

City of Fayetteville Staff Review Form

2019-0385

Legistar File ID

7/2/2019

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

Tim Nyander

6/13/2019

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of Amendment No. 2 to the Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$38,420.00 for construction management and observation services associated with the Goshen Water Tank Rehabilitation project.

Budget Impact:

5400.720.5600-5314.00

Water and Sewer

Account Number

Fund

10006.1

Benson Mountain Pressure Plane Upgrade

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 213,682.00

Funds Obligated \$ 60,296.17

Current Balance \$ 153,385.83

Does item have a cost? Yes

Item Cost \$ 38,420.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 114,965.83

Purchase Order Number: 2017-00000669

Previous Ordinance or Resolution # 206-17

V20180321

Change Order Number: 2

Approval Date:

Original Contract Number: 2017-00000033

Comments:



**MEETING OF JULY 2, 2019**

**TO:** Mayor and City Council

**THRU:** Don Marr, Chief of Staff  
Water, Sewer, & Solid Waste Committee  
Tim Nyander, Utilities Director

**FROM:** Corey Granderson, Utilities Engineer

**DATE:** June 13, 2019

**SUBJECT:** **Hawkins-Weir Engineers, Inc. Amendment No. 2 - Construction Observation and Management Services for the Goshen Water Tank Rehabilitation Project**

---

**RECOMMENDATION:**

Staff recommends the approval of Amendment No. 2 to the Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$38,420.00 for construction management and observation services associated with the Goshen Water Tank Rehabilitation project.

**BACKGROUND:**

The Goshen Water Tank Rehabilitation project provides routine life-cycle maintenance as well as upgrades to meet current safety and sanitary codes. The project scope includes removal and replacement of both internal and external paint coating systems, and tank upgrades to address proper mixing, venting, and access. This project was recently bid, with award recommended to Leher Enterprises, Inc.

**DISCUSSION:**

Hawkins-Weir has already completed design of the project. Amendment No. 2 to the Engineering Services Agreement with Hawkins-Weir, for \$38,420.00, will add scope and fee items as needed during the construction phase of the project. Including meetings, onsite observation, material submittals, testing, change orders if applicable, pay requests, inspections, and record drawings.

**BUDGET/STAFF IMPACT:**

Funds are available within the Benson Mountain Pressure Plane Upgrade account (10006).

**Attachments:**

Signed Agreement – Amendment No. 2  
Original Contract & Amendment No. 1

**AMENDMENT NO. 2**  
**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 **Goshen Ground Water Storage Tank and Benson Pressure Plane Improvements (HW Project No. 2017076)**, dated October 3, 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. 2.

**SECTION 1 – SCOPE OF SERVICES**

1.1 Amendment No. 2 is for the Construction Management phase associated with Owner's project, Goshen Water Storage Tank Improvements (Project No. 19-18, Construction), and includes construction management and on-call observation services. Construction management services are detailed in the Engineer's attached Scope of Services dated April 26, 2019.

**SECTION 2 – TIME OF SERVICE**

2.1 The scope of services as defined above is based on a contract construction period of 115 calendar days for the Owner's Project No. 19-18, 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 Twenty Six Thousand Six Hundred Dollars (\$26,600.00) plus reimbursable expenses of eleven thousand eight hundred and twenty dollars (\$11,820.00) without written approval of Owner. These additional services adjust the Agreement's not to exceed fee to **\$146,880.00** and the not to exceed reimbursable expenses to \$21,820.00.

Attachments: Scope of Services dated April 26, 2019  
Fee Proposal dated April 26, 2019  
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: 05/06/2019



**Appendix A**  
**Amendment No. 2 Scope of Services**  
**Goshen Ground Water Storage Tank and**  
**Benson Pressure Plane Improvements**  
**City of Fayetteville, Arkansas**  
**City of Fayetteville Project No. 19-18**  
**April 26, 2019**



**Task Description**

**Task 4 – Construction Management – Goshen Water Storage Tank Improvements**

1. Conduct Pre-Construction Conference with the Owner and Contractor
  - a. Prepare Meeting Summary
2. Provide periodic observation of during construction
3. Conduct two (2) 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. Review the Contractor's constructed quantities and prepare monthly pay requests for the Owner's approval
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**  
**Goshen Ground Water Storage Tank and Benson Pressure Plane Improvements**  
**City of Fayetteville Project No. 19-18**  
**April 26, 2019**



**Task 4 - Construction Management - Goshen Water Storage Tank Improvements**

Task	Engr VII \$185	Engr IV \$135	Tech III \$75	Tech I \$55	Insp II \$75	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
2. Provide periodic observation of during construction		24			80 <sup>(1)</sup>	104	\$9,240
3. Conduct two (2) progress meetings	4	8		4	4	20	\$2,340
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	4		36	\$4,500
5. Review the Contractor's constructed quantities and prepare monthly pay requests for the Owner's approval	8	16		8		32	\$4,080
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		4	8			12	\$1,140
<b>TOTAL HOURS =</b>	24	96	12	20	96	248	
<b>SUBTOTAL COST =</b>	\$4,440	\$12,960	\$900	\$1,100	\$7,200	----->	\$26,600

**Reimbursable Expenses and Subconsultant Fees**

Item	Description	Total
1. Outside Services	Mid-South Tank Consultants - Critical Phase Tank Inspection	\$11,820
		\$11,820

**Engineering Services Summary**

Task 4 - Construction Management	\$26,600
Reimbursable Expenses and Subconsultant Fees	\$11,820
<b>Total Engineering Fee - Not To Exceed</b>	<b>\$38,420</b>

(1) Based on 115-calendar day Contract Time (90-calendar days until substantial completion, and 15-calendar days until final completion thereafter), and periodic construction observation.

