

**City of Fayetteville Staff Review Form**

**2018-0761**

**Legistar File ID**

**2/5/2019**

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Tim Nyander

1/3/2019

WATER SEWER (720)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Staff recommends the approval of Amendment No. 1 to the Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$33,860.00 for construction management and observation services associated with the elimination of the Masters sewer lift station.

**Budget Impact:**

5400.720.5700-5815.00	Water and Sewer																														
Account Number	Fund																														
02017.1	Sanitary Sewer Rehabilitation																														
Project Number	Project Title																														
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"><b>Budgeted Item?</b></td> <td style="width: 10%;"><u>Yes</u></td> </tr> <tr> <td><b>Does item have a cost?</b></td> <td><u>Yes</u></td> </tr> <tr> <td><b>Budget Adjustment Attached?</b></td> <td><u>No</u></td> </tr> </table>	<b>Budgeted Item?</b>	<u>Yes</u>	<b>Does item have a cost?</b>	<u>Yes</u>	<b>Budget Adjustment Attached?</b>	<u>No</u>	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Current Budget</td> <td style="width: 10%;">\$</td> <td style="width: 10%; text-align: right;">5,707,094.00</td> <td style="width: 50%;"></td> </tr> <tr> <td>Funds Obligated</td> <td>\$</td> <td style="text-align: right;">1,429,675.78</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Current Balance</td> <td style="border-bottom: 1px solid black;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;"><b>4,277,418.22</b></td> <td></td> </tr> <tr> <td>Item Cost</td> <td>\$</td> <td style="text-align: right;">33,860.00</td> <td></td> </tr> <tr> <td>Budget Adjustment</td> <td>\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Remaining Budget</td> <td style="border-bottom: 1px solid black;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;"><b>4,243,558.22</b></td> <td></td> </tr> </table>	Current Budget	\$	5,707,094.00		Funds Obligated	\$	1,429,675.78		Current Balance	\$	<b>4,277,418.22</b>		Item Cost	\$	33,860.00		Budget Adjustment	\$	-		Remaining Budget	\$	<b>4,243,558.22</b>	
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V20180321

**Purchase Order Number:** 2017-00000381

**Previous Ordinance or Resolution #** 100-17

**Change Order Number:** 1

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** 2017-00000018

**Comments:**



**MEETING OF FEBRUARY 5, 2019**

**TO:** Mayor and City Council

**THRU:** Don Marr, Chief of Staff  
Water & Sewer Committee

**FROM:** Tim Nyander, Utilities Director

**DATE:** January 3, 2018

**SUBJECT: Hawkins-Weir Engineers, Inc. Amendment No. 1 - Construction Observation and Management Services for the Masters Sewer Lift Station Elimination**

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**RECOMMENDATION:**

Staff recommends the approval of Amendment No. 1 to the Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$33,860.00 for construction management and observation services associated with the elimination of the Masters sewer lift station.

**BACKGROUND:**

The elimination of the Masters Lift Station (Sewer Lift Station 23) is a recommended 2017 CIP project in the Wastewater Collection System 2014 Master Plan Update. Hawkins-Weir was selected by a formal engineering selection committee to provide engineering services for the elimination of the lift station (Resolution 100-17).

**DISCUSSION:**

The engineering phase is complete, and a construction contractor has been selected. It is proposed that Hawkins-Weir provide construction observation and management services associated with the elimination of the Masters sewer lift station in the not-to-exceed amount of \$33,860.00. This proposed Amendment No. 1 will adjust the original Agreement's not-to-exceed amount to \$105,680.00.

**BUDGET/STAFF IMPACT:**

Funds are available in the Sanitary Sewer Rehabilitation project.

**Attachments:**

Proposed Amendment No. 1  
Resolution 100-17

**AMENDMENT NO. 1**  
**TO THE**  
**AGREEMENT For PROFESSIONAL ENGINEERING SERVICES**  
**BETWEEN**  
**CITY OF FAYETTEVILLE, ARKANSAS**  
**AND**  
**HAWKINS-WEIR ENGINEERS, INC.**

In accordance with the AGREEMENT For PROFESSIONAL ENGINEERING SERVICES for the **Masters Lift Station Elimination (HW Project No. 2017027)**, dated May 2, 2017, between the City of Fayetteville, Arkansas (hereinafter called **Owner**) and Hawkins-Weir Engineers, Inc. (hereinafter called **Engineer**), Owner hereby authorizes Engineer to proceed with engineering services as modified by this Amendment No. 1.

