

City of Fayetteville Staff Review Form

2016-0223

Legistar File ID

6/7/2016

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

Jim Beavers

4/26/2016

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Fayetteville City Staff recommends approval of the professional engineering contract with McGoodwin, Williams and Yates (MWY) in the not to exceed amount of \$182,077.00 for the Water Master Plan Update and Dinsmore Trail Water Line Replacement.

Budget Impact:

5400.5600.5314.00	Water & Sewer																														
Account Number	Fund																														
12009.1601	Water System Rehabilitation/Replace																														
Project Number	Project Title																														
<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">Budgeted Item?</td> <td style="width: 15%;"><u>Yes</u></td> <td style="width: 30%;">Current Budget</td> <td style="width: 15%; text-align: right;">\$</td> <td style="width: 25%; text-align: right;">4,296,251.00</td> </tr> <tr> <td></td> <td></td> <td>Funds Obligated</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">95,944.50</td> </tr> <tr> <td></td> <td></td> <td>Current Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">4,200,306.50</td> </tr> </table>	Budgeted Item?	<u>Yes</u>	Current Budget	\$	4,296,251.00			Funds Obligated	\$	95,944.50			Current Balance	\$	4,200,306.50	<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">Does item have a cost?</td> <td style="width: 15%;"><u>Yes</u></td> <td style="width: 30%;">Item Cost</td> <td style="width: 15%; text-align: right;">\$</td> <td style="width: 25%; text-align: right;">182,077.00</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td><u>No</u></td> <td>Budget Adjustment</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Remaining Budget</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">4,018,229.50</td> </tr> </table>	Does item have a cost?	<u>Yes</u>	Item Cost	\$	182,077.00	Budget Adjustment Attached?	<u>No</u>	Budget Adjustment					Remaining Budget	\$	4,018,229.50
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		Remaining Budget	\$	4,018,229.50																											

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

MEETING OF JUNE 7, 2016

TO: Mayor and City Council

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

FROM: Jim Beavers, P.E. Utilities Engineer

DATE: April 26, 2016

SUBJECT: Approval of the engineering contract with McGoodwin, Williams and Yates (MWY) for the Water Master Plan Update and the Dinsmore Trail Water Line Replacement

RECOMMENDATION:

Fayetteville City Staff recommends approval of the professional engineering contract with McGoodwin, Williams and Yates (MWY) in the not to exceed amount of \$182,077.00 for the Water Master Plan Update and the Dinsmore Trail Water Line Replacement.

BACKGROUND:

The contract includes two tasks: the Water Master Plan Update, and the design for replacing approximately 3,000 linear feet of water line on Dinsmore Trail.

The previous update to the Water Master Plan was done in 2011 (by MWY). The Water Master Plan Update provides a planning tool for our future Capital Improvement Program projects. Additionally, Arkansas Department of Health Regulations include the requirement for long range planning and requested five (5) year updates. The Dinsmore Trail water line replacement design is requested due to the condition of the existing water line.

DISCUSSION:

McGoodwin, Williams and Yates (MWY) was selected for these two tasks in a formal engineering selection committee meeting on April 1, 2016 (RFQ 16-01). The contract scope and the not to exceed costs were negotiated by City Utilities staff.

BUDGET/STAFF IMPACT:

Budgeted funds are available in Water System rehabilitation 12009.

Attachments:

1. Staff Review Form
2. Purchase Order
3. Contract signed by McGoodwin, Williams and Yates (MWY)

City of Fayetteville - Purchase Order Request (PO) <small>(Not a Purchase Order)</small> All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.:	Date: 4/22/2016		
							P.O Number:			
Vendor #: 7550		Vendor Name: McGoodwin, Williams and Yates, Inc.					Mail <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Legistar#: 2016-0223	
Address: 302 E Millsap Road					FOB Point: Fayetteville		Taxable <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Expected Delivery Date:	
City: Fayetteville			State: AR		Zip Code: 72703	Ship to code:	Quotes Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Requester: Cheryl Partain					Requester's Employee #: 2548		Extension: 8224			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Engineering Contract for the Water Master Plan Update and Dismore Trail Water Line Replacement	1	EA	182,077.00	\$182,077.00	5400.5600.5314.00	12009.1601			
2										
3										
4										
5										
6										
7										
8										
9										
10										
*	Shipping/Handling		Lot							
Special Instructions:							Subtotal: <u>\$182,077.00</u>			
							Tax: _____			
							Total: <u>\$182,077.00</u>			
Approvals:										
Mayor: _____			Department Director: _____				Purchasing Manager: _____			
Chief Financial Officer: _____			Budget Director: _____				IT Director: _____			
Dispatch Manager: _____			Utilities Manager: _____				Other: _____			

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
MCGOODWIN, WILLIAMS, AND YATES, INC.

