



Water, Sewer, and Solid Waste Committee

13 November 2025

5:30 P.M. City Hall Room 101

(Or immediately following City Council Agenda Session)

Committee: Council Member Teresa Turk, Council Member Mike Wiederkehr, Council Member Scott Berna, Council Member Bob Stafford

Copy to: Mayor Molly Rawn, Keith Macedo, Steve Dotson, Kara Paxton, Kit Williams, Chris Brown, Alan Pugh, Jonathan Curth, Terry Gulley, Peter Nierengarten, Brian Pugh, Corey Granderson, Drake Vineyard, Aaron Watkins, Cody Ashworth, Scott Murphy, Brian Rowland

From: Tim Nyander, Utilities Director

CALL TO ORDER

UPDATES

PRESENTATIONS:

1. Overview of October's WRRF Monthly Operations

Scott Murphy – WRRF Project Manager, Inframark

2. Overview of October's Water & Sewer Operations

Tim Nyander – Utilities Director

OLD BUSINESS:

3. Water & Sewer Rate Study and Impact Fee Study Update

Stephen Dotson – Chief Financial Officer

INFORMATION ONLY

4. West Transmission Waterline Update

Corey Granderson – Utilities Engineer

INFORMATION ONLY

NEW BUSINESS:

5. West Fork Water Service Agreement

This is a 15-year water purchase agreement between the City of Fayetteville and the City of West Fork, for the City to furnish wholesale potable water to the City of West Fork and its residents.

The current agreement with the City of West Fork has expired, and a new Water Purchase Agreement has been agreed to and signed by the City of West Fork.

This agreement will authorize Mayor Rawn to sign the 15-year agreement to furnish water to the City of West Fork.

STAFF REQUESTS THIS BE FORWARDED TO THE CITY COUNCIL FOR CONSIDERATION FOR APPROVAL

6. Contract with Carl Holley Plumbing

Due to numerous leaks on the 6-inch asbestos cement pipe on Ridgeway Drive and Crestwood Drive, the City will be installing a new 6-inch PVC water main along those streets. The new water main will be installed along the front of the residences, and all service connections will be reconfigured accordingly to improve accessibility and infrastructure reliability.

For the service line work on private property, the City will engage a licensed plumbing contractor (plumber) to transition approximately 66 residential service connections from the existing water line to the newly installed main.

An invitation to bid on this project was published on September 21st for a plumbing contractor to relocate the service lines. Two bids were received, with the low bid going to Carl Holley Plumbing, Inc., of Siloam Springs, AR.

	Full Scope	Mobilization	Bonds & Insurance	TOTAL
Carl Holley Plumbing, Inc.	\$528,591.00	\$10,000.00	\$21,543.64	\$560,134.64
Goodwin & Goodwin, Inc.	\$3,608,900.00	\$180,000.00	\$100,000.00	\$3,888,900.00

STAFF REQUESTS THIS BE FORWARDED TO THE CITY COUNCIL FOR CONSIDERATION FOR APPROVAL

7. Revised Water Service and Extension Policy

The Water Service and Extension Policy provides that the cost of extending water mains to land developments and the cost of constructing all water facilities within a development shall be the financial responsibility of the applicant or the developer.

The revisions to this policy include adding definitions, clarifying who is responsible for costs, and when a proposed water extension need City Council approval.

STAFF REQUESTS THIS BE FORWARDED TO THE CITY COUNCIL FOR CONSIDERATION FOR APPROVAL

8. Contract for Fire Hydrant Painting

The City of Fayetteville, Arkansas is seeking bids for the painting of approximately 1,000 fire hydrants. The bid announcement will be posted soon. Staff wanted to discuss the process in order to send it to the City Council for approval before the next Water & Sewer Committee Meeting.

INFORMATION ONLY

9. Amendment No. 1 to Inframark’s Operations and Maintenance Contract

Inframark, LLC, was awarded the bid in 2024 for the Operations, Maintenance, and Management of the City’s Wastewater Treatment Facilities. These services include: (1) operate and maintain the Noland and West Side wastewater treatment facilities; (2) operate and maintain 42 wastewater lift stations; (3) administer the City’s NPDES discharge, air, stormwater, and other permits; (4) manage the City’s biosolids disposal program; (5) manage the City’s industrial pretreatment program; (6) support the SCADA (supervisory control and data acquisition system) network that monitor water and wastewater facilities; (7) pursue operation economies, efficiencies, and permit compliance; and (8) provide engineering services on an agreed-to basis.

The cost of these services will not change from 2024, at the price of **\$8,450,000**. The final draft is subject to review by the City Attorney’s Office.

STAFF REQUESTS THIS BE FORWARDED TO THE CITY COUNCIL FOR CONSIDERATION FOR APPROVAL

PRESENTATIONS

October’s WRRF Report
October’s Water & Sewer Operations Report

ATTACHMENTS

West Fork Water Purchase Agreement
Bid Submittal – Carl Holley Plumbing
Water Service and Extension Policy
Fire Hydrant Painting Specifications
Inframark Amendment No. 1 Draft

ADJOURN

Next Water, Sewer, Solid Waste Committee meets on Tuesday, December 9th, 2025, at 5:30 p.m.

WATER PURCHASE AGREEMENT

This Agreement, made and entered into on this _____ day of _____, 2025, by and between the City of Fayetteville, Arkansas ("City") and the City of West Fork, Arkansas ("Buyer") witnesseth:

WHEREAS, the City owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the City system and the estimated number of water users to be served by the said Buyer; and

WHEREAS, the Buyer desires to purchase water from the City for distribution within the present service area of the Buyer, and the City desires to furnish and sell water to the Buyer for distribution within its present service area.

NOW, THEREFORE, the City of Fayetteville, Arkansas and the City of West Fork, Arkansas agree as follows:

A. The City of Fayetteville, Arkansas agrees to:

1. To furnish the Buyer, at the point of delivery hereinafter specified, for distribution within its present service area, during the term of this agreement of any renewal or extension thereof, potable treated water meeting applicable purity standards of the Arkansas Department of Health, and in such quantity as may be required by the Buyer, not to exceed 800 gallons per minute. The City shall not be obligated to provide water to the Buyer at a rate greater than the amount aforesaid.

Total usage exceeding the amount aforesaid shall be cause for renegotiation of this agreement. In the event the Buyer requires water at a rate greater than thus specified, the City shall have the sole discretion in determining whether to furnish water at a greater rate and in determining the terms and conditions upon which its agreement to do so will be given, including, but not limited to, conditions for reinforcement of the 12-inch main hereinafter referred to at the Buyer 's expense in order to increase its capacity, if the reinforcement has not been accomplished by the City prior to the time it is required by the Buyer . Provided, however, that if any maximum allowable rate of usage specified is exceeded, an excess demand charge of 10% may be added to the bill for each month during the maximum allowable rate was exceeded.

If any maximum allowable rate of usage specified is exceeded, an excess demand charge of 10% may be added to the bill for each day during which the maximum allowable rate was exceeded. If any maximum allowable rate of usage is exceeded, the City may install automatic, variable rate-of-flow controllers and charge the cost of same to the Buyer. The City may install such rate of flow controllers at any time at the City's expense. The excess demand charge shall not apply if the excess usage was beyond the

control of the Buyer. However, all customer usage is considered as being within the control of the Buyer, as is system loss which is not promptly corrected by the Buyer.

It is further understood and agreed that the City's responsibility for the water ends at the meter box outlet or vault and the Buyer agrees to indemnify and hold harmless the City from any and all liability incurred past the meter box outlet or vault.

2. The water will be furnished at a reasonably constant pressure (due consideration being given to friction loss) from an existing twelve-inch (12") water main at a point located at the site described in Exhibit "C" attached hereto and made a part hereof. If a greater pressure than that normally available at the point of delivery is required by the Buyer, the cost of providing such greater pressure shall be borne by the Buyer.
3. Operate and maintain the water mains up to the point of delivery and maintain at point of delivery the necessary metering equipment, including a meter pit, check valves, and required devices of standard type for properly measuring the quantity of water delivered to the Buyer, including a meter of proper size. The cost of maintenance and operation of the metering facility shall be borne by the City. The responsibility for testing and calibrating the meter rests solely with the City.

A meter registering not more than two percent (2%) above or below 100% accuracy shall be deemed to be accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the two (2) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be determined by average readings over a period of two previous months or a like month of the previous year, at the City's option. The metering equipment shall be read on a regular schedule each month.

An appropriate official of the Buyer at all reasonable times shall have access to the meter for the purpose of verifying its reading. The size of the meter shall be in keeping with anticipated water usage and/or demand. Currently, a four (4) inch meter is installed at the point of delivery. The Buyer currently has a valve at the inlet side of the meter to shut off the supply and also to limit the flow of water to the rate permitted. The Buyer also currently has a by-pass to the meter installed for use during periods of meter maintenance. The by-pass shall not be operated without express knowledge and consent of the City.

4. The City's responsibility for maintenance shall end at the outlet side of the meter box or vault.
5. The City agrees to furnish the Manager of the Buyer with an itemized statement of the amount of water furnished and other charges to the Buyer in accordance with the City billing policies and procedures.

B. The City of West Fork, Arkansas agrees to:

1. Purchase water as required by the Buyer and the consumers within the present corporate limits of the Buyer, and a service area along the transmission line as determined in Section C, Paragraph 6 hereof, up to a maximum of 800 gallons per minute.
2. Buyer agrees to remit payment to the City for a minimum of 2.7 million gallons of water per month (commonly referred to as "take-or-pay"). Such take-or-pay minimum shall be chargeable at the current wholesale water rate, as amended from time to time as set forth in Section B, Paragraph 3. Any water usage above the 2.7 million gallons per month shall be charged at the same wholesale water rate.
3. Pay the City not later than the due date given on the bill for water delivered in the preceding reading period, in accordance with the rates as established by the City. If the Buyer does not remit payment on or before the specified due date each month, a penalty equal to ten percent (10%) of the total payment amount due shall be added to such payment, and if not paid within thirty (30) days following the due date in which the original billing is due or the aggrieved party has not submitted a claim for arbitration as specified in Section 4, the City may discontinue delivery of water to the Buyer as a last resort and may continue to deny delivery to the Buyer until the Buyer pays the total amount due. The rates for water and meter service charges presently in effect are illustrated by the attached schedule, marked Exhibit "B". It is mutually understood and agreed among the parties that the City may immediately pass along to the buyer any increases or decreases in rates imposed upon by the City by the Beaver Water District, its successors or assigns. The rates shall be adjusted to the Buyer in the same amount as the increase or decrease from said water district.
4. Maintain a backflow prevention device approved by the City and the Arkansas Department of Health. The backflow prevention device shall be inspected annually and maintained in accordance with Fayetteville City Code §51.146 – Backflow Prevention. The backflow prevention device must be located above ground, outside and downstream of the meter pit.
5. The Buyer agrees to provide water connections only to those customers having adequate on- site sewage disposal systems previously approved by the Arkansas Department of Health. New on- site systems shall be deemed adequate if the system is approved by the Arkansas State Health Department and inspected by a Plumbing Inspector licensed by the State of Arkansas, who is employed by the Buyer.

