
PROFESSIONAL SERVICES AGREEMENT

**Flow Monitoring Study 2025
Tontitown, Arkansas**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter the "Agreement") made as of this ____ day of _____, 2025, by and between the City of Tontitown, Arkansas, a Municipal Corporation (hereinafter the "City"), and **TREKK DESIGN GROUP, LLC** (hereinafter the "Consultant").

WHEREAS, the City is in need of professional assistance in a technical field to prepare plans and specifications for the 2025 Flow Monitoring Study Project more fully described on Exhibit A attached hereto (hereinafter the "Project");

WHEREAS, the Consultant represents that it has sufficient experience and qualified personnel to perform, and the City desires the Consultant to perform, the professional services more fully described on Exhibit A attached hereto; and

WHEREAS, the City has determined, based upon information provided by the Consultant that Consultant is qualified to provide the professional services described herein.

NOW, THEREFORE, the City and the Consultant, in consideration of their mutual covenants herein, agree in respect to the performance of professional services by the Consultant and the payment for those services by the City as set forth below.

ARTICLE I
Scope of Services

The Consultant shall provide for the City professional services listed in attached Exhibit A, "Scope of Services."

It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that the City may initiate deletions, modification or changes to the Services by advising the Consultant in writing of the change believed to be necessary. As soon thereafter as practicable, Consultant shall prepare a cost estimate of the change and shall inform the City of the adjustment in the compensation due Consultant under Article II applicable to such requested change. City shall then advise Consultant in writing of its approval or disapproval of the change. If City approves the change, a written contract amendment shall be executed by both parties and Consultant shall perform the services as changed and the adjustment in Consultant's compensation and/or the completion date set forth in the executed contract amendment shall become effective.

ARTICLE II

Compensation

The City shall the pay the Consultant for services performed as outlined in Article I as set forth on Exhibit B attached hereto.

ARTICLE III

Schedule

The Consultant agrees to complete the services outlined in Article I within a time frame as lined out in Exhibit C. In absence of written directions to the contrary, receipt of the executed Agreement shall be the Consultant's Notice to Proceed. The contract time includes reasonable review time by the City, and any other applicable governmental agencies.

Solely at the discretion of the City, an extension in time may be granted to the Consultant for delays determined by the City as unavoidable. Consultant may request extension of time stating fully the reasons for such request. Extensions for unavoidable delays shall be made in accordance with Article VI, Section 5.3 herein.

ARTICLE IV

City's Responsibilities

City shall perform the following in a timely manner so as not to unreasonably delay the services of the Consultant:

1. Provide design objectives and constraints, capacity and performance requirements, and budgetary limitations for the Project;
2. Furnish reports, plans and surveys in its possession that pertain to the Project. Except for reports and surveys prepared specifically for this Project, the Consultant shall have an obligation to independently verify the information contained in reports, plans, surveys and maps, which are furnished by the City. City shall notify Consultant of any known material errors or omissions in the information provided;
3. Arrange for access to enter upon public and private property as required for Consultant to perform services under this Agreement;
4. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by Consultant, obtain advice of attorney, insurance counselor and other consultant as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant;
5. Sign and submit permits required by other local, state, and federal agencies;
6. Advertise the Project for construction bids, distribute bidding documents, and receive and open construction bids; and
7. Identify, in writing, a primary point of contact through whom all communications to the Consultant shall be issued.

ARTICLE V
Consultant's Responsibilities

In addition to the basic services identified in Article I "Scope of Services" the Consultant shall do the following:

1. Comply with local, state and federal rules, regulations and laws pertaining to this Agreement that are applicable at the time the Consultant designs the Project, regardless of whether such requirements are specifically referred to in this Agreement. Consultant shall protect and indemnify the City and its officers and agents against any claims or liability to the extent caused by any violation of the same;
2. Submit interim drafts and coordinate and attend draft review meetings as needed to meet Project requirements and City's design standards, and prepare final plans and specifications as required in Exhibit B, "Compensation;"
3. Immediately upon expiration or termination of the Agreement, return to the City all of the studies, maps, and other data furnished to the Consultant by the City pursuant to this Agreement;
4. To the greatest extent permitted by law, indemnify and hold harmless the City, its elected officials, officers, employees, , from damages, losses and expenses, including reasonable attorneys' fees, to the extent resulting from the performance of Consultant's services, but only to the extent the damage, loss, or expense is caused by the negligent or intentional act, error or omission of the Consultant, its sub consultants, anyone employed or retained by any of them, or anyone for whose acts any of them may be liable
5. Maintain throughout the duration of this Agreement insurance in the following minimum amounts:

