



CITY OF
FAYETTEVILLE
ARKANSAS

*113 W. Mountain Street
Fayetteville, AR 72701*

Water, Sewer, and Solid Waste Committee Agenda

**(Immediately Following City Council Agenda Session)
City Hall Meeting Room 101 / Virtual Meeting Via Zoom
Tuesday, September 8, 2026
5:30 PM**

Members

***Chair Council Member Teresa Turk
Council Member Dr. D'Andre Jones
Council Member Mike Wiederkehr
Council Member Scott Berna***

City Staff

Utilities Director Tim Nyander

Zoom Information

Webinar ID: 818 7281 2456

Registration Link: https://fayetteville-ar.zoom.us/webinar/register/WN_yh9ukXbtQuCinIVlrFgF5Q

A. Call to Order

B. Updates

C. Reports and Presentations

C.1. Overview of August's Water & Sewer Operations

Tim Nyander – Utilities Director

C.2. Overview of August's WRRF Monthly Operations

Scott Murphy – WRRF Project Manager, Inframark

D. New Business

D.3. Goshen Water Ground Tank Rehabilitation - Bid Award

This project will remove and replace the exterior and interior coatings on the 300,000-gallon Goshen Water Tank. While the coatings are removed, upgrades to safety climbing systems will be made to align with modern standards. At the same time, the outdated mechanical exterior tank volume indicator will be removed.

On Thursday, August 13, 2026, the City of Fayetteville accepted sealed competitive bids for this project. McGuire Iron, Inc submitted the lowest bid. All bids are shown here:

McGuire Iron, Inc	\$356,000.00
Dixie Painting & Sandblasting, Inc.	\$359,675.00
Kimery Painting, Inc.	\$408,755.00
Viking Painting, LLC	\$472,255.00
JL Bryson Inc	\$669,339.00

Staff recommend awarding Bid 26-47 and approving a construction contract with McGuire Iron, Inc. in the amount of \$356,000 for painting and rehabilitation of the 300,000-gallon Goshen Ground Water Storage Tank. Funds are available for this project in the Water Tank Rehabilitation account.

**STAFF REQUESTS THIS BE FORWARDED TO THE CITY COUNCIL WITH
A RECOMMENDATION FOR APPROVAL****D.4. Highway 612 Utility Relocations – Engineering Contract Amendment**

ARDOT has notified the City of Fayetteville to relocate water infrastructure in the vicinity of the Highway 264 and Primrose Lane intersection in Springdale, AR. ARDOT is planning a new section of Interstate 612 (also called the Springdale Bypass) to connect to Highway 412 near Beaver Lake. After receiving this notification, a formal selection committee was held on November 6, 2025, at which McClelland Consulting Engineers was selected for contract negotiations (RFQ 25-01, Selection 17). The project scope includes relocation of approximately 1,800 linear feet of 36-inch and 1,800 linear feet of 42-inch water transmission line. Due to necessary realignments, it is estimated the total length of the replacement will be up to 8,000 linear feet.

Preliminary engineering due-diligence and alignment selection is ongoing under the original engineering agreement scope. Amendment No. 1 will provide funds to move the project from 15% design to 100% design and bidding support.

Much of this project appears to be reimbursable to the City by ARDOT. However, preliminary engineering must be completed first to determine exact qualifications. Afterward, a formal relocation agreement will be presented to the City Council outlining the terms of reimbursement. This engineering services agreement will include survey, preliminary engineering design, and cost estimations. Future amendments will be necessary for the design to be finalized and bid-ready.

Staff recommends approval of Amendment No. 1 to the engineering services agreement with McClelland Consulting Engineers, Inc. for professional services associated with ARDOT Project 012366 Utility Relocations in the vicinity of Highway 264 and future Interstate 612 in an amount not to exceed \$565,430.00.

**STAFF REQUESTS THIS BE FORWARDED TO THE CITY COUNCIL WITH
A RECOMMENDATION FOR APPROVAL****D.5. RJN Sewer Collection Master Plan – Amendment No. 2**

On September 2, 2025, the City of Fayetteville formally selected RJN Group, Inc. via RFQ 25-01 to develop a scope and fee for the City's Wastewater Collection System Master Plan. Staff have worked with RJN to develop a comprehensive scope for flow monitoring, inflow/infiltration analysis, and model update, calibration, and validation activities to support CIP planning and optimization based on Fayetteville's growth and densification. The Arkansas Department of Health, and industry best practices, recommend updating master plans every 5 years for systems like Fayetteville experiencing

significant change and growth. The last update to this plan was completed in 2020.

Wastewater flow monitoring was completed in the Spring of 2026 and model calibration and updates are underway. Amendment No. 1 was approved administratively to provide funding for additional field survey of over 600 critical manhole depths and elevations. The information in the model was based on estimates prior to this detailed survey.

Amendment No. 2 will provide funding for Phase 2 of the master plan which focuses primarily on the optimization and capital planning tasks. Traditionally, capital project selection and prioritization was a very 'manual' process where only a few iterations could be fully analyzed. However, RJN will be utilizing cloud computing technology to allow hundreds of alternatives, and combinations of alternatives to be considered and optimized to pinpoint the most effective use of future capital dollars. This analysis will also look at future growth opportunities in our existing system where development could occur without additional upgrades. This amendment is funded in part through partnerships with the City's Development Services and Economic Development departments.

This engineering services contract amendment is based on an hourly fee and task matrix, with total costs not to exceed \$453,770.00. Funding is available from three CIP projects: Water & Sewer Maintenance, Sanitary Sewer Rehabilitation \$226,885.00; Economic Development, Neighborhood Ctr Adv: Utility Capacity/Pinch Point Analysis project \$150,000.00; Long Range Planning, Downtown Master Plan \$76,885.00;

Staff recommends approval of Amendment No. 2 to the Engineering Services Agreement with RJN Group, Inc. for engineering services associated with the 2026 Wastewater Collection System Master Plan.

STAFF REQUESTS THIS BE FORWARDED TO THE CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL

D.6. Noland Sludge Blowers – Bid Award

The solids that are wasted from the biological units at the Noland plant are placed in a holding tank prior to dewatering. Aeration is something that has been desired to keep the sludge from going septic while being stored. Aeration is planned in the Noland upgrade, but this is an item that the Utility would like to work on installing before the Noland construction gets under way.

The first item would be to purchase a blower package, consisting of 3 positive displacement blowers, valves, switches, connectors, and all other appurtenances as required.

Bid 26-50 was opened on September 2, 2026, with the following results:

Environmental Technical Sales	\$365,976
Instrument & Supply	\$438,600
Haynes Pump & Process	\$457,092
Newman Regency Group	\$497,100

Environmental Technical Sales, Inc., of Little Rock submitted the lowest and best bid, and staff recommends accepting the lowest bid. The bid is being reviewed for completeness.

The next step in this process will be seeking bids for constructing the base for the blowers.

As part of the Noland Plant upgrade, this project is eligible for bond funding.

**STAFF REQUESTS THIS BE FORWARDED TO THE CITY COUNCIL WITH
A RECOMMENDATION FOR APPROVAL**

E. Announcements

F. Adjournment

**F.7. The next Water, Sewer, & Solid Waste Committee meeting will be held on
Tuesday, October 13th, 2026, at 5:30 p.m.**



BID TABULATION
Bid 26-47, Construction - Goshen Water Storage Tank Improvements
 Deadline: Thursday, August 13, 2026 at 2:00 PM
 Certification of Funds: \$650,000 (\$812,500 maximum allowed)

Line #	Description			Maguire Iron, Inc.		Dixie Painting & Sandblasting, Inc.		Kimery Painting, Inc.		Viking Painting, LLC		JL Bryson Inc	
		Total		\$356,000.00		\$359,675.00		\$408,755.00		\$472,255.00		\$668,339.00	
		QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Mobilization	1	LS	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$4,000.00	\$4,000.00	\$9,800.00	\$9,800.00	\$12,420.00	\$12,420.00
2	Bonds & Insurance	1	LS	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00	\$6,900.00	\$6,900.00	\$20,000.00	\$20,000.00
3	Furnish all work, materials, equipment, and labor for the cleaning and recoating of the interior of the existing 300,000 gallon, welded steel, ground storage tank with final disinfection and ready for normal service	1	LS	\$100,000.00	\$100,000.00	\$150,000.00	\$150,000.00	\$102,600.00	\$102,600.00	\$150,500.00	\$150,500.00	\$310,285.00	\$310,285.00
4	Furnish all work, materials, equipment, and labor for the cleaning and recoating of the exterior of the existing 300,000 gallon, welded steel, ground storage tank	1	LS	\$92,000.00	\$92,000.00	\$96,575.00	\$96,575.00	\$144,240.00	\$144,240.00	\$148,500.00	\$148,500.00	\$146,550.00	\$146,550.00
5	Install Hydrodynamic Tank Mixing System	1	LS	\$7,500.00	\$7,500.00	\$12,750.00	\$12,750.00	\$9,000.00	\$9,000.00	\$10,200.00	\$10,200.00	\$8,300.00	\$8,300.00
6	Furnish and Install 12" Stainless Steel Roof Vent with Cap and Screen	3	EA	\$6,500.00	\$19,500.00	\$7,100.00	\$21,300.00	\$4,200.00	\$12,600.00	\$8,900.00	\$26,700.00	\$6,730.00	\$20,190.00
7	Remove and Replace 18" Stainless Steel Roof Vent Cap and Screen	1	EA	\$6,500.00	\$6,500.00	\$7,200.00	\$7,200.00	\$5,400.00	\$5,400.00	\$5,500.00	\$5,500.00	\$12,330.00	\$12,330.00
8	Furnish and Install Interior Sump	2	EA	\$10,000.00	\$20,000.00	\$1,500.00	\$3,000.00	\$9,000.00	\$18,000.00	\$3,600.00	\$7,200.00	\$4,530.00	\$9,060.00
9	Remove and Replace Floor Plate Samples	2	EA	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,400.00	\$4,800.00	\$3,200.00	\$6,400.00	\$2,533.00	\$5,066.00
10	Remove and Install Ladder, Ladder Platform, and Climb Protection Device	1	EA	\$7,500.00	\$7,500.00	\$10,500.00	\$10,500.00	\$25,800.00	\$25,800.00	\$11,700.00	\$11,700.00	\$20,100.00	\$20,100.00
11	Furnish and Install Fall Protection Systems	1	LS	\$2,500.00	\$2,500.00	\$2,600.00	\$2,600.00	\$8,400.00	\$8,400.00	\$8,700.00	\$8,700.00	\$6,580.00	\$6,580.00
12	Remove and Replace Existing Manway with 30-inch Manway	2	EA	\$10,000.00	\$20,000.00	\$5,200.00	\$10,400.00	\$7,800.00	\$15,600.00	\$12,500.00	\$25,000.00	\$6,058.00	\$12,116.00
13	Furnish and Install Steel Handrail	127	LF	\$350.00	\$44,450.00	\$100.00	\$12,700.00	\$205.00	\$26,035.00	\$265.00	\$33,655.00	\$377.00	\$47,879.00
14	Remove Target Level Indicator	1	EA	\$4,500.00	\$4,500.00	\$1,650.00	\$1,650.00	\$2,400.00	\$2,400.00	\$2,700.00	\$2,700.00	\$1,450.00	\$1,450.00
15	Remove SCADA Antenna	1	LS	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$1,440.00	\$1,440.00	\$2,400.00	\$2,400.00	\$9,604.00	\$9,604.00
16	Furnish and Install Adjustable Pipe Supports on Tank Overflow Pipe	2	EA	\$2,500.00	\$5,000.00	\$1,000.00	\$2,000.00	\$3,900.00	\$7,800.00	\$2,550.00	\$5,100.00	\$2,900.00	\$5,800.00
17	Clean and Recoat Existing Fire Hydrant	1	EA	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,440.00	\$1,440.00	\$2,500.00	\$2,500.00	\$7,250.00	\$7,250.00
18	Site Restoration	1	LS	\$1,650.00	\$1,650.00	\$3,500.00	\$3,500.00	\$4,800.00	\$4,800.00	\$4,600.00	\$4,600.00	\$7,582.00	\$7,582.00
19	Tree Removal	1	LS	\$5,400.00	\$5,400.00	\$6,000.00	\$6,000.00	\$8,400.00	\$8,400.00	\$4,200.00	\$4,200.00	\$5,777.00	\$5,777.00

* NOTICE: Bid award is contingent upon supplier meeting minimum specifications and formal authorization by City Officials.

Trevel Young, Procurement Agent

Kellyn Fitch, Sr Procurement Agent



August 17, 2026

Mr. Corey Granderson, P.E.
Utilities Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Re: Goshen Water Storage Tank Improvements
Project No. 26-47
HW Project No. 2017076

Dear Mr. Granderson:

As you are aware, on August 13, 2026 at 2:00 p.m. bids were received for the above referenced project. The apparent low bid was submitted by Maguire Iron, Inc. in the amount of \$356,000.00. A total of five (5) bids were received and the totals are shown below:

	<u>Bid Amount</u>
Maguire Iron, Inc.	\$356,000.00
Dixie Painting & Sandblasting, Inc.	\$359,675.00
Kimery Painting, Inc.	\$408,755.00
Viking Painting, LLC	\$472,255.00
JL Bryson, Inc.	\$668,339.00

We have reviewed the Certified Bid Tabulation prepared by the City of Fayetteville, and we recommend that the City of Fayetteville award a contract for the Goshen Water Storage Tank Improvements project to the low bidder, Maguire Iron, Inc. for **\$356,000.00**. We understand that you will present the bid tabulation and our recommendation to the City of Fayetteville Water, Sewer, and Solid Waste Committee for their consideration at their next meeting and can be present to address any questions if requested.