C. It is further mutually agreed between the City and the Buyer as follows:

1. That this agreement shall extend for a term of fifteen (15) years from the initial date of this agreement entered into by the City and Buyer. Thereafter this agreement may be renewed for such term, or terms, as may be agreed upon by the City and Buyer.

2. That the City will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the quantities of water required by the Buyer, up to the maximum amount as specified in Section A, Paragraph 1 hereof. Temporary or partial failures to deliver water caused by the failures or difficulties in the City' s system shall be remedied with all possible dispatch. The City reserves the right, in the event of acute shortage of water, to limit or discontinue water sales and service to the Buyer. Any reduction or discontinuance of water sales and service for this reason shall not render the City liable for damages of any kind, it being understood between the parties that the City' s primary obligation is to furnish water and water services to the citizens of the City of Fayetteville, Arkansas.

The City shall not be responsible for any damages to the Buyer or its consumers by reason of emergency failures of water supply due to water main breaks, power failure, flood, fire, earthquake and other acts of God, or catastrophe, acts of war, insurrection or rebellion, acts of a public enemy, acts of any unauthorized person, firm, or corporation, or acts of the Buyer, or during any periods of water reduction or discontinuance by reason of fire-fighting or other emergency situation; nor shall such failures of water supply and/ or discontinuance or reduction of water sales and service be construed as a breach of this agreement by the City.

3. That this agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Arkansas and the City and Buyer will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.
4. It is expressly understood and agreed that the sale of water herein provided for from the City to the Buyer, is a sale for resale, and the Buyer agrees to secure a sales tax permit as required by the Arkansas Stats. Ann. Section 84- 1904 (I) 84- 1913, and any subsequent amendments thereto) and agrees that it will collect and pay over to the Commissioner of Revenues of the State of Arkansas, any and all sales tax now or hereafter imposed upon the resale of said water to the Buyer' s consumers.
5. That in the event of any occurrence rendering the Buyer incapable of performing under this agreement, any successor of the Buyer whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Buyer hereunder.
6. It is understood and agreed that the water to be supplied by the City to the Buyer under this agreement is to be furnished for distribution within the Buyer's service area. The Buyer shall not extend its water main outside its defined service area, as identified in Exhibit "A", without the prior written consent of the City. The City shall have the sole discretion in determining the terms and/or conditions upon which its consent shall be given.

7. The Buyer shall provide the City with a copy of all Sanitary Surveys of its water system within thirty (30) days of completion of the Sanitary Survey by the Arkansas Department of Health.

For the purpose of this instrument the phrase "service area" of the Buyer means the present corporate limits at the time of this agreement and any lands within an area designated as the growth area of the City of West Fork as shown and described by Exhibit "A" to this agreement. The Buyer shall have the right under this agreement to extend main and water service into such area without the prior consent of the City. The Buyer shall have the right to sell water to the Washington Water Authority for use in the Washington Water Authority service area.

8. In the event a portion of the Buyer's water mains are constructed within the corporate limits of the City, the Buyer is not permitted to serve consumers within the corporate limits of the City without prior written consent of the City.
9. Buyer agrees that it will not during the period of this agreement or any renewal thereof levy any franchise tax, occupation tax, or any other tax of any form whatsoever, by whatever name it may be called, upon the City, the City water system and appurtenances thereto, or the operations called for by this agreement.
10. No provision of this agreement shall be construed to create any type of joint or equity ownership of any property, and partnership or joint venture, nor shall same create any other rights or liabilities and Customer payments (whether past, present, or future) shall not be construed as granting Customer partial ownership of, pre-paid capacity in, or equity in the City's system.
11. This agreement may be terminated by either Buyer or the City upon breach by the other of any of the covenants or agreements contained herein, and the failure of the party in breach to remedy such breach within thirty (30) days after receipt of written notice of the existence of such breach. Written notice shall be sufficient, if sent by certified mail, return receipt requested, postage prepaid, to the respective mayor or chairman of the parties hereto.

12. Remedies

If either party to this agreement concludes that there is a breach of any terms of this contract, that party shall notify the other party by electronic mail and certified mail of the breach. After notification, the party in breach shall remedy the breach within thirty (30) days of receipt of the notice of breach. If the party claiming breach is not satisfied that the breach has been cured, then that party may pursue specific enforcement of the terms of this agreement through the Circuit Courts of Washington County, Arkansas. Prior to the filing of any action in the Circuit Courts, the parties should attempt to mediate any claims before a mutually agreeable mediator, the cost of which shall be shared equally by the parties to this agreement. A decision

reached in circuit court or in mediation will in no way limit Fayetteville's or West Fork's power to enforce requirements directly against customers located in West Fork, nor will it preclude Fayetteville or West Fork from seeking other remedies including, but not limited to, specific performance.

13. Severability

The sections, paragraphs, sentences, phrases, and clauses of this agreement are severable, and should any section, paragraph, sentence, phrase, or clause be declared invalid by the lawful decree of any court of competent jurisdiction, such invalidity shall not affect any other portion of this agreement.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

**CITY OF WEST FORK,
ARKANSAS**

By: 
HEITH CAUDLE, Mayor

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
MOLLY RAWN, Mayor

ATTEST:

By: 
ANN UPTON, City Clerk

ATTEST:

By: _____
KARA PAXTON, City Clerk

EXHIBIT "A"

WEST FORK' S DEFINED WATER SERVICE AREA

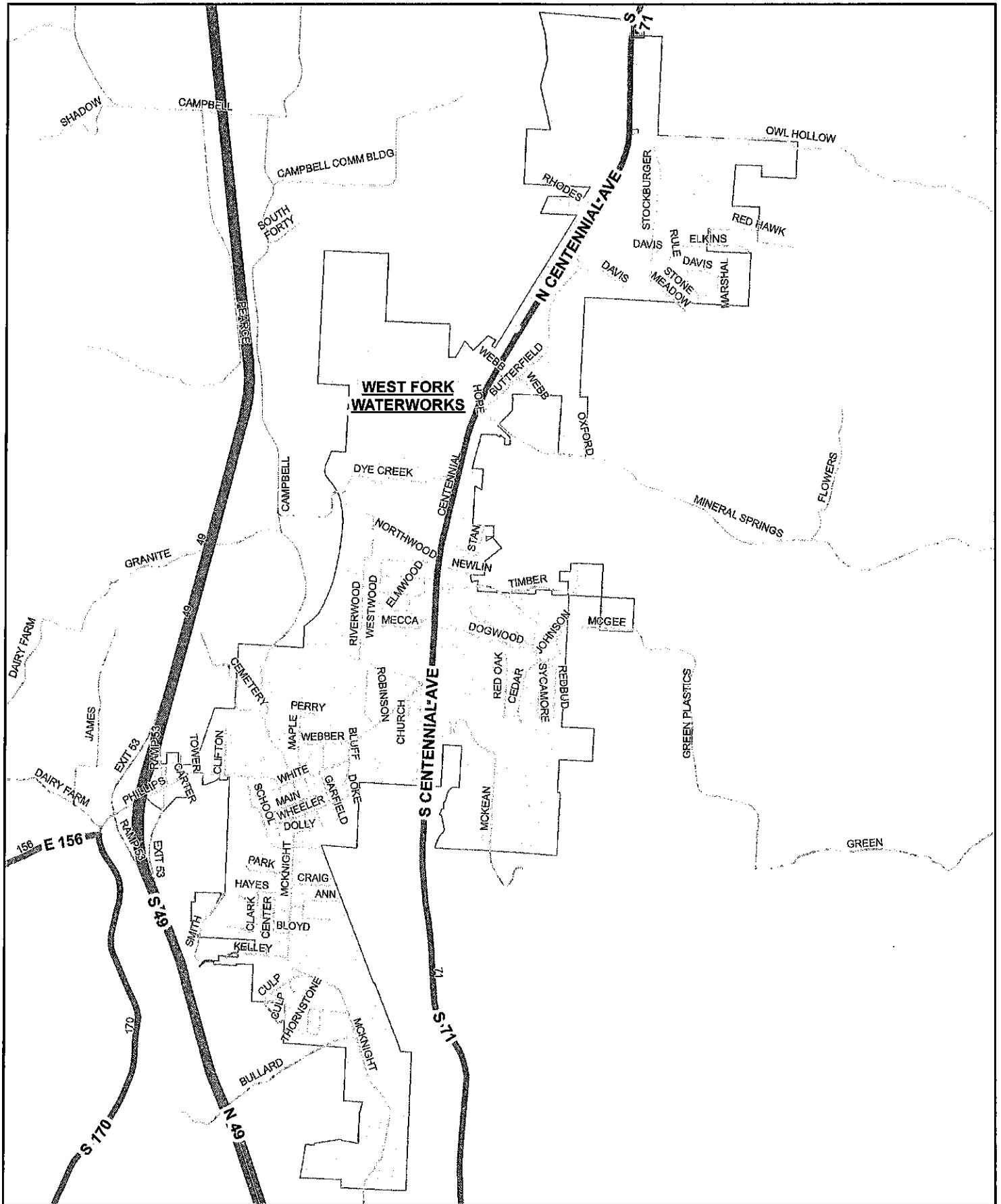


Exhibit A
West Fork Water Service Area

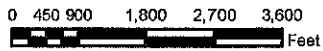
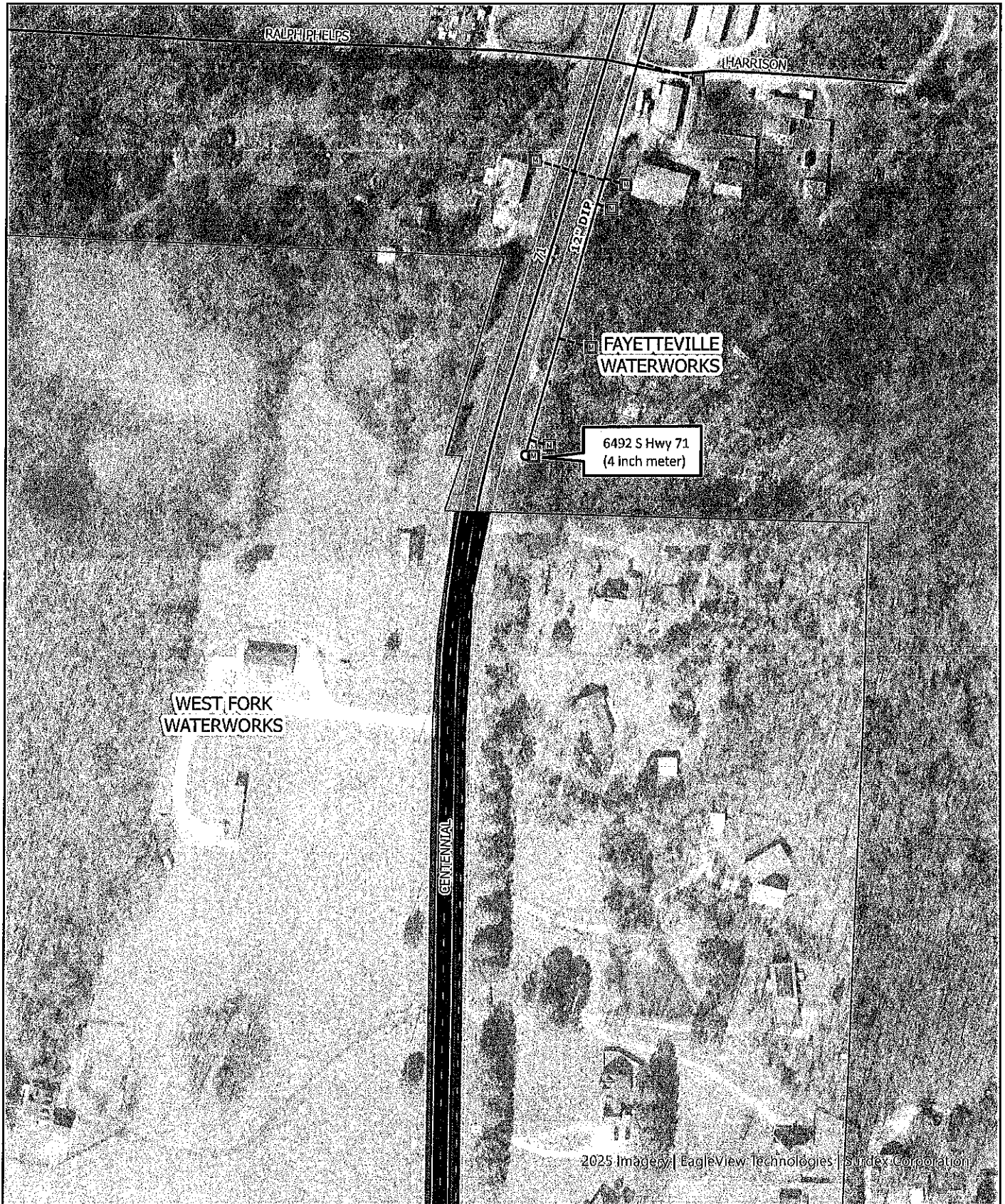