(a) Workers' Compensation and Employers' Liability

Worker's Compensation	Statutory
Employers' Liability	\$1,000,000 each employee
	\$1,000,000 each accident
	\$1,000,000 policy limit

(b) Comprehensive Automobile Liability

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each accident
Property Damage	\$1,000,000 each occurrence

(c) Comprehensive General Liability

Bodily Injury	\$2,000,000 each person
	\$2,000,000 each accident
Property Damage	\$2,000,000 each occurrence

(d) Professional Liability Insurance

\$2,000,000 per claim
\$2,000,000 annual aggregate

Consultant shall provide City with certification thereof upon request. All general liability and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed by the City in writing. All insurance carriers must be licensed to do business in the State of Arkansas; carry a Best's policyholder rating of "A" or better and/or that is acceptable to the City. Consultant shall provide City with a certificate of insurance showing such coverage and naming the City as an additional insured. In the event such insurance coverage is canceled, the City shall be notified immediately;

6. Employ persons qualified to efficiently perform the obligations and duties of the Consultant under this Agreement. If the City shall so direct, the Consultant shall remove from the Project any engineer, architect, surveyor, appraiser or other person employed by the Consultant in connection with the work;
7. Furnish right-of-way and easement descriptions for negotiations, eminent domain proceedings, and maps and sketches as required by City; and
8. Notify the City in writing in accordance with Article I of any changes in services, fees or schedules.

ARTICLE VI

Miscellaneous

1. Controlling law. This Agreement is to be governed by the laws of the State of Missouri.
2. Assignment. None of the obligations of the Consultant under this Agreement shall be assigned without the approval in writing of the City.
3. Binding on Successors. This Agreement is binding upon and fully enforceable against the successors and assigns of the Consultant, whether or not consented to by the City.
4. Reuse of Information. Consultant shall retain ownership of information, including reports, surveys, designs, presentation graphics and creative products, furnished under this Agreement. Provided, however, City's right of reuse shall be unlimited in frequency and quantity and may be for completion of the Project, an extension of the Project by parties other than the Consultant, or for uses unrelated to the Project. When information is subject to third party royalties or license agreements, City shall pay such royalties and license fees associated with the reuse of the documents. City's reuse of the information without verification or adaptation by the Consultant shall be at the City's sole risk without liability or legal exposure to the Consultant. No additional compensation shall be due the Consultant for City's reuse of the information.
5. Termination for Default.

5.1 Default:

If the Consultant refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the City may notify the Consultant in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Consultant's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

5.2 Compensation:

The City shall pay the Consultant the costs and expenses and reasonable profit for services performed by the Consultant prior to receipt of the notice of termination; however, the City may withhold from amounts due the Consultant such sums as the City deems to be necessary to protect the City against loss caused by the Consultant because of the default.

5.3 Excuse for Nonperformance or Delayed Performance:

Except with respect to defaults of subcontractors, the Consultant shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Consultant has notified the City within 30 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City or any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of the causes set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the terms of the Agreement. Upon request of the Consultant, the City shall ascertain the facts and extent of such failure, and, if the City determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Consultant's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience."

5.4 Erroneous Termination for Default:

If, after notice of termination of the Consultant's right to proceed under the provisions of this Section, it is determined for any reason that the Consultant was not in default under the provisions of this Section, or that the delay was excusable under the provision of Subsection 5.3, and both the City and the Consultant agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. Otherwise, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Section entitled "Termination for Convenience."