We trust that this is satisfactory for your review and consideration. If you have any questions, or require any additional information, please do not hesitate to call.

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'JSD', is written over the company name.

Joshua S. Durham, P.E.

JSD/

110 So. 7th Street • P.O. Box 648 • Van Buren, AR 72957 • Ph: (479) 474-1227 • Fax: (479) 474-8531
211 Natural Resources Drive • Little Rock, AR 72205 • Ph: (501) 374-4846
516 East Millsap Road • Suite 103 • Fayetteville, AR 72703 • Ph: (479) 455-2206
403 Garrison Avenue • Suite 101 • Fort Smith, AR 72901 • Ph: (479) 242-4685

www.hawkins-weir.com

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Goshen Water Storage Tank Improvements
Contract No.: 26-47, Construction – Water Tank Improvements

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between The City of Fayetteville, Arkansas and Maquire Iron, Inc. (hereinafter called Contractor).

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Agreement includes, but is not limited to:
- A. Cleaning and recoating of the 300,000-gallon Goshen steel ground water storage tank.
 - B. Installation of tank appurtenances.
- 1.02 The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal.
- 1.03 Any use of a third party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.
- 1.04 Contractor is responsible for obtaining all applicable permits. The fees for City of Fayetteville (only) issued permits shall be waived.
- 1.05 The Contract may include work in City of Fayetteville right-of-way, ARDOT (State) right-of-way, railroad right-of-way and in General or Utility Easements.

ARTICLE 2 - ENGINEER

- 2.01 The Contract Documents have been prepared by Hawkins-Weir Engineers, Inc. Hawkins-Weir Engineers, Inc. assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in connection with completion of the Work in accordance with the Contract Documents.
- 2.02 The City of Fayetteville assumes all duties and responsibilities, and has the rights and authority assigned to The City of Fayetteville as Owner in connection with completion of the Work in accordance with the Contract Documents.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

ARTICLE 3 - CONTRACT TIME

3.01 **TIME OF THE ESSENCE:**

- A. All time limits for milestone, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 **DATES FOR COMPLETION AND FINAL PAYMENT:**

- A. The Work shall be substantially completed within 90 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment within 105 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS.

3.03 **LIQUIDATED DAMAGES:**

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville One Thousand Dollars (\$1,000.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the Contract estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the Contract Documents.
- 4.03 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
1. Further, there shall be no changes to the scope and/or contract documents without prior written approval of the Engineer of Record and the City's designated Professional Engineer.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 **SUBMITTAL AND PROCESSING OF PAYMENTS:**
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.
- 5.02 **PROGRESS PAYMENTS, RETAINAGE:**
- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

5.03 **FINAL PAYMENT:**

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

- B. Contractor has visited the Site(s) and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all:
 - (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

- I. Contractor has given the Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by the Purchasing Division is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 **CONTENTS:**

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in this Agreement and in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - 3. Performance, Payment, and other Bonds.
 - a. The Performance and Payment Bonds shall be one hundred percent (100%).
 - b. The Contractor shall file the Performance, Payment and Warranty Bonds at the Washington County Clerk's office prior to providing a file marked copy of the filed Performance, Payment and Warranty Bonds to the Owner or Engineer.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications consisting of divisions and sections as listed in Table of Contents of Project Manual.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

7. Drawings consisting of a cover sheet and sheets as listed in the Table of Contents thereof (Drawings), with each sheet bearing the following general title:
Goshen Water Storage Tank Improvements
8. Addenda numbers _____ inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor,

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 **FREEDOM OF INFORMATION ACT:**

- A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.06 **LIENS:**

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics of materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. Three counterparts each has been retained by The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

This Agreement will be effective on _____, 20____, which is the Effective Date of the Agreement.

CONTRACTOR: **Maguire Iron, Inc.**

CITY OF FAYETTEVILLE

By: Gene Jones Jr.
(Type or legibly print)

By: _____
(Type or legibly print)

(Signature)

(Signature)

Title: CEO

Title: Mayor

Contractor shall attach evidence of authority to sign.

If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.

Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy from the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL)
Attest Scott Jones
Scott Jones/Secretary

(SEAL)
Attest _____

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

Address for giving notices

PO Box 1446

Sioux Falls, SD 57101

Address for giving notices

113 W. Mountain St.

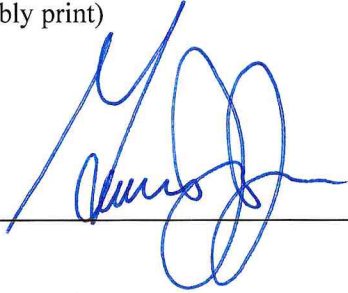
Fayetteville, AR 72701

License No. 0130400526

Agent for Service of process

Gene Jones Jr.

(Type or legibly print)



(Signature)

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity
or LLC, attach evidence of authority to
sign.)

Approved as to Form:

By: _____

Attorney For: _____

END OF SECTION 00500



MAGUIRE

PO BOX 1446
Sioux Falls, SD 57101
Phone: (605) 334-9749
info@maguirewater.com

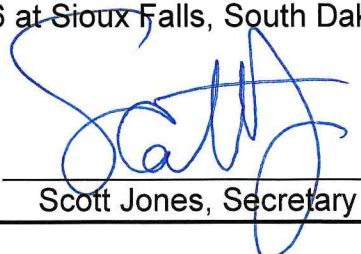
CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of **Maguire Iron, Inc.**, a South Dakota Corporation, located at 1610 N. Minnesota Ave., Sioux Falls, SD. 57104, in a meeting duly assembled that **Gene Jones, Jr.**, CEO of the Corporation, be, and he is hereby authorized, empowered and directed for and on behalf of the Corporation to negotiate for and sign any and all bid proposals and/or contract which this corporation might enter into for the furnishing of services for Corporation under such terms, conditions and stipulations, and for such consideration as he might deem to best interest of the Corporation.

.....

I, Scott Jones, Secretary of, Maguire Iron, Inc., do hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted at a meeting of the Board of Directors of said Corporation held on the 11th day of September, 2019 at which meeting a quorum was present and voted and that said Resolution has been spread upon the minute book of said Corporation, and same is now in full force and effect.

WITNESS MY SIGNATURE this 28th day of August, 2026 at Sioux Falls, South Dakota.



Scott Jones, Secretary

**Amendment No. 1 to the Engineering Services Agreement for
Utility Relocations Required by ARDOT Project 012366 (612-E and
HWY 264 Vicinity)**

Date: _____

WHEREAS, the CITY OF FAYETTEVILLE and McClelland Consulting Engineers, Inc. (ENGINEER) entered into an Agreement for Professional Engineering Services (AGREEMENT) on April 7, 2026; and,

WHEREAS, the CITY OF FAYETTEVILLE has requested that ENGINEER perform additional services outside of the scope of the AGREEMENT.

NOW THEREFORE, the following modifications will be made to the AGREEMENT to include the additional services requested:

MODIFICATIONS:

1. Section 2.2.1 – the additional scope of services is included in the attached Appendix “A-1”.
2. Section 5.1 – the maximum not-to-exceed amount is increased from \$634,940.00 to **\$1,200,370.00**. Modifications to compensation are included in the attached Appendix “A-1”.

IN WITNESS WHEREOF, the parties execute this Amendment No. 1, to be effective on the date set out above.

McClelland Consulting Engineers, Inc.

City of Fayetteville, Arkansas

BY:



Trent Williams, PE, MBA, Fayetteville
Water/Wastewater Department Lead

BY:

Mayor, Molly Rawn

APPENDIX A-1 – SCOPE OF ADDITIONAL SERVICES AMENDMENT NO. 1 TO THE ENGINEERING SERVICES AGREEMENT FOR THE I-612 UTILITY RELOCATIONS

1.0 General

McClelland Consulting Engineers (ENGINEER) is currently under contract with the CITY OF FAYETTEVILLE to perform preliminary design phase services for the utility relocations associated with the Arkansas Department of Transportation (ARDOT) Extension of I-612 East North of Fayetteville (Lowell) Project. This project requires the CITY OF FAYETTEVILLE to relocate approximately 3,000 linear feet of both a 36-inch ductile iron pipe (DIP) transmission main and 42-inch prestressed concrete cylinder pipe (PCCP) transmission main near Lowell, Arkansas. As such, The ENGINEER has established a scope of services for final design: to finalize an alignment, to assist in obtaining easements, and to produce final plans, specifications and an opinion of probable construction cost for water transmission main relocations. In order to continue assisting the CITY OF FAYETTEVILLE with this project, the following scope of additional services covers the effort required by the ENGINEER to complete the final design phase for the utility relocations. It is anticipated that this Amendment No.1 will continue with the selected alignment from the original contract. Minor adjustments will be included, however significant adjustments to the design corridor will require an additional amendment to cover that specific scope.

2.0 Scope of Additional Services

2.1 Project Management and Coordination

The ENGINEER will continue to provide project management and coordination services to the CITY OF FAYETTEVILLE in this Amendment No. 1. The following services are included in this task:

- Conduct progress meetings with the CITY OF FAYETTEVILLE. It is assumed that progress meetings will be held every other month and a total of six progress meetings are anticipated.
- The ENGINEER will attend up to two Water and Sewer Committee Meetings.
- The ENGINEER will attend up to three meetings with other stakeholders (such as Beaver Water District (BWD) and ARDOT) at the request of the CITY OF FAYETTEVILLE.
- The ENGINEER will conduct bi-weekly Microsoft Teams Meetings with the CITY OF FAYETTEVILLE to discuss the status of easements and land acquisition. These meetings are anticipated to occur once the CITY OF FAYETTEVILLE begins interacting with landowners. Up to 12 meetings will be conducted.

- Conduct 30%, 60%, and 90% submittal review meetings with the CITY OF FAYETTEVILLE to discuss comments needed to finalize the plans.
- The ENGINEER will conduct internal progress meetings every other week as the project progresses.
- The ENGINEER will maintain the schedule and present schedule updates to the CITY OF FAYETTEVILLE.
- The ENGINEER will prepare monthly invoices to the CITY OF FAYETTEVILLE as the project progresses.

2.2 ARDOT Coordination

- The ENGINEER will coordinate with ARDOT on reimbursement calculations and developing the relocation agreement.
- The ENGINEER will evaluate updated plans from ARDOT as they become available.
- The ENGINEER will coordinate with ARDOT on their schedule as necessary.

2.3 Additional Easement Acquisition Services

Under this Amendment No. 1, the ENGINEER may perform additional easement acquisition services. These services will be limited to minor changes to the selected alignment or up to two additional tracts, but do not cover a new corridor for the transmission main. A limited amount of condemnation services are included in this task; however, an additional amendment may be required depending on the magnitude of the services required. Included services shall include:

- Records research, field research, and boundary resolution of the property lines along the selected alignment. Boundary resolution will be limited to property lines necessary to produce the project drawings, and any necessary for the preparation of easement documents.
- Coordination and evaluation of necessary title research through the services of a third-party title research company.
- Prepare parcel exhibits and legal descriptions of both permanent easements and temporary construction easements. Exhibit maps and descriptions will be prepared for up to 2 parcels. Exhibit maps will show any easements needed for each parcel, and will be accompanied by separate descriptions for each area. This scope includes one update to the documents for each easement, based on field conditions or property owner concerns. Updates will not be made without the direction of the CITY OF FAYETTEVILLE.
- Appraisals will be completed (as needed) on up to two additional parcels by a third-party Appraiser and reviewed by the ENGINEER.

- The appraisals will be provided to the CITY OF FAYETTEVILLE for review.
- Prepared draft offer letters including relevant easement exhibits and descriptions will be submitted to the CITY OF FAYETTEVILLE for review and use. It is anticipated that the CITY OF FAYETTEVILLE will share the offer letters directly with property owners.
- Coordination with property owners as needed to explain and describe the required easements. Coordination with the CITY OF FAYETTEVILLE land agents as required to assist in acquiring the easements. Assist the CITY OF FAYETTEVILLE in negotiating with property owners to finalize easements needed for this project.

2.4 Additional Surveying Services

Under this Amendment No. 1, the ENGINEER will perform limited survey services to complete the final design of the project and finalize easement acquisitions. This task will cover minor adjustments to the design corridor but will not be considered comprehensive scope to create new corridors or alignments. Services shall include:

- Additional mapping of surface features identified by the ENGINEER that are required to finalize the design drawings within previously selected alignment or a minor adjustment to the design.
- Field ties to potholed utilities identified by the ENGINEER.
- Staking of proposed permanent and/or temporary easements requested by the property owners.
- Establish project control points to be shown for future use during construction.