EXHIBIT "C"

Location of Water Meter and Meter Vault



2025 Imagery | EagleView Technologies | Sindex Corporation

Exhibit C
6492 S Hwy 71
West Fork, AR
(4 inch meter)

0 50 100 200 300 400
Feet





CITY OF
FAYETTEVILLE
ARKANSAS

Bid 25-50 Addendum 2

Carl Holley Plumbing, Inc.

Supplier Response

Event Information

Number: Bid 25-50 Addendum 2
Title: Construction - Waterline Replacement
Type: Invitation to Bid
Issue Date: 9/21/2025
Deadline: 10/14/2025 02:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed plumbing contractors to assist with portions of a waterline replacement project around Ridgeway Dr and Crestwood Dr. Questions regarding this bid should be addressed to Kenny Fitch, Sr Procurement Agent at kfitch@fayetteville-ar.gov.

Contact Information

Contact: Kenny Fitch - Sr Procurement Agent
Address: Purchasing
City Hall
Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: (479) 575-8258
Email: kfitch@fayetteville-ar.gov

Carl Holley Plumbing, Inc. Information

Address: P.O. Box 1151
Siloam Springs, AR 72761
Phone: (479) 238-2092

By submitting your response, you certify that you are authorized to represent and bind your company.

Phil Rushing
Signature

phil@carlholleyplumbing.com
Email

Submitted at 10/14/2025 12:29:06 PM (CT)

Requested Attachments

Signature Forms for Bid 25-50

25-50 Bid Form.pdf

Please attach your completed forms. These documents can be found in FILE #01 - PROJECT MANUAL in the Attachments tab. Please be sure to include ALL required information stated in the Project Manual.

Bid Bond for Bid 25-50

Bid Bond 25-50.pdf

Please attach a signed and completed copy of your bid bond. Bid bonds in the form of a cashier's check shall be delivered to City Hall, Procurement Division before bid deadline and have a copy of the cashier's check uploaded with submittal.

Bid Attributes

1 Arkansas Secretary of State Filing Number:

100179595

2 Arkansas Contractor License Number:

Contractor's License must have a classification relating to the scope of this project.

0170780426

3 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

Yes, I agree

No, I don't agree

4 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

Yes, I agree

No, I don't agree

5 Addendum Acknowledgement:
By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid.
 I agree

Bid Lines

1	Full Scope (Lump Sum)	Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: <input type="text" value="\$528,591.00"/>	Total: <input type="text" value="\$528,591.00"/>
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2	Mobilization (Not to exceed 5% of total bid amount, excluding Bonds and Insurance)	Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: <input type="text" value="\$10,000.00"/>	Total: <input type="text" value="\$10,000.00"/>
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3	Bonds and Insurance	Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: <input type="text" value="\$21,543.64"/>	Total: <input type="text" value="\$21,543.64"/>
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Response Total: \$560,134.64

**CITY OF FAYETTEVILLE, ARKANSAS:
BID 25-50, CONSTRUCTION – WATERLINE REPLACEMENT**

**SECTION 02
BID FORM**

Bid Number: 25-50, Construction – Waterline Replacement

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: Carl Holley Plumbing, Inc.
P.O. Box 1151
Siloam Springs, AR 72761

ARTICLE 1 - INTENT

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

2.01 Bidder accepts all terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner’s Notice of Award.

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-50, CONSTRUCTION – WATERLINE REPLACEMENT

solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- I. Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

- J. The bid security attached in the sum of \$ \$ 26,929.55 is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ARTICLE 4 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment 240 consecutive calendar days from the date established in a written notice to proceed. Total completion shall be 270 consecutive calendar days from the date established in a written notice to proceed. The bidder agrees to pay liquidated damages for each consecutive calendar day thereafter the total completion time.

- 5.02 Bidder accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of \$ 500.00 for each consecutive calendar day thereafter will be assessed.

ARTICLE 5 – TERMINOLOGY

- 6.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on October 14, 2025.

Arkansas State Contractor License No. 0170780426

CITY OF FAYETTEVILLE, ARKANSAS:
BID 25-50, CONSTRUCTION – WATERLINE REPLACEMENT

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-50, CONSTRUCTION – WATERLINE REPLACEMENT

A Corporation

Corporation Name: Carl Holley Plumbing, Inc. (SEAL)

State of Incorporation: Arkansas

Type (General Business, Professional, Service, Limited Liability): _____

S Corporation

By: *Roger W. Holley*
(Signature – attach evidence of authority to sign)

Name (type or printed): Roger Holley

Title: Vice President

(CORPORATE SEAL)

Attest: *Chassity Holley*
(Signature of Corporate Secretary)

Business address: P.O. Box 1151

Siloam Springs, AR 72761

Phone No.: 479-549-5086 FAX No.: _____

Tax ID No.: 71-0835537 UEI No.: _____



END OF SECTION 02 – BID FORM

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-50, CONSTRUCTION – WATERLINE REPLACEMENT

SECTION 03 – LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

BID 25-50, CONSTRUCTION – WATERLINE REPLACEMENT

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition	N/A	
Mechanical	N/A	
Plumbing	N/A	
Electrical	N/A	
Roofing/Sheet Metal	N/A	
Other (designate)		

NOTE: This form must be submitted in accordance with the Instructions to Bidders.


Bidder's Signature

**CITY OF FAYETTEVILLE, ARKANSAS:
BID 25-50, CONSTRUCTION – WATERLINE REPLACEMENT**

**Section 04
CONTRACTOR REFERENCES**

The following information is required from all Bidders so all bids may be reviewed and properly evaluated:

COMPANY NAME: Carl Holley Plumbing, Inc.
NUMBER OF YEARS IN BUSINESS: 25 HOW LONG IN PRESENT LOCATION: 10
TOTAL NUMBER OF CURRENT EMPLOYEES: 30 FULL TIME _____ PART TIME _____
NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 6 FULL TIME _____ PART TIME _____

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. Crossland Heavy Contractors
COMPANY NAME
Rogers, AR 72756
CITY, STATE, ZIP
Syd Stokes
CONTACT PERSON
620-687-4310
TELEPHONE
2025
DATE COMPLETED
sstokes@heavycontractors.com
E-MAIL ADDRESS

3. City of Tontitown
COMPANY NAME
Tontitown, AR
CITY, STATE, ZIP
James Clark
CONTACT PERSON
479-361-2700
TELEPHONE
2022
DATE COMPLETED
pwdirector@tontitownar.gov
E-MAIL ADDRESS

2. Cobblestone Homes
COMPANY NAME
Fayetteville, AR 72701
CITY, STATE, ZIP
Kodi
CONTACT PERSON
479-251-1111
TELEPHONE
4/2025
DATE COMPLETED
Kodi@cobblestonehomes.info
E-MAIL ADDRESS

4. McDonald Building Group
COMPANY NAME
Fayetteville, AR 72701
CITY, STATE, ZIP
Forrest Acuff
CONTACT PERSON
479-790-2620
TELEPHONE
9/2025
DATE COMPLETED
forrest@mcdonaldbidg.com
E-MAIL ADDRESS



BID BOND

Bid Bond

KNOW ALL BY THESE PRESENTS, That we, Carl Holley Plumbing, Inc.

of Siloam Springs, AR

(hereinafter called the Principal), as Principal, and The Ohio Casualty Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto City of Fayetteville

(hereinafter called the Obligee) in the penal sum of 5% of Bid Amount

Dollars (5% of Bid Amount)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Bid 25-50 Waterline Replacement

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 14th day of October, 2025 .



[Signature]

Witness

Carl Holley Plumbing, Inc.

(Seal)

Principal

[Signature]
Title

[Signature]

Witness

The Ohio Casualty Insurance Company

By [Signature]
Bryan Clinkscales Attorney-in-Fact





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8214641-971105

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jennifer Bohannon; Bryan S. Clinkscales; Kentrina Todd

all of the city of SPRINGDALE state of AR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of August, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of August, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2026
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of October, 2025.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

§ 51.112 Water Service and Extension Policy

(A) *Extensions of Water Transmission Lines*

The cost of extending adequate water transmission lines from existing water mains to land developments and the cost of constructing all water facilities within a development according to specifications and location prescribed by the Utilities Director shall be the financial responsibility of the applicant or the developer. The City may require larger size transmission lines to be installed by the developer and then shall pay the excess material cost of facilities of a size larger than required to service the development when such excess size is specified and required by the Utilities Director for the general benefit of the water system. All water facilities installed by the developer shall become the property of the city after inspection and acceptance by the Utilities Director.

(B) *Water Service Within the City Limits of Fayetteville*

Fayetteville shall endeavor to maintain and operate a municipal water system capable of delivering potable domestic use water and firefighting flow water under adequate pressure to city residents, institutions and businesses which have service lines connected to city mains.

(C) *Water Service Outside the City Limits of Fayetteville*

(1) Cities which have Water Contracts with Fayetteville.

(a) Domestic Potable Water.

Elkins, West Fork, Goshen, and a southern area of Johnson, have contractual rights with City of Fayetteville for domestic potable water delivered to the city for its delivery to its residents and businesses. Farmington, Greenland and Goshen have water delivered directly to those cities' residents and businesses. Fayetteville shall endeavor to maintain and operate a municipal/regional water system capable of delivery of potable domestic water under adequate pressure both to the wholesale cities or directly to the residents, institutions, and businesses of these cities which have a current, valid contract with the City of Fayetteville to provide this new domestic water.