6. Termination for Convenience.

6.1 Termination:

The City may, when the interests of the City so require, terminate this Agreement in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Consultant specifying the part of the Agreement terminated and when termination becomes effective.

6.2 Consultant's Obligations:

The Consultant shall incur no further obligations in connection with the terminated services and on the date set in the notice of termination the Consultant will stop work to the extent specified.

6.3 Compensation:

The City shall pay the Consultant the following amounts:

- (a) All costs and expenses incurred by the Consultant for work accepted by the City prior to the Consultant's receipt of the notice of termination, plus a reasonable profit for said work.
- (b) All costs and expenses incurred by the Consultant for work not yet accepted by the City but performed by the Consultant prior to receipt of the notice of termination, plus a reasonable profit for said work.
- (c) Anticipatory profit for work and service not performed by the Consultant shall not be allowed or paid under any circumstances.

7. Disputes.

7.1 The City and Consultant agree that disputes relative to the Project or this Agreement should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis of the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, the Consultant shall proceed with its services under this Agreement as though no dispute exists; and provided further, that no arbitration proceedings shall be initiated by Consultant without the prior written consent of the City.

8. Representations.

The Consultant states that:

8.1 The price submitted and the costs comprising same are independently arrived at without collusion.

8.2 The Consultant affirms it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person, or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide services to the City within two (2) years preceding the execution of this Agreement.

8.3 The Consultant represents that it has not retained and will not retain a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

9. Equal Employment Opportunity.

During the performance of this Agreement, the Consultant agrees as follows:

9.1 The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Consultant will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but

not be limited, to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

9.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry, and shall include the phrase "equal opportunity employer" or similar phrase approved by Missouri Commission on Human Rights.

9.3 The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

9.4 The Consultant shall assure that it and all subcontractors will comply with this Section 9.

9.5 If the Consultant shall fail, refuse or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the Agreement and such Agreement may be terminated, canceled or suspended, in whole or in part, and the Consultant may be declared ineligible for any further City contract for a period of up to one year. Provided, that if an Agreement is terminated, canceled or suspended for failure to comply with this Section, the Consultant shall have no claims for damages against the City on account of such termination, cancellation or suspension or declaration of ineligibility.

9.6 The Consultant shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment section of this Agreement and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS § 2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS §§ 2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS § 3601 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, and amendments thereto). Such records shall at all times remain open to inspection by an individual designated by the City for such purpose.

9.7 The Consultant, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made part of this Agreement.

10. Independent Contractor.

It is agreed that Consultant is an independent contractor to the City and shall not be considered an employee. Consultant shall be responsible for and pay all taxes and withholdings required by law upon the compensation paid under this Agreement, and shall indemnify and hold harmless the City from liability in connection therewith.

11. Notice.

Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if said notice is personally delivered or sent by First Class mail, postage prepaid, to the party to whom said notice is to be given. Notices delivered in person shall be deemed to be served effective as of the date the notice is delivered. Notices sent by First Class mail shall be deemed to be served seventy-two (72) hours after the date said notice is postmarked to the addressee, postage prepaid.

Until changed by written notice given by one party to the other, notice to the Consultant shall be made at the address set forth following the Consultant's signature block. Notice to the City shall be made as follows:

City of Tontitown, Arkansas
Attn: James Clark - Public Works Director
PO Box 127
Tontitown, Arkansas 72770
Phone: (479) 361-2700

Other correspondences may be sent to:
TREKK Design Group, LLC
Attn: Matthew Ridpath – Project Manager
2137 W. Kingsley – Suite B
Springfield, MO 65807
Phone: (417) 890-9465

12. Phraseology.

In this Agreement, the singular includes the plural, the plural includes the singular and any gender includes the other gender.

13. Descriptive Headings.

The descriptive headings of the provisions of this Agreement are formulated and used for convenience only and shall not be deemed to affect the meaning and construction of any such provision.

14. Amendments.

This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.

15. Invalidity.

In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.

16. Waiver.

The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right or remedy herein contained, should not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force

and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.