**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
------------------	----------------

**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.*

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/06/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Greyling Ins. Brokerage/EPIC</b> <b>3780 Mansell Rd. Suite 370</b> <b>Alpharetta, GA 30022</b>	<b>CONTACT NAME:</b> Trudy Henry <b>PHONE (A/C, No, Ext):</b> 770.552.4225 <b>FAX (A/C, No):</b> 866.550.4082 <b>E-MAIL ADDRESS:</b> trudy.henry@greyling.com														
<b>INSURED</b> <b>Hawkins-Weir Engineers, Inc.</b> <b>P.O. Box 648</b> <b>Van Buren, AR 72957</b>	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td>INSURER B : Hartford Ins Co of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Insurance Company	11000	INSURER B : Hartford Ins Co of the Midwest	37478	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Sentinel Insurance Company	11000														
INSURER B : Hartford Ins Co of the Midwest	37478														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER: 18-19****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			20SBWZM2676	11/01/2018	11/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20UEGNM6289	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			20SBWZM2676	11/01/2018	11/01/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WEGPV0830	11/01/2018	11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

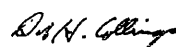
**Project# 2017076, Goshen Water Storage Tank & Pump Station/Benson Standpipe**  
**City of Fayetteville, Arkansas is named as an Additional Insured on the above referenced liability policies**  
**with the exception of workers compensation where required by written contract. Waiver of Subrogation is**  
**applicable where required by written contract & allowed by law.**

**CERTIFICATE HOLDER****CANCELLATION**

**City of Fayetteville, Arkansas**  
**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







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2019

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> BXS Insurance PO Box 251510 Little Rock AR 72225-		<b>CONTACT NAME:</b> Amanda Palmer <b>PHONE (A/C, No, Ext):</b> 501-614-1571 <b>E-MAIL ADDRESS:</b> amanda.palmer@bxsi.com		<b>FAX (A/C, No):</b> 501-614-1447
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Navigators Insurance Company		42307
<b>INSURED</b> Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren AR 72957		<b>INSURER B :</b>		
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
		<b>INSURER F :</b>		

**COVERAGES****CERTIFICATE NUMBER:** 820693046**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 <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED 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 / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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 Aggregate \$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project# 2017076, Goshen Water Storage Tank & Pump Station/Benson Standpipe

**CERTIFICATE HOLDER****CANCELLATION**

City of Fayetteville, Arkansas  
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

COF-Water Sewer-AMENDMENT NO. 1 TO THE CONTRACT WITH  
HAWKINS-WEIR ENGINEERS, INC.

City of Fayetteville Staff Review Form

2018-0587

Legistar File ID

N/A

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Tim Nyander

10/17/2018

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of Amendment No. 1 with Hawkins-Weir Engineers, Inc. to use contingency funds in the amount of \$8,480.00 for additional surveying services and a lot split to provide the property for the new Benson Mountain (Tower Road) water tank.

Budget Impact:

5400.720.5600-5314.00

Water and Sewer

Account Number

Fund

10006.1

Benson Mountain Pressure Plane Upgrade

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 294,760.00

Funds Obligated \$ 101,684.41

Current Balance \$ 193,075.59

Does item have a cost? Yes

Item Cost \$ 8,480.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 184,595.59

V20180321

Purchase Order Number: 2014-00000669

Previous Ordinance or Resolution # 206-17

Change Order Number: 1

Approval Date:

10-25-18

Original Contract Number: 2017-00000033

Comments:



**CITY OF  
FAYETTEVILLE  
ARKANSAS**

**STAFF MEMO**

**TO:** Mayor Lioneld Jordan

**THRU:** Don Marr, Chief of Staff

**FROM:** Tim Nyander, Utilities Director

**DATE:** October 17, 2018

**SUBJECT:** Approval of Amendment No. 1 with Hawkins-Weir Engineers, Inc. for the Goshen and Benson Pressure Plane Improvements, in the amount of \$8,480.00.

---

**RECOMMENDATION:**

Staff recommends the approval of Amendment No. 1 to increase the existing contract with Hawkins-Weir Engineers from \$121,800.00 to \$130,280.00.

The additional services in the amount of \$8,480.00 will provide surveying and a lot split to provide the property for the new Benson Mountain (Tower Road) water tank.

**BACKGROUND:**

The City of Fayetteville entered into an Agreement for Professional Engineering Services with Hawkins-Weir Engineers by Resolution 206-17 dated October 3, 2017.

**DISCUSSION:**

The proposed lot split is required to provide an adjacent site for the new water tower construction. The existing tank will remain in service until the new tank is completed.

**BUDGET/STAFF IMPACT:**

Funds are available from the existing \$12,180.00 project contingency.

**Attachments:**

Proposed Amendment No. 1  
Sheets 1 and 16 from review plan set  
Resolution 206-17



September 14, 2018

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

Re: Goshen Water Storage Tank and Benson Pressure Plane Improvements  
City of Fayetteville Project No. 10000.6  
HWEI Project No. 2017076

Dear Mr. Beavers:

We appreciate the opportunity to submit this revised Amendment proposal to perform additional engineering services associated with the Goshen Water Storage Tank and Benson Pressure Plane Improvements Project for the City of Fayetteville, Arkansas.

