



**Bentonville Utility Board
Meeting Agenda
June 16, 2026
11:30 AM
Bentonville City Hall**

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: May 19, 2026

I. New Business

1. **Ordinance Approving a Waiver of Bid & Reserve Slots for 3 Substation Transformers from Prolec - GE** **Ordinance***

Due to volatility in the transformer market, BEUD is waiving competitive bidding and entering into an agreement with Prolec - GE to reserve slots for 3 substation transformers for future BEUD capital projects concerning substations for \$450,000.00. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. A budget adjustment is needed.
2. **Resolution Authorizing a Contract Amendment to the Water and Wastewater Capacity Fee Analysis** **Resolution**

A resolution requested by Staff for Council to authorize the Mayor and City Clerk to enter into a professional services agreement Amendment with Raftelis Finances Consultants, Inc. (Raftelis) reducing the contract amount by \$16,200.00 for a revised amount not to exceed \$43,400 and extending the contract time to December 31,2026. A budget adjustment is needed.
3. **Resolution Authorizing a Contract Amendment - Water & Wastewater Rate Analysis and Financial Plan** **Resolution**

A resolution requested by Staff for Council to authorize the Mayor and City Clerk to enter into a professional services agreement Amendment with Raftelis Finances Consultants, Inc. (Raftelis) in an amount not to exceed \$16,200.00. No budget adjustment is needed.
4. **Ordinance Adopting Revisions for the 2026 Water Utilities Department Specifications Update** **Ordinance***

Staff requests council approval of an ordinance adopting revisions to the Water Utilities Department Specifications. The focus of the proposed revision was to provide more opportunity for development to take advantage of reduced and/or zero setbacks and other features of the recently adopted Unified Development Code by allowing flexibility in the placement of water and sewer utilities if certain requirements are met. No budget adjustment is needed.

5. **Resolution Approving Amendment #1** **Resolution**
for the 2026 Sewer Model Expansion
Shell Basin Interceptor

Staff is requesting approval of a resolution authorizing the Mayor and the City Clerk to enter into an Agreement for Amendment #1 with Olsson, Inc. in the amount of \$977,277.00. This is to amend the current model expansion contract to initiate concurrent design services for improvements with the lower Shell Basin. 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):



CITY OF BENTONVILLE

Prolec-GE Waukesha Quotation 3000016 (Q-00043169)

REV. DESCRIPTION
0 Initial Release

CREATED BY DATE
Mariana Escobedo 05/15/2026



Brazil

Mexico

USA



Quotation # 30000016 (Q-00043169)
05/15/2026

Prolec-GE Waukesha, Inc. Quotation

CITY OF BENTONVILLE, AR
117 W Central Ave
Bentonville, AR 72712-5256

Inquiry Prospective Production Slot Fee
Quote Number 30000016 (Q-00043169)
Specification Document(s) N/A – per Product Family

1. TEAM CONTACT INFORMATION

Channel Partner Jason Simon HV Sales Company, Inc. TEL 225-291-2314 FAX 225-291-3543 jsimon@hvsales.com	Application Engineer Mariana Escobedo Prolec-GE Waukesha, Inc. TEL 262-446-8449 FAX 262-521-0198 mariana.escobedo@prolec.energy	Product Sales Specialist Matthew Webb GE Grid Solutions TEL 919-330-7705 matthew.webb@gevernova.com	Proposal & Order Coordinator Angelique Matzen Prolec-GE Waukesha, Inc. TEL 262-777-0978 FAX 262-521-0198 angelique.matzen@prolec.energy
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2. QUOTE SUMMARY

Item	Product Family Number	Product Family Description	Projected Shipment Date	Slot Fee
10	GT-4	18/24/30 MVA 67-12.47 kV with RMV	Q2 2029	\$150,000.00
20	GT-4	18/24/30 MVA 161-12.47 kV with RMV	Q2 2030	\$150,000.00
30	GT-4	18/24/30 MVA 67-12.47 kV with RMV	Q2 2031	\$150,000.00

- The reserved slot fee value will be applied towards the balance of the full order release. Slot is nontransferable outside of the assigned Product Family. See SLOT PURCHASE PROGRAM, Section 3 Cancellation / Delay Policy.
- All reserved slots shall be managed by the Application Engineer via Prolec-GE slot document.
- The transformer purchase order shall be issued for the full transformer amount listed in the proposal, however, the balance due against the order shall reflect the prepaid slot fee. All subsequent milestone payments will be paid on the balance less the slot fee.
- Reference the attached Slot Purchase Program for Product Family definition and additional clarifications.

Shipment Lead Time **Prospective Production Slot(s)** is for a target shipment as indicated above. Upon purchase of a slot, a “slot document” will be provided to track the estimated shipping month as well as other milestone requirements. The final projected ship date is subject to plant loading at the time of the Order Acknowledgment for the transformer order. In the event that Prolec-GE Waukesha Inc. (“Prolec-GE”) delays the reserved production slot by more than 3 months, the customer may request a full refund of the slot fee and the production slot will be released.

Please consult the Application Engineer or Product Sales Specialist identified in the CONTACT INFORMATION shown in this quotation if an alternate lead time is preferred, and Prolec-GE shall take commercially reasonable efforts to accommodate the request.

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3. PRICE & PAYMENT TERMS POLICY

PRICE POLICY

Firm Pricing – Pricing for the slot reservation fees is firm.

- Pricing may be subject to change due to slot availability at time of order placement or customer requests for shipment delay.

Note: The Quoted Item Price(s) does not include sales, use, excise or any other taxes. Any taxes imposed shall be the responsibility of Customer and will be invoiced accordingly, unless Prolec-GE is presented with a valid exemption certificate.

PAYMENT TERMS & MILESTONES

Payment milestones, subject to credit approval, are as follows:

- 100% to be invoiced at Order Acknowledgment of Production Slot.

Note: All payments are 100% Due Net 30 days from date of invoice.

LATE PAYMENT POLICY

If payment is more than 10 days past the due date of the applicable invoice, Prolec-GE may:

1. Charge interest of 1½% per month of the unpaid balance or the maximum rate permitted by law, whichever is less, and/or;
2. Withhold shipment of the affected Transformer until Customer is current on all payment obligations as set forth under the applicable Purchase Order.

For the avoidance of doubt, any delay in shipment due to Customer's late payment shall be credited to Prolec-GE in regard to the calculation of any liquidated damages. Any additional costs incurred due to postponed shipment under this section shall be the responsibility of Customer.

4. CANCELLATION & DELAY

See SLOT PURCHASE PROGRAM, Section 3 Cancellation / Delay Policy.

Note: Once transformer purchase order is issued, the cancellation policy shall not apply and the terms and conditions of the transformer purchase order shall govern the purchase.

With advanced notice of at least 24 months, Customer may request a delay of up to 12 months from the date originally provided. Subject to availability and approval by Prolec-GE.

5. TERMS & CONDITIONS

The Prolec-GE Waukesha, Inc. **Terms and Conditions for Sale of Products and Services** shall apply to any order placed against this quotation.

After execution of a Purchase Order, should the United States of America or any state or local government authority impose any new tariff, legislation, regulation, or other remedy related to commodities or inputs affecting the work, the parties agree to equitably adjust the pricing under such Purchase Order as necessary to account for the financial effects or other direct or indirect effects of any such remedy that cannot be reasonably avoided by either party. Any adjustment subject to this clause will be reflected on the final invoice.

Prolec-GE Waukesha, Inc. reserves the right to correct clerical and administrative errors in this quotation, and other related documents.

6. AWARD OF CONTRACT

In the event that the transformer contract is awarded to Prolec-GE, please provide the following text on the purchase order to help expedite order processing: **Unit(s) will be Designed, Manufactured, Tested, Shipped, Sold and Invoiced in accordance with Prolec-GE proposal.**

7. VALIDITY

This bid will remain in effect for 30 days unless changed in the interim by written notice from Prolec GE. Extensions to the 30-day validity may be considered, as required, to facilitate the order process.



Quotation # 30000016 (Q-00043169)
05/15/2026

Sincerely,
Prolec-GE Waukesha, Inc.

Mariana Escobedo

Mariana Escobedo
Application Engineer

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SLOT PURCHASE PROGRAM

1. Slot Purchase Program Background

Eligible customers may secure production capacity for a power transformer within a specified timeframe by paying a slot fee to reserve said capacity. The fee shall be applied as a payment credit on the purchase of the full unit and is subject to the cancellation fee schedule. The slot(s) will then be held until a full-value purchase order is issued. The slot(s) purchased shall be for a specific “product family” of transformers. At a minimum, the **product family shall define the production plant, the allowable MVA range (base or top as specified in proposal), primary and secondary voltage ranges, and the load tap changer (LTC) type, where applicable.** If detailed in the proposal document, additional product family definitions shall apply. Slots may not be given or sold to another customer.

1.1. Product Families – Goldsboro (GT)

Goldsboro Product Family	Product Line	Product Family Description
GT-1	MPT	Non LTC <20 MVA 2 windings
GT-2	MPT	Non LTC >20 MVA 2 windings
GT-3	MPT	Non LTC 3 Windings Dual Voltage
GT-4	MPT	LTC <20 MVA Reactor
GT-5	MPT	LTC Designs <20MVA Dual Voltage <20 MVA LTC 4 Windings <20 MVA Series >20 MVA Series
GT-6	MPT	LTC Designs >20 MVA Reactor >20 MVA LTC 4 Windings >20 MVA Dual Voltage <20 MVA S&R

MVA at base rating

1.2. Product Families – Waukesha (WT)*

Waukesha Product Family	Product Line	LTC Type	MVA Range (base)	Number of Windings	Booster	Dual Voltage
WT-1	MPT	Non-LTC	<25	2	N	N
WT-2	MPT	Non-LTC	25-50	2	N	N
WT-3	MPT	Non-LTC	25-50	3	N	N
WT-4	MPT	UZDVAC	<25	3	Y	N
WT-5	MPT	UZDVAC	25-50	3	Y	N
WT-6	MPT	UZDVAC	25-50	4	Y	N
WT-7	MPT	UZDVAC	<25	3	Y	Y
WT-8	MPT	UZDVAC	25-50	3	Y	Y
WT-9	MPT	RMV	<25	3	N	N
WT-10	MPT	RMV	25-50	3	N	N
WT-11	LPT	RMV	50-75	3	N	N
WT-12	LPT	RMV	<25	3	Y/N	Y/N
WT-13	LPT	RMV	25-50	3	Y/N	Y/N
WT-14	LPT	RMV	>50-100	3	Y/N	Y/N

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WT-15	LPT	RMV	<25	4	N	N
WT-16	LPT	RMV	25-50	4	N	N
WT-17	LPT	RMV	50-75	4	N	N
WT-18	LPT	RMV	75-100	4	N	N
WT-19	EHV	Non-LTC	100+	2	--	--
WT-20	EHV	Non-LTC	100-300	3	--	--
WT-21	EHV	Non-LTC	300+	3	--	--
WT-22	EHV	Non-LTC	100-300	4	--	--
WT-23	EHV	Non-LTC	300+	4	--	--
WT-24	EHV	In-Tank	100+	4	--	--
WT-25	EHV	In-Tank	100+	5	--	--
WT-26	EHV	RMV	100-150	3	--	--
WT-27	EHV	RMV	100-150	4	--	--
WT-28	EHV	RMV	150+	4	--	--
WT-29	EHV	RMV	150+	5	--	--

MVA at base rating

*WT and EHV Product Families have been updated, and documentation is catching up to the new Product Families

1.3. Product Families – Monterrey (MT)

Monterrey Product Family	Characteristics	KV		MVA		Phases	LTC	Limbs
		Upper Limit	Lower Limit	Upper Limit	Lower Limit			
PT1	Sub or Auto <= 161 kV, <= 30 MVA, No load TC	161	NA	30	5	3	NO	3
PT2	Sub or Auto <= 161 kV, > 30 MVA, no load TC	161	NA	99	31	3	NO	3
PT3	Sub or Auto <= 161 kV <= 30 MVA, LTC	161	NA	30	5	3	YES	3
PT4	Sub or Auto <= 230 kV, > 30 MVA, LTC	230	162	99	31	3	YES	3
PT5	Sub or Auto 139-230 kV, < 100 MVA, no load TC	230	162	99	31	3	NO	3
PT6	Sub or Auto 231-400 kV, < 100 MVA, no load TC	400	231	99	31	3	NO	3
PT6C	Sub or Auto 231-400 kV, < 100 MVA, LTC	400	231	99	31	3	YES	3
PT7	Sub, Auto or GSU single phase <= 230 kV	230	NA	150	NA	1	With or without LTC	3
PT8	Sub, Auto or GSU single phase > 230 kV no load TC	345	230	150	NA	1	NO	3
PT8C	Sub, Auto or GSU single phase > 230 kV, LTC	345	230	150	NA	1	YES	3
PT9AC	Auto => 100 MVA, LTC	345	69	449	100	3	YES	3
PT9AC5	Auto => 100 MVA, LTC five limb core	345	69	449	100	3	YES	5
PT9AS	Auto => 100 MVA	345	69	449	100	3	NO	3
PT9AS5	Auto => 100 MVA, 5 limb core	345	69	449	100	3	NO	5