17. Merger.

This Agreement and the documents incorporated by reference constitute the entire agreement between the parties with respect to the professional services set forth herein. There are no verbal understandings, agreements, representations or warranties between the parties which are not expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties, both written and oral.

18. Verbal Statements Not Binding.

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all verbal statements of any and every official and/or other representative of the City, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement.

19. Survivorship.

Notwithstanding the termination of this Agreement, Consultant's obligations with respect to indemnification (Article V, Section 4) and insurance (Article V, Section 5), and any other terms and conditions which by their nature should survive termination, shall survive the termination of this Agreement.

ARTICLE VII
Exhibits

The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A. "Scope of Services"
- Exhibit B. "Compensation"
- Exhibit C. "Project Schedule"
- Exhibit D. "Affidavit of Work Authorization"
- Attachment A. "Rate Schedule"
- Attachment B. "Fee Estimate"

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF TONTITOWN, AR

By: _____

Name: _____

Title: _____

Attest:

TREKK Design Group, LLC

By: _____

Kimberly Robinett
Managing Member
1411 E 104th Street
Kansas City, MO 64131

EXHIBIT A

SCOPE OF SERVICES

Project Overview - This project includes a flow monitoring study for the City of Tontitown, AR (City). TREKK Design Group, LLC (Consultant) will provide and install up to eight (8) area/velocity sensors and two (2) rain gauges for a period of 60 days.

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

Task 101 Project Management & Administration Services

Consultant shall provide project management services necessary throughout the project to successfully manage and complete the Project, including project correspondence and consultation with City staff; supervision and coordination of services; assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Prepare and submit monthly invoices and provide a monthly project status report which will accompany the monthly invoice submittal. The monthly project status reports will document work progress, the percentage of completed work, schedule status, and budget status.

Deliverable(s): Monthly Invoices and Project Status Reports.

Task 102 Kick-Off and Deliverables Meetings

Consultant will meet with City staff during an initial “kick-off” meeting. The purpose of the meeting will be to discuss the Consultant’s and City’s project goals and objectives, establish project limits, and procedures.

Objectives of Kickoff Meeting:

- Discuss proposed metering sites.
- Discuss project objectives.
- Discuss next steps and project team.

Deliverable(s): Meeting Materials, Meeting Notes, and Project Schedule.

TASK SERIES 200 - COLLECTION SYSTEM FLOW AND RAINFALL MONITORING

Task 201 Meter Site Assessment

Consultant shall complete six (6) flow meter and two (2) rain gauge site assessments at the locations recommended by the City. Consultant shall complete site assessment forms for each flow monitoring and rain gauge location. Assessment form shall include installation photos, site details – including, but not limited to pipe size, pipe material, manhole depth, evidence of surcharge, flow quality and silt levels. A site assessment of potential flow and rainfall monitoring sites will be evaluated to determine, in general, the most suitable locations based on the following conditions:

- Suitability for Accurate Metering - The accuracy of the open channel flow metering will depend on numerous variables, and it is imperative that they be controlled as much as possible. For this reason, the reconnaissance inspections will be performed to identify the best sites for metering and to minimize such error-causing factors as changes in pipe alignment and size, interruption of channel flow by side inlets and turbulence caused by uneven channels.
- Safety - It is equally important that the proposed sites conform to Engineer’s requirements for safe operating conditions. If the site falls outside of these requirements, alternate sites that are suitable based on safety requirements will be selected upon further consultation with the Engineer.

Task 202 Flow Monitoring Installation, Maintenance, and Removal

Consultant shall provide and install up to eight (8) area/velocity sensors. These units will be initially installed, and the sites calibrated for the base monitoring period. The flow monitor(s) shall be maintained by Consultant. Maintenance shall include the upload and interrogation of all flow data, meter calibration (as needed), monthly velocity profiling, and other diagnostic checks. Flow monitors shall remain in place for a continuous base monitoring period. Upon completion of the base period, Consultant will remove the meter(s) unless it is recommended and approved by the City to keep them in place for additional time. Justification for extended metering will be due to insufficient rainfall, or dry days, during the monitoring period. Compensation for additional flow metering service and calibration shall be at the unit price to be negotiated between the City and Consultant.