(b) Firefighting Water.

Firefighting flow of water may be provided by the City of Fayetteville to such cities pursuant to a current, valid contract. Connections to new development in the cities seeking new firefighting flows of water should be evaluated by the City of Fayetteville to ensure that current water service customers will not be adversely affected by this potentially large use of water outside Fayetteville's city limits and also ensure all necessary improvements to city transmission lines and storage facilities to enable this increased flow will be completely paid for by the city, entity, or person seeking to receive the additional capacity and transmission needs to provide firefighting water.

(2) Unincorporated Areas.

(a) Domestic Potable Water.

Unincorporated areas within our water service area but without a contractual right to receive domestic potable water may only receive domestic potable water after approval by the Utilities Director who may require limitations or restrictions upon such water supply to ensure existing water service customers will not be adversely affected by this new water service usage. The Utilities Director may require that an applicant for new water service contractually agree that any and all necessary improvements to city transmission lines, pumping facilities, and storage facilities to ensure that current water customers are not adversely affected by the newly requested service be fully paid for by the entity or person seeking this new water service.

(b) Firefighting Water.

Unincorporated areas within our water service area but without express contractual rights to larger volume firefighting flows of water may only receive such firefighting flows of water to new construction pursuant to a contract for such water approved by the City Council. Such contract should ensure that current water service customers will not be adversely affected by this potentially large use of water outside Fayetteville's city limits and also ensure all necessary improvements to city transmission lines, pumping facilities, and storage facilities to enable this increased flow without adversely affecting current water service customers will be the financial responsibility of the entity or person seeking to receive the additional pumping, capacity, and transmission needs to provide firefighting water.

(3) Irrigation Meters and Meters Exceeding 5/8 Inch.

No irrigation meter or meter exceeding 5/8 of an inch shall be allowed without the express written approval of the Utilities Director. The Utilities Director may place restrictions and limitations of use of an approved irrigation meter and larger meter when, in the sole discretion of the Utilities Director, use of an irrigation meter or use of a three quarters (3/4) inch or larger meter might cause problems for other domestic water users. The Utilities Director may use all powers described in (2).

(4) Long Range Water Service Storage and Transmission Plan.

The Utilities Department and Water Sewer Division will be guided by our long range water service storage and transmission plan for extensions of our water mains, increase of our pumping and storage capability and service to new areas within our water service area and to enhance or enlarge our infrastructure when new needs for domestic potable water appear. All new water mains, water storage facilities and pumping facilities shall be dedicated to and will become the property of the City of Fayetteville except for mains in or owned by the City of Elkins or West Fork. Fayetteville may also reject ownership of any such facility or main.

(5) No connection to Large Transmission Lines.

No service connections will normally be made to water transmission lines having a diameter larger than twelve (12) inches, except when a prior easement from the owner to the city provides for such. The Utilities Director has discretion and authority to allow a connection for unusual and justified situations.

(6) Service Connections.

Service connections to treated water mains may be made by the city to residences, businesses, and industries which are adjacent to any existing treated water main. In order to be considered adjacent, direct parcel frontage to the main is normally required. However, the Utilities Director has discretion and authority to allow an alternative connection in unusual and justified situations.

(7) Utilities Director Authorized to Allow Water Service.

The Utilities Director is hereby authorized to make water connections for domestic potable water outside the corporate limits of the city. Such water connections shall meet the same specifications of construction as used within the corporate limits of the city at the time the water connection is made. The plumbing to which a water connection is made under this section shall meet all applicable plumbing regulations and requirements of the city in effect at the time the connection is made. All costs for this connection shall be the landowner's responsibility.

(8) Service Request for Water Main Access.

Before any water connection is made pursuant to this section, the owner of the property concerned shall sign a service request with the city providing that such owner shall agree to pay the connection fee, the water rate fee, and water impact fee, and to abide by any and all ordinances, rules, and regulations of the city then in effect or which may thereafter be adopted. The service request shall also set forth the water service charges, provisions for discontinuance of service, and authorization for city employees to enter upon premises of the owner for the purpose of making inspection, repairs, maintenance, and disconnections.

(9) House Address.

A house number must be permanently displayed in a manner clearly visible from a street pursuant to §51.145 before the meter will be set. In the event a service call is made and the house number is not properly displayed in the above manner, the property owner shall be assessed an additional service charge of \$50.00.

The City of Fayetteville, Arkansas is seeking bids for the painting of approximately 1,000 fire hydrants.

Pre-painting steps

Before any coating is applied, the surface must be cleaned to remove contaminants and old paint. This step is critical for a durable finish and to prevent premature coating failure.

Clean the area:

Clear vegetation and debris from around the base of the hydrant. Place cardboard or a drop cloth around the base to catch the paint chips and drips. Mask off any nearby concrete, sidewalks, or landscaping.

Clean the surface:

Prepare the surface for painting, which may involve hand scraping, wire brushing, or using a power tool to clean and remove loose rust, mill scale (iron oxide), sediment, or old paint. Ensure that all shiny surfaces are roughened.

Painting process

The painting of fire hydrants should occur when the air temperature is between 50°F and 85° F.

The specification covers requirements for applying paint via brush, roller, or spray, depending on the material. All coatings must be applied in strict accordance with the paint manufacturer's recommendations for proper performance. This includes instructions for surface temperature, dry film thickness, and curing.

Apply Primer

A rust-inhibitive, alkyd-based metal primer coat should be applied according to the paint manufacturer's recommendations.

Apply Topcoat

Use a high-quality industrial alkyd enamel coating, such as Rust-Oleum V7400 for maximum durability and weather resistance. The paint must be durable, weather-resistant, and provide UV protection. The color is High-Gloss White. Do not paint the chains, nozzle threads, or operating nut.

After painting the barrel, while the paint is still wet sprinkle AASHTO M247 Type 1 glass beads onto the wet paint, which adhere and become a permanent, reflective part of the hydrant's surface.

Apply Colors to Bonnet and End Caps

The color codes follow NFPA 291 and indicate water flow capacity through the hydrant's bonnet (top) and nozzle caps. The colors are based upon flow rate so that responding fire companies can immediately recognize a suitable water source that will provide enough water for their needs

Color	Flow Capacity	Flow Information
Blue	1,500+ GPM	Very good flow
Green	1,000–1,499 GPM	Good flow
Orange	500–999 GPM	Marginal flow
Red	Less than 500 GPM	Poor flow

Use the following paints from Sherwin-Williams for the color:

Robotic Blue – SW4063

Safety Green – SW4085

Safety Orange – SW4083

Safety Red – SW4081

The bid submitted should be the price per fire hydrant.

AMENDMENT NO. 1 TO AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
INFRAMARK, LLC

THIS AMENDMENT NO. 1 to the Agreement for Operations, Maintenance and Management Services between the City of Fayetteville, Arkansas, Water Resource Recovery Facilities and its pertinent systems dated November 17, 2024 (the “Agreement”), is made effective on the 1st day of January 2026, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter “City of Fayetteville”) and Inframark, LLC.

NOW THEREFORE, the City and Inframark hereby amend the Agreement as follows:

1. Appendix A is hereby deleted in its entirety and replaced with the attached Appendix A.
2. Appendix B is hereby deleted in its entirety and replaced with the attached Appendix B.
3. Appendix C is hereby deleted in its entirety and replaced with the attached Appendix C
4. Appendix D is hereby deleted in its entirety and replaced with the attached Appendix D.
5. Appendix E is hereby deleted in its entirety and replaced with the attached Appendix E.
6. Appendix F is hereby deleted in its entirety and replaced with the attached Appendix F.
7. Appendix G is hereby deleted in its entirety and replaced with the attached Appendix G.
8. Appendix H is hereby deleted in its entirety and replaced with the attached Appendix H.
9. Appendix I is hereby deleted in its entirety and replaced with the attached Appendix I.

This Amendment No. 1, together with prior Amendments and the Agreement, constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

Officer have made and executed this Agreement as of the day and year first above written.

INFRAMARK, LLC

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Name: Neil S. Counts

Title: Vice President, South Region

Date: _____

By: _____

Name: Molly Rawn

Title: Mayor

Date: _____

ATTEST:

By: _____

Name: Kara Paxton

Title: City Clerk

Date: _____

Appendices to Operations, Maintenance, and
Management Services Agreement Between City of
Fayetteville, AR and
Inframark, LLC

Appendix A

LIST OF APPENDICES

Appendix A – List of Appendices

Appendix B – Definitions

Appendix C – Scope of Services

Appendix D – Compensation for Services

Appendix E – Location of Project

Appendix F – Environmental Permits and Project Characteristics

Appendix G – Industrial Waste Discharges and Monitoring

Appendix H – Vehicle and Mobile Equipment Description (Rolling Stock)

Appendix I – Base Fee Adjustment

Appendix B

DEFINITIONS

- B.1 "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BODs in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one half (0.5) part iron for each one hundred (100) parts BODs.
- B.2 "Base Fee" means all costs within the scope of the contract, on an annual basis, including direct costs, labor, utilities (other than electricity and natural gas), and other allocated costs.
- B.3 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of City of Fayetteville's NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- B.4 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than Ten Thousand Dollars (\$10,000); or (2) major repairs which significantly extend equipment or facility service life and cost more than Ten Thousand Dollars (\$10,000).
- B.5 "Change in Law" means the occurrence of any of the events listed in (i) through (iv) below, which results or can reasonably be expected to result in (a) the need to make a Capital Improvement at or to the Facilities in order for the Inframark to operate the Facilities in accordance with this Agreement and applicable law; or (b) an increase to the cost of managing, operating, or maintaining the Facilities in accordance with this Agreement and applicable law; or (c) a material and adverse effect on the scope of Inframark's liabilities or obligations under this Agreement: 1) There is passed or promulgated any federal, state, or other local law, statute, ordinance, rule or regulation different from those existing on the date this Agreement is executed by Inframark; or 2) There is passed or promulgated any amendment to, or change in any federal, state, or other local law, statute, ordinance, rule, or regulation (including any applicable sales tax regulation) following the date of this Agreement; or 3) Following the execution of this Agreement, there comes into existence an order or judgment of any federal, state, or local court, administrative agency or other governmental body containing interpretations of any applicable law relating to the operation or maintenance of the Facilities or the health and safety of Inframark's employees that is inconsistent with generally accepted interpretations in effect on the date this Agreement is executed; or 4) After the execution of this Agreement, any change occurs which affects the issuance or renewal, or causes a suspension, termination, interruption, revocation, denial, or failure of renewal of any official permit, license or necessary approval by the USEPA, the Occupational Safety and Health Administration, or any similar state agency.
- B.6 "Cost" means the total of all costs determined on an accrual basis in accordance with generally accepted accounting principles including but not limited to direct labor, insurance, labor overhead, chemicals, materials, supplies, utilities (if applicable, other than electricity and natural gas), equipment, maintenance, repair, and outside services
- B.7 "Cost Center" is defined as each columned category of the cost detail, presented in Appendix D, which describes the separate functions and locations to which costs may be charged for accounting, reporting or billing purposes.
- B.8 "Electrical Evaluation" will be limited to amperage draws, winding resistance measurements,

