICLE XI - INDEMNIFICATION

- A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their

respective employees and agents. PROFESSIONAL CONSULTANT is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence

- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

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

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIV - DISPUTE RESOLUTION

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

ARTICLE XV - OPINIONS OF PROBABLE COST

- A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.

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

ARTICLE XVI - APPLICABLE LAWS

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

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

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

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

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

ARTICLE XX – 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 sixty-five thousand dollars and zero cents (\$165,000.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

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

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

<hr/> PROFESSIONAL CONSULTANT <hr/>
<hr/> BY <hr/>
<hr/> TITLE <hr/>
<hr/> DATE SIGNED <hr/>

APPENDIX A PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

Bentonville Water Utilities is expanding its existing hydraulic sewer model to incorporate an additional sewer basin, Shell Basin, and expand Town Branch Basin and McKisic 10 and 12 Sub-basins to include all gravity pipes, expanding and enhancing model capabilities...

Modeling efforts will begin following council approval of the agreement, anticipated March 31, 2026, and are expected to be complete in October 2026.

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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, capacity and performance requirements, and any budgetary limitations.
- Assist the PROFESSIONAL CONSULTANT by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the PROFESSIONAL CONSULTANT in accordance with the terms of the AGREEMENT.

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

- Subcontracting of services by the PROFESSIONAL CONSULTANT shall have prior approval of the CITY.

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SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated _____ between City of Bentonville ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project Description:

Bentonville Water Utilities (BWU) is expanding its existing hydraulic sewer model to incorporate an additional sewer basin, Shell Basin, and expand Town Branch Basin and McKisic 10 and 12 Sub-basins to include all gravity pipes, expanding and enhancing model capabilities. This work utilizes TREKK data, Olsson survey data, BWU GIS, and previous modeling completed under the Peak Flow Management Program.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Project Management

1. Provide ongoing project management services throughout the duration of the project. This includes managing and monitoring the scope, schedule, and budget to ensure successful delivery of all project objectives. Olsson will process invoices, coordinate project activities, and maintain documentation to support effective project execution.
2. Conduct a project initiation meeting with stakeholders to refine project scope, review the project site, identify specific goals, determine survey area, establish schedule for completion, and establish channels of communication. Olsson will prepare and distribute minutes of the meeting.
3. Schedule and facilitate up to ten (10) virtual progress meetings with project stakeholders to review status, address any issues, and ensure alignment with project goals and timelines. Olsson will prepare and distribute meeting agendas and minutes for each progress meeting.
4. Assumption: progress meetings are assumed to be up to 60 minutes each; additional time or additional meetings beyond ten (10) are Optional Additional Services.

Phase 200 – Data Collection

1. Collect Geographic Information System (GIS) data from the City as required for incorporation into the sanitary sewer model. Review and process the received GIS data to ensure it is suitable for model integration. This task will focus on data acquisition, basic review, and preparation for use in the model; advanced GIS processing or manipulation of the data is specifically excluded from this scope.

2. For clarity, “advanced GIS processing” includes topology repair, parcel fabric creation, enterprise geodatabase administration, schema redesign, or field verification beyond the survey described herein.

Phase 301 – Hydraulic Modeling – Town Branch Basin and McKisic 10 and 12

Hydraulic sewer modeling efforts for Phase 301 shall focus on improving the existing model in the sub-basins described from a trunk model (main interceptors) to a more comprehensive model that includes all publicly owned pipes within the specified areas. By incorporating these additional details, the model will become more accurate and robust, enabling the city to evaluate the impacts of proposed developments with greater precision and reliability. This enhanced level of detail will support more informed decision-making and future planning efforts.