MVA at base rating

1.4. Product Families – Canoas (CT)

Canoas Product Family	Product Line	Characteristics	KV		MVA		Phases	LTC
			Upper Limit	Lower Limit	Upper Limit	Lower Limit		
SR1	LPT	Shunt reactors up to 800 KV	800	138	80 *	8	1	No
SR4	LPT	Shunt reactors up to 550 KV	550	138	80	8	1	Yes
SR2	LPT	Shunt reactors up to 550 KV	550	138	100 *	5	3	No
SR3	LPT	Shunt reactors up to 550 KV	550	138	80 *	20	3	Yes
LPT2	LPT	up to TF 90 MVA -230 KV or ATF 75 MVA 230 KV	230	69	90 **	>60	3	Yes
EHV1	EHV	up to 380 MVA 550 KV	550	> 345	380	50	1	No
EHV2	EHV	up to 410 MVA 550 KV	550	> 345	410	120	1	Yes
EHV3	EHV	up to TF 320 MVA 345kV, ATF up to 390MVA	345	>230	320	150	3	No
EHV4	EHV	up to TF 320 MVA 345kV, ATF up to 390MVA	345	>230	320	150	3	Yes
EHV5	EHV	up to 410 MVA 550 KV (1ph with 2 coil blocks)	550	> 345	410	50	1	No
EHV6	EHV	up to 430 MVA 550 KV (1ph with 2 coil blocks)	550	> 345	430	120	1	Yes
EHV7	EHV	up to 640 MVA 550 KV	550	138	640	>120	3	Yes

LPT: Up to 230 kV and up to 90 MVA (ONAN)

EHV: Above 230 kV or above 90 MVA (ONAN)

* Necessary to confirm test current limits (A)

** Between 80-90 MVA validation is necessary before classification

2. Milestone Requirements

Months From Ship Date	Key Milestone
36 months	Purchase order must be issued for slot fee. If an acceptable PO is not received a minimum of 36 months from the proposed ship date, the slot(s) shall be released.
30 months	Full specifications shall be provided. If specs are not provided by this time, or if the specified product differs from the defined product family, the slot shall be canceled as per the policy below. If desired, Prolec may proceed with preparing the proposal.
25-30 months	Prolec-GE to issue transformer proposal. The customer shall have 30 days bid validity to prepare a purchase order against the Prolec proposal.
24 months	Customer to issue full-value purchase order for transformer. If customer fails to issue a purchase order at least 18 months from the ship date, the slot shall be canceled as per the policy below.

***Milestones shall be tracked via a customer slot document provided and maintained by Prolec. Months from Ship Date may be adjusted due to long lead items, such as bushings, arresters, LTCs, etc.**

3. Cancellation / Delay Policy

- 3.1. Cancellation of an order will be accepted after the purchaser has given written notice. If the cancellation occurs at least 36 months from the quoted ship date, the slot fee will be reimbursed less a five percent (5%) administrative fee.
- 3.2. If the cancellation occurs less than 36 months from the quoted ship date, but greater or equal to 24 months from the quoted ship date, the cancellation charge shall be fifty percent (50%) of the slot fee.
- 3.3. If the cancellation occurs less than 24 months from the quoted ship date, the cancellation charge shall be one hundred percent (100%) of the slot fee.
- 3.4. After issuance of the full-value purchase order for the transformer, the prevailing cancellation and delay policy applies.
- 3.5. Provided that the reserved slot date is 24 months or more into the future, the customer may request a one-time delay of the slotted ship date for a period not to exceed 12 additional months for no additional fee. This request is subject to available capacity and requires factory approval. Prolec shall make a reasonable effort to accommodate these requests.
- 3.6. If at any time prior to the issuance of the full-value purchase order, Prolec adjusts or delays the quoted ship date by more than 3 months, the customer reserves the right to cancel the slot and obtain a full (100%) refund.

Figure 1 – Cancellation Schedule

Cancellation Timing*	Cancellation Fee
≥ 36 months	5%
24-35 months	50%
<24 months	100%

*Months prior to ship date

4. Ship Dates

- 4.1. At 36+ months, Prolec shall provide an estimated 3-month shipping window (i.e. a ship month +/- 1 month).
- 4.2. At 24 months, Prolec shall confirm the estimated ship month.
- 4.3. At transformer proposal, Prolec shall provide an estimated ship date.
- 4.4. At Order Acknowledgement of full-value purchase order, Prolec shall confirm the estimated ship date.

5. Payment Terms

- 5.1. As stated in section 1, the slot fee shall be applied as a payment credit on the purchase of the full unit.
- 5.2. Payment terms shall be Net 30 days from invoice.
- 5.3. The transformer purchase order shall be issued for the full transformer amount listed in the proposal, however, the balance due against the order shall reflect the prepaid slot fee. All subsequent milestone payments will be paid on the balance less the slot fee.

Example: EHV unit with a transformer purchase price of \$3,850,000

Slot fee PO value = \$350,000

Transformer PO value = \$3,850,000

Transformer balance after slot fee credit = \$3,500,000

Milestone payments (using standard 10/40/40/10 terms):

- \$350,000 invoiced at Order Acknowledgement
- \$1,400,000 invoiced at drawing submittal
- \$1,400,000 invoiced at release to manufacturing
- \$350,000 invoiced at delivery (not including price adjustment policy)

Terms and Conditions for Sale of Products and Services

FORM PGE2025

NOTICE: Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. DEFINITIONS

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Firmware" means software provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a third party and software applications licensed separately.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Power Transformers" means single-phase or three-phase transformers above 5 MVA base rating and sold by Seller's Power Transformers business units.

"Products" means the equipment (including Power Transformers, if applicable), parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

"Terms and Conditions" means these "Terms and Conditions for Sale of Products and Services," including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

2. PAYMENT

- 2.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts by direct bank transfer in the currency specified by Seller in the Contract or with check delivered to the Seller's payment address set forth in the Contract, without set-off for any payment from Seller not due under this Contract, within thirty (30) days from the invoice date. Remittance

notification of payment is to be sent to the contact listed on the invoice. Invoicing and payment shall be in accordance with the Contract. If not otherwise agreed in the Contract, Seller shall issue invoices upon shipment of Products and as Services are performed, or if the Contract Price is U.S. Two Hundred Fifty Thousand Dollars (\$250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and Services upon the issuance of Seller's order acknowledgement and continuing such that ninety percent (90%) of the Contract Price for Products is received before the earliest scheduled Product shipment and Services are invoiced as performed ("the Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of one-and-a-half percent (1.5%) per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the price is set by the Contract in a currency other than U.S. dollars, references to U.S. dollars in this Section 2.1 shall mean the equivalent amount in the applicable currency. In case of any increase in material or labor costs over the Contract execution period, the Seller shall be entitled to compensation as per the Contract price adjustment/escalation mechanism specified in the Seller's offer. In case the Contract does not comprise a price adjustment/escalation mechanism and if a Party can demonstrate that the continued performance of its contractual obligations has become excessively onerous due to an event as per Clause 10 (which will include evolution of any event pre-existing at the time of signature of the Contract), the Parties are bound, within a reasonable time of written notice by one Party to the other, to negotiate alternative contractual terms or a mitigation plan which reasonably permit the consequences of the event to be mitigated or the restoration of the balance that was pre-existing at the signature of the Contract between the Parties. The Party serving notice under this Clause shall provide the other Party with as much commercially available details of the event or events affecting that Party's contractual obligations, the affected obligations themselves and how and to which extent these events are (and will be) affecting the performance of the Contract. The Parties shall act in the spirit of openness and transparency in this communication within the limits set by applicable anti-trust laws and regulations. Where an agreement is reached, the Parties shall start implementing the agreed measures immediately, pending the signature of the relevant amendment to the Contract. In the event the Parties are unable to agree on alternative contractual terms or on a mitigation plan as provided above within fifteen (15) days of the written notice, and in the absence of any other agreement, the Party serving notice under this Clause will be entitled to either suspend its performance of the affected portion of the Contract, or to terminate the Contract, without any liability to the other party. If the Contract is suspended for a period greater than 60 consecutive days by that Party, either Party may terminate the Contract by sending written notice of termination to the other Party. In case of termination of the Contract hereunder, the Parties shall settle their accounts accordingly as if the Contract had been terminated through no fault of the Parties, without prejudice to any Party's right to apply the provisions of Clause 16.2 hereof. To support the prevention of fraud, in the event the Buyer is required to make a payment to a bank account that is not the one expressly agreed in the Contract, the Buyer shall, before proceeding with payment, request confirmation to the Seller that the bank account identified in the invoice or request for payment is valid. Verification must be anticipated not to lead to any delay in making payment.

- 2.2 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened prior to commencement of work by Seller with respect to development, manufacturing and shipment of Products and at least sixty (60) days prior to commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.
- 2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller shall be entitled to an equitable extension of the schedule and Seller may withhold shipment of the affected Products until Buyer is current on all payment obligations as set forth under the applicable Purchase Order. For the avoidance of doubt, any delay in shipment due to Buyer's late payment shall be credited to Seller in regard to the calculation of any liquidated damages. Any additional costs incurred due to postponed shipment shall also be the responsibility of Buyer. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. TAXES AND DUTIES

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). Any Buyer Taxes imposed shall be the responsibility of Buyer and will be invoiced accordingly, unless Seller is presented with a valid exemption certificate. The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. DELIVERIES, TITLE TRANSFER, RISK OF LOSS AND STORAGE

- 4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2020), except to the extent otherwise mutually agreed by the parties and reflected on the applicable Purchase Order and in Seller's quotation, which shall be deemed acceptance of the Products. For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2020). Notwithstanding anything to the contrary, for any importation, Buyer shall be identified as the importer in all applicable documents. If not otherwise agreed in the Contract, Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. In case Buyer and Seller agree on different transportation arrangement with cost of freight and delivery to destination included in the Contract Price, Seller will not be responsible for any increase in transportation costs occurring after the Contract signature unless if caused by Seller's sole negligence, and Seller will be entitled to invoice the Buyer the additional transportation costs it has actually incurred, subject to reasonable justification of such additional costs. Delivery times are approximate and will be confirmed through the acknowledgement of an acceptable Purchase Order. Delivery time and cost are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. Any additional costs associated with the change in delivery location, with impact from any lack of clear access or resulting from changes in site conditions will be charged to the Buyer. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.
- 4.2 For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the Law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately after Products have been cleared for export, or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities.
- 4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.
- 4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer or end user when ready due to any cause attributable to Buyer, its other contractors or the end user, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) Seller will be entitled to invoice the Buyer the costs of transportation to and rigging into the storage facilities, the costs of transportation from and rigging out of the storage facilities, the costs of the railcar or other materials required to store the equipment, plus a lumpsum amount of no less than 1.0% of the Contract Price per day of storage with a minimum of fifteen hundred United States dollars (US \$1,500). Invoices shall be on a monthly basis starting the beginning at the end of the first month of storage until the shipment of the Products can be made;

and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery. If the Contract requires Seller to submit drawings or other documents for approval by Buyer, Buyer shall review and issue its response (either approval or disapproval with reasons for disapproval detailed) within 10 days of Seller's submittal. If Buyer fails to provide a response within 10 days, the submittal shall be deemed approved.

- 4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.
- 4.6 Buyer shall, at its own cost and expense, warrant free and clear access within the delivery site for purposes of Seller's ability to perform its obligations under the Contract including but not limited to delivery and warranty repairs.

5. WARRANTY

- 5.1 Seller warrants that Products shall be delivered free from defects in title and in material and workmanship under normal use and service, and that Services shall be performed in a competent, diligent manner, in accordance with any mutually agreed specifications.
- 5.2 Unless otherwise agreed to by the parties, Products: the warranty shall expire twelve (12) months from first use, or eighteen (18) months from the delivery of the Products to its destination from Seller's facility whichever occurs first, except that, if developed by Seller, software is warranted for ninety (90) days from delivery. Power Transformers warranty shall be five (5) years from the date of shipment, according to Seller's standard 5-year warranty attached in Seller's quotation. Services: the warranty shall expire twelve (12) months after performance of the Service, except that software-related Services are warranted for ninety (90) days.
- 5.3 If any part is found to contain defects in material and/or workmanship during the warranty period, Seller's liability and Buyer's remedies under this warranty shall be limited solely to repair or replacement, at Seller's option, of the defective part. Decision on the location, method and extent of repairs rests solely with Seller. Buyer shall give Seller prompt written notice of any claim hereunder in writing, and in any event prior to expiration of the warranty period. Seller shall be given a reasonable opportunity to investigate all claims, and no Products may be returned to Seller without authorization and instructions from Seller's Customer Service Department.

Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

- 5.4 For Power Transformers only, during the first year, Seller's warranty covers freight within the 48 contiguous United States, Mexico and Brazil of defective Power Transformers. This warranty also covers the cost of removal from the site and reinstallation after repair, subject to a limit of 10% of the original selling price of the impacted Power Transformer. Costs of moving structures or associated equipment not included in Seller's scope are expressly excluded from this warranty coverage.
- 5.5 Unless otherwise set forth herein, Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, reinstallation and transportation of defective Products to Seller and back to Buyer.
- 5.6 To validate the warranty of Power Transformer products, a Seller's customer service representative must be present during field assembly, vacuum filling (if required) and inspection of the installation prior to energization. In the event that Power Transformers are relocated, a Seller's customer service representative must be present during field re-assembly, vacuum-filling (if required) and inspection of the reinstallation prior to re-energization. Buyer forfeits the provisions of this warranty if either of these service requirements is not followed.
- 5.7 The warranties and remedies are conditioned upon (a) proper storage, installation (if not performed by Seller, by properly Seller-certified installers or under the supervision of properly Seller-certified supervisors, if required), use, operation, and maintenance of Products; (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records; and (c) modification or repair of Products or Services only as authorized by Seller in writing. For this warranty to be valid, Seller requires that all transformer windings shall be protected from surges, including but not limited to arresters mounted on the transformer tank or an insulation coordination study may be required. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear or vandalism.