**SECTION 1 – SCOPE OF SERVICES**

1.1 Amendment No. 1 is for the Construction Management phase of this project and includes construction management and on-call observation services associated with Owner’s project, Masters Lift Station Elimination (Project No. 18-55, Construction). Construction management services are detailed in the Engineer’s attached Scope of Services dated December 28, 2018.

**SECTION 2 – TIME OF SERVICE**

2.1 The scope of services as defined above is based on a contract construction period of 150 calendar days for the Owner’s Project No. 18-55, generally to include a normal 40-hour workweek. On-call construction observation services under this contract are based on construction work being continuous throughout the construction period. Engineer will proceed with providing the services set forth herein immediately upon execution of this Authorization by all parties.

**SECTION 3 – COMPENSATION**

3.1 Owner shall compensate Engineer for providing the services set forth herein in accordance with the terms of the Agreement. Total payment for Scope of Services described herein shall not exceed Thirty Three Thousand Eight Hundred Sixty Dollars (\$33,860) without written approval of Owner. These additional services adjust the Agreement's not to exceed fee to **\$105,680.00**.

Attachments: Scope of Services dated December 28, 2018  
Fee Proposal dated December 28, 2018  
Standard Hourly Billing Rate Structure, effective August 19, 2018  
Certificate of Liability Insurance (2 Pages)

**AUTHORIZATION BY:**  
CITY OF FAYETTEVILLE, ARKANSAS

By: \_\_\_\_\_  
Honorable Lioneld Jordan, Mayor

Date: \_\_\_\_\_

**ACCEPTED BY:**  
HAWKINS-WEIR ENGINEERS, INC.

By: Brett D. Peters  
Brett D. Peters, P.E.  
President and CEO

Date: 01/03/2019



**Amendment No. 1  
Scope of Services  
Masters Lift Station Elimination Project  
City of Fayetteville, Arkansas  
HWEI Project No. 2017027  
December 28, 2018**



Task Description

Task 4 – Construction Management

1. Conduct Pre-Construction Conference with the Owner and Contractor
  - a. Prepare Meeting Summary
  - b. Field survey to establish control monumentation and stake easement limits and/or limits of clearing
2. Provide on-call observation of construction of the sewer line
3. Conduct four (4) progress meetings
  - a. Prepare Meeting Summary
4. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, testing results, field orders, and change orders as directed by the Owner
5. Conduct as-built surveys of completed sanitary sewer improvements
6. Coordinate and conduct a final inspection with the Contractor and the Owner, and prepare a punch list of deficient construction items for the Contractor to address
7. Prepare record drawings of the completed project and provide one (1) reproducible hard copy and one (1) electronic copy for the Owner's archives



**City of Fayetteville, Arkansas**  
**Masters Lift Station Elimination**  
**Project No. 18-55**  
**December 28, 2018**



**Task 4 - Construction Management**

Task	Engr VII \$185	Engr IV \$135	Designer II \$100	Tech III \$75	Tech I \$55	Insp II \$75	GPS Survey \$175	Total Hours	Total Cost
1. Conduct Pre-Construction Conference with the Owner and Contractor	4	4			4	4		16	\$1,800
a) Prepare Meeting Summary		4						4	\$540
b) Field survey to establish control monumentation and stake easement limits and/or limits of clearing							16	16	\$2,800
2. Provide on-call observation of construction of the sewer line		40				80		120	\$11,400
3. Conduct four (4) progress meetings	8	16			8	8		40	\$4,680
a) Prepare Meeting Summary		4						4	\$540
4. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, testing results, field orders, and change orders as directed by the Owner	4	24			4			32	\$4,200
5. Conduct as-built surveys of completed sanitary sewer improvements			4				16	20	\$3,200
6. Coordinate and conduct a final inspection with the Contractor and the Owner, and prepare a punch list of deficient construction items for the Contractor to address	4	8				8		20	\$2,420
7. Prepare record drawings of the completed project and provide one (1) reproducible hard copy and one (1) electronic copy for the Owner's archives		8		16				24	\$2,280
<b>TOTAL HOURS =</b>	20	108	4	16	16	100	32	296	
<b>SUBTOTAL COST =</b>	\$3,700	\$14,580	\$400	\$1,200	\$880	\$7,500	\$5,600	----->	\$33,860

**Standard Billing Rate Structure  
For Hourly Fee Based Contracts  
Hawkins-Weir Engineers, Inc.  
Effective August 19, 2018 through August 17, 2019**