thermographic evaluations, and current and voltage imbalance

- B.9 "Emergency Situation" is hereby defined as an emergency affecting the safety of persons or property, or regulatory compliance where Inframark shall act to prevent threatened damage, injury or loss.
- B.10 "Firm Fixed Price" refers to the annual operations and maintenance fee, not including the Rebateable items designated in Appendix D.
- B.11 "Fixed Asset" means any tangible property that has a value of Five Thousand Dollars (\$5,000) or more and is depreciable. This excludes the repair/replacement parts that are components of a greater fixed asset.
- B.12 "Integrated Vegetation Management (IVM)" means employing environmentally-sound, cost-effective control methods within grounds, permitted spaces, and related rights-of-way within or immediately adjacent to WRRF's that support environmental stewardship through healthy ecosystems by providing measurable results - such as greater natural species densities or diversity. Adverse environmental and cultural impacts are achieved primarily through control of invasive species while also enhancing such ecosystem services that build climate resiliency and enhance community health. IVM strategies strive to manage vegetation and the environment by balancing the benefits of: cost, control, environmental quality, public health, and regulatory compliance.
- B.13 "Load Shedding" is defined as the deliberate shutdown of electric power being provided by the grid and generating on-site power for the treatment facilities and Lift Station No. 7, generally to reduce demand strains from the grid on the capacity of the system.
- B.14 "Maintenance" means the cost of those routine and/or repetitive activities required by the equipment or facility manufacturer during the warranty period or as recommended by Inframark after the warranty period has expired to maximize the service life of the equipment, vehicles, and facilities as listed in Appendix E.
- B.15 "Natural Capital" (or "Blue-green infrastructure") means a set of locally distinct, recognizable natural assets functioning together as living infrastructures to provide ecosystem service outputs including but not limited to habitat, water assimilation, erosion control, carbon dioxide absorption, soil health, streambank stability, visual amenity, biodiversity, recreation, temperature regulation and oxygen. BGI's are planned and strategically managed for a primary function, for example stormwater control, but also support many other environmental, economic and community [or social] benefits.
- B.16 "Operational Technology" (OT) encompasses information technology (IT) support, components and software in an industrial control system (ICS) environment. OT, as a practice, relates to the access and control of physical assets, which differs from IT because it relates to the access and control of data.
- B.17 "Out of Scope" services will include "Capital Expenditures" (definition B.4 of this Appendix), added or modified regulatory requirements (that are not contained in the applicable permits), changes to improve efficiency and/or generate income, or other services not described in the contract or expressly assumed by Inframark hereunder.
- B.18 "Project" means all equipment, vehicles, grounds and facilities described in Appendix E.

- B.19 “Rebateables” mean costs incurred by Inframark to respond to an Emergency Situation or any cost categories designated in Appendix D that are not included in the Firm Fixed Price and have estimated values included in the monthly invoice and are reconciled on a frequency included in Appendix D, but at a minimum of once per quarter.
- B.20 "Repairs" means the cost of those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof; cost less than ten thousand dollars (\$10,000); and are not included in definition B.4 of this Appendix.
- B.21 "Reliability Centered Maintenance" means a process used to determine what must be done to ensure the physical assets continue to do what its users want in its present operating context.

Appendix C

SCOPE OF SERVICES

- C.1 SCOPE OF SERVICES - Inframark
- C.1.1 Perform professional services in connection with the Project as hereinafter stated.
- C.1.2 Operate and maintain all facilities over a 24-hour per day, 7-day per week period, under full-service contract operations and maintenance. Operations may be performed with on-site staff and/or remote monitoring/on-call services for all or portions of this time.
- C.1.3 Within the design capacity and capability of the Project, manage, operate, and maintain the Project so that effluent discharged from the Project meets the requirements of all applicable City NPDES permits as specified in Appendix F. Maintain compliance with other existing environmental permits as described in Appendix F.
- C.1.4 Operate and maintain the present Industrial Pretreatment program including all monitoring, inspections, sampling, testing, reporting, and record keeping as described in Appendix G. Results of all industrial sampling and testing shall be made available to City of Fayetteville as requested.
- C.1.5 Provide all Maintenance for the Project. Document as required to continue existing maintenance program and to provide City of Fayetteville requested reporting, including but not limited to updated preventative maintenance schedules. City of Fayetteville shall have full access to preventative maintenance records.
- C.1.6 Pay all costs incurred within the scope of normal Project operations as defined in this Agreement.
- C.1.7 Staff the Project with at least the minimum number of licensed operators as required by the Arkansas Department of Environmental Quality (ADEQ).
- C.1.8 Prepare all NPDES permits and other pertinent regulatory reports, letters, or other correspondence, and submit these to of Fayetteville for signature and approval. Transmittal to appropriate agencies shall be done by City or Inframark following City authorization of each report, letter, and/or correspondence. The electronic reporting via NetDMR shall be performed by Inframark and then reviewed and submitted by the City. Any fines levied because of late reports as a result of Inframark failure to complete and allow sufficient time for City of Fayetteville's signature and transmittal shall be paid by Inframark. Submittal to the City of Fayetteville no later than 5 business days prior to the reporting period due date shall be considered timely.
- C.1.9 Provide for proper disposal of screening, scum, grit, and biosolids in compliance with permit and regulatory requirements. Should regulations and/or disposal/application options significantly change, projected costs will be revised by mutual agreement.
- C.1.10 Be responsible for all laboratory testing and sampling presently required by the NPDES permits, stormwater permits, "no discharge" permits, and other related requirements or permits.

- C.1.11 Maintain an inventory of vehicles and equipment (rolling stock), to be identified and referenced as Appendix H, being used for the Project and provide to the City upon request.
- C.1.12 Provide twenty-four (24) hour per day access to Project for City of Fayetteville's personnel. Visits may be made at any time by any of City of Fayetteville's employees so designated by City of Fayetteville's representative. Keys, key fobs, or other access equipment for Project shall be provided to City of Fayetteville by Inframark. All visitors to the Project, including City of Fayetteville employees, shall comply with Inframark's operating and safety procedures. If Inframark makes any upgrades or changes to such access equipment, Inframark shall be responsible for the cost thereof.
- C.1.13 Provide for the maintenance of existing City of Fayetteville rolling stock such as dump trucks, tractors, and trailers that are necessary for the operations and maintenance of the facilities.
- C.1.14 Provide training for Inframark personnel in areas of regulatory requirements, operation, maintenance, safety, supervisory skills, laboratory, cybersecurity and sustainable practices. Continue the current project safety program with updates as necessary. Cybersecurity training for all Inframark personnel shall occur at least quarterly.
- C.1.15 Provide and coordinate shared use of computerized maintenance, process control, and laboratory management systems to maintain documentation, accountability and transparency to allow City of Fayetteville to see if the equipment is being maintained appropriately.
- C.1.16 Comply with the requirements of City of Fayetteville regarding affirmative action provisions for minority hiring.
- C.1.17 Assist City of Fayetteville in preparation of annual operating budgets, by providing a full accounting of Rebateable items and any other pass-through costs and actual and estimated Base Fee amounts. City of Fayetteville shall be allowed to conduct or have conducted audits of all available accounting records related to the direct contract operations of this Agreement at times to be determined by City of Fayetteville.
- C.1.18 Manage and comply with all manufacturers' warranties on equipment purchased for the project and assist the City of Fayetteville in enforcing existing equipment warranties and guarantees. After the expiration of the warranty, Inframark shall perform maintenance at a level adequate for the efficient, long-term reliability of the equipment and facilities. Inframark will provide City of Fayetteville with full documentation that preventative maintenance is being performed on all City of Fayetteville equipment in accordance with Inframark's best practices and standards. Maintenance program shall include documentation of corrective and preventive maintenance and a spare parts inventory to be consistent with the "Reliability Centered Maintenance" model.
- C.1.19 Provide for Repairs as described in Appendix B.16. Inframark shall notify the City of Fayetteville of all Repairs between \$2,500.00 and \$4,999.00 before incurring such costs and performing such Repair when reasonably possible. Any individual Repair expenditure with a cost in excess of \$5,000.00 shall be subject to the City of Fayetteville's prior approval; if the City of Fayetteville does not approve such a Repair, Inframark will not be liable for any loss, damage or liability arising from or related to the City of Fayetteville's failure to approve such Repair, including any loss, damage, or liability for (a) failure of the Project, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification.

- C.1.20 Maintain the SCADA system located at the addresses listed in Appendix E. Upgrades, modifications, and/or additions to the SCADA system shall adhere to industry standards and best practices such as: NIST, NEC, ISA, IEC, IEEE.
- C.1.21 Inframark shall provide the following as related to the SCADA system:
 - C.1.21.1 Ongoing updates and upgrades of the software and hardware to ensure operational continuity in accordance with the definitions of maintenance and Capital Expenditures as agreed upon by the City of Fayetteville and Inframark.
 - C.1.21.2 Inframark shall be responsible for evaluating and applying hardware firmware and software security patches released from vendor within the next maintenance window in accordance with industry standard practices. Evaluation shall include, but not be limited to reviewing vendor release notes, installing and testing upgrades on lab equipment or a limited subset of active equipment. Hardware firmware and software patches, which do not adversely affect plant control, shall be applied at the next maintenance window. Hardware firmware and software security patches, which adversely affect plant control, shall be applied in Inframark's sole discretion; however, Inframark shall provide the City of Fayetteville prior notice of such patches when reasonably possible. Critical security patches for firewalls and edge devices shall be applied within thirty days of release from vendor.
 - C.1.21.3 Inframark is responsible for maintaining the SCADA environments including but not limited to: (1) SCADA Wireless and Telemetry equipment, (2) Programmable Logical Controllers and Remote Terminal Units (PLCs/RTUs) and (3) all communications media between sites and ISP connectivity, (4) SCADA software, (5) SCADA servers, and (6) SCADA network equipment. Inframark shall be responsible for ensuring the SCADA wireless equipment does not conflict with or interfere with other wireless networks.
 - C.1.21.4 SCADA components shall be protected by UPS uninterrupted power supply to prevent loss of connectivity during brief power loss.
 - C.1.21.5 SCADA diagrams shall be kept current and any as-built drawings shall be incorporated into a change management document and network diagram. Updates regarding SCADA diagrams shall be provided to the City of Fayetteville as requested. SCADA updates shall include but not be limited to: issues, equipment replacements, improvements, etc.
 - C.1.21.6 SCADA equipment shall be installed in environmentally appropriate cabinets and properly secured.
 - C.1.21.7 SCADA modifications shall follow the SCADA network design plan as approved and modified by Inframark and the City of Fayetteville.
- C.1.22 Inframark shall operate and maintain the operational technology (OT) components of the industrial control system (ICS) in its current state.
 - C.1.22.1 OT encompasses the following components of the ICS:
 - C.1.22.1.1 Networks switches, routers, firewalls, media converters, communications equipment
 - C.1.22.1.2 Computers - Physical servers, virtual servers, windows server operating systems, workstations, and thin clients