5.8 This Article 5 provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT THIS WARRANTY MAY BE DEEMED VOID BY SELLER UNTIL PAYMENT IS RECEIVED IN FULL FOR ALL UNDISPUTED INVOICES RELATED TO THE PRODUCTS, STORAGE OF THE PRODUCTS, AND ANY RELATED SERVICES.

6. CONFIDENTIALITY

- 6.1 Seller and Buyer (as to information disclosed, the “Disclosing Party”) may each provide the other party (as to information received, the “Receiving Party”) with Confidential Information in connection with this Contract. “Confidential Information” means (a) information that is designated in writing as “confidential” or “proprietary” by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as “confidential” or “proprietary” by Disclosing Party at the time of oral or visual disclosure and is confirmed to be “confidential” or “proprietary” in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered Seller’s Confidential Information.
- 6.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer’s Confidential Information.
- 6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party’s knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; and (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.
- 6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five (5) years after the date of disclosure. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. INTELLECTUAL PROPERTY

- 7.1 Notwithstanding the provisions of section 4.2, Seller grants only a non-exclusive license, and does not pass title to any Firmware and other software provided by Seller under this Contract, drawings and other documentation delivered for use of Buyer shall remain subject to ownership and/or intellectual property rights of Seller, as applicable and title to any leased equipment remains with Seller.
- 7.2 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a “Claim”) alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered

in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

- 7.3 Section 7.2 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified or revised, (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer's specifications, designs or instructions.
- 7.4 Should any Product or Service, or any portion thereof, become the subject of a Claim, Seller may, at its option, (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof; (b) modify or replace it in whole or in part to make it non-infringing; or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.
- 7.5 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.
- 7.6 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights in and to Firmware and software not expressly granted to Buyer are reserved by Seller. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

8. INDEMNITY

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

9. INSURANCE

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of U.S. \$1,000,000.00; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a limit of U.S. \$1,000,000.00 per occurrence, U.S. \$2,000,000 in the aggregate. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. EXCUSABLE EVENTS

Neither party shall be liable or considered in breach of its obligations under this Contract to the extent that such party's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, pandemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the other party or the other party's contractors or suppliers. If an excusable event occurs, the schedule for performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

Buyer recognizes that in cases of epidemics or pandemics (or evolution of existing epidemics or pandemics), the precautionary, mitigation or corrective measures implemented by the Seller in the frame of the Contract are implemented in the best interest of the Buyer and the Contract performance, and the Buyer and Seller both agree that the additional costs reasonably incurred by Seller in implementing such measures shall be compensated by the Buyer to the Seller.

11. TERMINATION AND SUSPENSION

- 11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall

first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

- 11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.
- 11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.
- 11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller a cancellation fee in accordance with the cancellation fee schedule set forth in Seller's quotation. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.
- 11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than ninety (90) days or such other period agreed upon in writing. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, provided that Buyer's payments shall include the cancellation charge for uncompleted Products if the excusable event(s) leading to the termination included an act or omission of the Buyer or Buyer's contractors or suppliers but Buyer shall not be required to pay the cancellation charge if the excusable event(s) leading to termination did not include any act or omission of the Buyer or Buyer's contractors or suppliers.
- 11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. COMPLIANCE WITH LAWS AND REGULATIONS

- 12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the purchase, application, operation, use and disposal of the Products and Services, including without limitation those regarding anticorruption/antibribery; fair competition (antitrust); and environment, health and safety (EHS). Buyer acknowledges it had access, reviewed, and fully understands GE Vernova's Integrity Policies. Seller shall at all times comply with the GE Vernova Integrity Policies. The GE Vernova Integrity Policies can be accessed electronically at https://www.governova.com/sites/default/files/2024-03/ge_vernova_the_spirit_the_letter.pdf
- 12.2 Seller's obligations are conditioned upon Buyer's compliance with all U.S., EU, UK and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of equipment, materials, services, technology, technical data, software or other information or assistance or Product furnished by the Seller under the Contract other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The Buyer hereby certifies that the equipment, materials, services, technology, technical data, software or other information or assistance or product furnished by the Seller under the Contract will not be used in the design, development, production, stockpiling or use of chemical, biological or nuclear weapons. The Buyer shall also ensure that the bank or financial institution or other entity executing any payments or financial transactions under the Contract on behalf of the Buyer (including without limitation the issuance of any payment securities such as a letter of credit) is not subject to any export regulation prohibiting to do business with such bank, financial institution or entity. Should the Buyer fail to comply with any of the obligations as specified above, the Seller may, without prejudice to the exercise of any other rights or remedies which may be available to it, terminate the Contract by giving the Buyer notice in writing to that effect.

In the event of a change in applicable trade control laws and regulations, including but not limited to the laws of the U.S., EU and UK and changes in the interpretation thereof, or in the event an authorization pursuant to said laws is either denied, revoked, withdrawn or cancelled at any time, preventing the Seller from executing its obligations without breaching such applicable trade control laws and regulations or makes Seller's execution of its obligations unreasonably burdensome or

unbalanced, Seller shall have the right without incurring liability to the Buyer to (i) withdraw its proposal, or (ii) either suspend its performance of the Contract or terminate the Contract. If the suspension lasts more than four (4) months, either party shall have the right to terminate the Contract by giving the other Party notice in writing to that effect.

- 12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and/or other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business, including transportation permits, and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

13. ENVIRONMENTAL, HEALTH AND SAFETY MATTERS

- 13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.
- 13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.
- 13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.
- 13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.
- 13.5 Buyer will make its Site's medical facilities and resources available to Seller's personnel who need medical attention.
- 13.6 Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.
- 13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.
- 13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Seller shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site, but Seller shall have no responsibility for any pre-existing Hazardous Materials or pre-existing hazardous conditions at the Site.
- 13.9 Buyer shall indemnify Seller for any and all claims, damages, losses and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

14. CHANGES

- 14.1 Each party may, at any time, propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule and the resulting changes in price and other provisions, as agreed.
- 14.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.
- 14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. LIMITATIONS OF LIABILITY

- 15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or Services, shall not exceed the purchase Price of the specific Product or Service giving rise to the claim.
- 15.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.
- 15.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.
- 15.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.
- 15.5 If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 15, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 15.
- 15.6 For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 This Contract shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Contract includes the sale of Products and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply.
- 16.2 In the event of any dispute arising out of or in connection with this Contract, including any question regarding its existence or validity, the parties agree to submit the matter to mediation under the ICC mediation Rules, without prejudice to either party's right to seek emergency, interim or conservatory measures of protection at any time.
 If the dispute has not been settled pursuant to the ICC Mediation Rules within thirty (30) days following the filing of a request for Mediation or within such other period as the parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. In case the arbitral tribunal is constituted of more than one arbitrator, the party-appointed arbitrators shall, for a period of two (2) weeks following the date on which their appointments have both been confirmed, attempt to reach agreement on the president of the arbitral tribunal. For this purpose, the arbitrators may communicate with the parties on an

ex-parte basis. If the two arbitrators are unable to agree upon the third, upon request of either Buyer or Seller, the President of the ICC shall appoint the third.

The seat, or legal place, of the mediation and arbitration shall be New York City, NY.

The language to be used in the mediation and in the arbitration shall be the English language.

The parties' written submissions shall, to the extent possible, contain all arguments and supporting materials on fact, law and damages, including all exhibits on which each party intends to rely, supporting witness statements, expert reports and legal authorities.

17. INSPECTION AND FACTORY TESTS

Seller will apply its normal quality control procedures in manufacturing Products and perform any factory tests in accordance with Seller's standard procedures. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work and provided further that such witnessing requests and factory visits shall be subject to payment of the price set forth in Seller's quotation (only if the same are expressly priced therein). In the event the factory tests or any other tests to be performed under the Contract cannot be either witnessed or performed (as the case may be) by the Buyer for any reason (including as a consequence of any pandemic) and the Buyer cannot delegate any third party to represent it, or to perform the tests in its name and on its behalf, the Seller may propose to the Buyer alternate measures in order to avoid delaying the testing, including but not limited to the use of electronic messaging services such as Skype, Teams or equivalent, recording devices such as cameras, and a distribution of results via electronic storage media such as DVD or streamed videos. The Buyer and the Seller shall make their best efforts to agree on such measures with a view not to delay the testing of the Products, provided however that Buyer expressly acknowledges and agrees that there are no holding points allowed in Seller's manufacturing process. If despite reasonable alternate measures proposed by the Seller, the Buyer instructs the Seller to suspend or postpone the performance of the tests, the Seller shall, notwithstanding anything to the contrary in the Contract, be entitled to a reasonable extension of the time for completion and compensation by the Buyer for the additional costs incurred as a result of the suspension or postponement of the affected tests. Travel and living expenses of Buyer personnel to witness such tests shall be borne by Buyer, unless otherwise agreed by the Parties.

18. FIRMWARE AND SOFTWARE

Seller grants Buyer a non-exclusive license to use Firmware solely in connection with use of the Product for which the Firmware is provided by Seller. Buyer shall not sublicense, assign, or otherwise transfer the license to use the Firmware to any third party, except with that specific Product and to the extent such transfer is not otherwise restricted by the Contract. If Seller provides any software to Buyer other than Firmware, the Software License Addendum shall apply. If there is any conflict between these "Terms and Conditions for the Sale of Products and Services, Form **PGE2025**" and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

19. GENERAL CLAUSES

- 19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.
- 19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.
- 19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract,

(b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

- 19.4 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.
- 19.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.
- 19.6 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.
- 19.7 Except as provided in Article 15 (Limitations of Liability) and in Section 19.1 (no nuclear use), this Contract is only for the benefit of the parties, and no third party shall have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.
- 19.8 This Contract may be signed in multiple counterparts that together shall constitute one agreement. If permitted by applicable laws, the Contract may be signed by the parties using certified digital signature tools such as DocuSign, or any other agreed upon certified means.

20. U.S. GOVERNMENT CONTRACTS

- 20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.
- 20.2 Buyer agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Unless otherwise specifically stated by Seller in this Contract, Seller makes no representation or warranty as to the country of origin of Products. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.
- 20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the sub-paragraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.
- 20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

Cancellation / Delay Policy

Cancellation of an order will be accepted after the purchaser has given written notice, with the following conditions:

1. If the cancellation occurs after order acknowledgement, the termination charge will be ten percent (10%) of the purchase price.
2. If the cancellation occurs after procurement start of long lead-time items, then the termination charge will be thirty percent (30%) of the purchase price.
3. If the cancellation occurs after approval drawings have been issued, the termination charge will be sixty percent (60%) of the purchase price.
4. Notwithstanding items 1, 2 and 3 above, if the order is cancelled by the purchaser, the cancellation charge shall be one hundred percent (100%) of the purchase price depending on the cancellation timing as set forth in the table below (Figure 1).
5. Depending on the type of unit as set forth in Figure 1, if the order is suspended or shipment is delayed, the equipment will be completed and invoiced. Storage shall be subject to availability and any related costs shall be at the customer's expense.
6. If the order is suspended or shipment is delayed at a point greater than the number of weeks established in Figure 1 (depending on the type of unit) prior to scheduled ship date, then a new ship date will be mutually agreed upon within ten (10) days, or Prolec reserves the right to reschedule or cancel, and any cancellation penalties will be issued.
7. If a request to delay shipment changes the scheduled ship date, an adjustment to the base price may be necessary.

Figure 1

Type of unit (base MVA)	Number of weeks prior to shipment
Up to 50 MVA	52 weeks
50 to 100 MVA	65 weeks
Greater than 100 MVA	78 weeks

Five Year Power Transformer Warranty

Seller warrants to the original purchaser that the complete transformer, together with all parts included in the original purchase (the "Transformer"), has been designed in accordance with the specifications of the original purchaser and that the Transformer will be free from defects in material and workmanship under normal use and service for a period of five (5) years from the date of arrival of the Transformer at its destination from the factory. Seller's liability under this warranty does not extend to defects caused by vandalism, improper installation, improper maintenance, alterations by purchaser, purchaser-furnished materials, or improper operation. For this warranty to be valid, Seller requires that all transformer windings shall be protected from surges with arresters mounted on the transformer tank or an insulation coordination study may be required.

A customer service representative must be present during field assembly, vacuum filling (if required) and inspection of the installation prior to energization. In the event that the Transformer is relocated, a customer service representative must be present during field re-assembly, vacuum-filling (if required) and inspection of the reinstallation prior to re-energization.

Purchaser forfeits the provisions of the Five-Year Warranty if either of these service requirements is not followed.

If any part is found to contain defects in material and/or workmanship during the five-year warranty period, Seller's liability and Purchaser's remedies under this warranty shall be limited solely to repair or replacement, at Seller's option, of the defective part. Decision on the location, method and extent of repairs rests solely with Seller. Purchaser shall give Seller prompt written notice of any claim hereunder. Seller shall be given a reasonable opportunity to investigate all claims, and no parts may be returned to Seller without authorization and instructions from the Customer Service Department.

During the first year, this warranty covers freight within the 48 contiguous United States, Mexico and Brazil in full. This warranty also covers the cost of removal from the site and reinstallation after repair, subject to a limit of 10% of the original selling price. Costs of moving structures or associated equipment not included in Seller's scope are expressly excluded from this warranty coverage. During the last four (4) years, freight within the 48 contiguous United States, Mexico and Brazil, costs of removal from the site and reinstation after repair are excluded from this warranty.

Under no circumstances will Seller be responsible for damage in excess of the sale price to Purchaser for the goods and/or services for which damages are claimed.