If required by minor changes the ENGINEER will contact Arkansas 811 and wait the allotted 48 hours prior to beginning the survey to allow time to have utilities field located. The ENGINEER will coordinate with known utility companies on field locating utilities not marked by Arkansas 811 to minimize conflicts during construction.

2.5 Additional Geotechnical Investigations

As part of the Engineering Services Agreement scope of work, the ENGINEER performed a detailed geotechnical investigation along the project alignment which included up to eight borings, laboratory testing and analysis and preparation of a geotechnical report.

Under this Amendment No. 1, the ENGINEER will perform additional geotechnical borings, laboratory analysis and reporting for up to two additional boring locations. Additional investigations may be required at trenchless crossings, major stream crossings and other areas of concern that may be identified by the ENGINEER. The methods of exploration, field

services, laboratory analysis and reporting shall be as outlined in the Engineering Services Agreement.

2.6 Final Design

- The ENGINEER will perform final design phase services as part of this Amendment No. 1. This task will include finalizing two preliminary technical memorandums (TM) completed as part of the original scope of work as well as three new TMs. In addition, this task will include regulatory review from ADH and coordinating specific permits identified in TM-6 that was completed within the original scope of work. Note: TM No. 1, 2, 3, and 6 were completed under the original scope of work. Technical Memorandums 4 and 5 will be updates to the existing TMs completed within the original scope of work.
- **TM No. 4 – Final Pipe Design**
 - Finalize pipe thickness design of selected pipe material.
 - Evaluate pipe thickness as it relates to surge information presented in TM No. 7 – Surge Analysis.
- **TM No. 5 – Final Corrosion Protection**
 - Finalize recommendations provided within TM No. 5 of the original contract.
 - Utilize recommendations to develop plans, details and technical specifications associated with the impressed current cathodic protection system (if active system is required).
- **TM No. 7 - Surge Analysis**
 - Hydraulic surge analysis utilizing information obtained from the CITY OF FAYETTEVILLE and BWD.
 - Assess the impact of the transmission lines being shut down and brought back on line with regards to surge and the existing surge tank.
 - Verify pipe thickness will adequately address potential surge effects during shutdown, pressurization, and normal operation.
- **TM No. 8 - Shutdown Procedure Considerations**
 - The existing transmission mains have limited valves, air releases, and other appurtenances that may be required to take the line out of service as well as reinstating for use. As such, this TM will evaluate the steps and infrastructure recommended for returning the system to operation.
 - Evaluate the acceptable fill rate and considerations for pressure testing.

- Consider the lines independently such that only one line will be shut down at a time.
- Evaluate the regulations from ADH on chlorination.
- **TM No. 9 - Final Design Summary**
 - Finalize and document design assumptions including maximum recommended flow rate, pressure limits, and anticipated head loss.
 - Finalize the size and location of all needed combination air valves and blow off assemblies, starting from the recommendations of TM No. 5.
- The anticipated subconsultants to be utilized in completing the scope of work are listed below in alphabetical order:
 - Bennett Trenchless Engineers – technical assistance in development of plans, details and technical specifications associated with trenchless transmission installation, if required.
 - Brown Engineers – development of plans, details and technical specifications for electrical service required for a potential cathodic protection rectifier field.
 - CM Structural Engineering – technical assistance in development of plans, details and technical specifications associated with structural vault design.
 - Coffman Engineers – technical expertise for cathodic protection, whether that be a passive or active system, including plans, details and technical specifications.
 - Engineering Compliance Construction, Inc. (ECCI) – technical assistance with permitting associated with the Army Corps of Engineers.
 - Scott Foster Engineering - technical assistance and the development of TM No. 7.

2.7 Final Plans, Specifications, and Project Manual

The ENGINEER will advance the Conceptual Plans to Final Plans and Specifications under this amendment. The following is a detailed breakdown of services under this task.

- 30% Plans and Specifications
 - Cover and general sheets.
 - Plan and profile sheets with the proposed transmission mains shown in plan view and profile cut indicating the crossing underground utilities.
 - Locations of isolation valves, combination air valves, and blow off valves.

- Trenchless installation plan sheets.
- Standard project details.
- Technical Specification Table of Contents.
- 60% Plans and Specifications
 - Cover and general sheets.
 - Plan and profile sheets with the proposed transmission mains shown in plan view with a preliminary pipe profile.
 - Locations of isolation valves, combination air valves, and blow off valves.
 - Trenchless installation plan and preliminary profile sheets.
 - Standard project details and any special details for this project.
 - Existing utility protection details.
 - Creek crossing details (if required).
 - Cathodic protection sheets (if required).
 - Technical Specifications.
- 90% Plans and Specifications
 - Cover and general sheets.
 - Plan and profile sheets with the proposed transmission mains shown in plan view with complete pipe profile.
 - Trenchless installation plan and profile sheets.
 - Standard project details and any special details for this project.
 - Existing utility protection details.
 - Creek crossing details (if required).
 - Cathodic protection plans and details (if required).
 - Electrical site plans, one-line diagrams and details (if required).
 - The ENGINEER intends to utilize Brown Engineers for the electrical design aspects.
 - Technical Specifications
- 100% Plans and Specifications.
 - Complete ADH approved set of Plans and Specifications incorporating the items discussed in previous submittals.
 - Ready to Bid sealed Plans, Specifications, and project manual.

2.8 Bid Phase Services

The ENGINEER will perform bid phase services for the I-612 Utility Relocations. ENGINEER shall assist the CITY OF FAYETTEVILLE with the following services:

- Advertisement for bids.
- Issue addenda (if required).
- Attend pre-bid meeting.
- Attend bid opening and prepare certified bid tab.
- Provide recommendation of award to CITY OF FAYETTEVILLE.

3.0 Project Deliverables

- Access to the GIS web map for viewing the compiled content.
- Draft Technical Memoranda – PDF copy of each TM.
- Final Technical Memoranda – PDF and one hard copy of all compiled TMs.
- 30% Plans – PDF copy.
- 60% Plans and Specifications – PDF copies.
- 90% Plans and Specifications – PDF copies.
- 100% Plans and Specifications – PDF copies.
- Conceptual Opinion of Probable Construction Costs (at each submission) – PDF copy.

4.0 Compensation

In consideration of the performance of the foregoing services by the ENGINEER, the CITY OF FAYETTEVILLE will provide to the ENGINEER compensation as follows:

- Compensation will be paid to the ENGINEER on the basis of ENGINEER's standard hourly rates in effect at the time the work is performed, plus reimbursable expenses. A task hour fee breakdown is provided as Appendix A-2. ENGINEER's current rate schedule is attached hereto as Appendix A-3.
- The maximum not-to-exceed for Amendment No. 1 will be **\$565,430.00**.
- The maximum not-to-exceed total contract amount is increased from \$634,940.00 to **\$1,200,370.00**

5.0 Project Schedule

The ENGINEER will begin work under Amendment No. 1 immediately upon receipt of a Notice to Proceed (NTP).

6.0 Additional Future Services

Additional future services will include, but not be limited to the following:

- Construction Phase Services.

The scope for these additional future services will be defined by the ENGINEER and CITY OF FAYETTEVILLE prior to completion of the services under this Amendment No. 1, and will be authorized under future amendment(s) to this Agreement.

APPENDIX A-2

City of Fayetteville - 612E Transmission Line Relocation Preliminary Design Personnel Hour Fee Estimate 9/3/2026													
MCE McCLELLAND CONSULTING ENGINEERS DESIGNED TO SERVE an ESP COMPANY													
Task Description	Principal	Sr. Project Manager	Project Manager	Project Engineer	Project Designer	CAD/GIS Technician	Reg. Land Surveyor	Survey Technician	Field Survey Crew	Lab Tech I	Lab Tech II	Geotech Engineer	Extended Cost
Task 2.1 - Project Management and Coordination													
City of Fayetteville Progress Meetings	8.0	24.0		60.0	12.0								\$20,280.00
Water & Sewer Committee Meetings (two assumed)	4.0	8.0											\$3,200.00
Other Stakeholder Meetings (three assumed)		12.0		24.0									\$7,080.00
Conduct Bi-Weekly Microsoft Teams Meetings (land acquisition)		12.0		24.0									\$7,080.00
Conduct Submittal Review Meetings (three assumed)		8.0		20.0									\$5,400.00
Internal Progress Meetings		24.0		48.0	48.0	24.0							\$23,160.00
Subtotal Labor Hours / Fee - Task 2.1	12.00	88.00	0.00	176.00	60.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00	\$66,200.00
Estimated Reimbursable Expenses/Subconsultants													
Mileage													\$250.00
Subtotal Reimbursable Expenses - Task 2.1													\$250.00
Total Task 2.1 - Project Management and Coordination	12.00	88.00	0.00	176.00	60.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00	\$66,450.00
Task 2.2 - ARDOT Coordination													
Reimbursement Calculations and Relocation Agreement		4.0		8.0	16.0								\$4,600.00
Review and Update Plans		2.0		12.0	24.0								\$5,900.00
Schedule and Project Updates		4.0		4.0									\$1,680.00
Subtotal Labor Hours / Fee - Task 2.2	0.00	10.00	0.00	24.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$12,180.00
Estimated Reimbursable Expenses/Subconsultants													
													\$0.00
Subtotal Reimbursable Expenses - Task 2.2													\$0.00
Total Task 2.2 - ARDOT Coordination	0.00	10.00	0.00	24.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$12,180.00
Task 2.3 - Additional Easement Acquisition Services													
Boundary Resolution, Title Research, Easement Documents		2.0		3.0	4.0	8.0	8.0	48.0					\$8,810.00
Appraisal Coordination and Evaluation		2.0		2.0	8.0								\$1,960.00
Landowner Coordination and Negotiation		4.0		12.0	30.0	12.0							\$8,380.00
Subtotal Labor Hours / Fee - Task 2.3	0.00	8.00	0.00	17.00	42.00	20.00	8.00	48.00	0.00	0.00	0.00	0.00	\$19,150.00
Estimated Reimbursable Expenses/Subconsultants													
Title Research Agent (\$400 per tract, 2 assumed)													\$800.00
O'Brien Right of Way Valuation (\$4000 per parcel, 2 assumed)													\$8,000.00
Mileage													\$50.00
Subtotal Reimbursable Expenses - Task 2.3													\$8,850.00
Total Task 2.3 - Additional Easement Acquisition Services	0.00	8.00	0.00	17.00	42.00	20.00	8.00	48.00	0.00	0.00	0.00	0.00	\$28,000.00
Task 2.4 - Additional Surveying Services													
Additional Topographic Survey and Utility Capture		1.0		1.0	1.0		1.0	4.0	32.0				\$6,430.00
Staking of Easement Boundaries		1.0		3.0	4.0								\$1,320.00
Subtotal Labor Hours / Fee - Task 2.4	0.00	2.00	0.00	4.00	5.00	0.00	1.00	4.00	32.00	0.00	0.00	0.00	\$7,750.00
Estimated Reimbursable Expenses/Subconsultants													
Utility Locates (Arkups)													\$150.00
Subtotal Reimbursable Expenses - Task 2.4													\$150.00
Total Task 2.4 - Additional Surveying Services	0.00	2.00	0.00	4.00	5.00	0.00	1.00	4.00	32.00	0.00	0.00	0.00	\$7,900.00
Task 2.5 - Additional Geotechnical Investigations													
Additional Getechnical Exploration and Field Services		2.0		3.0	2.0					8.0	16.0	4.0	\$4,230.00
Laboratory Testing and Analysis (see below)				1.0							8.0	6.0	\$1,900.00
Subtotal Labor Hours / Fee - Task 2.5	0.00	2.00	0.00	4.00	2.00	0.00	0.00	0.00	0.00	8.00	24.00	10.00	\$6,130.00