1. Add all gravity pipes and manholes in high priority Sub-Basins using data previously collected by TREKK in Part II. The high priority basins include Town Branch sub-basins TB2, TB3, TB4, TB5, TB6 and McKisic sub-basins MK10, MK12. Task shall include data QC, GIS processing, model importation, and model updates to provide a functional and calibrated InfoWorks ICM hydraulic model. The high priority areas are depicted in red in the included Exhibit 1, City of Bentonville Sanitary Sewer Sub-Basin Map.
 - i. TB 3 - Omit sewer at the existing Walmart office. Stop at MH 403-254
2. Add all gravity pipes and manholes in Town Branch Sub-Basins TB1 and TB7 using survey data to be collected by Olsson. These areas are depicted in the included Exhibit 1, City of Bentonville Sanitary Sewer Sub-Basin Map.
 - i. For TB 1 and TB 7 - BWU will provide as-builts for new sewer along south side of Wal Mart Campus, a total of 28 manholes (404-7925 to 404-7868)
3. Adding additional existing lift stations to the areas in Town Branch and McKisic sewer basins is excluded.
4. The Wal-Mart Lift Station has been added to the model by BWU. Olsson shall review the input of the lift station and may request data to confirm simulation represents operation.
5. Redistribute previously established dry weather and wet weather flow parameters from grouped sub-catchments to individual parcel sub-catchments for all scenarios.
6. Dry weather flow redistribution for existing scenarios will be evenly spread across residential and commercial parcels, weighted by residential to commercial water use ratio and unit counts.
7. Dry weather flow distribution for future scenarios will be based on Bentonville Future Land Use Map as previously analyzed in Part II of Peak Flow Management study.
8. Wet weather flow scenarios will redistribute RDII parameters previously developed to revised parcel sub-catchments based on area.
9. Mass balance: redistribution of dry-weather flows and RDII parameters will preserve total basin flows for each scenario unless revisions are required due to validated data corrections; any such revisions will be documented in the Technical Memorandum.

Phase 302 – Hydraulic Modeling Expansion – Shell Basin

Hydraulic modeling efforts for Phase 302 shall focus on expanding the existing model to include the identified Shell basin. The model expansion shall include main interceptors, generally pipes 12-inch and larger, to provide the city with capacity calculations on existing sewer infrastructure in developing areas. Existing conditions will be calibrated using flow data provided by the city, ensuring the model accurately represents real-world system performance. Additionally, a future conditions scenario will be developed using the City of Bentonville's Future Land Use Map (FLUM) to evaluate capacity needs. This approach will help ensure that the model accurately reflects current and anticipated flow conditions, supporting effective planning and decision-making for future development in the area. By prioritizing the inclusion of larger pipes, the city can better assess system performance and identify potential upgrades needed to accommodate growth.

1. Include all pipes 12-inches in diameter and larger, and associated manholes, within the Shell Basin in the hydraulic model.
2. Incorporate the Thornbrook lift station into the modeled network; exclude all other lift stations unless specifically authorized. Data for Thorn Brook Lift Station will be provided by the City. Minimum data requirements include plans of record and installed pump curves. Additional information such as draw down testing and/or force main flow metering will improve model accuracy and should be provided by the City if available.
3. A combination of city provided GIS DATA and Plans of Record shall be used as the source for inputting manhole and pipe attributes (e.g., location, size, material, invert elevations). Missing data may be collected by Olsson Survey team for up to allocated amount of manholes listed in Phase 500.
4. Develop an existing conditions scenario using flow and rainfall monitoring data at up to 4 locations within the Shell Basin.
5. After 90 days, Flow and Rain Monitoring data shall be reviewed by City and Olsson to decide if sufficient wet weather and dry weather has been observed and quality data has been captured. If data is insufficient for modeling purposes, additional monitoring shall be conducted and project schedule will be adjusted.
6. Analyze monitoring data to establish and assign dry and wet weather flow parameters for the modeled sub-catchments.
7. Calibrate the hydraulic model to observed flow data for both dry and wet weather events. Calibration criteria established in peak flow management study part II will be used.
8. Perform quality control (QC) reviews of model setup, calibration, and scenario results, documenting assumptions and data sources.
9. Map the existing sewer system conditions, including pipe alignments, manhole locations, and identified system constraints based on model results.
10. Develop a future conditions scenario using the City of Bentonville's Future Land Use Map (FLUM) to project and assign anticipated flows for capacity analysis.
11. Recommend pipe sizing for future system needs based on existing pipe alignment and slope, as determined by model capacity analysis; alternative alignment analysis and cost estimating are excluded from this scope.