**Engineer**

Engineer VII	\$ 185 Per Hour
Engineer VI	\$ 165 Per Hour
Engineer V	\$ 155 Per Hour
Engineer IV	\$ 135 Per Hour
Engineer III	\$ 120 Per Hour
Engineer II	\$ 105 Per Hour
Engineer I	\$ 85 Per Hour

**Engineering Technician**

Designer II	\$ 100 Per Hour
Designer I	\$ 75 Per Hour
Technician IV	\$ 85 Per Hour
Technician III	\$ 75 Per Hour
Technician II	\$ 65 Per Hour
Technician I	\$ 55 Per Hour

**Field Technician - Field Inspector**

Resident Project Representative (RPR)	\$ 120 Per Hour
Inspector II	\$ 75 Per Hour
Inspector I	\$ 65 Per Hour

**Field Surveying**

GPS Survey	\$ 175 Per Hour
Surveyor	\$ 85 Per Hour

**Administrative**

Business Manager	\$ 85 Per Hour
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**Expert Witness**

Preparation	At Engineer's Hourly Rate
Testimony, less than 1/2 day	\$1,000
Testimony, per Day	\$2,000

**Expenses Reimbursable Expenses and upcharges are determined by the Client Agreement/Contract**

Subconsultants/Outside Services		
Express Delivery, Field Supplies, Testing, Review/Filing Fees and Advertising		
Travel:	Hotel and meals	Actual Cost
	Vehicle*	\$0.545 per mile effective 1/1/18
Reproduction:	Outside printing service	Actual Cost
	In-house printing	
	Letter Copy - B&W	\$ 0.10 Per Copy
	Letter Copy - Color	\$ 0.75 Per Copy
	22 x 34 Size Copy - B&W	\$ 3.00 Per Copy
	22 x 34 Size Copy - Color	\$10.00 Per Copy
	11 x 17 Size Copy - B&W	\$ 1.50 Per Copy
	11 x 17 Size Copy - Color	\$ 5.00 Per Copy
	CD Copy	\$ 5.00 Per Copy
	Binding	\$ 1.00 Each

\* To be adjusted periodically to current IRS mileage rate

*All Billings are due upon receipt unless prior arrangements for payment have been made.*







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BancorpSouth Insurance Services, Inc.- LR PO Box 251510 Little Rock AR 72225-	<b>CONTACT NAME:</b> Ken Estes	
	<b>PHONE (A/C, No. Ext):</b> 501-614-1572	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> ken.estes@bxsi.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Navigators Insurance Company		42307
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** HAWKENG-01  
 Hawkins-Weir Engineers, Inc.  
 P.O. Box 648  
 Van Buren AR 72957


**COVERAGES** **CERTIFICATE NUMBER:** 822204152 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			CM18DPL027028IV	7/11/2018	7/11/2019	Each Claim Limit	\$1,000,000
							Aggregate	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Description: Project #2017027, Masters Lift Station Elimination

**CERTIFICATE HOLDER** **CANCELLATION**

City of Fayetteville 113 West Mountain Street Fayetteville AR 72701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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113 West Mountain Street  
Fayetteville, AR 72701  
(479) 575-8323

**Resolution: 100-17**

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**File Number: 2017-0183**

**HAWKINS-WEIR ENGINEERS, INC.:**

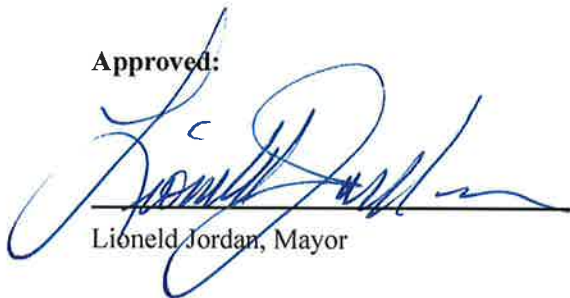
A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$71,820.00 FOR ENGINEERING SERVICES RELATED TO THE ELIMINATION OF THE MASTERS SEWER LIFT STATION, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$7,182.00

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**


Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a professional engineering services agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$71,820.00 for engineering services related to the elimination of the Masters Sewer Lift Station, and further approves a project contingency in the amount of \$7,182.00.

PASSED and APPROVED on 5/2/2017

**Approved:**

  
Lioneld Jordan, Mayor

**Attest:**

  
Sondra E. Smith, City Clerk Treasurer