APPENDIX A-2

City of Fayetteville - 612E Transmission Line Relocation

Preliminary Design

Personnel Hour Fee Estimate

9/3/2026



Task Description	Principal	Sr. Project Manager	Project Manager	Project Engineer	Project Designer	CAD/GIS Technician	Reg. Land Surveyor	Survey Technician	Field Survey Crew	Lab Tech I	Lab Tech II	Geotech Engineer	Extended Cost
Estimated Reimbursable Expenses/Subconsultants													
Equipment Mobilization (assumed 1 track rig @ \$800 each)													\$800.00
Boring Setup (2 bores @ \$50 each)													\$100.00
SPT Auger Drilling (assumed 25 linear foot (LF) @ \$15 per LF)													\$375.00
Water-Based Rock Coring (Diamond Bit) (assumed 25 LF @ \$45/LF)													\$1,125.00
In-House Laboratory Testing (Moisture Content, Atterberg Limits, Gradation, Comp. Strength of Rock Cores)													\$1,270.00
Third Party Laboratory Testing (Soil Resistivity, pH, Sulfates, Chlorides, Sulfides, Redox Potential)													\$2,200.00
Pavement Patching (assumed 2 patches @ \$50 each)													\$100.00
Diamond Rock Bits (assumed 1 bits @ \$700 each)													\$700.00
Subtotal Reimbursable Expenses - Task 2.5													\$6,670.00
Total Task 2.5 - Additional Geotechnical Investigations	0.00	2.00	0.00	4.00	2.00	0.00	0.00	0.00	0.00	8.00	24.00	10.00	\$12,800.00
Task 2.6 - Final Design													
TM No. 4 - Final Pipe Design		8.0	20.0	20.0									\$9,400.00
TM No. 5 - Final Corrosion Protection		4.0	8.0	16.0									\$5,320.00
TM No. 7 - Surge Analysis		8.0	12.0	24.0									\$8,480.00
TM No. 8 - Shutdown Procedure Considerations		8.0	12.0	24.0	24.0								\$11,840.00
TM No. 9 - Final Design Summary	4.0	8.0	8.0	16.0									\$7,520.00
Subtotal Labor Hours / Fee - Task 2.6	4.00	36.00	60.00	100.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$42,560.00
Estimated Reimbursable Expenses/Subconsultants													
Bennett Trenchless Engineers													\$32,000.00
Brown Engineers													\$12,000.00
CM Structural Engineering													\$15,000.00
Coffman Engineers													\$35,000.00
Scott Foster Engineering													\$37,500.00
Subtotal Reimbursable Expenses - Task 2.6													\$131,500.00
Total Task 2.6 - Final Design	4.00	36.00	60.00	100.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$174,060.00
Task 2.7 - Final Plans, Specifications, and Project Manual													
30% Plans and Specifications		8.0		80.0	80.0	100.0							\$36,300.00
60% Plans and Specifications		16.0		120.0	120.0	120.0							\$52,600.00
90% Plans and Specifications	4.0	40.0	12.0	240.0	160.0	120.0							\$88,200.00
100% Plans and Specifications	8.0	24.0	8.0	160.0	120.0	120.0							\$65,400.00
Subtotal Labor Hours / Fee - Task 2.7	12.00	88.00	20.00	600.00	480.00	460.00	0.00	0.00	0.00	0.00	0.00	0.00	\$242,500.00
Estimated Reimbursable Expenses/Subconsultants													
Administrative Printing and Documentation													\$750.00
Mileage													\$250.00
Subtotal Reimbursable Expenses - Task 2.7													\$1,000.00
Total Task 2.7 - Final Plans, Specifications, and Project Manual	12.00	88.00	20.00	600.00	480.00	460.00	0.00	0.00	0.00	0.00	0.00	0.00	\$243,500.00
Task 2.8 - Bid Phase Services													
Advertisement for Bids		4.0		16.0	16.0								\$5,960.00
Issue Addenda (If Required)		8.0		16.0	16.0								\$6,960.00
Attend Pre-Bid Meeting		4.0		8.0	4.0								\$2,920.00
Attend Bid Opening and Prepare Certified Bid Tab	2.0	2.0		8.0	4.0								\$3,020.00
Provide Recommendation of Award to City of Fayetteville		2.0		4.0									\$1,180.00
Subtotal Labor Hours / Fee - Task 2.8	2.00	20.00	0.00	52.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$20,040.00
Estimated Reimbursable Expenses/Subconsultants													
Administrative Printing and Documentation													\$500.00
Subtotal Reimbursable Expenses - Task 2.8													\$500.00
Total Task 2.8 - Bid Phase Services	2.00	20.00	0.00	52.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$20,540.00
GRAND TOTAL PRELIMINARY DESIGN	30.00	254.00	80.00	977.00	693.00	504.00	9.00	52.00	32.00	8.00	24.00	10.00	\$565,430.00

APPENDIX A-3



January 1, 2026

* Standard Hourly Rates

Chief Draftsman	\$120.00	-	\$130.00
Clerical	\$55.00	-	\$95.00
Construction Observer	\$85.00	-	\$170.00
Crew Support	\$65.00	-	\$95.00
Draftsman	\$85.00	-	\$145.00
Environmental Scientist / Designer	\$125.00	-	\$150.00
Geotech Driller	\$65.00	-	\$120.00
Geotech Engineer	\$130.00	-	\$240.00
Human Resources / Payroll	\$90.00	-	\$120.00
Landscape Architect	\$90.00	-	\$170.00
Media Specialist	\$85.00	-	\$105.00
Principal	\$215.00	-	\$280.00
Project Accountant	\$100.00	-	\$185.00
Project Designer	\$100.00	-	\$165.00
Project Designer - Intern	\$85.00	-	\$125.00
Project Engineer	\$155.00	-	\$180.00
Project Manager	\$140.00	-	\$250.00
Registered Land Surveyor	\$125.00	-	\$175.00
Senior Project Manager	\$225.00	-	\$250.00
Soils Lab Technician	\$75.00	-	\$150.00
Specification Writer	\$90.00	-	\$150.00
Structural Engineer	\$140.00	-	\$270.00
Survey - GPS	\$75.00	-	\$130.00
Survey Crew - Three Man	\$215.00	-	\$250.00
Survey Crew - Two Man	\$160.00	-	\$185.00
Survey Field - One Man	\$75.00	-	\$130.00
Survey Technician	\$85.00	-	\$145.00
Mileage Rate			.75 per Mile
Expenses			At Cost

** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.*

CITY OF FAYETTEVILLE, ARKANSAS
AMENDMENT NO. 2
FOR
2026 WASTEWATER COLLECTION SYSTEM MASTER PLAN
WITH
RJN GROUP, INC.

In accordance with the AGREEMENT for 2026 Wastewater Collection System Master Plan dated February 17, 2026, between the City of Fayetteville, Arkansas (hereinafter called OWNER) and RJN GROUP, INC. (hereinafter called ENGINEER), OWNER hereby authorizes ENGINEER to proceed with the following services:

Section I - Project Description

Under the AGREEMENT, the OWNER retained RJN Group to provide professional engineering services. The Project included Phase 1 established a baseline understanding of system performance through system-wide flow and rainfall monitoring, inflow and infiltration (I/I) analysis model network updates, and hydraulic model calibration and augmentation. Phase 2 of the 2026 WWCS Master Plan includes Capital Improvement Project (CIP) optimization to prioritize cost-effective infrastructure strategies along with a growth opportunity analysis to identify priority areas for future development and Capital Improvement sequencing.

Section II - Scope

The ENGINEER shall perform the amended services detailed in Exhibit A utilizing the procedures identified in the original Scope of the AGREEMENT.

Section III - Time of Service

ENGINEER will proceed with providing the services set forth herein immediately upon execution of this Authorization. A project schedule for the amended services is provided in Exhibit B.

Section IV - Compensation

OWNER shall compensate ENGINEER for providing these additional services a total sum not-to-exceed \$453,770.00, as detailed in Exhibit C, herein provided.

All prices will remain firm for the initial term of the Agreement period. Any de-escalation/escalation in prices will be made on an annual basis thereafter at the sole discretion of the OWNER. Requests for price adjustments must be made by the ENGINEER in writing at least

60 days in advance. The baseline for determining price adjustments will be based upon the closing date of the solicitation. All requests for price increase or decrease are subject to review and approval by the ENGINEER. The maximum increase will have a ceiling of 10% annually and a net decrease of 10% annually. Changes in prices shall be based on the U.S. Bureau of Labor Statistics, Employment Cost Index, average increase or decrease for the most recent calendar year (see <http://www.bls.gov/ECI>; update with the appropriate ECI Index, CIU1010000100000A and Management, Professional, and Related).

In consideration of the mutual covenants and Agreements herein contained, the OWNER and ENGINEER stipulate and agree that the Agreement for 2026 Wastewater Collection System Master Plan, dated February 17, 2026, is hereby amended as described in Exhibits A, B, C, and D, attached hereto and made part of this agreement.

All other provisions of the original Agreement remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed this _____ day of _____, 20____.

AUTHORIZED BY:

CITY OF Fayetteville, Arkansas

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

RJN Group, Inc.

By:  _____

Name: Daniel Jackson, PE _____

Title: Ex. Vice President _____

Date: 9/3/2026 _____

END OF AMENDMENT



EXHIBIT A

SCOPE OF SERVICES

The complete scope of this project includes CIP optimization, Existing System Population Growth Analysis, and development of Phase 2 of the Wastewater Collection System (WWCS) Master Plan report. The services are further described in the following sections:

I. Project Administration and Management

A. Project Administration

1. Prepare a schedule of work activities to be maintained throughout the project with monthly milestone status reports and projections provided to the City.
2. Tailor the standard operating procedures to accommodate project requirements and establish internal project controls to ensure schedule, budget, and quality control procedures are being maintained.
3. Coordinate and attend up to two in-person meetings with the City to discuss project milestones, relay critical findings, summarize effort completed and get feedback from the City on the direction of the project.

II. Capacity Assessment and CIP Optimization

RJN and its subconsultant will perform a system-wide optimization of the wastewater collection system to identify the most cost-effective strategies for addressing current and future capacity needs. This effort will build on the calibrated hydraulic model to evaluate combinations of improvement alternatives, levels of service, and long-term growth scenarios. The goal is to help the City of Fayetteville make informed, data-driven decisions regarding the timing, prioritization, and cost of capital improvement projects.

The objective of the Fayetteville Collection System Master Plan optimization is to perform a holistic, system-wide evaluation of capital and operational improvement alternatives to minimize life-cycle cost and maximize hydraulic performance. Alternatives to be considered will primarily include increased conveyance, consolidated/distributed storage alternatives, I/I reduction, real-time control (RTC), and inter-basin flow diversion alternatives.

The optimization task will be led by WCS Engineering, working integrally with the RJN team using Optimizer (intelligent algorithm optimization technology). Optimizer links to the hydraulic model and detailed life-cycle cost data to evaluate many thousands of improvement alternatives. In a single analysis, cloud computing is used to run thousands of solution permutations to identify those solutions that meet the planning and performance criteria at the least cost. Moreover, once formulated, the optimization model can be used to efficiently run scenarios and sensitivity analyses to develop alternate solutions with distinctly different characteristics.

A. Collection and Review Optimization Data

Collect and review the following data:

1. The ICM hydraulic model for current and future population scenarios, including the range of relevant design storm scenarios to be evaluated (this may include short-duration, high-intensity and long-duration, low-intensity events for the same return period and/or spatially varied rainfall events).
2. Guidance on allowable improvement alternatives to be included during the preliminary and refined optimization project phases.
3. Relevant unit cost rates (capital and O&M) for the range of improvement alternatives to be evaluated. Note that WCS will provide a cost rate template illustrating the required format for optimization.
4. Life-cycle cost analysis parameters (effective discount rate, life-cycle analysis period, asset life span for calculating asset replacement costs if applicable).
5. Summary of level of service planning criteria (this may include alternate criteria to be evaluated in sensitivity analyses).
6. Previous system capacity assessments and reports
7. Guidance on prioritization objectives.
8. Geodatabase of relevant background mapping layers to be included in map templates. with the City to review optimization goals and planning assumptions.
9. Prepare for and attend the kick-off workshop to review data requirements and discuss the optimization approach and assumptions.
10. Attend and participate in project progress calls bi-weekly or as needed to discuss progress of data collection and preparation of inputs to the optimization.

B. Model Familiarization and Preparation for Optimization

1. Review the hydraulic model to become familiar with the system operation and capacity deficiencies. WCS will include the range of improvement alternatives in the model in a format that is consistent with the requirements of the optimization.
2. Convert the calibrated hydraulic model of the existing system from InfoWorks to SWMM for the purpose of the optimization task, and key optimization solutions will be remodeled and verified in ICM at both the preliminary and refined optimization phases of the project. The model conversion process includes exporting the network data directly from InfoWorks and validating/refining it in SWMM and using the InfoWorks hydrological model results to create time series boundary conditions in SWMM (thus ensuring an exact match of hydraulic loadings).
3. Trim the hydraulic model to only include assets that are significantly affected by the alternatives to be evaluated in the optimization. Time series boundary conditions from the original detailed model results will be applied where the model has been trimmed. WCS Engineering uses customized scripts to complete the model conversion preparation tasks efficiently and accurately. The model will be validated by comparing discharge hydrographs and HGLs at key points in the network and key

optimization solutions will be remodeled, validated, and delivered in the original detailed model.

4. Prepare and configure alternatives in the hydraulic model such that they will be compatible with an efficient optimization analysis. This may include:
 - Gravity sewer improvements
 - Pump station and force main upgrades
 - Distributed storage alternatives
 - I/I reduction will be considered for each flow metered catchment (FMC). The optimization will determine the target level of I/I reduction for each FMC. Develop and test a preliminary optimization framework that integrates system performance, cost, and design criteria.
5. Prepare and attend a workshop for the model conversion, and the range of alternatives, planning objectives and assumptions to be adopted in the optimization. Evaluate a range of improvement strategies, including conveyance upgrades, distributed storage, and inflow/infiltration reduction.

C. Formulate Optimization and Bookend Analysis

1. Formulate capacity improvement alternatives, cost rates and design criteria and test in Optimizer to ensure effective operation. The preliminary alternatives and costs will be based on high-level feasibility assessments and generic unit cost rate assumptions.
 - Formulate conveyance and treatment alternatives
 - Formulate distributed storage alternatives
 - Formulate I/I reduction alternatives
2. Customize post-processing tools that link to raw Optimizer output and produce detailed capital improvement project cost summaries and geospatial maps
3. Develop manual, book-end solutions for each of the following scenarios and check that the hydraulic performance metrics and life-cycle cost calculations in Optimizer match model performance and independent cost calculations.
 - Conveyance only
 - Conveyance and storage
 - Conveyance and I/I reduction
4. Refine Optimizer formulation based on the review of bookend solutions.