The overall project scope will be revised to include the following:

- 1) Preparation of the lot split for the proposed Benson Water Storage Tank site.

Enclosed, please find a scope of services task list detailing the additional services proposed for this project. In summary, our services will consist of preparing a boundary survey of the proposed tank site, a boundary survey of the remaining parcel, development of the survey documents, and attending a Washington County and/or City of Goshen Technical Review and Planning Commission Meetings.

Our fee for the additional services will be invoiced based on our Standard Hourly Billing Rates as compensation for services and expenses of principals and employees of Hawkins-Weir Engineers. The not to exceed fee for these additional services is **\$8,480.00**, plus any applicable Reimbursable Expenses. A copy of our Standard Hourly Billing Rate Structure is enclosed. We expect that any reimbursable expenses such as filing fees will be covered by the existing amount budgeted for reimbursable expenses under our current agreement.

We will commence this work immediately upon your approval of this proposal and authorization to proceed.

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) 371-4846

438 East Millsap Road • Suite 107 • Fayetteville, AR 72703 • Ph: (479) 455-2206

403 Garrison Avenue • Suite 101 • Fort Smith, AR 72901 • (479) 242-4685



Mr. Jim Beavers, P.E.  
Page 2 of 2  
September 14, 2018

If this proposal is satisfactory, please provide us with a copy of the City of Fayetteville's standard Contract Amendment document for our review and execution. If you have any questions, or require additional information, please do not hesitate to call.

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.

A handwritten signature in cursive script that reads "Brett D. Peters". The ink is dark and the signature is fluid.

Brett D. Peters, P.E.

BDP/jsd

Enclosures: Revised Amendment No. 1 Scope of Services  
Standard Hourly Billing Rate Structure, effective August 19, 2018

cc: Ms. Becky Horne

**Appendix A**  
**Amendment No. 1 Scope of Services**  
**Goshen Ground Water Storage Tank and Benson Pressure Plane Improvements**  
**City of Fayetteville, Arkansas**  
**City of Fayetteville Project No. 10000.6**  
**HWEI Project No. 2017076**  
**September 14, 2018**

**Task Description**

**Task 1 – Proposed Benson Tank Site Boundary Survey**

1. Perform a boundary survey of the proposed Benson tank site and tie into existing adjoining survey monumentation
2. Prepare the boundary survey and illustrate any existing easements on the property to be acquired
3. Prepare Property Description for property acquisition documents
  - a. Coordinate with City Land Agent and prepare any required document revisions
4. Participate in a meeting on-site with the Owner and current property owner to confirm the property corners
5. Perform quality assurance review of the survey and property description
6. Attend Washington County and/or City of Goshen Technical Review and Planning Commission Meetings
7. Deliver one (1) reproducible full-size copy, two (2) half-size copies, and one (1) electronic copy of the survey to the City for their use and for reproduction

**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
------------------	----------------

**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.*

City of Fayetteville, Arkansas  
Goshen Water Storage Tank and Benson Pressure Plane Improvements  
City of Fayetteville Project No. 10000.6  
Hawkins-Weir Project No. 2017076  
September 14, 2018

Task 1 - Proposed Benson Tank Site Boundary Survey Amendment

Task	Engr VII \$185	Engr VI \$165	Engr IV \$135	Engr I \$85	GPS Survey \$175	Designer II \$100	Surveyor	Tech II \$65	Total Hours	Total Cost
1. Perform a boundary survey of the proposed Benson tank site and tie into existing adjoining survey monumentation					16	1	2		23	\$3,670
2. Prepare the boundary survey and illustrate any existing easements on the property to be acquired						1	2	2	5	\$400
3. Prepare Property Description for property acquisition documents						1	2		3	\$270
a) Coordinate with City Land Agent and prepare any required document revisions			2				2	2	6	\$570
4. Participate in a meeting on-site with the Owner and current property owner to confirm the property corners	4		2						6	\$1,010
5. Perform quality assurance review of the survey and property description		2				1			3	\$430
6. Attend Washington County and/or City of Goshen Technical Review and Planning Commission Meetings		8	4						12	\$1,860
7. Deliver one (1) reproducible full-size copy, two (2) half-size copies, and one (1) electronic copy of the survey to the City for their use and for reproduction			2						2	\$270
TOTAL HOURS =	4	12	12	0	16	4	8	4	60	
SUBTOTAL COST =	\$740	\$1,980	\$1,620	\$0	\$2,800	\$400	\$680	\$260		\$8,480

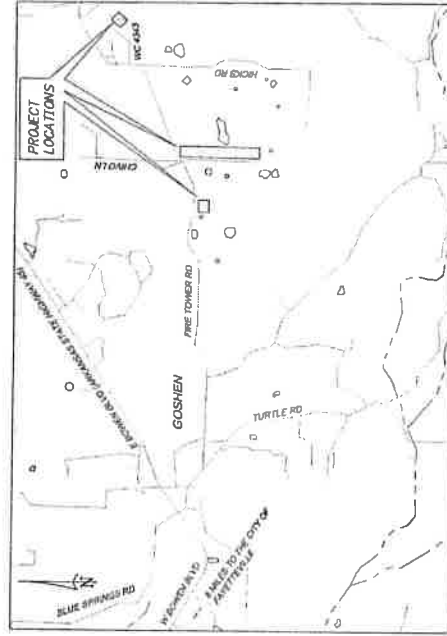


# CITY OF FAYETTEVILLE, ARKANSAS

## BENSON MOUNTAIN PRESSURE PLANE IMPROVEMENTS

BID ——— CONSTRUCTION  
PROJECT NO. 10000.6

SEPTEMBER 2018



LOCATION MAP  
N.T.S.

### INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	GENERAL CONSTRUCTION NOTES AND LEGEND
3	QUANTITY TABLE
4	PUMP STATION SITE PLAN, EROSION CONTROL PLAN, AND PHOTOS
5	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - STRUCTURAL
6	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
7	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - ELECTRICAL
8	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
9	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
10	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
11	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
12	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
13	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
14	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
15	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
16	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
17	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
18	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
19	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
20	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
21	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
22	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
23	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
24	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
25	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
26	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
27	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
28	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL
29	PUMP STATION ELEVATIONS, DETAIL AND SECTIONS - MECHANICAL

**HW HAWKINS & WEIR**  
ENGINEERS, INC.

1110 North Main Street  
Fayetteville, Arkansas 72701  
Phone: (479) 442-2222  
Fax: (479) 442-2222  
www.hawkinsandweir.com



100% DESIGN REVIEW - NOT FOR CONSTRUCTION

SHEET 1







113 West Mountain Street  
Fayetteville, AR 72701  
(479) 575-8323

**Resolution: 206-17**

**File Number: 2017-0501**

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

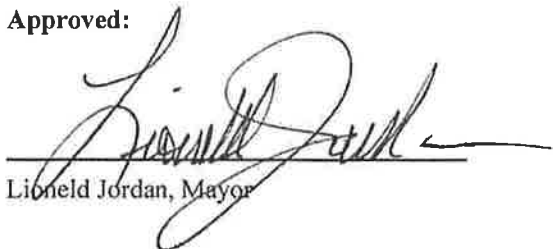
A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$121,800.00 FOR ENGINEERING SERVICES RELATED TO THE GOSHEN AND BENSON WATER TANK IMPROVEMENTS, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$12,180.00

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

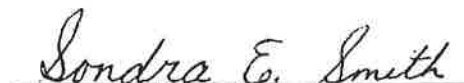
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a professional engineering services agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$121,800.00 for engineering services related to the Goshen and Benson water tank improvements, and further approves a project contingency in the amount of \$12,180.00.

PASSED and APPROVED on 10/3/2017

**Approved:**

  
Lioneld Jordan, Mayor

**Attest:**

  
Sondra E. Smith, City Clerk Treasurer





# City of Fayetteville, Arkansas

113 West Mountain Street  
Fayetteville, AR 72701  
(479) 575-8323

## Text File

File Number: 2017-0501

---

**Agenda Date:** 10/3/2017

**Version:** 1

**Status:** Passed

**In Control:** City Council Meeting

**File Type:** Resolution

**Agenda Number:** A. 12

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

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$121,800.00 FOR ENGINEERING SERVICES RELATED TO THE GOSHEN AND BENSON WATER TANK IMPROVEMENTS, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$12,180.00

### **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 \$121,800.00 for engineering services related to the Goshen and Benson water tank improvements, and further approves a project contingency in the amount of \$12,180.00.

**City of Fayetteville Staff Review Form**

**2017-0501**

\_\_\_\_\_  
Legistar File ID

**10/3/2017**

\_\_\_\_\_  
City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Tim Nyander

9/11/2017

Utilities Director /  
Utilities Department

\_\_\_\_\_  
Submitted By

\_\_\_\_\_  
Submitted Date

\_\_\_\_\_  
Division / Department

**Action Recommendation:**

A RESOLUTION APPROVING AN AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. FOR ENGINEERING SERVICES RELATED TO THE GOSHEN AND BENSON WATER TANK IMPROVEMENTS IN THE NOT-TO-EXCEED AMOUNT OF \$121,800.00, AND APPROVING A CONTINGENCY IN THE AMOUNT OF \$12,180.00 FOR A TOTAL COST OF \$133,980.00

**Budget Impact:**

5400.720.5600-5314.00

Water/Sewer Fund

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Fund

10006.1

Benson Mountain Pressure Plane Upgrade

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Project Title

Budgeted Item? Yes

Current Budget \$ 325,000.00

Funds Obligated

\$

Current Balance

\$ **325,000.00**

Does item have a cost? Yes

Item Cost

\$ 133,980.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ **191,020.00**

V20140710

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

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

Comments:



CITY OF  
**FAYETTEVILLE**  
ARKANSAS

## **CITY COUNCIL MEMO**

### **MEETING OF OCTOBER 3, 2017**

**TO:** Mayor and City Council

**THRU:** Don Marr, Chief of Staff  
Water & Sewer Committee August 8, 2017 meeting

**FROM:** Tim Nyander, Utilities Director

**DATE:** September 1, 2017

**SUBJECT:** Approval of the engineering contract and contract contingency with Hawkins-Weir Engineers Inc. for professional services associated with the Goshen ground storage water tank; Benson (Fire Tower Road) pump station, the Benson water tank, water mains and appurtenances.