- C.1.22.1.3 Backups, antivirus, network time servers, disaster recovery, network monitoring, remote access, and cybersecurity.
- C.1.22.2 Inframark shall operate and maintain the OT environment based on accepted industry standards, guidelines, and best practices. Age of the ICS and component limitations may inhibit Inframark's ability to apply all guidelines and best practices to the system. Inframark shall put forth best effort to adhere to guidelines given the limitations of the existing system.
- C.1.22.3 The following ICS networking standards, guidelines and industry best practices shall be used as a basis for operation and maintenance of the OT environment: NIST Framework for Improving Critical Infrastructure Cybersecurity and NIST SP-800-83 "Guide to Industrial Control Systems Security", at a minimum, Revision 2.
- C.1.22.4 There shall be a clear delineation (physically and logically) between the ICS and all other networks. Inframark shall be responsible for the operation and maintenance of the OT components that exist within the ICS and in the de- militarized zone between the ICS and other networks. Inframark operations and maintenance of the OT environment shall be limited to:
 - C.1.22.4.1 ICS/OT Networks - Physical components and logical configurations
 - C.1.22.4.2 ICS/OT Server Infrastructure - Physical servers and virtual servers
 - C.1.22.4.3 ICS/OT Software - Active Directory, anti-virus, backups, remote access solutions, management solutions, HMI, PLC programming software, configuration management and domain registrations.
- C.1.22.5 Any expansion of operational technology (OT) components of the industrial control system (ICS) system performed by Inframark shall be compensated with a formal contract amendment agreed to by both parties in advance of such expansion
- C.1.22.6 Inframark shall develop a change management program to help control the lifecycle of strategic, tactical, and operations changes to the OT environment. The goal of change management is to control risk and minimize disruption to associated OT services. The plan will manage baseline hardware, software, and firmware, and any changes to the ICS system. The plan shall include the City of Fayetteville's IT personnel in the change control process for informational purposes.
- C.1.23 Inframark and the City of Fayetteville shall partner to ensure ICS/OT cybersecurity is maintained for their respectively owned infrastructure.
- C.1.24 Annual review between Inframark and City of Fayetteville shall be conducted to review past 12-18 months of progress, issues, replaced equipment, and projected improvements expected over the next calendar year and to be included in the annual budget. Project listing should contain location, description of CIP item, progress and estimated costs. Listing provided shall be established and presented by priority and should include sourcing method determined after City discussion (City bid, cooperative purchase, etc.).
- C.1.25 Verify the capacity and efficiency of each sewer lift station once per calendar year and provide results to the City within thirty (30) calendar days of verification.
- C.1.26 Provide recommendations for Capital Improvements Program (CIP) with a schedule for improvements and expenditures as requested by the City of Fayetteville. On an annual basis, a five (5) year schedule will be presented for all capital improvements and ten (10)

year projections will be made for major improvements. These recommendations will be based on asset/process criticality, the model of risk = likelihood x consequence of failure and requirements determined from facility operations. and review of the City of Fayetteville's Wastewater Facility Plan. However, these recommendations do not include detailed engineering studies. In addition, Inframark will prepare the required forms and documentation required during budget and capital improvements budget preparation time each year. Except for the improvements requiring an engineering study, the following will be included for each project:

- Improvement needed
- Justification of improvements
- Estimated cost of improvements
- Any projected increase or decrease in O&M costs created by the CIP, if applicable
- Proposed expenditure schedule
- Proposed capital recovery schedule, if applicable
- Sustainable upgrades to equipment should be disclosed upon providing recommendations for replacement along with the expected cost for upgrading to a more sustainable piece of equipment.

C.1.27 Any services requested by the City of Fayetteville which are not part of the Scope of Services shall be executed by formal written agreement with fees and cost subject to negotiation.

C.1.28 At the direction of the City of Fayetteville, Inframark is authorized to act in emergency situations outside this Scope of Services, at Inframark's discretion. Outside services, services by Inframark personnel not assigned to this project, or excessive overtime hours incurred by assigned personnel which exceed the regulatory labor laws related to emergency services are not included in the compensation set forth in this Agreement. Inframark will notify City of Fayetteville as soon as reasonably possible and any Inframark's costs for the emergency work shall be considered Rebateable items.

C.1.29 Provide City of Fayetteville with oral and written reports as requested.

C.1.30 Operate and maintain all existing wastewater lift station facilities including buildings, grounds, backup power generators and certain other appurtenances within the site fenced area. However, maintenance of inlet and outlet pipe works shall terminate at the wall of lift station.

C.1.31 Conduct annual electrical evaluations of electrical units of 25 horsepower or more which operate at supply voltages of 480V or less to ground.

C.1.32 Inframark will comply with present federal, state, and local laws in performing their obligations under the terms of this Agreement. Inframark and City of Fayetteville will work cooperatively regarding the application and impact of Changes in Law, including the potential cost impact on the scope of work, and mutually revise this Agreement as applicable. The parties acknowledge that a Change in Law may affect compliance with Inframark's obligations hereunder or impose more stringent requirements relating to equipment or processes than those established at the time of executing this Agreement. In the event that a Change in Law occurs, Inframark shall not be responsible for compliance therewith or for any fines, penalties, or other damage of whatever kind unless

specifically agreed to in writing.

- C.1.33 Coordinate and schedule the use of training rooms at both wastewater treatment facilities.
- C.1.34 Conduct community outreach and education activities including cooperative efforts with the University of Arkansas as appropriate.
- C.1.35 Maintain the industrial surcharge program and provide for monitoring and control of septage deliveries, as provided for in the City of Fayetteville's Code of Ordinances, Discharge and Pretreatment Regulations.
- C.1.36 Operate and maintain the ongoing nutrient removal efforts at the City of Fayetteville's Biosolids Management Site, including managing, harvesting, and marketing the hay produced on the site. Biosolids Management Site maintenance shall also include compliance with the current "no discharge" permit. Operate and maintain the biosolids drying operation. Coordinate the marketing and/or disposal of the dried biosolids produced from the drying operations as directed by the City of Fayetteville
- C.1.37 Perform weekly, monthly, and semi-annual inspections for the City of Fayetteville's generators within the Project; Inframark shall perform any Repairs for such generators unless such Repairs required specialized skills or equipment or specialized licensing or certification; if such a Repair requires specialized skills or equipment or specialized licensing or certification, Inframark shall notify the City of Fayetteville as soon as reasonably possible and the City of Fayetteville shall be responsible for performing such Repairs. Inframark shall also perform recommended servicing for the City of Fayetteville's generators within the Project, whether it is calendar based or run time based, which includes but not limited to, changing of oil, oil filters, air filters, fuel filters, spark plugs, belts, hoses and batteries. Inframark shall also perform weekly, monthly, and semi-annual specialty inspections for the City of Fayetteville's five (5) generators located at LS 44, LS 07, LS 12, Noland and West Side plants; Inframark shall notify the City of Fayetteville as soon as reasonably possible of any repairs or other services necessary for such generators and the City of Fayetteville shall be responsible for performing such repairs and services.
- C.1.38 Coordinate with Power Secure to maximize load shedding opportunities to reduce electrical costs for the City.
- C.1.39 Coordinate the application of alum sludge from Beaver Water District.
- C.1.40 Check the condition of and replace the odor canisters (as listed in Appendix E) that are part of the air release valves in the collection system, as needed. The mechanical condition of these valves will be maintained by the Fayetteville Water and Sewer Operations Division.
- C.1.41 Provide IVM services for the City's blue-green infrastructures and related natural asset spaces as approved and directed by the City to ensure the site continues to meet ecological performance standards. These services include execution of seasonal, site-specific strategies that include recommended herbicide applications, site maintenance & monitoring, monthly reporting, prescribed burn site preparations, land management best management practices (BMP) to adjacent City's blue-green infrastructures and related natural asset spaces associated with the WRRF' s. Certain excluded services related to the Woolsey Wet Prairie include permit compliance over-sight, permit reporting and prescribed burn scheduling and execution.

- C.1.42 Provide additional IVM, site monitoring and property maintenance activities as approved and directed by the City for environmentally sensitive sites associated with the WRRFs and the White River streambank restoration sites.
- C.1.43 Provide incidental small-scale support as approved and directed by the City of Fayetteville to various not-for-profit groups on issues important to the City of Fayetteville.
- C.1.44 Explore, innovate, and develop solutions to support sustainability by reviewing the impact of climate changes, resource re-use and recycling, water resource management; energy source management and environmental protection and enhancement aligned with City of Fayetteville and Inframark corporate sustainability goals.
- C.1.45 All applicable taxes for property and equipment owned by Inframark shall be borne by Inframark.
- C.1.46 Provide all licenses for vehicles owned by Inframark and used in connection with the Project.
- C.1.47 Inframark shall facilitate an annual contract fee discussion with the City of Fayetteville to collaborate changes in costs for the next contract renewal.
- C.1.48 Inframark shall provide a monthly listing of all items or equipment purchased to enable the City of Fayetteville to evaluate its applicability as a fixed asset to be recorded on the City's books.
- C.1.49 Inframark shall provide annual sample collection, analytical services, and sampling result reporting for the City's NPDES General Industrial Stormwater Permit No. ARR000210.

C.2 SCOPE OF SERVICES-CITY OF FAYETTEVILLE

- C.2.1 Provide for all approved Capital Expenditures, as defined in Appendix B; if the City of Fayetteville does not approve and make a Capital Expenditures recommended by Inframark, Inframark will not be liable for any loss, damage or liability arising from or related to such rejection of or refusal to implement the recommended Capital Expenditure, including any loss, damage, or liability for (a) failure of the Project, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification hereunder.
- C.2.2 Maintain all existing and necessary Project warranties, guarantees, easements, permits, and licenses that have been granted to City of Fayetteville.
- C.2.3 Pay all applicable taxes or franchise fees associated with the Project.
- C.2.4 May provide Inframark, within a reasonable time after request, any piece of City of Fayetteville's heavy equipment, subject to availability and department director approval, so that Inframark may fulfill its obligations under this Agreement in the most cost-effective manner.
- C.2.5 Provide all licenses for vehicles owned by the City of Fayetteville and used in connection with the Project.

- C.2.6 Provide for Inframark's use all vehicles and equipment presently in use at the Project, including the vehicles described in Appendix H.
- C.2.7 Pay for all Project related utilities and electricity, natural gas, and water for all facilities.
- C.2.8 Pay for all gasoline, diesel, and propane for backup power generators and all rolling stock provided by City of Fayetteville.
- C.2.9 Pay for all regulatory fees.
- C.2.10 Responsible for all billing and collection activities related to the industrial pretreatment program (**IPP**) charges, septic hauler fee, hay sales, water treatment residual fees, and fertilizer sales.
- C.2.11 Be responsible for all duties and discharge all responsibilities and obligations not expressly assumed by Inframark.