D. Optimization and Sensitivity Analyses

1. Perform high-level optimization to screen a broad range of alternatives and determine strategies and projects that are consistently being selected for additional analysis in Refined Optimization task.
2. Perform preliminary optimization runs up to eight scenarios/sensitivity analyses.
3. Prepare solution summary spreadsheets and solution graphics for each scenario.

4. Remodel and verify the results of one preliminary optimization solution in the original detailed ICM hydraulic model.
5. Present the results of the preliminary optimization at a workshop.

E. *Reporting and Deliverables – ArcGIS Dashboard*

An optimization report will be prepared that includes all relevant data, assumptions, improvement alternatives considered, results for each scenario and recommendations for additional data collection and refinements. An ArcGIS Online dashboard will be prepared that consolidates extensive information and data from reports, spreadsheets, PowerPoints, and maps in a map-based dashboard that is easy to navigate.

III. Growth Opportunity Analysis

This analysis focuses on identifying areas suitable for future development and determining the additional population that can be accommodated without materially affecting collection system performance. The analysis will assess the sequencing of capital improvements needed to support growth and will identify priority growth areas and associated projects required to maintain level of service objectives.

A. *Existing System Population Growth Analysis*

1. Prepare for and attend workshop to refine growth analysis objectives.
2. Formulate Optimizer to evaluate the maximum population growth potential for the existing system (identify where development can occur without significantly impacting the performance of the existing network).
3. Perform growth optimization trial run and refine formulation.
4. Perform growth optimization analysis.
5. Post-process prioritization output to identify up to six prioritization groups (or stages of implementation).
6. Prepare solution summaries and geospatial maps.
7. Prepare for and attend prioritization workshop.
8. Add prioritization chapter to optimization memorandum.
9. Prepare prioritization deliverables including ICM models, spreadsheets, and geodatabases for each prioritization group.

B. *Optimization Deliverables*

1. Optimization report including all relevant data, assumptions, improvement alternatives considered, results for each scenario and recommendations for additional data collection and refinements (example report available upon request).
2. Detailed solution summary spreadsheets for each scenario showing lists of capital improvement projects, relevant sizes, cost components and prioritization schedule (example available upon request).

3. ICM hydraulic models of one preliminary optimization solution and one refined optimization solution.
4. Geodatabase of key optimization solutions.
5. ESRI Online Interactive Map and Dashboard.

C. Optimization Assumptions and Exclusions

1. This proposal is limited to completing only the number of optimization scenarios listed.
2. Scope expansion may incur additional WCS Engineering fees and Optimizer licensing fees.
3. All data requests listed will be provided within the allocated project schedule timeframe in a clean and final format. Input data delays or revisions may incur additional scope and fee.

D. Optimatics License

1. RJN shall procure a proprietary Optimatics™ software license solely for the purpose of performing capital improvement program (CIP) optimization analyses for this Project, including the evaluation and sequencing of recommended CIP alternatives based on spatially allocated population projections and projected future flows. The Optimatics™ license shall be valid for a term of three (3) months and shall be used exclusively in connection with this Project. Use of the license for any other project or purpose is expressly prohibited.

IV. Wastewater Collection System Master Plan Report, Phase 2

A. Master Plan Report

1. Prepare a Draft Report for Phase 2 of the 2026 Wastewater Collection System Master Plan that includes discussion of the following sections:
 - CIP Optimization and Recommended Capital Improvements
 - Existing System Population Growth Analysis
2. Submit individual digital copies of each section of the Draft Report as they are completed to the City for their review and comments.
3. Meet with the City to review comments on the Draft report.
4. Incorporate comments from the City and submit a consolidated Final Report that includes all sections from Phase 1 and Phase 2 of the WWCS MP.
5. RJN will conduct a project summary presentation with the City to the Fayetteville Water and Sewer Committee.



EXHIBIT B

PROJECT SCHEDULE

						2026			2027			2027		
Project Start Date:						Q4			Q1			Q2		
Project Name:						Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
#	Activity	Assigned to	Start	End	Days									
Project Administration and Management														
1	Client Project Kickoff	RJN and Fayetteville	12-Nov-26	12-Nov-26	1		◆							
2	QA/QC	RJN	11-Jan-27	3-Jun-27	104									◆
3	Monthly Virtual Meeting - December 2026	WCS, RJN, and Fayetteville	2-Dec-26	2-Dec-26	1			◆						
4	Monthly Virtual Meeting - January 2027	WCS, RJN, and Fayetteville	6-Jan-27	6-Jan-27	1				◆					
5	Monthly Virtual Meeting - February 2027	WCS, RJN, and Fayetteville	3-Feb-27	3-Feb-27	1					◆				
6	Monthly Virtual Meeting - March 2027	WCS, RJN, and Fayetteville	3-Mar-27	3-Mar-27	1						◆			
7	Optimization and Sensitivity Analysis Workshop	WCS, RJN, and Fayetteville	18-Mar-27	18-Mar-27	1							◆		
8	Monthly Virtual Meeting - April 2027	WCS, RJN, and Fayetteville	7-Apr-27	7-Apr-27	1								◆	
9	Monthly Virtual Meeting - May 2027	WCS, RJN, and Fayetteville	5-May-27	5-May-27	1									◆
Capacity Assessment and CIP Optimization														
10	Collect and Review Optimization Data	RJN	19-Oct-26	3-Dec-26	34			◆						
11	Model Familiarization and Preparation for Optimization	WCS and RJN	6-Dec-26	24-Dec-26	14			◆						
12	Formulate Optimization and Bookend Analysis	WCS and RJN	20-Dec-26	17-Jan-27	20				◆					
13	Optimization and Sensitivity Analysis	WCS and RJN	18-Jan-27	18-Mar-27	44						◆			
14	Reporting and Deliverables - ArcGIS Dashboard	WCS and RJN	21-Mar-27	23-Apr-27	25							◆		
Growth Opportunity Analysis														
15	Growth Development Optimization	WCS and RJN	18-Jan-27	18-Mar-27	44						◆			
16	Deliverables & Workshop	WCS and RJN	21-Mar-27	23-Apr-27	25							◆		
WWCS Master Plan Report														
17	Phase 2 - CIP Optimization and Recommendations	RJN	23-Mar-27	20-May-27	43									
18	Final Report Deliverable(s) & Closeout	RJN	21-May-27	4-Jun-27	11									

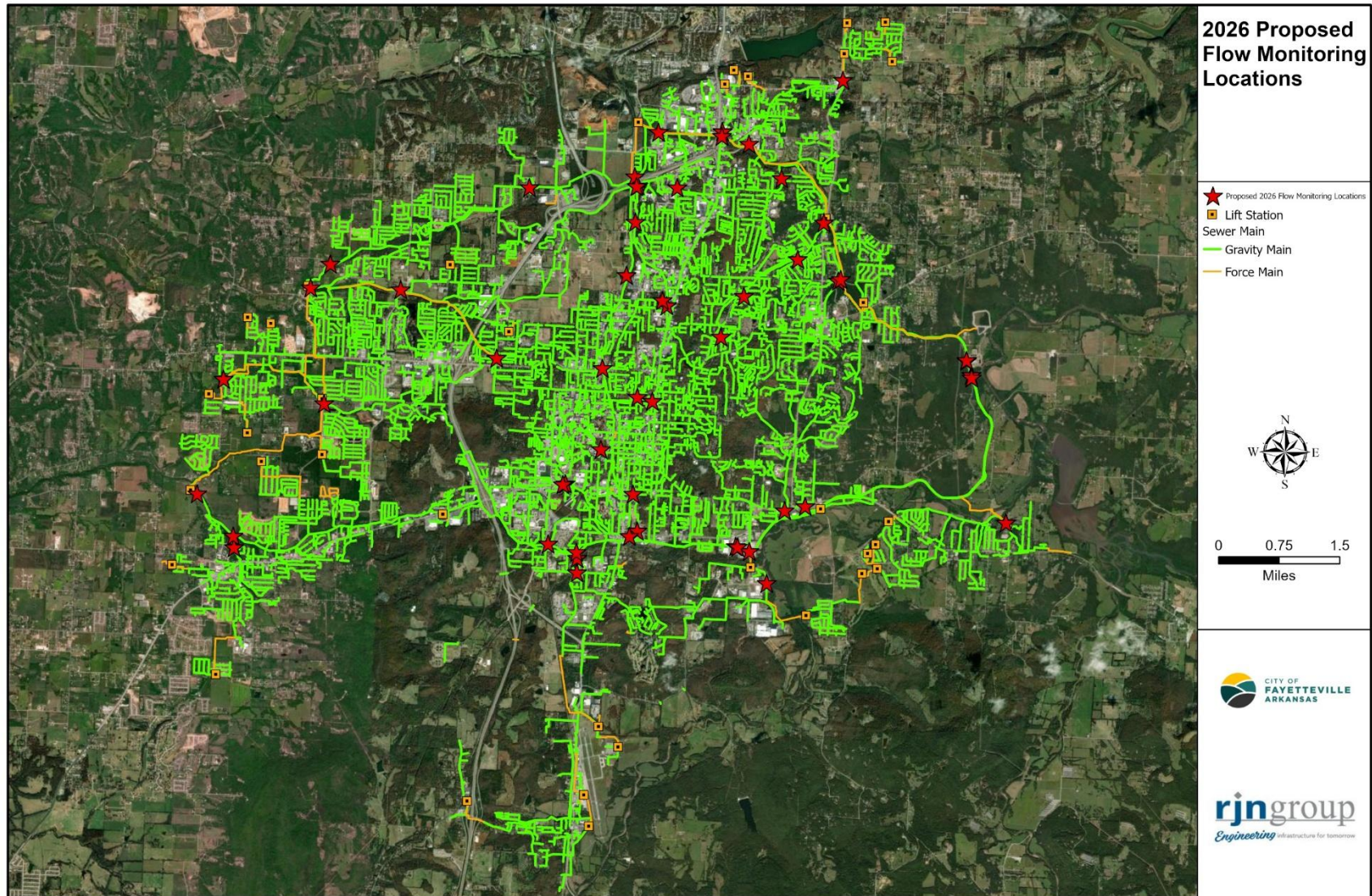


EXHIBIT C ENGINEERING COSTS

Service	Quantity	Unit	Unit Cost	Total Cost
PHASE 1				
Project Administration	1	LS	\$126,097.00	\$126,090.00
Meter Investigations	54	EA	\$350.00	\$18,900.00
Meter Installation	54	EA	\$650.00	\$35,100.00
Rain Gauge Investigation & Installation	10	EA	\$400.00	\$4,000.00
Meter Removal	54	EA	\$530.00	\$28,620.00
Meter Maintenance	3,240	MD	\$80.00	\$259,200.00
Rain Gauge Maintenance	600	MD	\$12.00	\$7,200.00
Flow Monitoring Data Management	1	LS	\$54,050.00	\$54,050.00
Model Review and Update	1	LS	\$52,510.00	\$52,510.00
Model Calibration and Validation	1	LS	\$137,470.00	\$137,470.00
Inflow and Infiltration Analysis	1	LS	\$18,250.00	\$18,250.00
Future Growth Augmentation	1	LS	\$47,860.00	\$47,860.00
Phase 1 WWCSMP Report	1	LS	\$54,360.00	\$54,360.00
Amended Task 1				
Manhole Survey	672	EA	\$113.00	\$75,936.00
PHASE 2				
Project Administration	1	LS	\$42,040.00	\$42,040.00
CIP Data Collection and Review	1	LS	\$27,450.00	\$27,450.00
Model Familiarization and Preparation	1	LS	\$59,290.00	\$59,290.00
Formulate Optimizer WCS and Initial	1	LS	\$78,760.00	\$78,760.00
Optimization Runs and Workshops	1	LS	\$125,510.00	\$125,510.00
Growth Opportunity Analysis	1	LS	\$58,960.00	\$58,960.00
Phase 2 WWCSMP Report	1	LS	\$61,760.00	\$61,760.00
Total			\$1,373,316.00	



EXHIBIT D
PROJECT MAP





Engineering
Infrastructure for
Tomorrow

www.rjn.com



September 3, 2026

Mr. Corey Granderson, P.E.
Utilities Engineer
City of Fayetteville, Arkansas
2435 Industrial Dr
Fayetteville, AR 72701

Subject: City of Fayetteville – 2026 Wastewater Collection System (WWCS) Master Plan, Phase 2

Dear Mr. Granderson:

RJN Group (RJN) appreciates the opportunity to submit this proposal for the City of Fayetteville's (City) 2026 Wastewater Collection System (WWCS) Master Plan, Phase 2.

The goal of the WWCS Master Plan is to use data-driven analysis to understand system performance, identify current and future capacity constraints, and guide cost-effective capital improvements that ensure reliable service for the City's current and future customers.