Phase 400 – Technical Memorandum

1. Olsson will prepare a technical memorandum intended for city staff and project stakeholders, providing a record of the analyses conducted. The memo shall include:
 - Description of modeling activities undertaken.
 - Identification of revisions to system attributes and incorporation of new data sources.
 - Clear identification of updates and added elements to the hydraulic model for transparency.
 - Reference modeling methods and methodologies consistent with the previous peak flow management study.
 - Describe and provide rationale for any new methods or methodologies used, with explanation and justification for each approach.
 - Recommendations for capital improvements based on future scenario and recommendations for rainfall dependent I/I based on flow monitoring data analysis.
 - Maps illustrating the capacity of the existing sewer system for all analyzed areas.
 - Maps showing recommended improvements for the Shell Basin to support future planning and decision-making.
2. Deliverables:
 - Technical Memorandum (PDF).
 - Updated model package including InfoWorks ICM database/export and supporting GIS layers used for model build.
 - Map figures showing model results in PDF format.

Phase 500 – Survey Services

Olsson will collect existing Sanitary Sewer structure data as part of an ongoing sanitary sewer analysis for the City of Bentonville (“Client”). This scope includes 139 identified manholes, excluding pipe networks as shown in Exhibit 2 and 3. An additional 31 manholes, with locations yet to be determined, are also include in this scope. The total maximum number of manholes included in this scope is 170.

Olsson will collect horizontal and vertical data for sanitary sewer structure rim elevation and invert elevations of connecting pipes, along with pipe size and material, manhole structure condition, and direction of flow, if discernible by reasonable above rim observation. No entry into confined spaces will be performed. Limited alignment data of connecting pipes to and from structures surveyed will be gathered where feasible Survey does not include topographic data of surrounding areas.

Elevations will be tied to City of Bentonville monumentation and further based on NAVD 1988 vertical datum, and horizontal data will follow NAD83 State Plane Coordinates, Arkansas North Zone.

Deliverables

Olsson will provide sanitary sewer structure data upon completion of fieldwork and office calculations.

Deliverables will include:

- A CAD file containing all surveyed sanitary sewer structures, including rim elevations, invert elevations, and pipe connection information.
- Digital photographs collected during fieldwork.
- 3D Point Cloud scan data (if attainable).
- Standardized structure data sheets for each structure summarizing: structure ID and location, Rim elevation, Invert elevations for all attainable connecting pipes, pipe sizes and materials, and observed conditions, Direction of flow for each connecting pipe, Notes on accessibility or obstructions encountered.

Schedule of Survey Services:

- Kickoff meeting - Upon notice to proceed, Olsson will conduct a meeting with the City of Bentonville to discuss project area, standardized data collection form, timelines, etc.
- Fieldwork - Olsson anticipates beginning field work on May 1, 2026, for the initial set of 139 manholes, and a time to be determined, for the remaining 31 manholes. The fieldwork duration for each phase is expected to be approximately four (4) weeks, depending on weather conditions and the accessibility of the sites and structures.
- Project Updates - Olsson to provide weekly updates to the Client on field work and office calculations.
- Deliverable - Anticipated to be completed approximately four (4) weeks after the conclusion of fieldwork for each phase.

Phase 600 – Subconsultant QC / Workshop

Olsson shall retain the services of subconsultant M3 to provide peer review of the sanitary sewer model creation. M3 will conduct two QC peer reviews of the updated model to ensure accuracy and consistency with project objectives. Additionally, M3 will participate in a workshop to align methods and methodologies for converting the trunk sewer model to an all-pipe model, as described in Phase 301.