This provides the exclusive remedies for all claims based on failure of or defect of the Transformer, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided herein are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES OF ANY KIND, INCLUDING LOSS OF PROFITS.

In the event a performance bond is provided as part of the contract to which this warranty applies, the Surety's liability shall be limited to one (1) year from the date of delivery of the Transformer. The remaining four (4) year warranty period is solely the obligation of Seller.

CUSTOMER ACKNOWLEDGES THAT THIS WARRANTY MAY BE DEEMED VOID BY SELLER UNTIL PAYMENT IS RECEIVED IN FULL FOR ALL UNDISPUTED INVOICES RELATED TO THE TRANSFORMER, STORAGE OF THE TRANSFORMER, AND ANY RELATED SERVICES.



Prolec GE Waukesha Warranty Validation (<100MVA)

Waukesha® Service personnel are required to provide assistance to a customer during installation of the transformer and verify proper assembly to facilitate activation of the applicable warranty.

Minimum requirements for warranty validation are as follows:

- Waukesha® Service personnel will perform internal inspection of transformer and witness the installation and connection of bushings.
- Waukesha® Service personnel will complete service warranty validation checklist.
- Customer will provide vacuum filling records, where applicable.
- Customer will perform electrical acceptance tests and provide copies of test results to Waukesha; as specified in Waukesha's Pre-operational Testing Instruction Booklet 2012, the minimum acceptance tests include:
 - Core Insulation Resistance (Megger)
 - Winding Insulation Resistance
 - Transformer Turns Ratio
 - Insulation Power Factor of Bushings and Windings (Doble)
 - General Oil Chemistry Tests – Dielectric Strength, Power Factor and Moisture Content

Pricing is based upon a single mobilization to jobsite during standard work hours. When requested assistance lasts longer than 5 days, requires overtime assistance or multiple mobilizations to the site, the extra work will be billed in accordance with rates designated on the current Waukesha® Service Technician & Specialist Rate Schedule sheet.



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):

June 10, 2026

Preston Newbill
Water Utilities Director
3200 SW Municipal Drive,
Bentonville, AR 72712

Subject: Capacity Fee Study Contract Amendment

Dear Mr. Newbill:

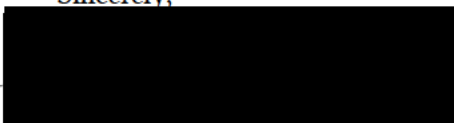
We appreciate the opportunity to continue to be of service to the City of Bentonville (City). In May of 2025 the City and Raftelis executed a professional services agreement to conduct a Capacity Fee Study (the Capacity Fee Study Agreement). That agreement included a 1-year term, which has expired. Accordingly, we require an amendment extending the term of the Capacity Fee Study agreement.

In addition, since that time the City developed a wastewater development fee in conjunction with the issuance of a wastewater development fee revenue bond. Accordingly, the City no longer requires the development of a wastewater capacity fee as envisioned by the scope of work in the Capacity Fee Study Agreement.

That said, Raftelis is also requesting (via a separate letter) a budget amendment for its Water and Wastewater Rate Analysis Agreement (as amended May 19, 2025) to cover additional costs incurred related to that study. Given the reduction in scope for the Capacity Fee Study Agreement, we request that the City re-allocate \$16,200 of the budget approved for the Capacity Fee Study Agreement to the Water and Wastewater Rate Analysis Agreement. This would reduce the budget of the Capacity Fee Study Agreement by \$16,200 and increase the budget for the Water and Wastewater Rate Analysis agreement by \$16,200.

In summary, we respectfully request that the City re-allocate \$16,200 of the not to exceed fee included in the Capacity Fee Study Agreement (dated May 2, 2025) to the Water and Wastewater Rate Analysis Agreement (as amended May 19, 2026).

Sincerely,



Collin Drat
Vice President

By signing below, the City of Bentonville indicates its acceptance of the contract amendment request above, decreasing the compensation under the agreement by \$16,200, pursuant to the Capacity Fee Study Agreement between the City of Bentonville and Raftelis Financial Consultants, Inc. dated May 2, 2025. In addition, by signing below, both parties agree to extend the term of that agreement until December 31, 2026, effective June 1, 2026.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

By: _____
Signature

Title

Date

Raftelis Financial Consultants, Inc.

By: _____
Signature

Title

Date



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

May 29, 2026

Preston Newbill
Water Utilities Director
3200 SW Municipal Drive,
Bentonville, AR 72712

Subject: Rate Study Contract Amendment Request

Dear Mr. Newbill:

We appreciate the opportunity to continue to be of service to the City of Bentonville (City). In May of 2025 the City and Raftelis executed a contract amendment to our Water and Wastewater Rate Analysis Agreement dated July 27, 2024. The amendment increased the project budget by \$35,860 from \$115,620 to \$151,480 and extended the date of the contract to December 31, 2026. This extension and amendment included funding for additional expenses incurred to support the original study (\$19,660) and funding for an annual rate review to be completed in 2026 (\$16,200). To summarize, the amended budget included the following:

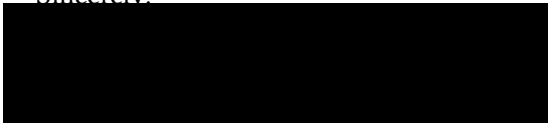
- Original Study Budget: \$115,620
- Amendment to Original Study Budget: \$19,660
- Amended Original Study Budget : \$135,280
 - Plus: 2026 Annual Rate Review: \$16,200
- Equals Total Amended Study Budget: \$151,480

To date Raftelis has completed the original study and has invoiced the City for that amount (\$135,280). That said, our work on wholesale rates required additional analysis, engagement and meetings, and—as a result—Raftelis has incurred additional costs which have exhausted the remaining budget (\$16,200). Accordingly, we respectfully request that the City amend our July 27, 2024 professional services agreement (as amended on May 19, 2025), increasing the budget by \$16,200.

We also anticipate that the full budget for our Capacity Fee Study Agreement (executed May 2025) will not be required, because Raftelis will only be developing water capacity fees for the City's consideration. In a separate letter, I will be submitting a request to reduce the Capacity Fee Study Agreement by the same amount.

We appreciate the opportunity to continue to partner with the City of Bentonville, its professional staff, the Utility Board and City Council in the work of delivering safe and reliable water and wastewater service to customers.

Sincerely,



Collin Drat
Vice President

By signing below, the City of Bentonville indicates its acceptance of the contract amendment request above increasing the compensation under the agreement by \$16,200, pursuant to the professional services agreement between the City of Bentonville and Raftelis Financial Consultants, Inc. dated July 27, 2024 and amended on May 19, 2025.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

By: _____
Signature

Title

Date

Raftelis Financial Consultants, Inc.

By: _____
Signature

Title

Date



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
Ordinance	Resolution	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: City Council, Mayor Orman

From: Beau Thompson, Austin Woody

CC:

Date: June 08, 2026

Re: 2026 Water Utilities Department Specifications Update

Ordinance - Staff requests Council approval of an ordinance adopting revisions to the Water Utilities Department Specifications.

The focus of the proposed revision is to provide more opportunity for development to take advantage of reduced and/or zero setbacks and other features of the recently adopted Unified Development Code by allowing flexibility in the placement of water and sewer utilities if certain requirements are met. BWU remains focused on reducing water loss from the distribution system and minimizing operations and maintenance expenses by specifying the use of ductile iron pipe and coated copper service tubing when water mains and/or services are installed under streets or other improved surfaces.

At the same time, we are taking advantage of the update process to make some other minor updates and clarifications within the specifications including some part number updates, standards updates, spelling errors, etc.

Attached is a narrative detailing the proposed changes.

2026 Water Utilities Department Specifications Update

Underlined text to be added, strikethrough text to be deleted

Text following an asterisk () is narrative for review/informational purposes only, and not intended to be a part of the formal revision.*

CH. 98 UTILITIES

ARTICLE-VI WATER UTILITIES ~~CONSTRUCTION-DEPARTMENT~~ SPECIFICATIONS

Sec 98-700.05 Location, Alignment And Grade

- (d) In a residential or commercial subdivision, the standard utility placement shall be as follows. The water and sewer mains will be placed at 12' back of curb or 2' behind master plan street right-of-way. The manholes and fire hydrants will be placed on the lot line and water and sewer services will be placed 3' off the lot line. Water services that are on the same side as the water main will be placed at 14' back of curb and the water services across the road from the water main will be placed in the green space centered between the curb and proposed sidewalk. The 1" tubing going to the meter set will be installed without excess tubing wrapping around the meter tile. The sewer services are to extend to the building setback or the back edge of the utility easement. The fire hydrants that are placed on the lot line need to meet the back of curb measurement that is shown on the fire hydrant installation **Details W04 and W05**. The manholes that are street side need to have a final rim elevation that is 4" to 6" above final grade and any manholes that are at the back of lots or along drainage areas need to be 12" above final grade. ~~Please keep in mind that the maximum vertical extension above the cone is 24". If the vertical extension is greater than 24" it will be necessary to take the cone off, extend the walls, re-pour the cone and do a vacuum test on the manhole.~~ Any variation from the above described layout must be approved by the DEPARTMENT during the plan review process and will require specific materials in accordance with these specifications.~~needs to be submitted to the DEPARTMENT for approval during the plan review process.~~

*Section 9.5.4 – Establishing need for specific, more robust materials when the standard utility placement is not met.

Sec 98-700.09 Excavation And Preparation Of Trench

- (g) When the bottom of the trench is at sub-grade and is found to be unstable or includes ashes, cinders, refuse, other organic material, or large pieces of inorganic material, that, in the judgment of the ~~ENGINEERING-DEPARTMENT~~, should be removed, the CONTRACTOR shall remove all such material to the extent required by the ~~ENGINEERING-DEPARTMENT~~

*Section 9.9.7 – Removing old, incorrect reference to Engineering Department. This falls to BWU now that we the department has water and sewer licensed operators conducting inspections.

Sec 98-701.4 Jointing PVC And Ductile Iron Pipe And Fittings

(g) All pipe shall be laid in full lengths as supplied by the manufacturer, with cut pieces used only as necessary to install fittings and appurtenances at the approved plan locations. Multiple cut pieces shall not be permitted where a full length of pipe can span the required distance.

*New Section following existing Section 10.4.6 – Establishing specification limiting the number of unnecessary fittings or joints within the distribution and collection systems with the goal of reducing water loss and Inflow/Infiltration.

Sec 98-701.06 Jointing Mechanical Joint Pipe And Fittings

(g) Mechanical joint fittings installed within 10 feet of each other and not directly connected with an anchor coupling shall be rodded together with stainless steel eye bolts and 5/8" stainless steel all-thread rods evenly spaced around the fitting. The number of all-thread rods shall be as follows:

<u>All-Thread Rod Requirements</u>	
<u>Pipe Size</u>	<u>Number of Rods</u>
<u>6"</u>	<u>2</u>
<u>8" – 12"</u>	<u>4</u>
<u>16" - 24"</u>	<u>6</u>
<u>Greater than 24"</u>	<u>Engineered Restraint Required</u>

* New Section following existing 10.6.6 – Clarifying the requirement for restraint of fittings within 10' of each other. This is a current requirement included in standard detail GWS02, with the rod requirements listed in detail GWS04. This new section establishes the requirement clearly within the specifications, and in once place for easier reference.

Sec 98-702 Water Distribution System General Information

(q) When the proposed water main alignment does not conform to the standard utility placement detailed herein, the water main shall be constructed of Ductile Iron Pipe in accordance with these specifications.

(r) When water services do not conform to the standard utility placement detailed herein, restrictions on permitted materials may apply. Water services installed such that the point of connection to the water main, or any portion of the publicly owned service line, is located beneath pavement or other improved surface shall be constructed of Coated Copper Tubing in accordance with these specifications. Service lines installed within appropriate conduit under the improved surface shall be exempt from this restriction so long as the point of connection to the water main is accessible within greenspace.

*New Section following existing Section 11.16 – Establishes the conditions when Ductile Iron and/or Coated Copper Tubing is required. These are materials already in the specification, just further specification on when they are to be used.

Sec 98-703.13 Service Fittings

(f) The following meter setters and meter connection fittings shall conform to AWWA C800 and be those manufactured by the following companies, or approved equal:

DESCRIPTION	SIZE	CATALOG NUMBER	MANUFACTURER
Meter Set w/o Dual Check	5/8" x 3/4" x 7"	B-2404FN	Mueller
		7 20-207WXLL 33	A.Y. McDonald
Meter Set w/o Dual Check	1" x 10"	B-2404FN	Mueller
		7 20-410WXDD 44	A.Y. McDonald
Meter Set w/o Dual Check (telescoping)**	2" X 17"	720R712KWFF775	A.Y. McDonald
		VBB77-12HB-11-77- EXP-NL	FORD
Meter Set w/o Dual Check (non-telescoping)	2" X 17"	720B712WWFF775	A.Y. McDonald
		VV7712B-1177NL	FORD

*Section 12.13.6 – Correcting AY McDonald meter setter part number for 5/8" and 1"

Sec 98-703.18 Meter Boxes, Vaults And Lids

(a) Water meters 5/8" and 1" shall be installed in 18" Carson Industries Oldcastle Plastic Meter Box Body Part #C22002001 that are domestically manufactured or as approved by the DEPARTMENT. Covers shall be cast iron touch read covers, East Jordan ~~#32197221#32197099~~ (single set), or ~~#32197222#32197200~~ (double set) that are domestically manufactured, or as approved by the DEPARTMENT.

*Section 12.18.1 – Correcting part number for East Jordan lids due to slight size change to fit Carson boxes. These models have been used for a couple of years now, but were missed in the last update.