---

#### **RECOMMENDATION:**

Fayetteville City Staff recommends approval of (1) the engineering contract with Hawkins-Weir Inc. in the not to exceed amount of \$121,800.00 and (2) a ten percent engineering contract contingency of \$12,180.00. The total request for this Agenda item is \$133,980.00.

#### **BACKGROUND**

Based upon inspection reports, customer water demands and field observations, the Goshen Ground storage water tank requires coating (painting) and minor rehabilitation, the pump station from the Goshen tank to the Benson (Fire Tower Road) tank requires replacement with a new pump station and the existing Benson standpipe water tank requires replacement. Additionally, water main and appurtenances are required.

The proposed engineering contract with Hawkins-Weir includes surveying, design, easement assistance, SWPPP and bidding. Construction administration services may be negotiated in a future contract amendment.

#### **DISCUSSION:**

Hawkins-Weir Engineers Inc. was selected for this task in a formal engineering selection committee meeting on July 26, 2017, City of Fayetteville RFQ 17-01, Engineer and Architect - Selection #2. The contract scope and the not to exceed costs were negotiated by City Utilities staff.

#### **BUDGET/STAFF IMPACT:**

Funds are available in the Benson Mountain Pressure Plane Project project.

#### **Attachments:**

Contract with Hawkins-Weir Inc.



August 31, 2017

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

Re: Goshen Ground Water Storage Tank and Benson Pressure Plane Improvements  
HWEI Project No. 2017076

Dear Mr. Beavers:

We appreciate the opportunity to submit this revised proposal to perform engineering services associated with the Goshen Ground Water Storage Tank and Benson Pressure Plane Improvements Project for the City of Fayetteville, Arkansas.

The project scope will include the following:

- 1) Rehabilitation of the existing Goshen Tank, including interior and exterior coatings and any ancillary Code-related repairs
- 2) Replacement of the Goshen to Benson Mountain Pressure Plane pump station, including emergency standby power
- 3) Replacement of the existing Benson Tank with a new elevated water storage tank on property adjacent to the existing tank site
- 4) 4-inch diameter water line improvements (approximately ½-mile) to loop an existing dead-end water line within the Benson Mountain water distribution system

Enclosed, please find a scope of services task list detailing the Basic Services proposed for this project. In summary, our services will consist of preparing a Technical Memorandum, Final Design Documents including detailed plans and specifications, and providing assistance during Bidding.

The scope of services for this project does not presently include any construction management services. We understand that construction management services will be negotiated during the latter portion of the bidding phase, and with the City's concurrence will be added by Amendment to our Contract.

Our fee for Basic Services will be invoiced based on our Standard Hourly Billing Rates as compensation for services and expenses of principals and employees of Hawkins-Weir Engineers. The not to exceed fee for these services is \$111,800.00, plus subconsultant fees and Reimbursable Expenses. Additional services will be provided only upon receipt of written authorization, and these additional services will be invoiced at our standard hourly rates. A copy of our Standard Hourly Billing Rate Structure is enclosed.

410 So. 7th Street • P.O. Box 644 • Van Buren, AR 72957 • PH (479) 231-1222 • FAX (479) 231-5531  
211 Natural Resources Drive • Little Rock, AR 72205 • PH (501) 371-4456  
438 East Millikap Road • Suite 107 • Fayetteville, AR 72703 • PH (479) 475-2206  
403 Garwood Avenue • Suite 101 • Fort Smith, AR 72901 • PH (479) 232-4686





Mr. Jim Beavers, P.E.

Page 2

August 31, 2017

Reimbursable Expenses, including subconsultant fees, incurred in connection with all Basic and Additional Services will be charged based on their actual cost. We recommend that you budget **\$10,000.00** for the following reimbursable expenses: title and easement research, geotechnical investigation, paint sample testing for lead, ARKUPS utility locates, the Arkansas Department of Health (ADH) review fee, and reproduction and printing.

We will invoice you monthly for Basic Services and Reimbursable Expenses. Reimbursable Expenses will be invoiced in full as they are incurred.

We will commence this work immediately upon your approval of this proposal and authorization to proceed, and will complete the work through the completion of the bidding phase within 8-months. If there are changes in scope or protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such changes and delays.

Assuming this proposal is both acceptable and satisfactorily describes the project and the scope of services, we have prepared and executed a copy of the City's Standard Agreement for Engineering Services for your consideration. If you have any questions, or require additional information, please do not hesitate to call.

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.

A handwritten signature in black ink that reads "Brett D. Peters". The signature is written in a cursive, flowing style.

Brett D. Peters, P.E.

BDP/jsd

Enclosures: Agreement for Engineering Services  
Scope of Services  
Standard Hourly Billing Rate Structure, effective August 20, 2017

cc: Lisa Huckelbury

AGREEMENT  
For  
PROFESSIONAL ENGINEERING SERVICES  
Between  
CITY OF FAYETTEVILLE, ARKANSAS  
And

---

HAWKINS-WEIR ENGINEERS, INC.

---

Goshen Ground Water Storage Tank and Benson Pressure Plane Improvements: Rehabilitation of the Goshen Tank, Replacement of the Benson Pump Station, Replacement of the Benson Tank, and waterline improvements in the Benson Pressure Plane.

THIS AGREEMENT is made as of October 3, 2017, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and Hawkins-Weir Engineers, Inc. with offices located in Fayetteville, Arkansas (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, planning, design, and/or construction administration of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field. If Construction Phase Services are to be provided by ENGINEER under this Agreement, the construction shall be executed under the observation of a professional engineer registered in the State of Arkansas in accordance with Arkansas Code Amended §22-9-101.