The peer review process provides significant benefits to the Client by ensuring that all methodologies and recommendations are thoroughly evaluated for accuracy, reliability, and consistency with industry best practices. By incorporating independent expertise and fresh perspectives, the Client gains increased confidence in the validity of the study's findings and proposed solutions. This collaborative approach not only enhances the quality of data and analyses, but also helps to identify potential issues early, leading to better-informed capital improvement decisions and more effective long-term planning for the sewer system.

Client Responsibilities

- BWU will provide available GIS, FLUM, Plans of Record, and prior model files/data necessary for the work; provide or arrange access/right-of-entry to facilities; provide flow and rainfall monitoring datasets; and designate a point of contact for timely reviews and decisions. Delays in BWU-provided inputs may affect schedule.
- Client is responsible for coordination and site access to non-public properties prior to survey commencement.
- Client to provide assistance for access to sanitary sewer manhole structures where standard field practices are ineffective (e.g., inaccessible, welded, or bolted manholes that will not open with standard effort).
- If invert elevations, pipe sizes, pipe materials are not attainable due to volume, blockages, or obstructions, Olsson shall request assistance from City of Bentonville. Olsson is not responsible for maintenance or bypass pumping required to obtain survey information.

Exclusions

- Survey beyond scoped 170 manholes are excluded; re-visits due to access restrictions, buried structures, or unsafe conditions.
- Traffic control beyond standard short-duration procedures; lane closures; flagging; railroad coordination; and permit fees.
- Structure locations to be surveyed will be based on City GIS data and field observations. Olsson is not responsible for unknown, inaccessible, or obscured structures.
- Confined space entry, manhole cleaning, bypass pumping, dewatering, or vacuum truck services.
- Boundary survey and construction staking are excluded.
- Additional survey services may be offered upon client approval and may affect cost and schedule.
- Flow meter installation, maintenance, troubleshooting, retrieval, and replacement; field investigation of faulty meters.
- CCTV inspection, smoke testing, dye testing, I/I source tracing, SSES tasks, or rehabilitation design.
- Modeling of private sewer systems, laterals, or appurtenances not in BWU ownership; field verification of private connections.
- Hydraulic/transient analysis of force mains; pump station modeling beyond Thornbrook unless authorized; electrical/controls evaluation.
- Stormwater modeling, cross-connection investigations, or combined system analysis (if any).
- Detailed GIS database cleanup (topology repair, schema redesign, enterprise geodatabase administration), and creation of new authoritative GIS datasets.
- Engineering design (plans/specs), permitting, cost estimating beyond planning-level screening, bid/award support, and construction administration.

- Alternative alignments, route studies, easement acquisition support, property negotiations, or appraisals.
- Opinion of probable cost for recommended improvements.
- Presentation of findings to utility board and city council.
- Public meetings, stakeholder outreach, or responses to third-party/developer inquiries beyond normal coordination meetings.
- Legal review, expert testimony, and services related to litigation or claims.
- Accelerated schedules or overtime work unless separately authorized in writing.

Should Client request work in addition to the Scope of Services, Olsson 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. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