Sec 98-704.15 Disinfecting Water Lines And ~~Appurtances~~ Appurtenances

*Section 13.15 – Correcting spelling error in Municipal Code version of the specifications.

Sec 98-706.02 Polyvinyl Chloride (PVC)

(a) Pipe shall meet the requirement of SDR-26 (~~12" and smaller~~), or PS-115 (~~18" and larger~~) Heavy Wall Sewer Pipe and comply with ASTM-3034 and Cell Classification 12454-B. ~~Pipe joints shall be integrally molded bell ends per ASTM D-3034 Type PSM with factory-supplied elastomeric gaskets and lubricant.~~ Pipe shall be continually marked with the following:

- (1) Nominal OD
- (2) Dimension Ratio (SDR-26)/~~Pipe Stiffness Rating (PS-115)~~
- (3) Notation "Heavy Wall Sewer Pipe"

- (4) Cell Classification: 12454-B
- (5) SDR Rating ASTM-D3034
- (6) Manufacturer’s name or trademark and production code
- (7) Seal (mark) of the testing agency that verified the suitability of the pipe. (such as: “PSP”)

*Section 15.2.1 – Adding PS115 standard for 18” and greater sewer pipe following ASTM combination of D3034 and F679 standards.

Sec 98-707.07 Manhole Rings And Lids

(b) All composite manhole rings and lids shall be made of fiber-reinforced polymer/composite materials and must pass proof-load testing in accordance with AASHTO M306 standard specifications. Manhole rings and lids shall have a minimum access diameter of 24" or as specified on the plans. The manhole lids shall be of solid construction without any openings other than a concealed pick hole. Concealed pick holes shall be of such design as not to allow infiltration into the manhole. Manhole lids shall have "SANITARY SEWER" molded on the lid. Manhole lids shall be equipped with stainless steel quarter turn latches with a hex head. A neoprene or o-ring gasket shall be provided. Composite rings and lids shall be as manufactured by Composite Access Products or East Jordan, or equal as approved by the DEPARTMENT.

Size	Manufacturer	Product Number
24"	CAP	<u>A-1BK24R2-C01DMDSS-H2</u> <u>A-1BK24H2-C01DMDSS-H1</u>
	<u>CAP w/ Sewer Sentry</u>	<u>A-1BK24R2-C01DMDSS-H2VS</u>
	EJ	COM260262A01
30"	CAP	<u>A-1BK30R2-C01DMDSS-H2</u> <u>A-1BK30H2-C01DMDSS-H1</u>
	<u>CAP w/ Sewer Sentry</u>	<u>A-1BK30R2-C01DMDSS-H2VR</u>
	EJ	COM320131A01
36"	CAP	<u>A-1BK36R4-C01DMDSS-H2</u> <u>A-1BK36H2-C01DMDSS-H1</u>
	<u>CAP w/ Sewer Sentry</u>	<u>A-1BK36R4-C01DMDSS-H2VO</u>
	EJ	COM380278A01

*Section 16.7.2 – Updating CAP One part numbers to reflect the new stiff ¼ turn paddle lock option. Adding part numbers for CAP one lids including Sewer Sentry vent option that is currently being utilized on some of the city’s capital improvement interceptor projects.



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
Ordinance	Resolution	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: June 11, 2026
Re: Shell Basin Design Amendment 1 with Olsson Engineering

This amendment to Professional Services Agreement SOQ-25-86 authorizes Olsson to provide professional engineering services for the Shell Basin Sanitary Sewer Improvements project. The project consists of the relocation, upsizing, and parallel sanitary sewer design for approximately 13,000 linear feet of existing 18-inch sanitary sewer line within the Shell Basin based on recommendations developed through the City's hydraulic sewer model expansion.

The amendment includes project management, quality control, survey services, geotechnical investigation, engineering design, environmental permitting, real estate acquisition support, easement preparation and acquisition, utility coordination, bidding assistance, and preparation of construction documents. These services will advance the project through final design, permitting, easement acquisition, and bidding.

The engineering amendment is structured as a time-and-expense contract with a not-to-exceed amount of \$977,277. Major task allocations include:

- Project Management and Quality Control – \$117,706
- Survey Services – \$165,602
- Geotechnical Investigation – \$124,250
- Engineering Design Services – \$370,683
- Environmental Services – \$23,300
- Real Estate Acquisition – \$159,720
- Bid Phase Services – \$16,016

The total amount budgeted in the Comprehensive CIP for this engineering effort is \$1,038,000. The proposed amendment amount of \$977,277 is \$60,723 below the approved budget, representing approximately 5.9% savings compared to the planned expenditure.

The current Opinion of Probable Construction Cost (OPCC) for the Shell Basin Sanitary Sewer Improvements project is \$11,456,000. The proposed engineering contract amount represents approximately 8.5% of the anticipated construction cost. The scope includes not only engineering design, but also surveying, geotechnical services, environmental permitting, easement preparation, appraisal services, land acquisition support, and bidding assistance necessary to deliver the project to construction.

Olsson anticipates beginning work in July 2026 and completing design and bidding services by June 2027. This project is a key component of the City's wastewater capital improvement program and will provide critical conveyance capacity improvements identified through the City's hydraulic sewer modeling efforts while positioning the project for construction.



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 23,2026 is made by the City of Bentonville, Arkansas (“City”) and Olsson, Inc. (“Professional Consultant”), parties to the Statement of Qualifications with Bentonville Water Utility Department, for Professional Civil Engineering Services for the 2026 Sewer Model Expansion, dated April 1,2026 (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 \$977,277.00 due to Amendment #1 Shell Basin Interceptor Design Services associated with 2026 Sewer Model Expansion.
4. The estimated total of payments for the agreement is not to exceed \$1,142,277.00.
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: _____

BY: _____

Name(printed): _____

DATE: _____

BY: _____

Name(printed): _____

DATE: _____



PROFESSIONAL SERVICES AGREEMENT SOQ-25-86 AMENDMENT NO. 1

Date: June 11, 2026

This AMENDMENT (“Amendment”) shall amend and become a part of the Professional Services Agreement dated April 1, 2026 between the City of Bentonville, Arkansas (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services for the following Project (the “Agreement”):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Bentonville, Arkansas

Project Description: Relocation, upsizing, and parallel sanitary sewer line design for approximately 13,000 linear feet of existing 18-inch sanitary sewer line in the Shell Basin based on recommendations developed as part of the expansion of Client’s existing hydraulic sewer model

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson’s Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Phase 700 – Project Management and Quality Control

Project Management

Olsson shall provide the following services:

- Manage Project through bidding phase, with management and oversight of Project budget and schedule. Coordinate all information-gathering efforts, manage Owner responsible permit application process, and schedule meetings with utilities and stakeholders. Directly interface with Client to ensure schedule and Project budget are appropriate, and if necessary, determine effective methods of redirecting efforts to accommodate changes in schedule, budget, and scope. Provide overall management of all identified Project tasks. Stakeholders, including the City and utility representatives, will be invited to attend as relevant to their interests.
- Change management, including scope, schedule and budget are all interrelated and a change to one will potentially impact the other two. Manage scope, schedule, and budget by notifying Client when requests to modify items impacts any of the three. Submit change logs and contract amendments in a timely manner for approval by the client.
- Overall Project management will consist of coordinating the following activities throughout preliminary design, final design, and bidding:

- Project Initiation Workshop and Data Collection
 - Meet with Client's Project representative and staff to clarify and define Client's requirements for Project
 - Establish channels of communication and address contract issues, as required
 - Review Project budget for proposed improvement program
 - Develop Project Management Plan to identify key staff members and contact information; channels of communication; success factors, quality management, risks, mitigation, and goals; key stakeholders; design and construction schedules, budget; and technical requirements

- Project Scheduling
 - A detailed schedule will be prepared and maintained to identify key Project milestones, meetings, and activities. The Gantt Chart schedule will be reviewed and updated frequently to ensure the Project is on track to meet Project deadlines.

- Progress Review Meetings
 - Conduct progress review meetings involving Project team, as required, throughout design to review Project status, critical milestones, progress submittals, and design issues. Meetings are anticipated to occur on a monthly basis but may occur as often as weekly during certain stages of the Project, if required. Action items to be followed up on by Project Manager to make sure that progress is being made.
 - Meeting agenda shall be provided for all meetings at least two (2) business days prior. Meeting minutes shall be provided no later than five (5) business days post meeting.

- Construction Document Review Meetings
 - Conduct review meetings with Client at 30 percent, 60 percent, 90 percent, and 100 percent stages of design to review associated stage of construction documents

Quality Control

Olsson shall provide the following services:

- Independent quality assurance and quality control (QA/QC) reviews are essential to ensure the best quality and value for the Project and are an integral part of the Olsson Project team. This process will be undertaken by senior staff members of Olsson selected for their experience and expertise. The goal of the QA/QC process is to ensure that technical issues have been correctly addressed; client standards are incorporated; drawings and documents are clear, complete, and concise; and that the construction planning is appropriate for the work to be undertaken.

- Formal QA/QC reviews will be conducted concurrently with Client reviews, specifically at 60 percent and 90 percent completion stage and prior to issuance of final PS&E. Completion of the QA/QC plan involves a final review by Client, City and regulatory agency comments and a final constructability review by Olsson.

Phase 700 Total: \$117,706.00

Phase 710 – Survey Services

Olsson shall collect existing sanitary sewer structure data as part of an ongoing sanitary sewer analysis for the Client. Scope includes forty-three (43) main alignment manholes, seventeen (17) intersecting or crossing manholes, and twelve (12) side alignment identified manholes. The total maximum number of manholes is 72.

Olsson shall 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 topographic survey will depict contours at a 1-foot vertical interval and observed physical above-ground improvements including roads, fences, buildings, trees larger than 8 inches diameter measured at breast height, retaining walls, overhead utilities, and other visible above-ground improvements as well as underground utilities and pipe structures if marked by the Arkansas One-Call (811) locate service. Topographic survey will be performed within 10 feet each side of the existing sanitary sewer alignment and in an adjoining 50 feet wide corridor as determined by Olsson's Project engineer in the areas indicated by a red line on attached Survey Exhibits A, C, and D. A topographic survey will be performed within a corridor approximately 80 feet in width, the approximate location is indicated by a green box on attached Survey Exhibit B. Manhole structure data (no topographic information) will be gathered on the alignment indicated by a blue line on attached Survey Exhibit B.

Boundary monumentation along the surveyed corridor will also be searched for and surveyed to determine the nearest boundaries and rights-of-way lines. Survey will be used to determine the location of the existing sanitary sewer easement and for the preparation of additional sewer easements. A complete boundary survey to locate, monument, and depict the entire boundaries of any lots, blocks, street rights-of-way, or other properties along the surveyed corridor is not included in this Scope of Services.

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.

NOTE - Utility locations and mapping is for depicting the horizontal location of above ground and underground utilities only and utility depths typically are not obtained or indicated on the survey. Survey and depiction of underground utilities will be based on tracing the utility markings, typically paint marks being marked by a public utility locate request (811 locate request), and may also be generally shown by graphic plotting using available GIS maps, if there is observed evidence of utilities that have not been located by a 811 request. Utility mapping is not exact, and it is possible that not all utility lines will be marked and located. Olsson is not responsible for miss-marked, incorrect, or unmarked utilities.

Deliverables

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

- AutoCAD file containing all surveyed topographic information and 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

Easement Document Preparation

Easement document preparation shall not begin before review and approval of the 30 percent complete (preliminary) plans.

Olsson shall prepare individual easement documents using the City's standard easement document (descriptions and exhibits) as necessary for utility and temporary construction easements. Drawing and legal description shall be on letter size paper. The easement document shall include title, parcel number, City Project number, tract number (if applicable), property description, description of easement, and area of acquisition.

Easement drawing shall include the entire applicable easement, existing easements, bearings and distances, scale, and north arrow. Drawing scale shall be such as to provide a legible, easily discernable drawing.

One electronic copy of the drawing and description shall be provided. Electronic drawing shall be provided in a PDF format. Assumed for this Project are:

- Up to 22 parcels
- Only one utility and one temporary construction easement exhibit and description per parcel

Easement Abandonment Document Preparation

Easement abandonment document preparation shall not begin before review and approval of the 30 percent complete (preliminary) plans.

Olsson shall prepare individual easement documents (descriptions and exhibits) as necessary for Client to utilize in the abandonment process of existing utility easements. Drawing and legal description shall be on letter size paper. Easement document shall include title, parcel number, City Project number, tract number (if applicable), property description, description of easement, original easement document or document such as a plat that created the easement, and area of acquisition.

Easement drawing shall include the entire applicable easement, existing easements, bearings and distances, scale, and north arrow. Drawing scale shall be such as to provide a legible, easily discernable drawing.

One electronic copy of the drawing and description shall be provided. Electronic drawing shall be provided in a PDF format. Assumed for this Project are:

- Up to 15 parcels
- Only one abandonment easement exhibit and description per parcel

Title Search

Olsson shall contract with a third-party source to provide a title search for each parcel where an easement will be obtained.

Utility Pothole Locates

Locate utilities for horizontal and vertical location at an estimated twelve (12) locations.

Phase 710 Total: \$165,602.00

Phase 720 – Geotechnical Investigation

The geotechnical exploration will be conducted to evaluate the physical characteristics of subsurface conditions, locate groundwater and bedrock depths with respect to design and construction of the project. Several manholes are anticipated along the alignment of the new sanitary sewer. The new manholes and sewer lines are generally anticipated to be constructed at depths within 15 feet of the existing ground surface.