## **SECTION 1 - AUTHORIZATION OF SERVICES**

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.
- 1.2 Assignments from CITY OF FAYETTEVILLE to ENGINEER may include services described hereafter as Basic Services or as Additional Services of ENGINEER.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

## **SECTION 2 - BASIC SERVICES OF**

- 2.1 Perform professional design services in connection with the Project as hereinafter stated.
  - 2.1.1 The Scope of Services to be furnished by ENGINEER during this project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

## **SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE**

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER:
  - 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
  - 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

- 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
- 3.1.4 Examine all studies, reports, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 The Utilities Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 3.1.6 CITY OF FAYETTEVILLE will review all documents and provide written comments to ENGINEER in a timely manner.

#### **SECTION 4 - PERIOD OF SERVICE**

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.
- 4.3 ENGINEER shall provide a schedule of its services and include such schedule with the scope in Appendix A.

## SECTION 5 - PAYMENTS TO

- 5.1 The maximum not-to-exceed amount authorized for the Basic Services of the Engineer (as defined by Section 2 of this Agreement) is **\$111,800.00**. The maximum not-to exceed amount authorized for Reimbursable Expenses is \$10,000.00.

Reimbursable Expenses shall be limited to title and easement research, geotechnical investigation, testing services for lead paint, ARKUPS utility locates, the Arkansas Department of Health review fee, the Arkansas Department of Environmental Quality Stormwater Permit Fee, and reproduction and printing costs.

- 5.2 The CITY OF FAYETTEVILLE shall compensate ENGINEER based upon a unit price or lump sum basis as described in Appendix A.

- 5.2.1 The maximum not-to-exceed amount authorized for this Agreement is based upon the estimated fee scope, hours, costs and expenses per phase. The estimated fee spreadsheets shall be included in Appendix A. The amount for any phase may be more or less than the estimate, however the maximum not-to-exceed amount shall not be exceed without a formal contract amendment.

- 5.3 Statements

- 5.3.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the professional engineering services.

5.4 Payments

- 5.4.1 All statements are payable upon receipt and generally due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.5 Final Payment

- 5.5.1 Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or ENGINEER's sureties under this Agreement or applicable performance and payment bonds, if any.

**SECTION 6 - GENERAL CONSIDERATIONS**

6.1 Insurance

- 6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

- 6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.
- 6.2 Professional Responsibility
  - 6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices, CITY OF FAYETTEVILLE Standards, Arkansas State Law and the Rules and regulations of the Arkansas Board of Licensure For Professional Engineers and Professional Surveyors. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequent of such defect. ENGINEER agrees not to seek or accept any compensation or reimbursements from the CITY OF FAYETTEVILLE for engineering work it performs to correct any errors, omissions or other deficiencies caused by ENGINEER's failure to meet customarily accepted professional engineering

practices. CITY OF FAYETTEVILLE retains all other remedies to recover for its damages caused by any negligence of ENGINEER.

6.2.2 In addition ENGINEER will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by ENGINEER'S's Commercial General Liability and Automobile Liability Insurance policies.

### 6.3 Cost Opinions and Projections

6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

### 6.4 Changes

6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.



6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.2.2 An opportunity for consultation with the terminating party prior to termination.

6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.

6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination

settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

6.7.1 ENGINEER'S services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the

Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

- 6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.
- 6.10 Publications
  - 6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.
- 6.11 Indemnification
  - 6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.
- 6.12 Ownership of Documents
  - 6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and

data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.

6.12.2 The CITY OF FAYETTEVILLE acknowledges the ENGINEER's plans and specifications, including documents on electronic media ("delivered documents"), as instruments of professional services. Nevertheless, the delivered documents prepared under this Agreement shall be delivered to and become the property of the CITY OF FAYETTEVILLE upon completion of the services and payment in full of all monies due to ENGINEER. Except for the ENGINEER's services provided for by this Agreement as related to the construction and completion of the Project, the ENGINEER accepts no liability arising from any reuse of the delivered documents by the CITY OF FAYETTEVILLE, unless ENGINEER is retained by CITY OF FAYETTEVILLE to make modifications or otherwise reuse the delivered documents. Except where the CITY OF FAYETTEVILLE reuses the delivered documents subsequent to the completion of the Project, nothing contained in this paragraph shall alter the ENGINEER's responsibilities and obligations under this Agreement.

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:  
113 West Mountain  
Fayetteville, AR 72701

ENGINEER's address:

438 East Millsap Road, Suite 107  
Fayetteville, Arkansas 72703

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

**SECTION 7 - SPECIAL CONDITIONS**

7.1 Additional Responsibilities of ENGINEER:

7.1.1 CITY OF FAYETTEVILLE's or any Federal or State Agency's review, approval, or acceptance of design drawings, specifications, reports and other services furnished

hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's nor any Federal or State Agency's review,, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 ENGINEER 's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

## 7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

## 7.3 Audit: Access to Records

7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have

access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.