Task 203 Rainfall Monitoring Installation, Maintenance, and Removal

Rainfall Monitoring (2 Rain Gauges)

Consultant shall provide and install two (2) rain gauge units. Consultant will install, service, and maintain continuous recording, electronic rain gauge(s) during the same base monitoring period. Proposed locations shall be determined by the Consultant. The gauge(s) will record rainfall to one-hundredths of inch increments. The instruments will be checked and downloaded monthly by Consultant. Consultant shall complete site assessment forms for each rainfall monitoring location.

Task 204 Remote Diagnostic Inspections (RDI)

RDI will be routinely completed throughout the monitoring period to verify meters are working properly and to complete engineered data reliability reviews. Consultant will utilize FlowWorks for RDI review and data viewing. The remote data server will allow reviewers to see the network in real-time and schedule maintenance site visits in order to maximize data uptime and minimize data gaps.

At the end of the monitoring period, flow data will be evaluated, and any necessary data adjustments will be made based on field interrogation data, field notes, and the potential impact of silt and debris at each site. Consultant will prepare an operations report summarizing the reporting period field activities, calibration checks, and any adjustments made to the sites.

The FlowWorks platform will be configured and made available to allow the City to remotely login and view data at all flow and rainfall monitoring locations. Usernames and passwords will be established as requested, for up to five (5) users. All engineering, software development and office technician labor needed to provide accurate and timely data on the platform is included in the unit price provided.

The following will be made available to Client through the platform:

- Processed data following each maintenance visit
- Tabular and graphical data of depth, velocity, flow, rainfall, digital camera pictures
- Scatterplots
- Map of installed sites with status of function
- Ability to export raw and engineered flow data.

TREKK equipment will include remote telemetry units which use cellular technology, however if data connections are lost, meters will be downloaded during next maintenance visit and data uploaded to the platform.

TASK SERIES 300 - DATA DELIVERABLES

Task 301 Flow and Rainfall Data QA/QC, and Processing

At the completion of the flow monitoring period, flow data will be evaluated, and any necessary data adjustments will be made based on calibration data and the potential impact of silt and debris at the site. Hydrographs, level and velocity graphs, and scatterplots will be created for each site. Consultant will prepare an operations report summarizing the reporting period field activities, calibration checks, and any adjustments made to the sites.

Task 302 Project Summary Deliverable and Review Meeting

Following the completion of the 60-day study, Consultant shall summarize the project results into a technical memorandum deliverable. The project summary deliverable shall include general project information, project study area maps, site specific details, project highlights, and an overview of insight observed through the data collected at each metering location.

Consultant shall meet with and City staff following completion of the project summary deliverable in a project summary review meeting.

OPTIONAL FLOW AND RAIN DATA ANALYSIS TASK

TASK SERIES 400 - OPTIONAL FLOW AND RAIN DATA ANALYSIS

Task 401 Flow and Rain Data Analysis

Consultant will evaluate the results of the flow monitoring program as follows: base flow, infiltration (groundwater-induced) and inflow (rainfall-induced) will be determined for the monitoring sites. Relationships between rainfall intensity and peak system flows for the site under non-bypassing conditions and saturated ground conditions will be determined. This is called the “Q vs. I” method of hydraulic analysis and will become the primary method of ranking sites. System curves will be developed for the sites by comparing maximum rainfall intensity “i” expressed in inches/hour and peak system flow “Q” expressed in gallons per minute. Separate curves will be developed for both inflow and rainfall-induced infiltration, including projected flow hydrographs for the design storm events.

Task 402 Data Analysis Technical Memorandum

Consultant will complete a data analysis technical memorandum including data tables, graphs, and findings from flow and rain data analysis.

End of Scope

EXHIBIT B

COMPENSATION

The City agrees to pay the Consultant compensation for the services set forth in Exhibit A in accordance with the following:

1. **BASIC SERVICES:** Compensation for Basic Services as set forth in Exhibit A shall be billed at hourly rates as set forth in the attached hourly billing rate schedule as may be adjusted annually, plus noted direct expenses. City agrees to pay Consultant an amount not to exceed Seventy Seven Thousand Fifty Two and no/100 dollars (\$77,052.00). The fee is based on the performance of the scope of services outlined in this Agreement.