Appendix D

COMPENSATION FOR SERVICES

- D.1 Inframark estimates the Base Fee for services, on an annual basis, under this Agreement for 2026 shall be **\$8,450,000.00 (Eight million four hundred and fifty thousand dollars)**. Details of the Base Fee are listed in D.3. Thereafter, the Base Fee shall be negotiated each year. Should City of Fayetteville and Inframark fail to agree, the Base Fee will be determined by the application of the Base Fee adjustment formula shown in Appendix I. Upon each contract year renegotiation, Inframark shall continue to invoice City of Fayetteville at the previous amount until the new contract year price is established. Upon written notice, agreement between the parties as to the new contract year Base Fee, Inframark shall issue an invoice retroactively adjusting the previous Base Fee amount. Inframark will communicate to the City of Fayetteville of any funding issues by documentation in monthly reports. Inframark will provide prompt notice to the City of Fayetteville of any potential budget impact. Inframark shall provide any proposed amendments by September 15 of each year.
- D.2 Inframark will invoice and reconcile budgets in accordance with the following schedules:
- D.2.1 Inframark will invoice a month in advance for the Base Fee in 12 monthly equal installments payable at the start of the month in which services are rendered.
- D.2.2 Rebateable costs will be reconciled quarterly and the City of Fayetteville will either be invoiced when the annual Rebateable limit is reached or refunded the difference at the end of each calendar year.
- D.2.3 Inframark will invoice all Out of Scope items in accordance with the approved schedule, scope and budget agreed upon by Inframark and City of Fayetteville. Out of Scope services shall be approved separately by the parties in a separate agreement.
- D.3 The Base Fee will consist of a Firm Fixed Price of \$6,450,000.00 plus Rebateable costs agreed upon by Inframark and City of Fayetteville.
- D.3.1 The annual Rebateable limit for Chemicals is set at \$450,000.00.
- D.3.2 The annual Rebateable limit for Repairs and Maintenance is set at \$1,550,000.00.

Appendix E

LOCATION OF PROJECT

E.1 Inframark agrees to provide the services necessary for the management, operation and maintenance of the following:

E.1.1 All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville's Noland Water Resource Recovery Facility located at:

1400 North Fox Hunter
Road Fayetteville,
Arkansas 72701

E.1.2 All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville's West Side Water Resource Recovery Facility located at:

15 South Broyles
Avenue Fayetteville,
Arkansas 72704

E.1.3 All equipment, grounds, and facilities now existing within the present fenced boundaries of wastewater lift stations described as follows:

SCADA NODE	LOCATION	Generator	Site Maintenan ce Only
WW1	978 E Zion Rd (Lowe's - Zion PS)	YES	
WW2	3500 E Mission Blvd (Timbercrest PS)	YES	
WW4	691 W Poplar St (Poplar PS - ABANDONED)		YES
WW5	3896 N Gregg Ave (Gregg Ave PS)	YES	
WW6	3021 N Old Wire Rd (Old Wire PS)	NO	
WW7	2065 N Sunshine Rd (Hamestring PS)	YES	
WW8	729 W North Street (North Street PS -ABANDONED)		YES
WW9	1236 N Porter Rd (Porter Rd PS-ABANDONED)		YES
WW12	571 N Double Springs Road (Farmington West PS)	YES	
WW13	878 S Dead Horse Mountain Rd (Stonebridge PS)	YES	
WW14	1820 S Armstrong Ave (Industrial Park PS)	YES	
WW16	518 W Ernest Lancaster Dr (Airport North PS)	YES	
WW18	210 N Sandy (Greenland PS)	YES	
WW19	5716 E Norman Murphy Rd (Mally Wagnon PS)	YES	
WW22	630 N Double Springs Rd (Owl Creek PS)	YES	
WW24	265 W Ernest Lancaster Dr (Airport East PS)	YES	
WW25	551 W Aster Ave (Willow West PS - Farmington)	YES	
WW27	1031 River Meadows Dr (Stonebridge Meadow Phase I PS)	YES	

SCADA NODE	LOCATION	Generator	Site Maintenan ce Only
WW28	1603 Plantation Ave (Heritage Village PS)	YES	
WW29	390 N Cato Springs Rd (Bohannon PS - Greenland)	YES	
WW32	478 N Durango Place (Silverthorne PS)	YES	
WW33	4644 N Crossover Rd (Stonewood PS - Copper Creek)	YES	
WW34	4572 S School Ave (Airport South PS)	YES	
WW35	3083 W MLK Blvd (Lowe's - 6th St PS)	YES	
WW36	1642 N Willowbrook Dr (Skvler Place PS)	YES	
WW37	3848 W Edgewater Dr (Clabber Creek PS - ABANDONED)		YES
WW38	3710 E Zion Rd (Copper Creek Phase II PS)	YES	
WW39	2392 N Kenswick Ave (Crofton Manner PS)	YES	
WW40	1811 S Cherry Hills Dr (Stone Bridge Meadow Phase II PS)	YES	
WW41	1608 S Springlake Dr (Crescent Lake PS)	YES	
WW44	6061 Dot Tipton Rd (Legacy Pointe Phase 4 PS)	YES	
WW45	4451 N Waterside Ct (Timberlake Office Park PS)	YES	
WW46	3788 E Spyglass Hill Dr (Stonebridge Meadows Phase V PS)	YES	
WW47	3601 E Albright Rd (Embry Acres PS)	YES	
WW48	2435 S Dead Horse Mountain Rd (McDonald PS)	YES	
WW49	3393 E Goff Farm Rd (Meadows PS)	YES	
WW52	485 N Broyles Ave (Broyles Ave PS)	YES	
WW53	1396 Zion Rd (Office Park PS)	YES	
WW55	461 N. Tacoma St. (Farmington Heights)	YES	
WW56	6111 South Hwy 71 (West Fork PS)	YES	
WW57	270 S Broyles Ave (Broyles South PS)	YES	
WW58	1618 N Dawes St (Woodridge PS)	YES	
WW59	279 Idaho Ave. (Wagon Wheel PS)	YES	
WW60	4980 N. Stonewood Ct. (Cadence Ridge PS)	YES	

E.1.4 All equipment, grounds, and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville's Biosolids Management Site located east of the Noland Water Resource Recovery Facility across the White River.

E.1.5 All equipment, grounds, and facilities associated with or being used to complete routine operation and maintenance activities for the City of Fayetteville's Mitigated Wetlands Site now existing within the present property boundaries located north of the West Side Water Resource Recovery Facility and other mitigation / environmentally protected areas as mutually agreed to by both parties.

E.1.6 The potable water SCADA system, including cellular, fiber communications, and other services related to the operation of the system, at the following locations:

SCADA NODE	LOCATION	DESCRIPTION
W1	215 W 24th St (South Mountain)	Pump Station
W2	844 N Crossover Rd (Hyland Park)	Pump Station
W4	1016 E Ash St	Pump Station
W5	707 E Rogers Dr	Pump Station and 2 Ground Storage Tanks
W6	456 E Baxter Ln	Ground Storage Tank (2 each)
W8	133 N Sang Ave	Pump Station and Elevated Storage Tank
W9	1170 E South Skyline Dr	Elevated Storage Tank (Mt. Sequoyah)
W10	1044 E Township Rd	Elevated Storage Tank
W11	3280 W Judge Cummins Rd	Ground Storage Tank (2 ea) (Kessler Mountain)
W12	7001 E Mission (Highway 45 Valve)	Pressure-Reducing Valve Station)
W13	1589 Fire Tower Road (Goshen)	Pump Station and Ground Storage Tank
W14	17301 Lake Sequoyah Rd (Round Mtn)	Pump Station
W15	14360 Round Mt Comm Church Rd	Stand Pipe County Rd #55 (Round Mountain)
W16	22032 Fire Tower Rd County Rd 4343	Stand Pipe (Benson Mountain)
W17	3265 N Gulley Rd	Elevated Storage Tank (2 each)
W18	3788 N Gulley Rd	Pump Station
W19	3370 S Coach Rd	Pump Station
W20	2098 Woodcliff Rd (Springdale)	Surge Tank
W21	2210 N Old Wire Rd	Valve
W22	2800 N Old Missouri Rd	Flow Meter
W23	3385 N Par Ct	Valve
W24	3023 E Joyce Blvd	Valve
W25	2567 E Robinson (Springdale)	Pressure Sustaining Valves
W27	17385 Blue Springs Rd (Goshen)	Pump Station
W28	17970 Lake Sequoyah Rd	Pump Station
W29	Beaver Water District	SCADA Interface
W30	1195 N. Canterbury Rd (Canterbury Tank)	Elevated Storage Tank
W31	2903 E. Flagstone Cir (Stone Mountain)	Pump Station
W32	Blue Springs Road	Valve & Flowmeter
W33	Casey Lane	Pump Station
W34	2223 S. Mally Wagnon Rd. (South Mally Wagnon PS)	Valve & Flowmeter
	3302 W Dinsmore Trail	Millsap Tower
MTROB	12141 Ed Edwards Rd	Mt. Robinson Tower Site

E.1.7 Provision and maintenance of Remote Terminal Units (RTU) at the following sites located in the City of Elkins, Arkansas:

SCADA NODE	LOCATION	DESCRIPTION
EW1	7500 E. Huntsville Road	Wastewater Lift Station
EW1	1800 S. Van Hoose Drive	Ground Storage Potable Water Tank

E.1.8 Maintenance of the odor control system in the collection system associated with the following lift stations:

LOCATION	# OF CANISTERS
LS #6 - 3021 N Old Wire Rd (Old Wire)	5
LS #7 - 2065 N Sunshine Rd (Hamestring)	7
LS #12 - 571 N Double Springs Road (Farmington West)	8
LS #22 - 630 N Double Springs Rd (Owl Creek)	3
LS #52 - 485 N Broyles Ave (Broyles Ave)	2
LS#19 - 5716 E Norman Murphy Rd (Mally Wagnon)	2

Appendix F

ENVIRONMENTAL PERMITS AND PROJECT CHARACTERISTICS

F.1 Inframark will operate Project so that effluent will meet the requirement of NPDES permit No.AR0020010 and AR0050288. Inframark shall be responsible for meeting the effluent quality requirements of City of Fayetteville's NPDES current permits unless one or more of the following occurs:

- The Project influent does not contain Adequate Nutrients to support operation of Project biological processes;
- The Project influent contains Biologically Toxic Substances which cannot be removed by the existing process and facilities; or
- There is an any unforeseen occurrence beyond Inframark’s reasonable control that prevents Inframark from meeting said effluent quality requirements.

The influent flow, influent BODs, and/or suspended solids exceeds the Project design parameters which are:

	Noland WRRF		West Side WRRF	
	Annual Average	Maximum Monthly Average	Annual Average	Maximum Monthly Average
Flow (MGD)	12.6	18.8	10.0	17.8
BOD (lbs/d)	29,666	44,264	14,595	18,853
TSS (lbs/d)	23,198	34,613	14,595	18,853

F.2 In the event any one of the Project influent characteristics, suspended solids, BODs, or flow, exceeds the parameters listed above, Inframark shall make every reasonable effort to return to compliance as soon as possible, including the use of available equalization storage to prevent non-compliant discharge. Inframark shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

Characteristics Exceeding Listed Parameters By	Recovery Period Maximum
10% or Less	5 days
> 10% but < 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, or there is an any unforeseen occurrence beyond Inframark’s reasonable control that prevents Inframark from meeting said effluent quality requirements, then Inframark will have a thirty (30) day recovery period after the

influent is free from said substances or contains Adequate Nutrients.