7.4 Covenant Against Contingent Fees

7.4.1 ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

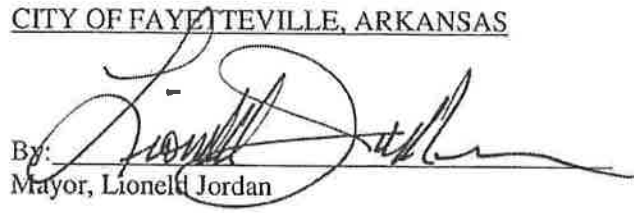
7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

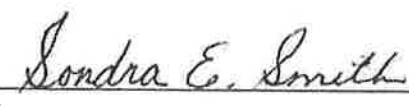
- 7.6 Arkansas Freedom of Information Act
- 7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will 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.
- 7.6.2 Pursuant to Arkansas Code Ann. § 25-19-105(b)(20), the personal information of CITY OF FAYETTEVILLE water system customers must be treated as confidential information and shall not be made available for inspection except by ENGINEER's employees as required to fulfill the terms of this Agreement. Upon completion of ENGINEER's contractual duties and after approval of ENGINEER's documents, the ENGINEER agrees to destroy or return to CITY OF FAYETTEVILLE any copies of records containing information about CITY OF FAYETTEVILLE water system customers.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By:   
Mayor, Lionel Jordan

ATTEST:

By:   
City Clerk



HAWKINS-WEIR ENGINEERS, Inc.

By:   
\_\_\_\_\_

Title: President & CEO

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**Appendix A**  
**Scope of Services**  
**Goshen Ground Water Storage Tank and Benson Pressure Plane Improvements**  
**City of Fayetteville, Arkansas**  
**HWEI Project No. 2017076**  
**August 31, 2017**

**Task Description**

**Task 1 – Preliminary Design Phase**

1. Participate in a project kickoff meeting with the Owner
2. Prepare a Preliminary Engineering Report
  - a. Evaluate elevated water storage tank design options
  - b. Evaluate water booster pump station design options
  - c. Evaluate tank mixing and DPB control systems for the Goshen and Benson tanks
  - d. Meet with City Staff to present the Preliminary Engineering Report
3. Manage title research for the proposed Benson tank site and the proposed water line route by our sub-consultant, Waco Title
4. Determine property ownership for Rights of Entry notification by the City of Fayetteville
5. Survey the existing Goshen tank site
  - a. Coordinate utility locates through ARKUPS
6. Survey the proposed Benson tank site
  - a. Coordinate utility locates through ARKUPS
7. Survey the proposed water line route
  - a. Coordinate utility locates through ARKUPS
8. Manage a geotechnical soils investigation of the proposed Benson tank site by our sub-consultant GTS, Inc.
9. Coordinate with CH2M regarding SCADA design
10. Prepare a base drawing

**Task 2 – Final Design Phase**

1. Prepare final design drawings and construction details
  - a. Prepare and submit a 50% design review set of drawings, including a 50% cost estimate
    - i. Participate in a 50% design review meeting with the Owner and prepare meeting minutes
  - b. Prepare and submit a pre-final design review set of drawings, technical specifications, and a pre-final cost estimate
    - i. Participate in a pre-final design review meeting with the Owner and prepare meeting minutes
  - c. Prepare and submit a final set of drawings and construction details sealed by a Professional Engineer licensed in the State of Arkansas, including a final cost estimate
2. Prepare bid documents. The City will provide front end document templates. Format for specifications will be the City's Standard Specifications
3. Prepare Land Descriptions and exhibits for easement and property acquisition documents
  - a. Coordinate with the City Land Agent and prepare any required document revisions
4. Prepare the Arkansas Department of Environmental Quality (ADEQ) storm water pollution prevention plan (SWPPP)

5. Perform quality assurance review of the design documents
6. Deliver one (1) reproducible full-size copy, two (2) half-size copies, and one (1) electronic copy of the plans and specifications to the City for their use and for reproduction
7. Incorporate final design drawing revisions following any comments received from the City, regulatory agencies, or as required to address property/easement acquisition requirements

#### Task 3 – Advertising and Bidding Phase

1. Assist the City in advertising the project for bidding
2. Conduct a pre-bid conference with the Owner and prospective bidders
3. Prepare any necessary bidding addendums
4. Assist the City in receiving bids and preparing a certified bid tabulation
5. Review bids and prepare a recommendation to the City for the award of a Construction Contract
6. Assist in the preparation of Contract Documents for execution between the City and Contractor

**Standard Billing Rate Structure  
For Hourly Fee Based Contracts  
Hawkins-Weir Engineers, Inc.  
Effective August 20, 2017 through August 18, 2018**

**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	\$ 60 Per Hour
Technician I	\$ 55 Per Hour

**Field Technician - Field Inspector**

Inspector II	\$ 75 Per Hour
Inspector I	\$ 60 Per Hour

**Field Surveying**

GPS Survey	\$ 175 Per Hour
------------	-----------------

**Administrative**

Business Manager	\$ 85 Per Hour
------------------	----------------

**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	\$0.535 per mile effective 1/1/17*

**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.*

**City of Fayetteville, Arkansas**  
**Goshen Ground Water Storage Tank and Benson Pressure Plane Improvements**  
**Hawkins-Weir Project No. 2017076**  
**August 31, 2017**