Payments shall be made no more frequently than monthly as the work of the Consultant progresses, upon the presentation of a proper invoice.

2. **ADDITIONAL SERVICES:** Compensation for additional services not specified in Exhibit A, but agreed to in accordance with Article I, shall be paid in accordance with the Consultant's hourly billing rates as set forth in the Hourly Rate Schedule attached to this Agreement and as may be adjusted annually, or as otherwise agreed to in writing by the City and the Consultant.

EXHIBIT C

SCHEDULE

The project schedule is as follows:

Task 100: Project Management & Administration	May 2025
Task 200: Collection System Flow and Rainfall Monitoring	May 2025
Task 300: Data Deliverables	August 2025
Task 400: Flow and Rainfall Analysis	August 2025

EXHIBIT D

AFFIDAVIT OF WORK AUTHORIZATION

Comes now TREKK employee Kimberly Robinett as Member (Managing Partner) first being duly sworn, on my oath, affirm TREKK Design Group, LLC (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to 2024 Flow Monitoring Study Project for the duration of the contract, if awarded in accordance with RSMo Section 285.530(2). I also affirm that TREKK Design Group, LLC (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to 2024 Flow Monitoring Study Project for the duration of the contract, if awarded.

Attached hereto is documentation affirming enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Signature

Printed Name:

Title: Member

Company: TREKK Design Group, LLC

Date: _____

Subscribed and sworn to before me this _____ day of _____, 2025. I am commissioned as a notary public within the County of _____, State of Missouri, and my commission expires on _____.

Signature of Notary

Date: _____



A D/WBE, WOSB Certified
Civil Engineering Firm

2025 Compensation for Professional Engineering Services¹

The **OWNERS**'s payment to the **ENGINEER** shall be due and payable as follows:

- I. For Professional Engineering Services, when authorized and agreed upon in writing, an amount based upon hourly billing rates plus expenses, in accordance with Section III below allowable salary range for each position classification and expenses, or a negotiated amount as agreed upon.
- II. For **Other Services**, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses or unit rates, in accordance with Section III below, or a negotiated amount as agreed upon.