EXHIBIT 1
City of Bentonville Sanitary Sewer Sub-Basin Map

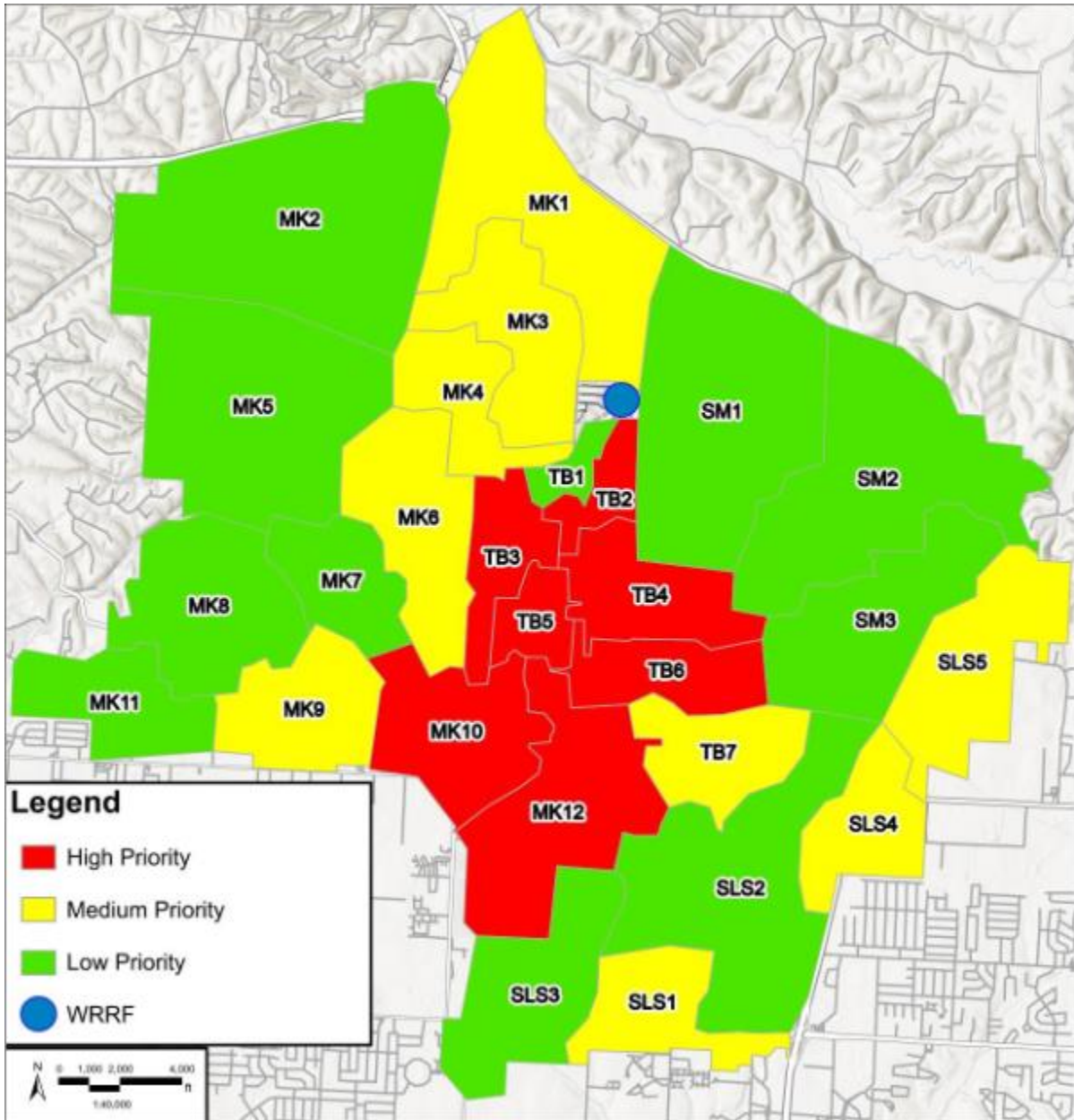
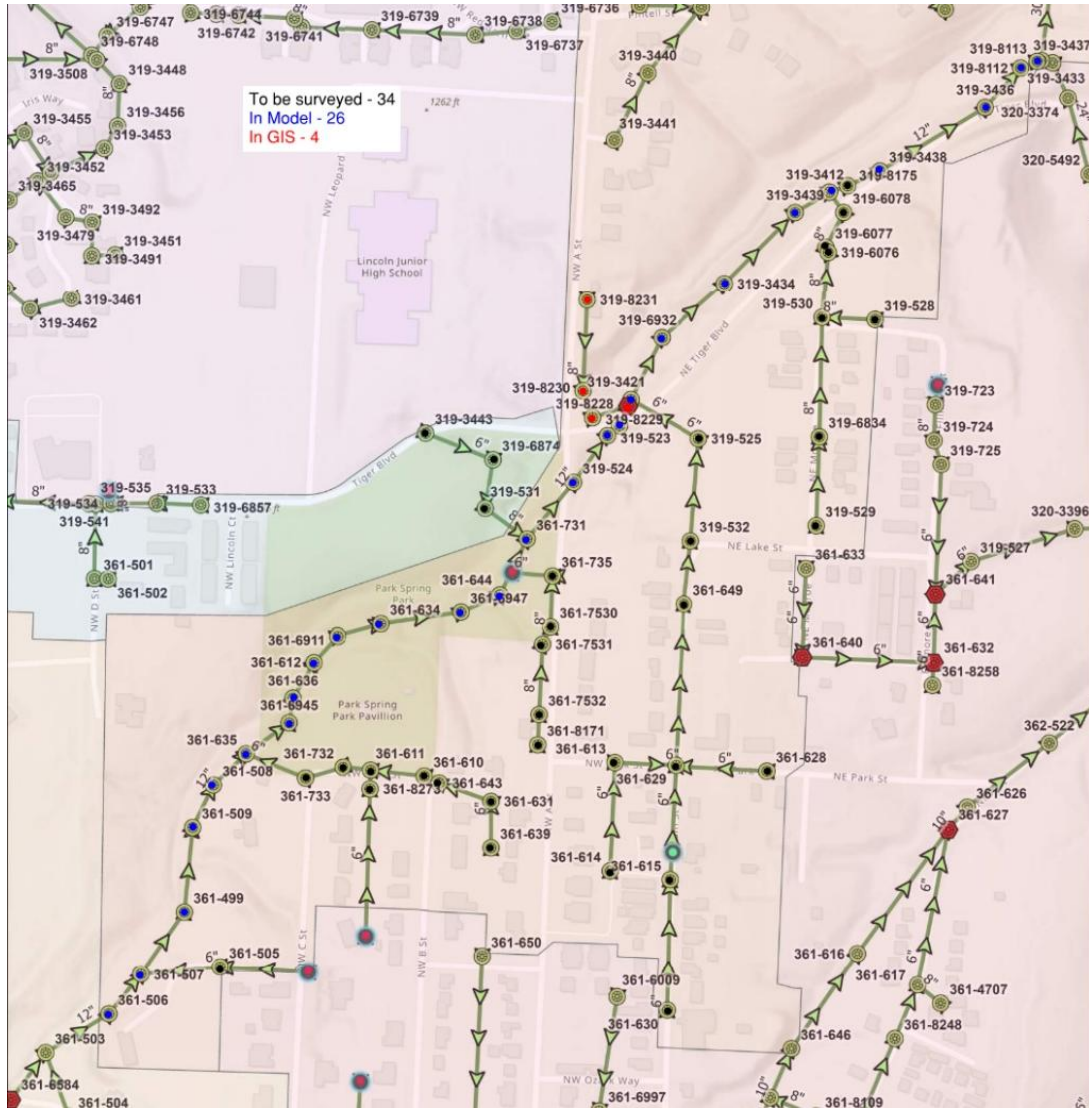