The goal of this amendment is to provide Phase 2 of the 2026 WWCS Master Plan, where WCS Engineering, as a subconsultant to RJN, will assist in the Capital Improvement Project (CIP) optimization effort to identify the most cost effective improvement strategies that meet the City's level of service objectives. This optimization process will evaluate costs associated with alternative solution strategies and varying levels of service requirements, and will serve as the primary mechanism for prioritizing and identifying capital improvement projects that provide the City with the greatest return on investment.

This phase will also include a growth opportunity analysis focused on identifying areas suitable for future development and determining the additional population that can be accommodated without materially affecting collection system performance. The analysis will assess the sequencing of capital improvements needed to support growth and will identify priority growth areas and associated projects required to maintain level of service objectives, providing a framework that can be integrated with water, stormwater, and transportation infrastructure planning.

The combination of these efforts will provide the City with a valuable decision-making tool to guide future system improvements and ensure that the wastewater collection system continues to perform efficiently as Fayetteville grows.

Phase 2 will be invoiced on a unit price and lump sum, percent complete basis for a total not-to-exceed fee of **\$453,770.00**. The table below shows the total price of Phase 1 with the addition of both amendments. A complete Scope of Services is provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Project Schedule
- Exhibit C – Engineering Costs
- Exhibit D – Project Map

Fee Component	Contract Amount
Original Fee	\$843,610.00
Amendment 1	\$75,936.00
Amendment 2 (Phase 2)	\$453,770.00
Total Not to Exceed	\$1,373,316.00

We are looking forward to the opportunity to work with the City on this important project. Please feel free to contact Daniela Lopez at (214) 422-4919 if you would like to discuss this proposal or have any questions.

Sincerely,



Daniela Lopez, P.E.

National Practice Leader



CITY OF
FAYETTEVILLE
ARKANSAS

Bid 26- 50 , Noland Sludge Blower

Date: 9/2/20

Time: 2:00 PM

Bidder	Total Base Bid
ENVIRONMENTAL TECHNICAL SALES	\$ 365,976.00
INSTRUMENT & SUPPLY	\$ 438,600.00
HAYNES PUMP & PROCESS	\$ 457,092.00
NEWMAN REGENCY GROUP	\$ 497,100.00



September 2, 2026

TO: CITY OF FAYETTEVILLE, ARKANSAS
RE: BID 26-50, NOLAND SLUDGE BLOWER
BIDS: SEPTEMBER 2, 2026, AT 2:00PM

Gentlemen:

This information is lent with the expressed agreement that the information contained herein is the property of Environmental Technical Sales, LLC and will not be reproduced, copied or disclosed to others except upon written permission of Environmental Technical Sales, LLC. The acceptance of this information will be construed as acceptance of the foregoing agreement. All common law rights of copyright and otherwise are hereby specifically reserved.

If the proposals sent to you previously do not specifically list an item or piece of equipment as being included, that item is NOT included in the manufacturer's Scope of Supply and it should not be assumed that the manufacturer will furnish that item. We propose to furnish the following equipment for this project, as listed below and detailed on the proposals sent to you under separate cover:

1. Bid 26-50, Noland Sludge Blower by Aerzen, per their Proposal ENV-785982.BID dated August 24, 2026.

PRICE: \$365,976.00 (does not include applicable sales tax)

All equipment is shipped FOB Factory, with freight allowed to the jobsite. Applicable sales taxes and installation costs must be added to all prices quoted. Unless specifically stated in the manufacturer's proposal, start-up service is NOT included. Pricing will remain firm for 10 days from the bid date. Unless stated otherwise in the manufacturer's quotation, our payment terms are Net 30 Days; retainage will NOT be allowed. A charge of 2% per month will be added to all balances over 30 days. This Quote is subject to and incorporates by reference the Master Terms and Conditions of Sale available at www.etec-sales.com/Master-TCs.

If you have any questions, please do not hesitate to contact me.

Sincerely,
ENVIRONMENTAL TECHNICAL SALES, LLC.

Chad Cooley
Vice President

CBC/agb

AERZEN USA CORPORATION

108 Independence Way

Coatesville, PA 19320

Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

**AERZEN****AERZEN** Reference Number: ENV-785982.BID

24-Aug-26

Re: ETEC - Garver Noland Sludge

To: ALL BIDDING CONTRACTORS**AERZEN Representative Info:**

Name - Todd Rigby of Environmental Technical Sales, Inc.

e-mail - trigby@etec-sales.com

phone - (225) 999-8535

AERZEN Proposal Prepared By:

Name - Alonso Lam

email - alonso.lam@aerzen.com

phone - (346) 848-6128

AERZEN Regional Manager:

Name - Curtis Olivard

e-mail - curtis.olivard@aerzen.com

phone - (985) 788-6798

Thank you for the opportunity to bid this project for (3) Positive Displacement Blower 2 Packages.

The Aerzen Blower Package Performance and Scope of Supply meet the intent of the specification section 43 11 11. All specification sections not directly referenced here were not reviewed and compliance cannot be guaranteed.

Aerzen meets or exceeds the requirements for flow range, power, and noise levels.

Instrumentation as specified below, is part of this scope of supply.

3x PD Blowers**Model: GM 90 S DN 250****Performance Data:****Design**

Intake volume, handled at intake condition	cfm	3,064
Volume handled at normal condition (dry) per ASME	scfm	2,600
Mass flow	lb/h	12,130
Density at inlet conditions	lb/cf	0.066
Relative humidity	Φ	80%
Inlet pressure (abs.)	psia	14.2
Discharge pressure (abs.)	psia	20.4
Pressure difference	psig	6.2
Intake temperature	°F	106
Discharge temperature	°F	185
Main rotor speed	rpm	2306
Power consumption at coupling	bHP	109
Motor Rating	HP	125
Motor Speed	rpm	1780
Motor frame		444T
Tolerance on flow & power	± 5 %	
Sound pressure level w/o enclosure	dB(A)	103
Sound pressure level w/ enclosure	dB(A)	77

*Measured in free field at 3ft. distance from the outline of the unit

*does not include system piping noise (tol. ± 2 dB(A)).

Weights & Dimensions:

Discharge connection	ANSI Flange	10"
Blower torso weight	lbs.	5,130
Blower motor weight	lbs.	1,590
Blower pkg weight	lbs.	6,720
Envelope dim.*	L x W x H in.	87 x 75 x 93
Cooling Fan	shaft driven	
AERtronic	kW	0.2

* non binding dimensions includes, inlet filter silencer, relief valve, check valve, and flex connector

AERZEN USA CORPORATION

108 Independence Way

Coatesville, PA 19320

Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

**AERZEN****GM 90 S DN 250**

Aerzen Generation 5 Delta Blower Package consists of the following components, assembled in our factory.

Aerzen Rotary Lobe Blower GM Series

- Narrow V-belt drive
- V-belt drive guard
- First fill of Delta Lube 06 oil
- Inlet filter-silencer, G4 per EN 779 (equivalent to MERV 7)
- Discharge Silencer, Reactive type, integrated with base frame
- Spring loaded pressure relief valve(s), sized for full flow
- Set of vibration isolating mounts
- Discharge manifold with externally accessible integrated check valve
- Hinged motor support as automatic belt tensioning device
- Sound enclosure, powder-coated galvanized steel, fire retardant HDP foam construction
- 10" ANSI Flanged discharge connection
- Aeromat startup unloading valve
- 10" butterfly valve, lug style, ductile iron body, 316 SS disc, 416 SS stem, EPDM seat, hand lever (ships loose)
- 125 HP RVSS, Free-Standing Soft Starter, Control Panel
- Anchor Bolts
- Simplified ISO-1217, Annex B test report(s)
- Submittal data, hard copy
- O&M manual, hard copy
- Factory set PRV to 15.2 psig
- Blower Warranty 24/30
- Domestic packaging

Drive motor

- Motor 125 HP, 4-pole, NEMA, TEFC, 460 V / 60 Hz, NEMA Premium Efficiency, 444T
- Motor winding RTDs, one per phase - 3 lead PT1000's
- Motor thermostats, one per phase @ 155 deg C
- Insulated non-drive end motor bearing
- Motor Warranty 3-Yr Motor

Instrumentation and Controls

- AERtronic Controls local control panel
- Ethernet IP communication protocol
- 460V Supply Power
- E-stop button

Spare Parts

- 4 spare air filter(s)
- 3 spare belt set(s)
- Set of 2 Delta Lube 06 - 5 gallon(s)
- service accessories kit

Start Up & Services

- 1 trip(s), 2 day(s) total installation inspection, startup, & training
- 1 trip(s), 2 day(s) total on-site functional testing

Freight

AERZEN USA CORPORATION

108 Independence Way

Coatesville, PA 19320

Tel. (610) 380-0244 ♦ Fax. (610) 380-0278



AERZEN

- Estimated Freight to jobsite

AERZEN USA CORPORATION

108 Independence Way

Coatesville, PA 19320

Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

**AERZEN****Pricing****Quantity: 3**

Description		Price Total
1	Quantity (3) Aerzen Blower 2 package as described above	c/o: Todd Rigby of Environmental Technical Sales, Inc.

Price does not include any tax or VAT.

Delivery Terms: CIP Aerzen USA Coatesville, PA**General Terms:** This offer is subject to Aerzen USA Corp. Terms and Conditions of Sale of Goods and Services (AMUSA.02.28.25)**Payment Terms:** Net 30 days, 20% of order value with approved submittals. 75% of order value at shipment. 5% of order value upon startup.**Submittals:** 4-6 weeks after receipt of purchase order**Delivery Time:** presently approximately 24 weeks after technical release by customer.**Warranty:** 24 months after start up, 30 months after delivery, whichever comes first.

*Maintenance must be performed per the Instruction Manual using Aerzen spare parts.

*Equipment not manufactured by Aerzen will carry the manufacturer's standard warranty.

Quote Validity: All prices and lead times quoted are valid for 30 days from the date stated on the quotation.

*Please be advised that the quoted prices are contingent upon current market conditions and may be subject to change. In anticipation of potential new tariffs and/or associated fees on imported products, we reserve the right at any time to adjust our prices accordingly. We will inform you of any changes as soon as they are confirmed.

AERZEN USA CORPORATION

108 Independence Way
Coatesville, PA 19320
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

**AERZEN**

Confidential & Proprietary - this document shall not be distributed to anyone other than the intended recipients.

AERZEN Reference Number: ENV-785982.BID

24-Aug-26

Re: ETEC - Garver Noland Sludge

Thank you for the opportunity to bid the referenced project. The Aerzen scope of supply meets the intent of the plans and specification as well as complying with the requirements for power and flow within the stated margin.

The following comments are for clarification of supplied scope:

Section 43 11 11; Aerzen is providing its standard warranty of 24 months from startup/commissioning or
1.6. 30 months from shipment, whichever occurs first.

Section 43 11 11; No absorption material will be used in the discharge silencer. Aerzen has found that
2.6.C.4.c. absorption material is prone to breaking down over time and may cause problems in downstream processes.

Section 43 11 11; Aerzen is providing an accoustical enclosure that guarantees a sound level of 77 DBA
2.6.C.9. or less in the free field

Section 43 11 11; Aerzen is supplying its standard integrated full-bore flapper style check valve in each
2.6.C.11. blower package, suitable for lower pressure drop, simplified maintenance, and elimination of spring fatigue issues.

Section 43 11 11; Field instrumentation required for pressure monitoring will be provided as transmitters
2.6.C.12. to interface with the Aertronic control panel, in lieu of standalone mechanical gauges. All monitoring, alarm, and shutdown functions are handled through the control panel system.

Section 43 11 11; Field instrumentation required for pressure and temperature monitoring will be provided
2.7.B.1.a. & b. as transmitters to interface with the Aertronic control panel, in lieu of standalone mechanical gauges. All monitoring, alarm, and shutdown functions are handled through the control panel system.

Section 43 11 11; Aerzen GM90S blower packages utilize a shaft-driven cooling fan within the enclosure
2.7.C. that is suitable for enclosure cooling.

Section 43 11 11; Aerzen GM90S blower packages utilize splash lubrication and do not incorporate
2.8.B.3. replaceable lubrication oil filters; therefore spare oil filters are not applicable. Aerzen GM90S blower packages utilize a blower shaft-driven enclosure cooling fan and do not utilize a separately powered enclosure fan; therefore spare enclosure fans are not applicable. Aerzen is supplying the blower packages with the AERtronic controller which provides package monitoring, alarm, and shutdown functions; therefore additional spare temperature switches are not required and are not included in Aerzen's scope of supply.

Aerzen USA Corp. Terms and Conditions of Sale of Goods and Services

Aerzen USA Corp. ("Aerzen") agrees to provide goods and (if included on the Purchase Contract) services to the buyer ("Buyer") under the purchase contract, which consists of the purchase order and the purchase order acknowledgement (the "Purchase Contract"), to which these Terms and Conditions are attached on the following terms and conditions. Any alteration of these terms and conditions shall have no force or effect unless agreed to in writing by an officer of Aerzen or such other authorized signatory of Aerzen as designated in writing by Aerzen. These Terms and Conditions prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted any purchase order, purchase contract, or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions. The Purchase Contract and these Terms and Conditions are sometimes referred to as the "Agreement".