Five crossings (creek, utility easements, roadways, etc.) are anticipated to be accomplished using trenchless methods, with maximum assumed excavation depths of 20 feet below the existing ground surface.

The proposed boring locations are along the alignment of the new sanitary sewer improvements and are understood to be outside of public roadways or the right-of-way of public roadways. As such, Olsson does not anticipate that traffic control or specific right-of-way occupation permitting will be required to perform the proposed scope of services.

Upon reviewing soil logs in the area, Olsson estimates that the subsoil profile will likely consist of native clays overlying sandstone, shale or limestone. Based on our evaluation of the expected conditions, the proposed boring depths will provide sufficient delineation of the subsurface strata to prepare our recommendations.

Drilling Services - Field Exploration

Olsson shall provide the following services:

- Use an all-terrain drill rig to complete the following soil test borings for geotechnical exploration as shown on the attached Exhibit E:
 - 10 soil test borings to a depth of 25 feet each with holes extended with NQ core if early refusal
 - 22 soil test borings to a depth of 15 feet each
 - Five Temporary Standpipe Piezometers will be installed to a depth of 25 feet each

Soil borings will be advanced to depths proposed, or to refusal, whichever is shallower. Scope of Services is based on a total drilling footage of 580 linear feet.

- Soils will be sampled with a split-barrel sampler or thin-walled tube. Rock cores will be sampled in general accordance with rock core sampling procedures using a diamond-impregnated NQ-sized core bit.
- Obtain groundwater levels in each boring at time of drilling and upon completion of drilling operations. Obtain groundwater level readings in the temporary piezometers at least 3 days after installation.
- After obtaining groundwater level readings, Olsson shall backfill the borings with drilling spoils and patch pavements as necessary. After groundwater readings, piezometers will be removed and will be backfilled with bentonite chips.

Drilling Services - Field Exploration General Notes and Assumptions

- Olsson shall contact Arkansas 811 to issue utility locate tickets in areas where drilling services are to be performed. Arkansas 811 utility locate center only notifies participating operators, which typically include water and sewer transmission, fiber optic or telecom transmission, natural gas pipelines, and electrical distribution (up to electric meter). To ensure the safety of the crew onsite, Client must inform Olsson of the location of all known private utilities and private utility service connections.

Access Clearing and/or Matting Services

- Each boring location must be readily accessible by an all-terrain drilling rig with agricultural tires. This scope and fee includes an estimate of fees resulting from the use of mud-matting or tree clearing to achieve access to boring locations.

Site Restoration Services

- Drilling equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete and asphalt pavement damage, and damage to underground sprinkler systems. Olsson will make a reasonable effort to return site conditions as closely as possible to previous conditions in areas where any site disturbance may occur as a result of bringing equipment on site.

Drilling Access Landowner Coordination

- A fee estimate for Olsson to provide coordination with landowners as necessary to achieve access to the worksites is included in this scope of services.

Laboratory Testing Services

As soil conditions dictate, laboratory testing may include visual soil classification, unconfined compression tests, thin-walled tube density tests, moisture content tests, Atterberg limit tests, percent passing No. 200 sieve wash tests and soil chemistry testing (pH, sulfates).

Geotechnical Services - Engineering Analysis and Report Preparation

Olsson shall perform engineering analyses and provide conclusions and recommendations, to be incorporated into design, regarding the following:

- Lift thickness, moisture control, and compaction criteria for backfill and structural fill. OSHA standards for soil excavation criteria will be included or referenced.
- Anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required

- Anticipated need for rock excavation techniques during construction.
- Characteristics of the on-site soils and the potential for reuse of on-site soils as structural fill
- Preparation of subgrade soils supporting concrete floor slabs, including an estimate of the modulus of subgrade reaction based on laboratory test results
- Maximum allowable soil bearing pressures and estimates of maximum total settlement for design of manhole foundations
- Lateral earth pressure values for restrained and/or unrestrained foundation/retaining walls, including passive pressures and sliding friction values to resist sliding.
- Subgrade stabilization criteria for installation of sewer lines.

Olsson shall present conclusions and recommendations in a written report that will include a map of boring locations, soil boring logs, and a summary of laboratory tests.

Phase 720 Total: \$124,250.00

Phase 730 – Engineering Design Services

Refer to Exhibit F

Plans and Specifications

Olsson shall provide the following services:

- Prepare detailed drawings and technical specifications for proposed work based on findings of the Sewer Modeling Expansion. Client’s 2024 edition of the “Water Utilities Department Specifications” and construction details shall be utilized. Olsson shall provide standard EJCDC construction contracts, prevailing wage information, bid forms, bidding instructions, General and Supplementary Conditions, and other documents typically included for a competitively bid Project. It is anticipated Project drawings shall consist of the following:
 - Cover sheet
 - General construction notes and Project quantities
 - Sediment Control plans
 - Sanitary sewer line Plan and Profile sheets
 - Trenchless construction sheets
 - Construction details
- Project deliverables will include 30 percent, 60 percent, 90 percent, and 100 percent plan and specification progress sets for review with client and final construction documents. Olsson shall prepare an Opinion of Probable Cost (OPC) of Project construction work at 30 percent, 90 percent, and final design stages.
- 30 percent deliverables shall consist of plan and profile sheets containing both vertical and horizontal alignments as well as proposed temporary construction and permanent utility easement boundaries. Once reviewed and approved by the Client, alignments and easement boundaries shall be set going forward. Changes in alignment or easements requested by owner made after this milestone will be considered additional services and may impact design schedule and budget.
- 60 percent deliverables will include plan and profile sheets, with finalized easement boundaries set as of the 30 percent milestone. Final pipe sizes and branch invert

connection elevations shall also be set at this stage. Necessary specialty details shall also be included at this milestone for Client review.

- 90 percent milestone deliverables shall include full construction plans with general construction and specialized sequencing notes, as well as finalized specialty details and plans developed during previous design milestones. Once reviewed by the Client, comments shall be addressed and these documents shall be submitted as 100 percent construction documents including construction agreement and all documents necessary for bidding.

Regulatory Submittals

Olsson shall provide the following services:

- Prepare a Stormwater Pollution Prevention Plan for general stormwater permitting with Arkansas Department of Environmental Quality (ADEQ)
- Submit 90% documents to Arkansas Department of Health (ADH) for approval by State
- If required, Olsson shall submit floodplain development permit to the City of Bentonville and Benton County for approval.
- For construction activities with streamways Olsson shall prepare and submit for Short Term Activity Authority (STAA) permit ADEQ, if required.
- Plans shall be submitted to City of Bentonville Development Review process to coordinate with other departments. Necessary City permits will be coordinated during this process, and either be obtained prior to bid or requirements added to Contractor responsibilities.

Hydro-excavation

Olsson shall coordinate the following services:

- Hydro-excavation of existing utilities to obtain horizontal and vertical elevations to be utilized during Project design at an estimated twelve (12) locations.

Phase 730 Total: \$370,683.00

Phase 740 – Environmental Services

Aquatic Resources Delineation

Olsson shall complete an aquatic resources delineation of Study Area. Olsson shall follow the methods described in the Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region. Services will include the following:

- **Desktop Review** - Olsson shall conduct a desktop review of available databases to determine areas within Study Area that may have potential aquatic resources. This review will include accessing information from the U.S. Geological Survey (USGS) National Hydrography Dataset (NHD), U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI), USGS 7.5-minute topographic maps, Natural Resources Conservation Service soil data, and current and historical aerial imagery. If a desktop environmental review was completed at a previous time, this information will be reflected in this report.

- **Site Visit** - Following desktop review, Olsson shall conduct a site visit to field verify whether aquatic resources identified during the desktop review—or newly identified in the field—are present or absent. The site visit must be conducted during the U.S. Army Corps of Engineers specified growing season (typically May 1 – October 31). The site visit will be conducted by traversing Project Study Area to identify wetland characteristics, including hydrophytic vegetation, hydric soils, and wetland hydrology. Aquatic resources boundaries will be delineated using sub-meter accuracy global positioning system units. Regional data forms will be completed. Photographs documenting site conditions, including aquatic resources, will be provided.
- **Report** - Upon site visit completion, Olsson shall prepare a report documenting aquatic resources delineation findings detailing the presence or absence of aquatic resources within Study Area. The aquatic resources delineation report will include a narrative of how the aquatic resources delineation was conducted and a summary of aquatic resources delineation results. Figures documenting information gathered during the desktop review and figures showing aquatic resources boundaries, sample point locations, and photo point locations will be provided with a photo log documenting conditions at the time of the site visit.

Deliverables

- Aquatic Resources Delineation Report

Threatened and Endangered Species Habitat Assessment

Olsson shall complete a desktop evaluation of publicly available data on federally and state-listed species to determine threatened and endangered (T&E) species that may use Study Area. Olsson’s desktop review will be limited to publicly available information on species within Study Area. Olsson shall use the USFWS Information for Planning and Consultation (IPaC) unofficial resource list and local or state resources to identify potential species and habitat within Project area.

If a site visit is required based on Olsson’s review of the T&E species desktop evaluation, a field survey will be conducted within Study Area to document potential suitable habitat and completed at the same time as the aquatic resources delineation.

Upon field surveys conclusion, Olsson shall prepare a technical report to document the habitat assessment. Habitat assessment report will include discussions of regulatory framework, background data, survey methodology, results, and USFWS IPaC Species conclusion table. The report will also provide specific mitigation recommendations based on identified impacts, including identification of appropriate mitigation strategies and support for implementation (e.g., Karst Conservation Strategy), as needed.

Deliverables

- T&E Species Habitat Assessment Report

Section 404 Nationwide Permit Application and Coordination (If Required)

Olsson anticipates that this Project will be eligible for a Nationwide Permit (NWP) from the U.S. Army Corps of Engineers (USACE) because it is believed that Project will include less than 0.50 acre of impacts to waters of the U.S (WOTUS). If there are impacts to waters of the U.S. and thus an NWP is necessary for Project, Olsson will determine if notification is required and if so, prepare a Pre-Construction Notification (PCN) letter as part of the NWP application. As part of the NWP process, Olsson will coordinate with the USFWS, and any other state or local agencies that is requested by the USACE. This Scope of Services excludes mitigation design, and any financial obligations associated with wetland mitigation bank credits.

Following PCN letter submittal, Olsson shall coordinate with USACE to verify that they have required information to process the application. If needed, Olsson shall coordinate with the authorized agency responsible for Section 401 of the Clean Water Act for circumstances where Water Quality Certification is not programmatically approved through the Nationwide Permitting process.

Deliverables

- Section 404 Permit Verification Letter

Short Term Activity Authorization (STAA) Permit Application (If Required)

Olsson shall provide services necessary to prepare and obtain a STAA from the Arkansas Department of Energy & Environment – Division of Environmental Quality (DEQ) for temporary impacts to state waters associated with the Project. Services will include the following:

- Preparation of STAA permit application in accordance with DEQ requirements including Project description, purpose and need, and construction methodology write-up, and additional supporting documentation
- Coordination with DEQ regulatory staff during the review. Responding to agency comments and requests for additional information.

Deliverables

- STAA Permit Authorization Letter

Stormwater Pollution Prevention Plan (SWPPP)

Olsson shall complete a SWPPP document for the Project. Olsson shall follow the described DEQ requirements.

Deliverables

- SWPPP Document

Phase 740 Total: \$23,300.00

Phase 750 – Real Estate Acquisition

Real Estate Acquisition Services

Olsson's Subconsultant shall provide easement acquisition services necessary to secure permanent and temporary easements for up to 22 parcels required for Project construction. These services are intended to support timely delivery of property rights while maintaining positive relationships with affected landowners and complying with applicable project requirements.

Project Management and Coordination

Subconsultant shall provide the following services:

- Assign a Project Manager to serve as primary point of contact and coordinate acquisition activities
- Coordinate schedule, workflow, and communication efforts with Client and Olsson
- Weekly status updates with summaries of key activities shall be provided to the Client

Parcel and Ownership Coordination

Subconsultant shall provide the following services:

- Review title commitments and ownership information provided by Olsson for acquisition purposes
- Develop and maintain a parcel ownership database including contact information, acquisition status, and documentation

Easement Documentation Coordination

Subconsultant shall provide the following services:

- Utilize easement exhibits and legal descriptions provided by Olsson
- Coordinate preparation and use of approved acquisition documents and templates with Olsson and Client
- Assemble acquisition packages for delivery to landowners

Landowner Communication and Outreach

Subconsultant shall provide the following services:

- Prepare and distribute Project notification materials to affected landowners
- Serve as primary point of contact for landowner communication
- Maintain professional, consistent communication throughout acquisition process
- Coordinate responses to landowner questions with Project team, as required

Landowner Negotiations

Subconsultant shall provide the following services:

- Qualified right-of-way agents to perform acquisition services
- Conduct negotiations through meetings, phone calls, email, and written correspondence
- Prepare all necessary documents for review and signature by the Client based on forms provided. Initial offers shall be the appraised value determined by the third-

party appraiser. No counteroffers shall be agreed to without express written permission by the Client. All concerns, counteroffers, or issues shall be relayed to the Client for review and approval.