III. Hourly Billing Rates and Expenses:

Project Principal	\$236.74	-	\$404.04	Field Crew	\$132.58	-	\$189.40
Project Manager	\$151.52	-	\$328.29	Senior Field Technician	\$101.01	-	\$138.89
Senior Professional Engineer	\$192.55	-	\$328.29	Field Technician I	\$85.23	-	\$116.79
Professional Engineer I	\$173.61	-	\$271.47	Field Technician II	\$72.60	-	\$101.01
Professional Engineer II	\$151.52	-	\$227.27	Field Technician III	\$63.13	-	\$85.23
Professional Engineer III	\$123.11	-	\$179.93	Field Technician IV	\$56.82	-	\$72.60
Senior Project Engineer	\$157.83	-	\$252.53	Senior Professional Land Surveyor	\$195.71	-	\$315.66
Project Engineer I	\$129.42	-	\$189.40	Professional Land Surveyor I	\$154.67	-	\$239.90
Project Engineer II	\$107.32	-	\$151.52	Professional Land Surveyor II	\$123.11	-	\$186.24
Project Engineer III	\$91.54	-	\$126.26	Professional Land Surveyor III	\$101.01	-	\$148.36
Senior Industry Specialist	\$202.02	-	\$325.13	Survey Crew	\$202.02		
Industry Specialist I	\$164.14	-	\$265.15	3-Man Survey Crew	\$271.47		
Industry Specialist II	\$126.26	-	\$202.02	LiDAR Crew	\$236.74		
Industry Specialist III	\$97.85	-	\$157.83	Senior Survey Technician	\$107.32	-	\$173.61
Senior Office Technician	\$101.01	-	\$164.14	Survey Technician I	\$88.38	-	\$129.42
Office Technician I	\$85.23	-	\$116.79	Survey Technician II	\$72.60	-	\$104.17
Office Technician II	\$72.60	-	\$101.01	Survey Technician III	\$63.13	-	\$85.23
Office Technician III	\$63.13	-	\$85.23	Senior Survey Crew Chief	\$116.79	-	\$189.40
Senior GIS Analyst	\$132.58	-	\$214.65	Survey Crew Chief I	\$94.70	-	\$138.89
GIS Analyst I	\$107.32	-	\$157.83	Survey Crew Chief II	\$78.91	-	\$110.48
GIS Analyst II	\$88.38	-	\$126.26	Survey Crew Chief III	\$66.29	-	\$91.54
GIS Analyst III	\$75.76	-	\$104.17	Survey Instrument Technician	\$59.98	-	\$104.17
Senior GIS Technician	\$107.32	-	\$173.61	Senior Utility Coordinator	\$107.32	-	\$173.61
GIS Technician I	\$88.38	-	\$129.42	Utility Coordinator I	\$85.23	-	\$129.42
GIS Technician II	\$72.60	-	\$104.17	Utility Coordinator II	\$85.23	-	\$119.95
GIS Technician III	\$63.13	-	\$85.23	Utility Coordinator III	\$72.60	-	\$101.01
Senior Project Designer	\$142.05	-	\$227.27	Utility Locator	\$63.13	-	\$107.32
Project Designer I	\$116.79	-	\$170.46	Senior Construction Inspector	\$123.11	-	\$198.87
Project Designer II	\$97.85	-	\$138.89	Construction Inspector I	\$101.01	-	\$148.36
Project Designer III	\$82.07	-	\$116.79	Construction Inspector II	\$85.23	-	\$119.95
Senior CADD Technician	\$107.32	-	\$173.61	Construction Inspector III	\$72.60	-	\$101.01
CADD Technician I	\$88.38	-	\$129.42	Construction Observer	\$63.13		\$85.23
CADD Technician II	\$72.60	-	\$104.17	Senior Technology Specialist	\$198.87	-	\$318.82
CADD Technician III	\$59.98	-	\$85.23	Senior Innovation Specialist	\$142.05	-	\$227.27
Senior Marketing Specialist	\$123.11	-	\$198.87	Senior PMO Specialist	\$142.05	-	\$227.27
Marketing Specialist I	\$97.85	-	\$148.36	PMO Specialist I	\$116.79	-	\$170.46
Marketing Specialist II	\$78.91	-	\$119.95	PMO Specialist II	\$97.85	-	\$138.89
Marketing Specialist III	\$63.13	-	\$94.70	PMO Specialist III	\$82.07	-	\$113.64
Admin	\$63.13	-	\$107.32	Senior Operations Administrator	\$107.32	-	\$173.61
Intern	\$56.82	-	\$119.95	Operations Administrator I	\$88.38	-	\$129.42
				Operations Administrator II	\$72.60	-	\$104.17
				Operations Administrator III	\$63.13	-	\$85.23



A D/WBE, WOSB Certified
Civil Engineering Firm

Equipment Billing Rates:							
Easement/Portable	\$35.00	hr		LiDAR Equipment	\$3,200.00	hr	
CCTV Crew	\$325.00	hr		Survey Drone	\$600.00	dy	
Jetter Crew	\$275.00	hr		Static Scan Equipment	\$700.00	dy	
Mileage	\$0.700	mi		Slam Equipment	\$300.00	dy	
Traffic Camera	\$5.00	hr		Survey Equipment	\$14.00	hr	
Other Expenses	Cost						

¹: The above hourly rates and unit prices are good through December 31, 2025.