F.3 Inframark shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances (that exceed process inhibiting levels or creates concentrations exceeding application or discharge limitations), and the subsequent recovery period.

F.4 The estimate Costs for services under this Agreement are based upon the following Project influent characteristics:

Annual Average	Noland WRRF	West Side WRRF
Flow (MGD)	5.4	8.8
CBOD (lbs.Id)	13,461	11,194
TSS (lbs.Id)	8,643	13,387

The above influent characteristics are the actual twelve (12) months average June through May prior to the date services are first provided under this Agreement. Any change of 10 percent (10%) or more in any of these characteristics, based upon a twelve (12) month average, may constitute a change in scope.

F.5 The current applicable environmental permits are as follows:

Permit	AFINNo.	Permit No.	Expiration Date
NPDES- Noland (renewal pending- application submitted June 2022)	72-00781	AR0020010	12131/2022
NPDES - West Side (renewal pending - at request of ADEQ the application was resubmitted in August 2022)	72-01033	AR0050288	11/3012010
No Discharge Permit - Biosolids Management Site	72-00829	4748-WR-4	12131/2025
Air - Hamestring	72-01873	2179-A	NIA
Air - West Side	72-01033	2178-A	NIA
Air Noland	72-00781	2327-A-REG315	Registration Only
Stormwater No Exposure Certification (NEC) - Noland	72-00781	ARR00C377	613012024
Stormwater No Exposure Certification (NEC) - West Side	72-01033	ARR000390	613012024

Appendix G

INDUSTRIAL WASTE DISCHARGES AND MONITORING PROGRAM

- G.1 Inframark shall: Administer the Industrial Pretreatment Program in accordance with 40 CFR 403. Administration shall include:
 - G.1.1 Maintain the industrial waste sampling and analysis program for pretreatment and surcharge, as described in G.3. This shall include an annual evaluation of the program and notification to the City of Fayetteville of changes in Federal and State pretreatment standards that may affect the Program.
 - G.1.2 Conduct a survey of the industrial user base one time every three (3) years to identify new, or significant, industrial users in Fayetteville and in cities with which Fayetteville has inter- jurisdictional agreements for waste treatment. Update, as required the list of current Significant Industrial Users (SIU's) according to the definition of SIU in 40 CFR 403 or the definition in the approved pretreatment program, whichever is more stringent.
 - G.1.3 Monitor the compliance status of the current Significant Industrial Users (SIU's) through sampling, analysis, inspection, and record reviews. Each SIU shall be sampled and inspected at the frequency established in 40 CFR 403 or the City of Fayetteville's approved implementation manual, whichever is more stringent. Recommend appropriate enforcement action to City of Fayetteville.
 - G.1.4 Maintain the laboratory analysis program for each SIU. Results of all industrial sampling and testing shall be reported to the City of Fayetteville as required, in a timely manner
 - G.1.5 Implement the approved industrial permitting system. Prepare SIU permits for issuance or renewal within 90 days of the expiration date or within 180 days after the industry has been determined to be a SIU.
 - G.1.6 Receive, review and act upon reports and notification from industrial users.
 - G.1.7 Notify the City of Fayetteville as soon as is practical but no later than three (3) business days, verbally and followed by written confirmation, whenever an industry is suspected of violating, or has violated the City of Fayetteville's industrial waste and/or sewer ordinances. Prepare notice of violations and other enforcement documentation for City of Fayetteville signature in accordance with the Enforcement Response Plan in the State approved Industrial Pretreatment Program.
 - G.1.8 Track, determine, and publish industrial users in significant noncompliance.
 - G.1.9 Draft new, revised, and renewal industrial waste discharge permits for the SIU's for City of Fayetteville signature.
 - G.1.10 Assist City of Fayetteville with review and revision of the sewer use ordinances, the pretreatment program, and inter-jurisdictional agreements. Local limits evaluation, if requested, may be provided as an out of scope service. The costs of such evaluation will be determined and negotiated at the time of the request. Advise the City of Fayetteville of changes in federal and

State Pretreatment Standards and regulations and how the changes affect the local program. Request approval from the City of Fayetteville and the Approval Authority prior to implementing significant changes to the approved Program in accordance with 40 CFR 401.19 (C). Prepare for the City of Fayetteville's signature the Industrial Pretreatment annual report for submittal.

G.1.11 Maintain all industrial monitoring records for at least five (5) years.

G.1.12 Maintain open communication with the SIU's.

G.2 Significant costs due to new or changed Federal, State or local regulations shall cause a discussion of change in contract scope.

G.3 Industrial Waste Dischargers and Monitoring Program in City of Fayetteville, AR:

Industry	Parameters Analyzed
ConAgra Foods Packaged Foods, LLC (Conagra) 1100 W, 15 th Street Fayetteville, AR 72701	Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease, arsenic, cadmium, chromium, copper, cyanide, mercury, lead, nickel, silver and zinc.
Custom Powder Coating Services, Inc. 1629 W. Farmington St. Fayetteville, AR 72701	Cadmium, chromium, copper, lead, nickel, silver, zinc, cyanide, arsenic, mercury and total toxic organics per 40 CFR433.11 (e).
Elkhart Products Corporation 3265 Highway 71 South Fayetteville, AR 72701	Chromium, copper, lead, nickel, zinc, arsenic, cadmium, cyanide, mercury, silver, oil & grease and total toxic organics per 40 CFR 468.02 (r).
Hiland Dairy Company 301 E. 15 th Street Fayetteville, AR 72701	Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease, arsenic, cadmium, chromium, copper, cyanide, mercury, lead, nickel, silver and zinc.
Marshalltown Company 2200 Industrial Drive Fayetteville, AR 72701	Cadmium, chromium, copper, lead, nickel, silver, zinc, arsenic, mercury, cyanide and total toxic organics per 40 CFR433.11 (e).
Tyson Mexican Original, Inc. 2615 S. School Fayetteville, AR 72701	Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease, arsenic, cadmium, chromium, copper, cyanide, mercury, lead, nickel, silver and zinc.
Ecotech Consumer Products 1901 East Boric Drive Fayetteville, AR 72701	TSS, arsenic, cadmium, chromium, copper, lead, nickel, silver, zinc, cyanide, mercury.

Appendix H

VEHICLE AND MOBILE EQUIPMENT DESCRIPTION (ROLLING STOCK)

Unit#	Unit Description	Location	Year
325U2	Ford F350 Super Duty, Reg. Cab	Biosolids Management Site	2000
376	Ford F550 Super Duty/Crane, Crew Cab	Paul R. Noland	2012
382	Ford F550 Super Duty/Crane, Crew Cab	West Side	2015
387	Ford F-350, Flatbed	Paul R Noland	2016
388	Ford F-350, Flatbed	Biosolids Management Site	2016
696	Caterpillar 420E Backhoe	Paul R Noland	2012
751U	Sterling LT9500 Semi Tractor	Biosolids Management Site	2006
766	Kenworth T800 Semi Tractor	Biosolids Management Site	2011
768	Kenworth T470 (Spreader)	Biosolids Management Site	2012
770	Kenworth T800 Semi Tractor	Biosolids Management Site	2013
771	Kenworth T800 Semi Tractor	Biosolids Management Site	2013
786	Kenworth T800 Semi Tractor	Biosolids Management Site	2018
818	Caterpillar P5000LP Forklift	West Side	2008
910	Trailer	Paul R Noland	1987
927	Parker 24' Gooseneck Trailer	Biosolids Management Site	1991
966	P.J. Trailer, 18FT	Biosolids Management Site	1996
969	LO-Boy 25T-36FT Trailer	Biosolids Management Site	1996
1274	Chevrolet Equinox	West Side	2014
2156	Chevy Colorado, 4X4	Paul R Noland	2012
5002	John Deere 6615 4X4 Tractor	Biosolids Management Site	2007
5012	Ford/NH 4X4 T6030 Loader Tractor	Biosolids Management Site	2009
5022	Case Maxxum 125 4X4 Loader Tractor	Biosolids Management Site	2011
5024	R&R 35' Manure/Litter Conveyor	Biosolids Management Site	2011
5025	R&R 35' Manure/Litter Conveyor	Biosolids Management Site	2011
5057	Ford/NH Workmaster 55 4X4 Tractor	Biosolids Management Site	2015
5058	Ford/NH T6.155 4X4 Loader Tractor	Biosolids Management Site	2015
5059	John Deere 615D 4X4 Loader Tractor	Biosolids Management Site	2015
5070	Meyer Spreader	Biosolids Management Site	2016
5086	NH Protedd 3417	Biosolids Management Site	2018
5087	Wylie LCS Trailer Sprayer	Biosolids Management Site	2018
5095	New Holland Speed Rower (swather)	Biosolids Management Site	2019
5096	John Deer 630 MOCO	Biosolids Management Site	2019
5105	Bulk Material Handling 35' litter conveyor	Biosolids Management Site	2020
6037	Bobcat 5770 Skid steer	Biosolids Management Site	2020
911IU	Clement Star-Lite Trailer (Replaced)	Biosolids Management Site	2009
9124	Thompson 6" Diesel Power Pump/Trailer	Paul R Noland	2009
9142	Aulick 42' Belted Trailer	Biosolids Management Site	2011
9165	Clement Star-lite Trailer (Replaced)	Biosolids Management Site	2013

9166	Clement Star-lite Trailer	Biosolids Management Site	2013
9193	Clement Starlite End Dump Trailer	Biosolids Management Site	2015
9223	Godwin 6" Portable Pump	Biosolids Management Site	2016
9227	Clement Starlite End Dump Trailer	Biosolids Management Site	2016
9239	Genie S-45 Man Lift	Biosolids Management Site	2017
9241	Clement Starlite End Dump Trailer	Biosolids Management Site	2017
9250	Unicarriers 50 Forklift	Paul R Noland	2017
	Parkson Electronic Mole - Billy/Trick	Biosolids Management Site	2011
	Parkson Electronic Mole - Cricket	Biosolids Management Site	2011
	Parkson Electronic Mole - Goofy	Biosolids Management Site	2011
	Parkson Electronic Mole - Jurgens	Biosolids Management Site	2011
	Parkson Electronic Mole - Tiny Tim	Biosolids Management Site	2011
	Parkson Electronic Mole - Loenneke	Biosolids Management Site	2011
	Parkson Electronic Mole – Billy	Biosolids Management Site	2011
	Portable Generator for Lift stations	Paul R Noland	2005
9280	Clement Star-Lite End Dump Trailer	Biosolids Management Site	2021
9283	Clement Star-Lite End Dump Trailer	Biosolids Management Site	2021
5124	New Holland Rake	Biosolids Management Site	2022
9308	Anderson RBM 2000	Biosolids Management Site	2022
144U	Chevy Silverado	Paul R Noland	2011
373U	Ford F550	Paul R Noland	2021

Appendix I

BASE FEE

I.1 The Base Fee adjustment formula is as follows:

$$ABF = BF \times AF$$

Where:

ABF	Adjusted Base Fee
BF	Base Fee specified in Appendix D
AF	Adjustment Factor as determined by the formula:

$$AF = 1 + CPI$$

CPI	The twelve-month percent change (from July of the prior year to July of the current year) in the Consumer Price Index as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR0000SEHG01.
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