**Task 1 - Preliminary Design Phase**

	Engr VII	Engr V	Engr IV	Engr I	GPS Survey	Designer II	Tech III	Tech I	Total Hours
1. Participate in a project kickoff meeting with the Owner	4	4	4					2	14
2. Prepare a Preliminary Engineering Report	8		4	8					20
a) Evaluate elevated water storage tank design options			8	4				4	16
b) Evaluate water booster pump station design options		8	4	4				4	20
c) Evaluate tank mixing and DPS control systems for the Goshen and Benson tanks		4	4	8				4	20
d) Meet with City Staff to present the Preliminary Engineering Report	4		4					4	12
3. Manage title research for the proposed Benson tank site and the proposed water line route by our sub-consultant, Waco Title			2				4		6
4. Determine property ownership for Rights of Entry notification by the City of Fayetteville			2			2		2	6
5. Survey the existing Goshen tank site			2		24	4			30
a) Coordinate utility locates through ARKUPS						2			2
6. Survey the proposed Benson tank site			2		8	2			12
a) Coordinate utility locates through ARKUPS						2			2
7. Survey the proposed water line route			2		8	2			12
a) Coordinate utility locates through ARKUPS						2			2
8. Manage a geotechnical soils investigation of the proposed Benson tank site by our sub-consultant GTS, Inc.			4				4		8
9. Coordinate with CH2M regarding SCADA design		24	4					2	30
10. Prepare a base drawing			2				16	2	20
<b>TOTAL HOURS =</b>	<b>16</b>	<b>40</b>	<b>48</b>	<b>24</b>	<b>40</b>	<b>16</b>	<b>24</b>	<b>24</b>	<b>232</b>
									<b>\$29,400</b>

**Task 2 - Final Design Phase**

	Engr VII	Engr V	Engr IV	Engr I	GPS Survey	Designer II	Tech III	Tech I	Total Hours
1. Prepare final design drawings and construction details									
a) Prepare and submit a 50% design review set of drawings, including a 50% cost estimate	8	16	48	40			80		192
i. Participate in a 50% design review meeting with the Owner and prepare meeting minutes	4	4	4						12
b) Prepare and submit a pre-final design review set of drawings, technical specifications, and a pre-final cost estimate	8	16	40	40			24	24	152
i. Participate in a pre-final design review meeting with the Owner and prepare meeting minutes	4	4	4						12
c) Prepare and submit a final design set of drawings and construction details sealed by a Professional Engineer licensed in the State of Arkansas, including a final cost estimate		4	16	16			24		60
2. Prepare bid documents. The City will provide front end document templates. Format for specifications will be the City's Standard Specifications		4	16	16				8	44
3. Prepare Land Descriptions and exhibits for easement and property acquisition documents			4			4	8	4	20
a) Coordinate with City Land Agent and prepare any required document revisions			4			4	8		16
4. Prepare the Arkansas Department of Environmental Quality (ADEQ) storm water pollution prevention plan (SWPPP)			4				8		12
5. Perform quality assurance review of the design documents	16		16	8			8		48
6. Deliver one (1) reproducible full-size copy, two (2) half-size copies, and one (1) electronic copy of the plans and specifications to the City for their use and for reproduction			4					4	
7. Incorporate final design drawing revisions following any comments received from the City, regulatory agencies, or as required to address property/easement acquisition requirements	24		40	2		8		10	84
<b>TOTAL HOURS =</b>	<b>64</b>	<b>48</b>	<b>200</b>	<b>122</b>	<b>0</b>	<b>16</b>	<b>160</b>	<b>50</b>	<b>652</b>
									<b>\$73,000</b>

**City of Fayetteville, Arkansas**  
**Goshen Ground Water Storage Tank and Benson Pressure Plane Improvements**  
**Hawkins-Weir Project No. 2017076**  
**August 31, 2017**

**Task 3 - Advertising and Bidding Phase**

	Engr VII	Engr V	Engr IV	Engr I	GPS Survey	Designer II	Tech III	Tech I	Total Hours
1. Assist the City in advertising the project for bidding	2		2						4
2. Conduct a pre-bid conference with the Owner and prospective bidders	2	2	2	4					10
3. Prepare any necessary bidding addendums	2	2	4	8			16	8	40
4. Assist the City in receiving bids and preparing a certified bid tabulation	2		4					2	8
5. Review bids and prepare a recommendation to the City for the award of a Construction Contract	2		4					2	8
6. Assist in the preparation of Contract Documents for execution between the City and Contractor	2		8					8	18
<b>TOTAL HOURS =</b>	<b>12</b>	<b>4</b>	<b>24</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>20</b>	<b>88</b>
									<b>\$9,400</b>

**Reimbursable Expenses and Subconsultant Fees**

Item	Description	Total
1. Outside Services - Title Research	Waco Title - 5 Parcels @ \$200/parcel - Deed of Record and Easement Research	\$1,200
2. Outside Services - Geotechnical Testing	GTS - Soils	\$6,000
3. Outside Service - Utility Locates	ARKUUPS	\$1,000
4. Outside Service - Lead Paint Testing	Lead Based Paint Confirmation Testing	\$500
5. ADH Review Fee	Review of plans and specifications	\$500
6. ADEQ Stormwater Permit Fee	Stormwater Discharge Permit	\$300
7. Reproduction & Printing	Copies of plans and specifications	\$500
<b>Total Estimated Reimbursables</b>		<b>\$10,000</b>

**ENGINEERING SERVICES SUMMARY**

Task 1	Preliminary Design Phase	\$39,400
Task 2	Final Design Phase	\$73,000
Task 3	Advertising and Bidding Phase	\$9,400
	Reimbursable Expenses and Subconsultant Fees	\$10,000
	<b>Total Engineering Fee - Not to Exceed</b>	<b>\$ 121,800</b>