EXHIBIT 2 Sanitary Sewer Structure Sub-Basin Town Branch 1(TB1) Data Collection Area



APPENDIX C
SCHEDULE OF FEES

FEE SCHEDULE FOLLOWS

Date: 3/10/2026
 Job: BWU Sewer Modeling - Town Branch and McKisic revisions and Shell Basin

TOTALS

Phase/ Task	Description of Work	Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee	Phase Total
100	Project Management	-	\$ -			
100001	General Project Management	3.00	\$ 5,242.62	\$ 140.00	\$ 5,382.62	\$ 14,459.21
100002	Project Kickoff Meeting	0.88	\$ 1,124.34	\$ -	\$ 1,124.34	
100003	Progress Meetings (10x)	5.63	\$ 7,952.24	\$ -	\$ 7,952.24	
		-	\$ -	\$ -	\$ -	
200	Data Collection	-	\$ -	\$ -	\$ -	\$ 3,533.70
200001	Reviewing SSES Data	2.00	\$ 1,766.85	\$ -	\$ 1,766.85	
200002	Reviewing and Cleaning Manhole Survey Data	2.00	\$ 1,766.85	\$ -	\$ 1,766.85	
		-	\$ -	\$ -	\$ -	
		-	\$ -	\$ -	\$ -	
301	Hydraulic Modeling - Town Branch Basin and Mckisic 10 & 12	-	\$ -	\$ -	\$ -	\$ 36,218.18
301001	Updating Model with SSES and Survey Data	7.63	\$ 7,283.78	\$ -	\$ 7,283.78	
301002	Updating Model Subcatchments	15.00	\$ 13,481.86	\$ -	\$ 13,481.86	
301003	Model DWF Calibration	3.13	\$ 4,081.92	\$ -	\$ 4,081.92	
301004	Model WW Calibration	5.25	\$ 6,648.58	\$ -	\$ 6,648.58	
301005	QA/QC	0.75	\$ 1,397.76	\$ -	\$ 1,397.76	
301005	Analysis/Compare to previous study	2.63	\$ 3,324.29	\$ -	\$ 3,324.29	
		-	\$ -	\$ -	\$ -	
		-	\$ -	\$ -	\$ -	
302	Hydraulic Modeling - Shell Basin	-	\$ -	\$ -	\$ -	\$ 32,605.99
302001	Create Model from as-built and additional data.	7.64	\$ 8,213.86	\$ -	\$ 8,213.86	
302002	SSOAP Analysis (4 flow monitors)	4.50	\$ 4,805.25	\$ -	\$ 4,805.25	
302003	Model DWF Calibration	1.25	\$ 1,349.34	\$ -	\$ 1,349.34	
302004	Model WW Calibration	3.50	\$ 3,865.54	\$ -	\$ 3,865.54	
302005	Existing conditions analysis	2.00	\$ 2,682.11	\$ -	\$ 2,682.11	
302006	Build Future Scenario (Based on FLUM)	4.25	\$ 4,283.04	\$ -	\$ 4,283.04	
302007	Analysis - Recommendations for current alignment upsizing	1.88	\$ 2,536.26	\$ -	\$ 2,536.26	
302008	QA/QC	0.75	\$ 1,397.76	\$ -	\$ 1,397.76	
302009	Workshop CIP	2.00	\$ 3,472.83	\$ -	\$ 3,472.83	
		-	\$ -	\$ -	\$ -	
		-	\$ -	\$ -	\$ -	
400	Technical Memorandum	-	\$ -	\$ -	\$ -	\$ 24,730.43
400001	Develop Technical Memo	15.00	\$ 13,635.52	\$ -	\$ 13,635.52	
400002	TM QA/QC	2.00	\$ 4,295.68	\$ -	\$ 4,295.68	
400003	Finalizing Draft TM	2.00	\$ 2,333.70	\$ -	\$ 2,333.70	
400006	Reviewing Client Comments and Updating TM	4.50	\$ 4,465.54	\$ -	\$ 4,465.54	
		-	\$ -	\$ -	\$ -	
		-	\$ -	\$ -	\$ -	
500	Manhole Survey	-	\$ -	\$ -	\$ -	\$ 35,000.00
500001	Manhole Surveying (up to 170 manholes)	-	\$ 35,000.00	\$ -	\$ 35,000.00	
		-	\$ -	\$ -	\$ -	
600	Subconsultant QC/Workshops	-	\$ -	\$ -	\$ -	\$ 18,452.50
600001	M3 Consulting - QC	-	\$ 18,452.50	\$ -	\$ 18,452.50	
		-	\$ -	\$ -	\$ -	
		-	\$ -	\$ -	\$ -	
GRAND TOTAL		99.2	164860.0	140.0	\$ 165,000.00	\$ 165,000.00