²: Current Audited or IRS Standard Mileage Rate



2025 Fee Estimate Worksheet

Project Name & Number City of Tontitown, AR - Flow Monitoring 2025

Attachment C

		Water Lead	Project Manager	Senior Professional Engineer	Assistant Project Manager	Project Engineer	Field Manager	Administration	FlowWorks Fees	Site Assesment Unit Cost	Site Installation Unit Cost	Meters Unit Cost	Rainfall Monitoring Unit Cost	Meter Removal Unit Costs	Labor Sub-Total	Units Sub-Total	TOTAL
Fee Billing Rate		\$305.00	\$195.00	\$233.00	\$160.00	\$125.00	\$145.00	\$115.00	\$550.00	\$650.00	\$900.00	\$ 65.00	\$ 25.00	\$450.00			
WORK TASK DESCRIPTION																	
Task Series 100 - Project Management & Administration															\$ 8,592.00	\$ -	\$ 8,592.00
101	Project Management & Administration	4	4		6		2	6				0			\$ 3,940.00	\$ -	\$ 3,940.00
102	Kick-Off and Progress Meeting	4	4	4	4	4	4					0			\$ 4,652.00	\$ -	\$ 4,652.00
Task Series 200 - Collection System Flow and Rainfall Monitoring															\$ -	\$ 42,100.00	\$ 42,100.00
201	Meter Site Assessment									6		0			\$ -	\$ 3,900.00	\$ 3,900.00
202	Flow Monitoring Installation, Maintenance, and Removal								8		6	360		6	\$ -	\$ 33,200.00	
203	Rainfall Monitoring Installation, Maintenance, and Removal								2			0	120	2	\$ -	\$ 5,000.00	\$ 5,000.00
204	Remote Diagnostic Inspections (RDI)											0			\$ -	\$ -	\$ -
Task Series 300 - Data Deliverables															\$ 6,792.00	\$ -	\$ 6,792.00
301	Flow and Rain Data QAQC and Processing and Deliverable	2		4		24									\$ 4,542.00	\$ -	\$ 4,542.00
302	Project Summary Deliverable and Review Meeting	4	2		4										\$ 2,250.00	\$ -	\$ 2,250.00
	TOTAL HOURS / QUANTITY	14	10	8	14	28	6	6	10	6	6	360	120	8			
	UNIT RATE	\$305.00	\$195.00	\$233.00	\$160.00	\$125.00	\$145.00	\$115.00	\$550.00	\$650.00	\$900.00	\$ 65.00	\$ 25.00	\$ 450.00			
TREKK DESIGN GROUP FEE TOTAL		\$ 4,270.00	\$ 1,950.00	\$ 1,864.00	\$ 2,240.00	\$ 3,500.00	\$ 870.00	\$ 690.00	\$ 5,500.00	\$ 3,900.00	\$ 5,400.00	\$ 23,400.00	\$ 3,000.00	\$ 3,600.00	\$ 15,384.00	\$ 42,100.00	\$ 57,484.00
OPTIONAL FLOW AND RAIN DATA ANALYSIS TASK																	
WORK TASK DESCRIPTION																	
Optional Task Series 400 - Flow and Rain Data Analysis															\$ 19,568.00	\$ -	\$ 19,568.00
401	Flow and Rain Data Analysis			8	4	64									\$ 10,504.00	\$ -	\$ 10,504.00
402	Data Analysis Technical Memorandum		8	8	4	40									\$ 9,064.00	\$ -	\$ 9,064.00
	TOTAL HOURS / QUANTITY	0	8	16	8	104	0	0	0	0	0	0	0	0			
	UNIT RATE	\$305.00	\$195.00	\$233.00	\$160.00	\$125.00	\$145.00	\$115.00	\$550.00	\$650.00	\$900.00	\$ -	\$ 120.00	\$ 450.00			
TREKK DESIGN GROUP FEE TOTAL		\$ -	\$ 1,560.00	\$ 3,728.00	\$ 1,280.00	\$ 13,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,568.00	\$ -	\$ 19,568.00
TOTAL WITH OPTIONAL DATA ANALYSIS TASK		\$ 4,270.00	\$ 3,510.00	\$ 5,592.00	\$ 3,520.00	\$ 16,500.00	\$ 870.00	\$ 690.00	\$ 5,500.00	\$ 3,900.00	\$ 5,400.00	\$ 23,400.00	\$ 3,000.00	\$ -	\$ 34,952.00	\$ 42,100.00	\$ 77,052.00