1. GENERAL PROVISIONS

1.1 Entire Agreement: The Agreement constitutes the entire agreement between Aerzen and Buyer with respect to the sale of Goods and Services pursuant to the Purchase Contract, and supersedes all prior agreements, understandings, and communications, whether written or oral, relating to the subject matter hereof. A failure by either Aerzen or Buyer to enforce any rights under these Terms and Conditions shall not be deemed to constitute a waiver of those or any other rights under these Terms and Conditions. No condition stated by Buyer shall be binding upon Aerzen if in conflict with, inconsistent with, or in addition to these Terms and Conditions, unless expressly accepted in a writing signed by Aerzen. If there is any conflict or differences in any terms or conditions presented by Buyer and these Terms and Conditions, these Terms and Conditions shall govern.

1.2 Severability: If any provision of the Agreement is found to be invalid, illegal, unenforceable, or in violation of any law or regulation, such invalidity, illegality, unenforceability, or violation shall not affect any other term or provision of the Agreement, and the remaining provisions shall continue in full force and effect.

1.3 Assignment: Buyer may not assign or transfer its rights or obligations under the Agreement without the prior written consent of Aerzen.

1.4 Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered or certified mail, sent by recognized courier service, or sent by email to the addresses specified in the Purchase Contract or as otherwise provided in writing by the recipient. Notices shall be effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure of the recipient to provide reasonable means for accomplishing delivery.

1.5 Confidentiality: "Confidential Information" means any non-public information disclosed by Aerzen to Buyer that is marked as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Buyer agrees that Buyer will keep all Confidential Information confidential. Confidential Information shall remain the exclusive property of Aerzen. Buyer shall not reproduce or disclose any Confidential Information without prior written consent of Aerzen.

1.6 Governing Law and Jurisdiction: The Agreement and the sale of equipment, materials, and other products ("Goods") and any services ("Services") pursuant thereto, and the respective rights and obligations of Aerzen and Buyer with regard thereto shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of law thereof.

1.7 Dispute Resolution: In the event of any dispute arising out of or relating to the Agreement and the sale of Goods and any Services pursuant thereto, Aerzen and Buyer shall first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiation within 30 days, either Aerzen or Buyer may request that the dispute be submitted to non-binding mediation facilitated by a neutral third-party mediator agreed upon by both parties. If mediation is unsuccessful or not pursued, any unresolved disputes shall be finally settled by arbitration conducted in Coatesville, Pennsylvania, in accordance with the Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The language of the arbitration shall be English. If mediation or arbitration is not successful, the parties may pursue any and all legal or equitable remedies available to them. Any disputes arising under or in connection with the Agreement and the sale of Goods and any Services pursuant thereto, if not resolved pursuant to the foregoing, shall be subject to the exclusive jurisdiction of the courts located in Chester County, Pennsylvania.

1.8 Force Majeure: Aerzen shall not be liable in any way for any default or delay with respect to the sale of Goods or Services due to contingencies beyond its control, including, but not limited to, war, restraints affecting shipping, delivery of materials, or credit as a result of war or war restrictions, non-arrival, delay or failure to procure materials as a result of war or war restrictions, rationing of fuel, strike, lockout, fire, bombing, terrorism, accident, flood, drought, pandemic, cyber-attack, and any other contingency affecting such party, its suppliers, or subcontractors.

1.9 Waiver of Subrogation: Each of Aerzen and Buyer hereby waives any and all rights of recovery, claim, action, or cause of action against the other party, its officers, directors, employees, agents, successors, and assigns, for any loss, damage, or liability covered by insurance maintained by such party, to the extent that such loss, damage, or liability is covered by such insurance, regardless of the cause of such loss,

damage, or liability, including but not limited to negligence of the other party, its officers, directors, employees, agents, successors, and assigns. Each of Aerzen and Buyer agrees to obtain from its insurance carrier a provision that the insurance carrier waives its right of subrogation against the other party in connection with any loss, damage, or liability covered by such insurance. This mutual waiver of subrogation shall be effective regardless of whether the party seeking recovery has actually received proceeds under any insurance policy for the loss, damage, or liability suffered. Each of Aerzen and Buyer agrees to include this mutual waiver of subrogation provision in all applicable insurance policies and to take all necessary steps to ensure that its insurance carrier is bound by the terms of this waiver. This waiver shall survive the termination or expiration of the Agreement and shall be binding upon and inure to the benefit of Aerzen and Buyer, and their respective successors and assigns.

1.10 General Limitation of Liability: In no event shall Aerzen be liable to Buyer, Buyer's customers, or any third party for special, indirect, incidental, consequential, or punitive damages, or expenses incurred, whether arising from breach of contract, warranty, negligence, strict liability in tort, or other theories of law or equity. Such damages and expenses include, but are not limited to, liquidated damages, loss of profits or revenue, loss of use, cost of capital, cost of substitutes, downtime, service interruption, or any other type of economic loss. This limitation of liability shall apply regardless of the cause of action and regardless of whether such damages or expenses were foreseeable or arise directly or indirectly from the performance or non-performance of obligations under the Agreement or the sale of Goods and Services thereunder. By agreeing to this limitation of liability, Buyer acknowledges and accepts the allocation of risk set forth in this Section 1.10, and this provision shall survive the termination or expiration of the Agreement.

1.11 Cyber Security: Buyer warrants to Aerzen: (a) Buyer has established and adheres to cyber security standards and processes during all equipment and product development and testing procedures, (b). Without limiting any other rights Aerzen and Buyer may have under the Agreement, If any of Buyer's software and related electronic documentation contains any computer code that would cause a product vulnerability, unauthorized access, loss of functions, malware intrusion, or any other compromise to confidentiality, integrity, or availability, and such virus or other contaminant is brought into Aerzen's computer environment by or through Buyer, Buyer shall reimburse Aerzen for all labor and material costs (whether internal or third party) incurred by Aerzen to identify, contain, and correct the effects thereof.

2. SALE OF GOODS AND SERVICES

2.1 Orders: All Purchase Contracts are subject to acceptance and approval by Aerzen's credit department and are not binding until and unless so approved and accepted. Written acknowledgement of a Purchase Contract shall constitute acceptance and will thereby be a binding contract which cannot be modified or cancelled by Buyer without written consent of Aerzen. Buyer is responsible for providing clear, accurate, and complete data during the quotation phase. If required information for project completion is missing or additional documents or requirements are submitted to Aerzen with the purchase order that were not previously reviewed and included in the scope of work, the project start date will be adjusted to the date of technical clarification rather than the date of Purchase Contract acceptance. In such cases, all agreed lead times for equipment and documentation will be calculated as weeks after technical clarification rather than from the date of Purchase Contract acceptance. All Buyer-provided documents, including but not limited to purchase orders, commercial documents, technical specifications, and markups of Aerzen documents, must be submitted electronically in a text-searchable format.

2.2 Prices and Payments: All prices are quoted and payable in U.S. dollars, unless otherwise noted. Quoted prices shall remain valid for 30 days unless Aerzen notifies Buyer of a change in a quoted price prior to the end of such 30-day period. Aerzen reserves the right to restrict or modify the terms of payment or to require payment prior to shipment if, in Aerzen's opinion, Buyer's financial condition or other circumstances do not warrant shipment on the terms originally specified in the Agreement. Unless expressly agreed to in writing, pending satisfactory credit review, Aerzen standard payment terms are: (a) For Purchase Contracts totaling less than \$100,000, the payment terms shall be Net 30 days from date of shipment, with no retainage held. (b) For Purchase Contracts totaling \$100,000 or more, the following terms shall apply, assuming satisfactory credit review by Aerzen: 20% of the Purchase Contract value from date of the accepted Purchase Contract; 30% of the Purchase Contract value upon release for production; and 50% of the Purchase Contract value at readiness to ship, with no retainage held. (c) All invoices are to be paid Net 30 days. (d) In those cases where progress payments are required, all work by Aerzen for Buyer will cease, in the sole discretion of Aerzen, if payment is not received in accordance with the payment schedule. (e) Payment retention will not be allowed. In the instance where an invoice is disputed, all undisputed portions remain payable within Net 30 days terms. (f) Interest at the rate of 1.5% per month or at the highest rate allowed by law, whichever is less, shall be charged to all overdue accounts. Buyer will reimburse Aerzen for all costs and expenses (including attorney's fees and the costs of bringing any action) incurred in collecting any amounts past due. Buyer agrees to reimburse Aerzen for all reasonable travel and out-of-pocket expenses incurred by Aerzen in connection with the performance of the Services. Failure to make payments as required under this Agreement may result in suspension or revocation of warranty coverage as described in Section 2.8.

2.3 Taxes: The prices quoted do not include any taxes. Any sales tax, use tax, excise tax, goods and service tax (GST), value added tax (VAT), customs tax, or other tax of any nature whatsoever imposed by any government authority on the transaction between Aerzen and Buyer (plus interest and penalties thereon, if any) shall be paid by Buyer, in addition to the prices quoted and invoiced. If Aerzen is required to pay any such taxes, Buyer shall reimburse Aerzen on demand for the full amount so paid by Aerzen. At the time of a Purchase Contract, Buyer shall provide Aerzen with any tax exemption certificates or other documents acceptable to the taxing or customs authorities.

2.4 Liability: Aerzen's liability with respect to the Goods and Services sold pursuant to the Agreement shall be limited to the warranties provided in Section 2.8 of these Terms and Conditions and shall be limited to the price of the Goods and Services sold pursuant to the Purchase Contract.

2.5 Shipping or Service Date: Scheduled or anticipated shipping and performance dates are estimates and not a guarantee of a particular date of shipment of Goods or performance of any Services. If any portion of the work under the order is delayed due to the Buyer, for any reason, including but not limited to late return of approval documents, Aerzen is entitled to a schedule change that reflects the actual impact of the delay.

2.6 Delivery of Goods and Risk of Loss; Performance of Services:

a. Title and Risk of Loss: All Goods will be delivered EXW Aerzen, Coatesville, Pennsylvania, or such other location agreed by Aerzen and Buyer in writing (the "Delivery Point"). Title and risk of loss shall pass to Buyer upon delivery of the Goods to the Delivery Point. In no event shall Aerzen be liable for any delay in delivery or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of Aerzen.

b. Shipping Expenses: Unless otherwise specified in the Purchase Contract, all shipping expenses shall be pre-paid by Aerzen and subsequently added to the invoice. Buyer agrees to reimburse Aerzen for these shipping expenses as part of the total invoice amount.

c. Acceptance of Goods and Services: Buyer shall inspect all Goods or Services promptly upon receipt. All claims by Buyer, except only those provided for under warranty clauses specifically set forth in these Terms and Conditions, must be asserted in writing by Buyer within 5 days after receipt of the Goods or completion of the Services, or such claims are waived by Buyer.

d. Delays by Buyer: If Goods cannot be shipped to Buyer, or Buyer is not prepared for scheduled Service, when ready due to any cause not attributable to Aerzen, upon notice to Buyer, Aerzen may ship such Goods to storage. If such Goods are placed in storage, including storage at the facility where manufactured, the following conditions shall apply: (i) all risk of loss or damage shall thereupon pass to Buyer; (ii) title shall transfer to Buyer; (iii) any amounts otherwise payable to Aerzen upon delivery shall be payable upon presentation of Aerzen's invoice; (iv) the Goods shall be deemed as shipped and the warranty time period shall commence; (v) all expenses incurred by Aerzen, such as preparation for and placement into storage, handling, inspection, preservation, insurance, storage and removal charges, and any taxes shall be payable by Buyer; and (vi) when conditions permit and upon payment of all amounts due pursuant to the Agreement, Aerzen shall resume delivery of Goods to the originally agreed point of delivery.

e. Delays in Inspection: If Goods cannot be shipped to Buyer when ready due to delay of Buyer's in-person inspection, upon notice to Buyer, such delay shall constitute a waiver of Buyer's rights of in-person inspection and rejection and an acceptance by Buyer of an inspection report, as determined and compiled at Aerzen's sole discretion. Such acceptance shall be in addition to the remedies for delays by Buyer outlined in these Terms and Conditions.

f. Partial Shipment: Partial shipment of Goods ordered pursuant to a Purchase Contract will not be made without Buyer's knowledge or consent. If a complete shipment cannot be made by the required date, Aerzen will promptly notify Buyer thereof. If partial shipment with Buyer's consent is made, excess freight charges, if any, will be billed to Buyer.

g. On-Site Technical Assistance: With respect to the Services, Buyer shall (i) cooperate with Aerzen in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Aerzen, for the purposes of performing the Services, (ii) supply all required assistance including but not limited to lifting devices, repair room and facilities, standard tools, electric, air, and other utilities required, scaffolding, lighting, and weather protection facilities, as required, or as requested by Aerzen, to safely carry out the work. Aerzen shall supply all specialty tools and such tools shall remain the property of Aerzen, (iii) respond promptly to any Aerzen request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Aerzen to perform Services in accordance with the requirements of this Agreement, and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

h. Performance Dates: Aerzen shall use reasonable efforts to meet any performance dates to render the Services specified in the Purchase Contract, and any such dates shall be estimates only.