- Maintain a detailed written negotiator's log of contacts with each property owner to document negotiations, efforts to achieve amicable settlements, responsiveness to owner's counter proposals, and suggestions for changes in plans.
- Secure executed easement agreements and deliver completed documents to the Client

Project Tracking and Documentation

Subconsultant shall provide the following services:

- Maintain organized digital files for each parcel, including correspondence and acquisition documentation
- Ongoing acquisition status tracking and reporting
- Compiled digital project records upon completion of services

Appraisal Services

Subconsultant shall provide the following services:

- Identify valuation problems, determine number and type of appraisal reports needed for each parcel, identify items pertinent to the valuation of each parcel, and note any specific or unusual appraisal problems.
- All appraisal reports will be reviewed by a pre-qualified review appraiser, independent of the individual who issued the report. Olsson shall hire an outside appraiser for this service on all appraisals. Olsson estimates that 22 parcels will require an appraisal and appraisal review to be completed by a third party.
- All completed appraisal, and appraisal reviews shall be provided to the Client

Deliverables

- Complete records of acquisition process, including correspondence, call logs, meeting notes, appraisal reports, offer letters, and other supporting documents
- Weekly acquisition status reports
- Executed and recorded easement documents

Phase 750 Total: \$159,720.00

Phase 760 – Bid Phase Services

Prepare Notice to Bidders and Issue Documents

Olsson shall provide the following services:

- Coordinate with Bentonville Purchasing Department to utilize Beacon Bid portal (Beacon) for the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by Client, and in bidding services known to provide data to contractors in the area. In

addition, invitations will be emailed directly to contractors whom Olsson and/or Client know will be interested in the Project.

- Coordinate answering bidder's questions. Addenda will be prepared, if needed, to provide clarification to questions. Questions shall be downloaded from Beacon by Olsson and answers sent to the Client for review. Final approved answers shall be sent to the Client purchasing department, by Olsson, to be published to Beacon as addenda. Client will be informed on a regular basis of Project changes resulting from bidder's questions.

Pre-Bid Conference

Olsson shall schedule a pre-bid conference to be held at 3200 SW Municipal Dr. in the Bentonville Water Utilities office break room.. Olsson shall create an agenda and provide meeting minutes. Meeting minutes shall be posted to the Beacon Bid portal as addenda following the pre-bid conference, no later than two (2) business days post meeting.

Review and Evaluate Bids

Olsson shall conduct and preside over the bid opening. Bids properly received will be reviewed by Olsson. Inconsistencies or irregularities found in the bids will be reported to Client. Olsson shall prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson shall evaluate bids, review qualifications and check references for low bidder(s), and make a written recommendation to Client concerning contract award.

Conform Documents

Conformed copies of contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson shall review documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to Client for review. Executed copies will be distributed to Client, Contractor, and Olsson. Documents form the official contract between Client and Contractor, as well as the basis for decisions concerning the work.

Phase 760 Total: \$16,016.00

ASSUMPTIONS

- Study area consists of 100-foot buffer of the Project alignment in sections 1, 10, 11, 12 of Township 19 North, Range 31 West in the Centerton and Bentonville South, Arkansas Quadrangles.
- Olsson shall calculate impacts to wetlands and other waters once electronic design files based on 30 percent plans are finalized
- If Project changes increase impacts after PCN submittal and an NWP application modification is needed, or if an Individual Permit is determined to be required after impacts have been calculated, additional fees and scope will be required.
- Impacts will not be above 0.10 acre of permanent impacts to jurisdictional wetlands and/or 0.03 acre to streams and Project will not require mitigation. Scope of Services excludes mitigation design, and financial obligations associated with wetland mitigation bank credits.
- Client is responsible for coordination and site access to non-public properties prior to survey commencement
- No entry into confined spaces

- Client to provide assistance for access to sanitary sewer manhole structures where standard field practices are ineffective (e.g., inaccessible, welded, or bolted manholes)
- Due to volume, blockages, obstructions invert elevations, pipe sizes, pipe materials may not be ascertained without coordination with Client
- 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.
- Acquisition services are limited to voluntary negotiations only. Any services associated with potential condemnation would be addressed in an amendment.
- Title, survey, appraisal, and compensation determinations will be coordinated through Olsson.
- The City of Bentonville shall be notified of and involved with all meetings involving the Bentonville School District.
- Acquisition documents, templates, and forms will be provided by Olsson.
- Payment requests shall be sent by the 10th of each month with the expectation that they will be mailed on the 30th of that month. All agreements received after the 10th shall be included in the following month's pay cycle. Payment requests shall be submitted via Procore.
- The Project schedule assumes timely delivery of required information and reasonable responsiveness from landowners.

EXCLUSIONS

Upon Client request, Olsson shall provide the following services under a supplemental Agreement:

- Other regulatory submittals not specifically listed in the above Scope of Services but can be provided at Olsson's standard hourly rates
- Construction phase services
- Individual Section 404 Permit Application
- Additional Site Visits with USACE
- Migratory Bird Treaty Act Nesting Surveys
- Bald and Golden Eagle Nest Surveys
- Agency Requested Threatened and Endangered Species-Specific Survey
- Agency Requested Historic or Cultural Resource Surveys
- Wetland Mitigation Services
- Construction staking
- Additional survey services. May affect cost and schedule.
- Traffic control; village, city, district, county, and state right-of-way occupation permitting; street use permitting; and utility permitting necessary to allow for drilling services
- Design and recommendations for gravity block or mechanically stabilized earth (MSE) retaining walls

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: July 14, 2026
 Anticipated Completion Date: June 22, 2027

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices by the 10th of each month with the expectation that they will be mailed on the 30th of that month. All agreements received after the 10th shall be included in the following month's pay cycle..

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed Nine Hundred Seventy-Seven Thousand Two Hundred Seventy-Seven Dollars (\$977,277.00).

PHASES	BUDGET
Phase 700 – Project Management and Quality Control	\$117,706.00
Phase 710 – Survey Services	\$165,602.00
Phase 720 – Geotechnical Investigation	\$124,250.00
Phase 730 – Engineering Design Services	\$370,683.00
Phase 740 – Environmental Services	\$23,300.00
Phase 750 – Real Estate Acquisition	\$159,720.00
Phase 760 – Bid Phase Services	\$16,016.00
PROJECT TOTAL	\$977,277.00

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our Agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to

Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

Attachments

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F

Standard Labor Schedule

Reimbursable Expense Schedule

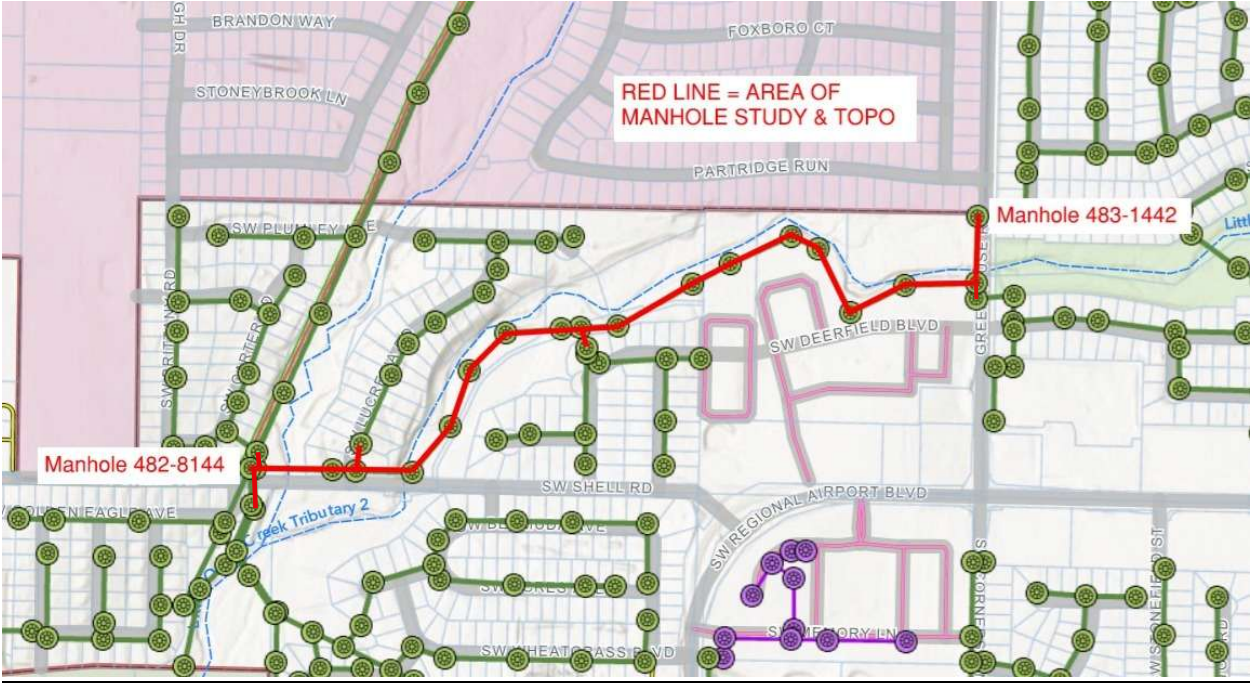
Olsson Fee Summary

Design Schedule

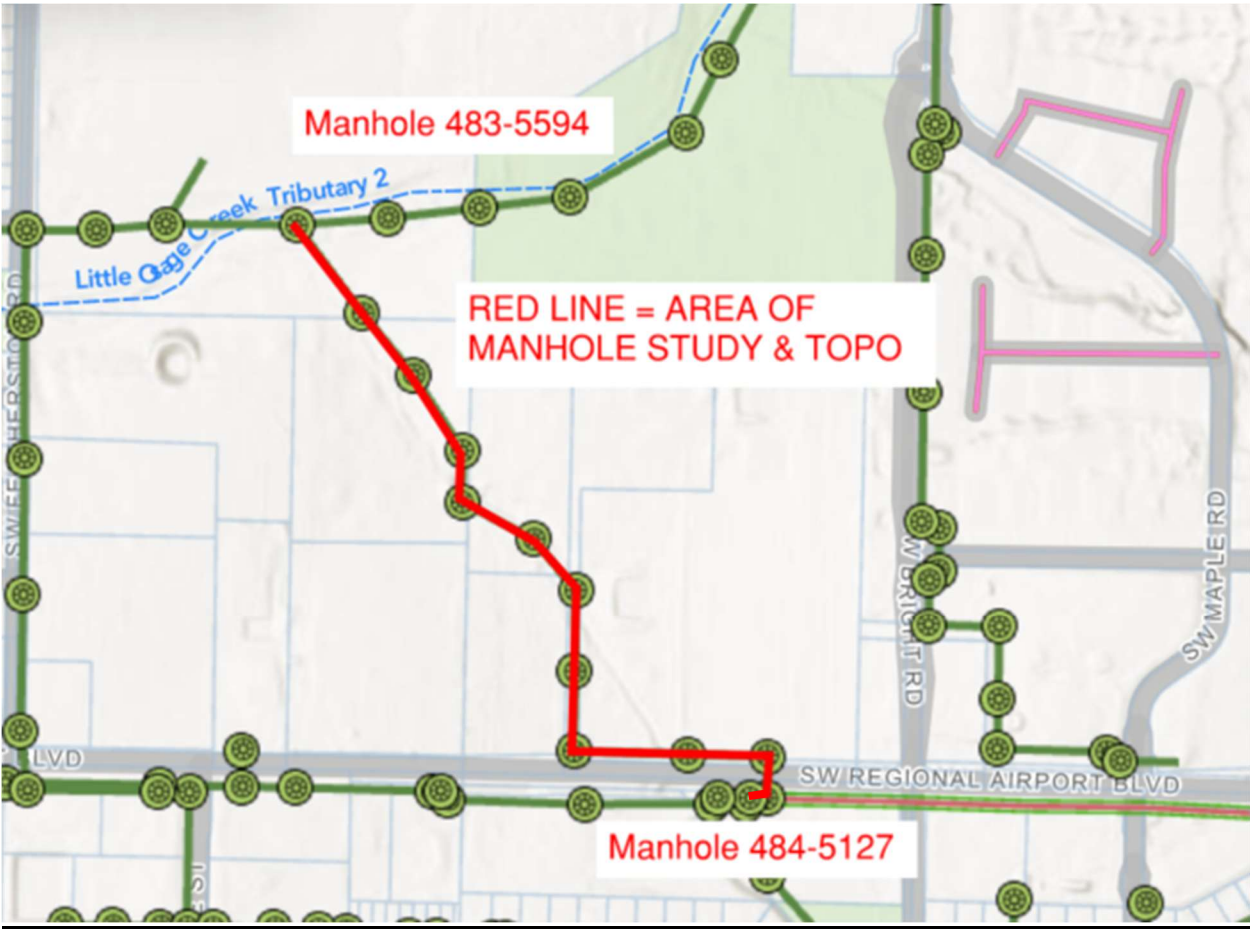
SURVEY EXHIBIT A



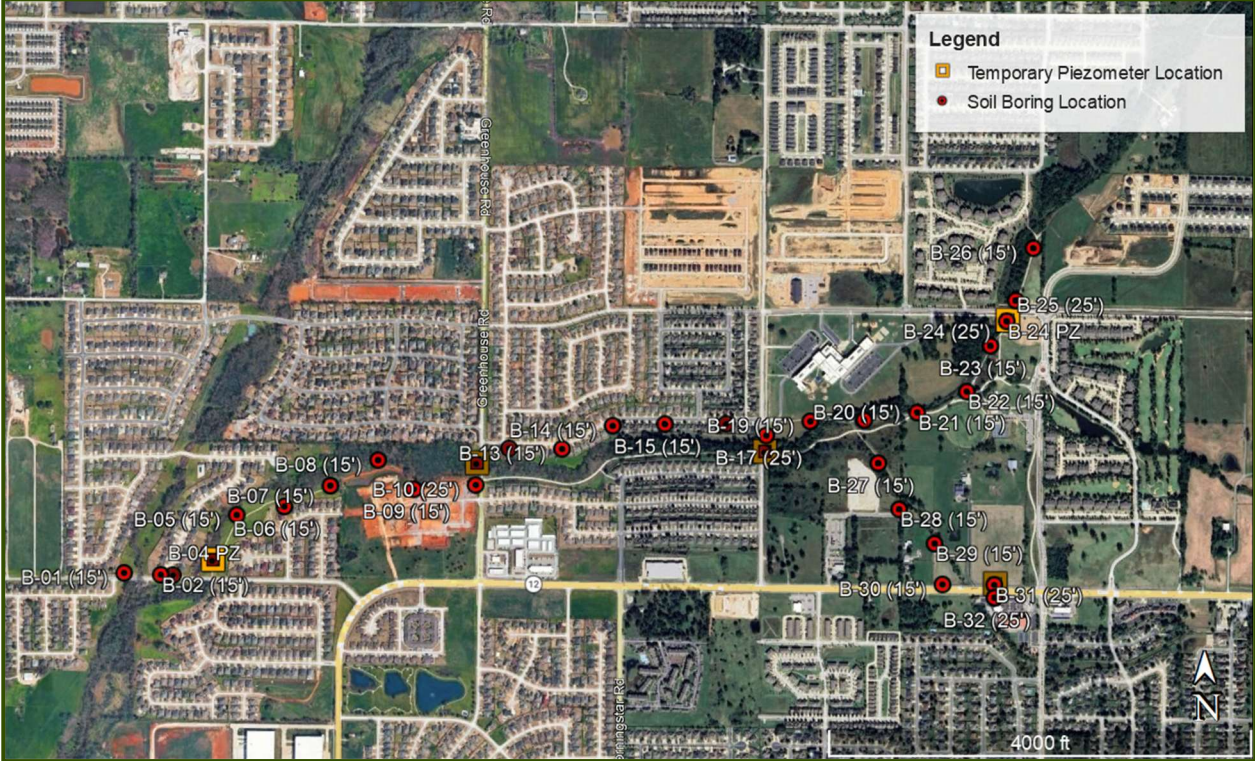
SURVEY EXHIBIT C



SURVEY EXHIBIT D



**EXHIBIT E
PROPOSED BORING LOCATIONS**



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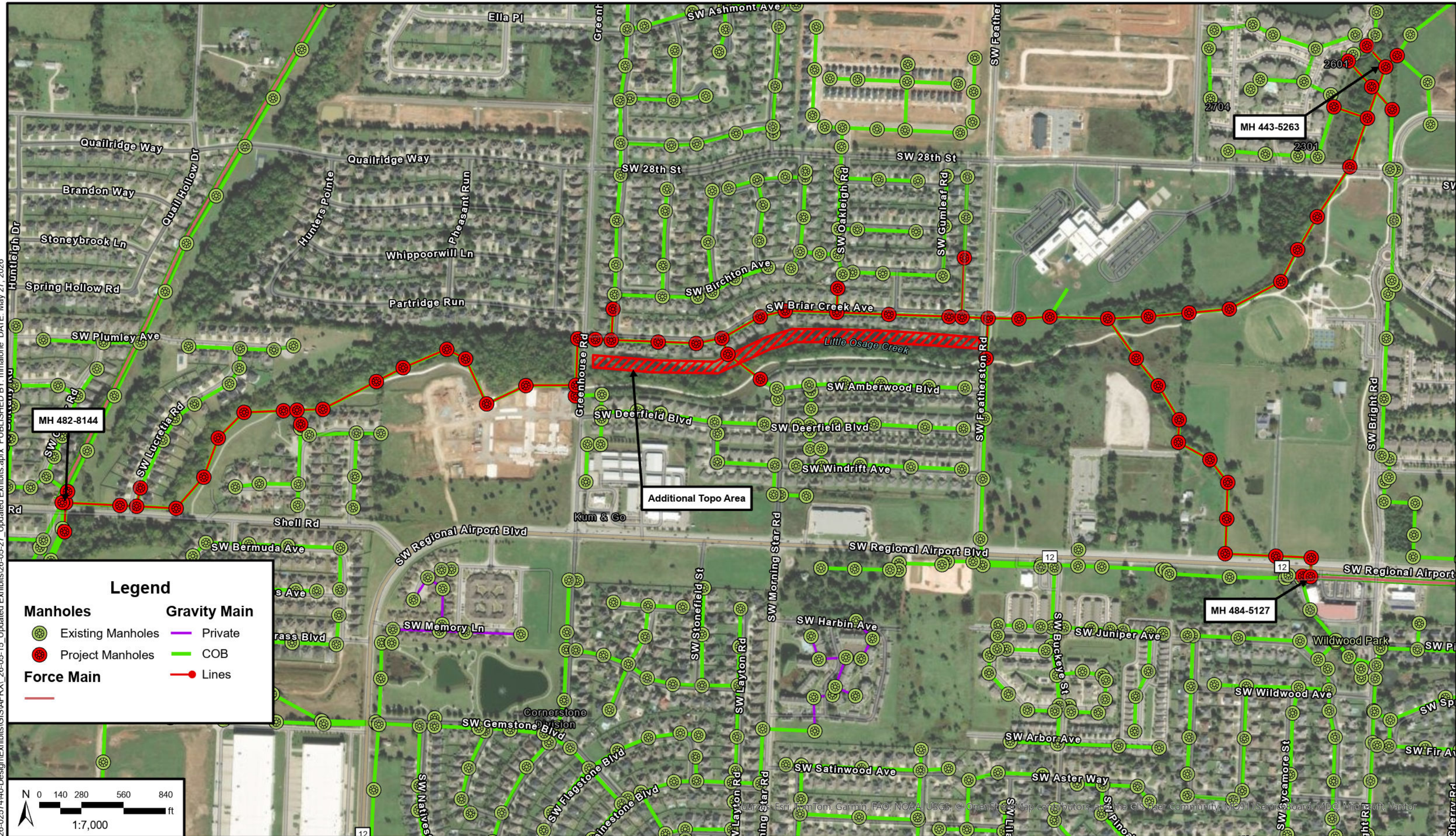


EXHIBIT F: PROJECT EXTENTS

Shell Basin Sewer Interceptor Improvements





2026 Olsson Billing Rate Schedule

<u>Description</u>	<u>Range</u>
Principal	\$156.00 - \$486.00
Project Manager	\$136.00 - \$294.00
Project Professional	\$101.00 - \$258.00
Assistant Professional	\$76.00 - \$187.00
Designer	\$109.00 - \$238.00
CAD Operator	\$66.00 - \$232.00
Survey	\$61.00 - \$230.00 *
Construction Services	\$56.00 - \$305.00 *
Administrative/Clerical	\$51.00 - \$266.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.725/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Automobile (Olsson EV)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost**
Meals	Actual Cost**
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

**Rates consistent with the U.S. General Services Administration (GSA) Per Diem for Reimbursable Lodging, Meals and Incidental Costs (Subject to Change).

Olsson Fee Summary Worksheet

Date: 6/11/2026

Job: Bentonville Shell Basin Sanitary Sewer Relocation

TOTALS

Phase/ Task	Team Code Task Level Only	Description of Work	Total Labor Fee	Total Expense Fee	Total Fee	Phase Total
700		Project Management & Quality Control	\$ -			
700001	WTR WWW-GN	Project Management	\$ 57,312.00	\$ 1,970.00	\$ 59,282.00	
700002	WTR WWW-GN	QA/QC	\$ 34,000.00	\$ -	\$ 34,000.00	
700003	WTR WWW-GN	Monthly Progress Meetings	\$ 16,280.00	\$ -	\$ 16,280.00	
700004	WTR WWW-GN	Client Review Meetings	\$ 8,144.00	\$ -	\$ 8,144.00	
			\$ -	\$ -	\$ -	\$ 117,706.00
710		Survey Services	\$ -			
710001	KCA SRV-GN	Topographic Survey	\$ 96,512.00	\$ -	\$ 96,512.00	
710002	KCA SRV-GN	Easement Document Preparation	\$ 33,000.00		\$ 33,000.00	
710003	KCA SRV-GN	Easement Abandonment Document Preparation	\$ 12,000.00		\$ 12,000.00	
710004	KCA SRV-GN	Title Search	\$ 11,000.00		\$ 11,000.00	
710005	KCA SRV-GN	Utility Pothole Locates	\$ 13,090.00	\$ -	\$ 13,090.00	
			\$ -	\$ -	\$ -	\$ 165,602.00
720		Geotechnical Investigation	\$ -			
720001	GNE DRL-GN	Drilling Services	\$ 73,570.00	\$ -	\$ 73,570.00	
720002	GNE DRL-GN	Access Clearing and/or Matting	\$ 10,000.00		\$ 10,000.00	
720003	GNE DRL-GN	Access Landowner Coordination	\$ 9,000.00		\$ 9,000.00	
720004	ECT CMT-GN	Laboratory Services	\$ 17,430.00	\$ -	\$ 17,430.00	
720005	GNE GEO-GN	Engineering Evaluation and Report Preparation	\$ 14,250.00		\$ 14,250.00	\$ 124,250.00
			\$ -	\$ -	\$ -	
730		Engineering Design Services	\$ -			
730001	WTR WWW-GN	Sanitary Sewer Design	\$ 340,708.00	\$ -	\$ 340,708.00	
730002	WTR WWW-GN	Utility Coordination	\$ 5,895.00	\$ -	\$ 5,895.00	
730003	WTR WWW-GN	Regulatory Submittals	\$ 9,080.00	\$ -	\$ 9,080.00	
730004	WTR WWW-GN	Hydro-Excavation allowance	\$ 15,000.00		\$ 15,000.00	
			\$ -	\$ -	\$ -	\$ 370,683.00
740		Environmental Permitting Services	\$ -			
740001	KCA ENV-GN	Aquatic Resources Delineation	\$ 8,750.00	\$ -	\$ 8,750.00	
740002	KCA ENV-GN	Threatened and Endangered Species Habitat Assessment	\$ 4,500.00	\$ -	\$ 4,500.00	
740003	KCA ENV-GN	404 Nationwide Permit Application and Coordination	\$ 5,750.00	\$ -	\$ 5,750.00	
740004	KCA ENV-GN	STAA Permit Application	\$ 2,800.00	\$ -	\$ 2,800.00	
740005	KCA ENV-GN	SWPPP	\$ 1,500.00	\$ -	\$ 1,500.00	
			\$ -	\$ -	\$ -	\$ 23,300.00
750		Real Estate Acquisition	\$ -			
750001	WTR WWW-GN	Land Acquisition Services	\$ 75,020.00	\$ -	\$ 75,020.00	
750002	WTR WWW-GN	Appraisal Services	\$ 84,700.00	\$ -	\$ 84,700.00	
			\$ -	\$ -	\$ -	\$ 159,720.00
760		Bidding Services	\$ -			
760001	WTR WWW-GN	Bidding Services	\$ 11,440.00	\$ -	\$ 11,440.00	
760002	WTR WWW-GN	Pre-bid Meeting	\$ 4,576.00	\$ -	\$ 4,576.00	
			\$ -	\$ -	\$ -	\$ 16,016.00
		TOTAL - Required Phases	\$ 975,307.00	\$ 1,970.00	\$ 977,277.00	\$ 977,277.00

BWU Shell Basin Design Schedule



Primary Column	Start	Finish	Duration	Q3			Q4			Q1			Q2			
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
1 Contract Approval	07/14/26	07/14/26	1d	Contract Approval												
2 Survey	07/15/26	09/23/26	50d	Survey												
3 Design Kickoff	07/15/26	07/15/26	1d	Design Kickoff												
4 30% Milestone	09/24/26	12/01/26	48d	30% Milestone												
5 30% Design	09/24/26	11/20/26	42d	30% Design												
6 Client Review	11/23/26	11/30/26	5d	Client Review												
7 30% Design Review Meeting	12/01/26	12/01/26	1d	30% Design Review Meeting												
8 Real Estate Acquisition	12/02/26	05/28/27	126d	Real Estate Acquisition												
9 Geotech	12/02/26	02/25/27	60d	Geotech												
10 Environmental Permitting	12/02/26	01/19/27	33d	Environmental Permitting												
11 Aquatic Resources Delineation	12/02/26	01/19/27	33d	Aquatic Resources Delineation												
12 404 Permitting	12/02/26	01/04/27	22d	404 Permitting												
13 60% Milestone	12/02/26	02/15/27	52d	60% Milestone												
14 60% Design	12/02/26	02/05/27	46d	60% Design												
15 60% Client Review	02/08/27	02/12/27	5d	60% Client Review												
16 60% Design Review Meeting	02/15/27	02/15/27	1d	60% Design Review Meeting												
17 90% Milestone	02/16/27	04/26/27	50d	90% Milestone												
18 90% Design	02/16/27	04/16/27	44d	90% Design												
19 90% Client Review	04/19/27	04/23/27	5d	90% Client Review												
20 90% Design Review Meeting	04/26/27	04/26/27	1d	90% Design Review Meeting												
21 ADH Review	04/27/27	05/24/27	20d	ADH Review												
22 100% Milestone	04/27/27	05/06/27	8d	100% Milestone												
23 100% Design	04/27/27	05/03/27	5d	100% Design												
24 100% Client Review	05/04/27	05/06/27	3d	100% Client Review												
25 Bidding	05/27/27	06/22/27	18d	Bidding												
26 Publication Deadline	05/27/27	05/27/27	1d	Publication Deadline												
27 Advertisement	05/30/27	06/06/27	5d	Advertisement												
28 Pre-Bid	06/10/27	06/10/27	1d	Pre-Bid												
29 Bid Opening	06/22/27	06/22/27	1d	Bid Opening												