2.7 Cancellation, Postponement, or Change Orders:

a. Buyer-Initiated Cancellation, Postponement, or Changes: Purchase Contracts are not subject to Buyer's cancellation, postponement, or change in specifications, shipping schedules, or other conditions originally agreed upon without Aerzen's written consent and then only upon agreement to compensate Aerzen for any or all losses caused by such cancellation, postponement, or changes. Cancellation charges of between 20% and 100% of the total price of the Purchase Contract will be invoiced, as determined at Aerzen's sole discretion, depending on the status of completion plus Aerzen's non-recoverable costs attributed to Buyer's order. Service orders may be subject to cancellation fees for purchased airfare or booking fees, should fees be imposed upon Aerzen due to Buyer's cancellation, postponement, or change in specifications, service schedule, or other conditions originally agreed. If Aerzen's manufacturing is delayed or postponed because of the actions or omissions of Buyer, Aerzen shall be entitled to an equitable price adjustment. If Buyer's delay extends for more than 90 days and Aerzen and Buyer have not agreed upon a revised basis for continuing the work at the end of the delay, including adjustment of the price, then upon written notice, Aerzen may terminate the Purchase Contract, whereupon Buyer shall promptly pay Aerzen its cancellation charges as described herein.

b. Change Order Requests and Project Holds: Upon receipt of a change request from Buyer, including but not limited to a change in equipment design, schedule, cost, or quality, Aerzen may, at its sole discretion, place on hold all work related to any part of the order that may be impacted by the change. Aerzen will inform Buyer of the amount of hold time needed to review the change request. Upon completion of review, Aerzen will inform Buyer of the cost or schedule impact of Buyer's change request. Buyer must then (i) issue a change order reflecting the cost and schedule impact, or (ii) withdraw the change request. The project schedule impact will be equal to or greater than the amount of time that the work under the order was on hold.

c. Termination for Cause: Aerzen may terminate the Purchase Contract without liability to Buyer if (i) Buyer shall breach the Agreement and shall fail to cure such breach within 5 business days after written notice from Aerzen; (ii) Buyer shall become insolvent; (iii) a petition under the Bankruptcy Act or any other insolvency law shall be filed by or against Buyer; (iv) Buyer shall make assignment for the benefit of creditors; (v) Buyer shall fail to make timely payment of any obligation owed by it to Aerzen; or (vi) if Aerzen reasonably believes that Buyer is unable to make full and prompt payment as required under the Agreement. Buyer agrees that Buyer shall, no later than 30 days following the effective date of termination of this Agreement, pay all monies owed to Aerzen pursuant to the Agreement regardless of any terms of payment that may have otherwise been granted to Buyer by Aerzen. Aerzen shall not by reason of its termination of this Agreement in accordance with the terms hereof, be liable to Buyer for compensation or reimbursement of any damages on account of loss of profits or prospective profits on anticipated sales, or on commitments in connection with the business or goodwill of Buyer or otherwise or for direct, indirect, punitive, special, consequential, or liquidated damages.

2.8 Limited Warranty: Unless otherwise stated in the Purchase Contract, Aerzen warrants i) new equipment will be free from defect in materials and workmanship for 24 months from the date of start-up, but not to exceed 30 months from the date of readiness to ship; ii) repairs, advanced exchanges, and Aerzen factory spare parts will be free from defect in materials and workmanship for 12 months from the date of shipment; iii) factory new rotating assemblies will be free from defect in material and workmanship for 24 months from shipment. Unless otherwise stated in the Purchase Contract, Aerzen further warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Aerzen reserves the right to suspend or revoke warranty coverage if Buyer fails to make payments as required under the Agreement. Equipment (including accessories, components, and parts thereof) furnished by Aerzen but manufactured by others is not warranted by Aerzen and such equipment shall carry the warranty (if any) which the manufacturer has conveyed to Aerzen to the extent it can be passed on to Buyer. Aerzen shall, upon prompt written notice by Buyer, correct such non-conformities, at Aerzen's sole option, by either repair or replacement. All such defective Goods shall follow the Aerzen RMA policy and be sent at Buyer's expense directly to Aerzen at 108 Independence Way, Coatesville, Pennsylvania, USA, 19320 or an Aerzen Authorized Service Center, as directed by Aerzen. Shipment of repaired or replacement Goods resulting from a valid warranty claim will be at Aerzen's expense; all other shipments, including those for non-warranty repairs or replacements, shall be at Buyer's expense. Aerzen warrants any equipment repaired or replaced pursuant to the above warranty to be free from defects in materials and workmanship for the longer of: (a) a period of 90 days from the date of shipment of such repaired or replaced equipment or (b) the period remaining on the warranty. Goods must be commissioned and maintained per Aerzen's Operations and Maintenance manual, including proper documentation in a reasonable amount of detail, at Aerzen's sole discretion, to enable evaluation of any warranty claim and for the warranty to remain valid. With respect to any Services subject to a claim under the warranty set forth in this Limited Warranty, Aerzen shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION, CONDITION OR WARRANTY, INCLUDING, BUT NOT LIMITED TO, STATEMENTS OF CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE, WHETHER MADE BY AERZEN OR AERZEN'S EMPLOYEES OR REPRESENTATIVE PERSONNEL, SHALL BE CONSIDERED TO BE A WARRANTY BY AERZEN FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF AERZEN WHATSOEVER AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY DISCLAIMED BY AERZEN AND EXCLUDED FROM ANY CONTRACT RESULTING OR ARISING FROM OR OTHERWISE EVIDENCED BY THESE TERMS AND CONDITIONS.

Failure to notify Aerzen in writing within 5 days after Buyer discovered, or ought to have discovered, any defective or non-conforming Goods or Services or any unsatisfactory operation or installation shall terminate the warranties set forth above. The above warranties do not apply to Goods which are (a) repaired, modified, or altered by any party other than Aerzen or Aerzen's Authorized Service Center; (b) subjected to unusual physical, thermal, or electrical stresses, corrosion or erosion, improper installation, improper grounding, improper maintenance, lack of lubrication, misuse, abuse, accident or negligence in use, use contrary to any instructions issued by Aerzen, improper testing, installation, storage, transportation, repair, maintenance, or handling; (c) considered a consumable item or an item requiring repair or replacement due to normal wear and tear; or (d) subject to non-standard repairs, including but not limited to rotor shaft work or metalizing. AERZEN SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE UNDER THIS CONTRACT WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND IN NO CASE SHALL AERZEN'S LIABILITY EXCEED THE PRICE OF THE NONCONFORMING GOODS OR SERVICES.

2.9 Nonconforming Goods: Any rejection of nonconforming Goods must be made by Buyer within 5 business days after delivery and Buyer must give written notice, including a description of the alleged nonconformity, to Aerzen within that period. Upon receipt of such notification, Aerzen will arrange for the return of the Goods, at Aerzen's expense. If the nonconformity is confirmed, Aerzen will ship conforming Goods to Buyer at Aerzen's expense. If the Goods are found to be conforming, they will be returned to Buyer at Buyer's expense, and Buyer will reimburse Aerzen, on demand, for the initial return shipping costs and any other costs associated with the inspection of the Goods.

2.10 Returns and Repairs: For returns and repairs, Buyer must contact Aerzen's customer support for shipping instructions and obtain a Return Material Authorization ("RMA"). Buyer must ship Goods to be returned or repaired in original packaging or equivalent, with the RMA clearly marked on the outside of the package, freight prepaid. Aerzen is not responsible for any damage occurring in transit or obligated to accept products returned without an RMA. Buyer bears all risk of loss or damage to the returned product until delivery at Aerzen's designated facility. Unauthorized returns or returns of non-eligible items may be reshipped by Aerzen freight collect to Buyer. The RMA supersedes any implied return authorization whether oral or in writing that does not include an RMA.

2.11 Returns for Credit: No returns for credit will be accepted unless Aerzen's written permission has been obtained in each case in advance. All authorized returns are subject to a restocking fee of no less than 15%, at Aerzen's sole discretion. This fee will be deducted from the credit issued to Buyer. The following items are not eligible for return under any circumstances: (i) Electrical parts including but not limited to motors, Human-Machine Interfaces (HMI's), modules, transducers; (ii) Bare shaft rotating assemblies; (iii) Belts; (iv) Oil; (v) Filters, including but not limited to Oil and Air filters.

2.12 Restrictions On Hiring Aerzen Employees: During the term of service and for one year thereafter, Buyer shall not directly or indirectly solicit, hire, or employ any individual employed by Aerzen who has provided on-site services to Buyer. This restriction applies to offers originating from Buyer or any entity affiliated with Buyer. Buyer acknowledges that such actions could harm Aerzen's business interests and agrees to abide by this provision to avoid potential conflicts of interest.

2.13 Insurance: At all times while Aerzen employees or contractors are performing services on-site, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 per occurrence, with financially sound and reputable insurers. Upon Aerzen's request, Buyer shall provide Aerzen with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in this Section 2.13. The certificate of insurance shall name Aerzen as an additional insured. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Aerzen's insurers and Aerzen.

2.14 Data Use: The Goods may include data monitoring services. The data received by Aerzen may be used by Aerzen and certain third-party distributors and contractors for the sole purposes of increasing overall customer service and determining claims of warrantability. Aerzen will use commercially reasonable efforts to ensure that Buyer's data is kept confidential. Buyer may request discontinuance of data monitoring service at any time, subject to waiver of all and any remaining warranties.

2.15 Import And Export Control Requirements: Buyer represents and warrants to Aerzen that Buyer is familiar with, and will comply in all respects with United States export laws, regulations, and administrative requirements applicable to Buyer's purchase of the Goods, including, without limitation, the International Traffic in Arms Regulations ("ITAR"); the United States Foreign Corrupt Practices Act ("FCPA"); the Organization for Economic Co-operation and Development ("OECD") Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the Export Administration Regulations ("EAR"); the Foreign Trade Regulations ("FTR"); and the laws, regulations, and orders issued or administered by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"), and Internal Revenue Service ("IRS") in relation to export control, antiboycott, or trade sanctions matters. Buyer will comply with any reasonable requests made by Aerzen for information that enables Aerzen to comply with third-party payments, including, without limitation, the Foreign Account Tax Compliance Act ("FATCA"). Buyer shall be responsible for obtaining any required United States government authorizations, including, without limitation, export licenses or exemption authorizations applicable to Buyer's purchase of the Goods. Upon request, Buyer shall promptly furnish evidence satisfactory to Aerzen of compliance with any of the laws, regulations, and administrative requirements referenced above. Buyer shall provide Aerzen the Export Control Classification Number ("ECCN"), including any applicable subparagraph number from the EAR, or the United States Munitions List ("USML") Category from the ITAR, applicable to any United States origin product, software, or technology, or the direct product thereof, to be provided by Buyer in support of the purchase of the Goods by Buyer. Buyer shall promptly notify Aerzen in writing of any future changes in the ECCN or USML Category applicable to the same, including any jurisdictional changes between the EAR and ITAR.

2.16 Export Control and Foreign Trade Law:

a. Export Control Restrictions: Aerzen may refuse to fulfil its obligations insofar as fulfilment is prohibited or impaired by applicable national or foreign trade laws or regulations, including but not limited to export control laws, customs regulations, and economic sanctions ("Applicable Foreign Trade Law"). This includes restrictions imposed by the United States government, such as those administered by the U.S. Department of Commerce (Bureau of Industry and Security), the U.S. Department of State (Directorate of Defense Trade Controls), and the

U.S. Department of the Treasury (Office of Foreign Assets Control), as well as any applicable laws of other jurisdictions. If a required export license is denied or Applicable Foreign Trade Law prohibits or restricts the contract or its fulfillment, Aerzen shall be entitled to terminate the Agreement without notice or to rescind the Agreement. In the event of recession, Aerzen shall be entitled to deduct from any advance payment made by the Buyer its incurred costs. In the event of suspension, Aerzen shall be entitled to deduct from any advance payment all suspension related costs. If sanctions or restrictions are imposed on the Buyer after the conclusion of the Agreement, Aerzen is entitled and may be required to retain any remaining part of the advance payment for the duration of such sanctions. Neither a delay, termination, nor rescission under this clause shall entitle the Buyer to claim damages. Additionally, Aerzen shall not be obligated to perform under the Agreement if the Buyer is listed on any U.S. government restricted party lists, including but not limited to the Specially Designated Nationals (SDN) List, Entity List, Denied Persons List, or the System for Award Management (SAM) exclusion list.

b. Buyer Obligation to Cooperate: Buyer shall support Aerzen in obtaining all information and documents necessary to abide by the Applicable Foreign Trade Law. Such obligations may include, but are not limited to, providing accurate and timely information regarding the end customer, final destination, intended use of the Goods, Services or technical information to be provided, and any existing export control restrictions. This includes cooperation with Aerzen's obligations under U.S. export control laws and sanctions regulations, including those administered by the U.S. Department of Commerce (BIS), the U.S. Department of State (DDTC), and the U.S. Department of the Treasury (OFAC).

c. Regulatory Delays: If the fulfillment of contractual obligations is delayed due to licensing requirements, governmental confirmations, or similar procedures or requirements under Applicable Foreign Trade Law, including those imposed by U.S. authorities, the time of performance of such contractual obligations shall be extended accordingly. Such delays shall not constitute a breach of contract, and Aerzen shall not be liable for any resulting damages or penalties.