WATER MASTER PLAN UPDATE AND DINSMORE TRAIL WATER MAIN REPLACEMENT

THIS AGREEMENT is made as of June 7, 2016, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and McGoodwin, Williams, and Yates, Inc. (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, 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.

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 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 ENGINEER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during the 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, sketches, cost opinions, 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. The Utilities director 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 and/or its representative 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. The anticipated schedule for this project is included as Appendix A.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is **\$182,077.00**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price or Lump Sum basis as described in Appendix A.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services 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 as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be

made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

5.3.1 All statements are payable upon receipt and 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.

5.4 Final Payment

5.4.1 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 his 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 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 consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

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 After payment in accordance with Paragraphs 6.5.3 and 6.5.4 above, deliver or otherwise make available to CITY OF FAYETTEVILLE all project deliverables at the latest stage of completion (e.g. 30%, 90%, etc.) CITY OF FAYETTEVILLE shall have the limited right to use the deliverables subject to the provisions of Paragraph 6.12.2.
- 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, CAD drawings, estimates, field notes, and project 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 all documents on electronic media ("delivered documents"), as instruments of professional service. 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 the 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 the 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 Street
Fayetteville, Arkansas 72701

ENGINEER's address:
302 E. Millsap Road
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 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 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 Ark. Code Ann. § 25-19-105(b)(20), the personal information of City 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 its contractual duties and after approval of the Water Master Plan, ENGINEER agrees to destroy or return to the CITY OF FAYETTEVILLE any copies of records containing information about City 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

McGOODWIN, WILLIAMS & YATES, INC.

By : _____
Mayor, Lioneld Jordan


By: _____
Brad B. Hammond, P.E.

ATTEST:

By: _____
City Clerk

Title: President

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

APPENDIX A – SCOPE OF SERVICES

This is **Appendix A**, consisting of 5 pages, referred to in and part of the **Agreement For Professional Engineering Services** between CITY OF FAYETTEVILLE, ARKANSAS and McGOODWIN, WILLIAMS, AND YATES, INC. dated June 7, 2016.

Initial:

CITY OF FAYETTEVILLE _____

McGOODWIN, WILLIAMS, AND YATES, INC. _____



The following contains additional Scope of Services tasks.

A.1 General Scope

The work covered by this agreement includes a water master plan update and replacement of approximately 3,000 linear feet of water main along Dinsmore Trail. For the purposes of project accounting, the project is separated into two phases with distinct project names and reference numbers as follows:

1. Dinsmore Trail Water Main Replacement (MWY Project No. FY0362)
2. Water Master Plan Update (MWY Project No. FY0363)

A.2 Specific Scope of Services

McGOODWIN, WILLIAMS, AND YATES shall provide a suitable engineering staff to complete the necessary field surveys, to perform detailed design, to prepare plans and specifications, to provide needed services during the bid phase and the construction phase of the project, and to provide other services as may be directed by the CITY OF FAYETTEVILLE. The staff shall consist of engineers, engineering technicians, inspectors and other assistants as may be necessary to carry on the work in an efficient and expeditious manner. McGOODWIN, WILLIAMS, AND YATES will provide the following services:

A2.1 Detailed Design and Preparation of Construction Plans and Specifications (Project FY0362)

1. Meet with the CITY OF FAYETTEVILLE to understand the project needs.
2. Consult with regulatory and governmental authorities having jurisdiction over the project.
3. Prepare construction specifications and drawings, including necessary surveying, engineering design, and drafting.
4. Prepare an opinion of probable cost of the authorized construction.
5. Prepare easement documents. Easement acquisition will be the responsibility of the Owner, although McGOODWIN, WILLIAMS, AND YATES will provide information and attend meetings with the Owner and property owners upon request.
6. Submit, on behalf of the CITY OF FAYETTEVILLE, construction specifications, drawings and design criteria for approval to the Arkansas Department of Health and other agencies, if required.

7. Prepare necessary environmental and other permitting applications, including SWPPP and BMP plans, and assist with submittal to appropriate federal, state and local agencies. Permitting fees will be paid directly by the CITY OF FAYETTEVILLE and are not included in the professional design fees. The scope does NOT include biological surveys or archeological/cultural resource surveys. If required by regulatory agencies, biological surveys and/or archeological/cultural resource surveys will be provided as a reimbursable expense.

A2.2 Bidding and Preconstruction Services (Project FY0362)

McGOODWIN, WILLIAMS, AND YATES will provide technical interpretation of the plans and specifications as needed, prepare addenda as required, attend a pre-bid conference and the bid opening, provide an engineering analysis of the bids received, make recommendations concerning award of the construction contract and assist in the preparation of contract documents. Supporting documents will be prepared and submitted to the CITY OF FAYETTEVILLE.

A2.3 Construction Phase Services (Project FY0362)

1. Attend a preconstruction conference. At the time of the preconstruction conference, a Notice to Proceed will be issued.
2. Furnish professional engineers to make visits to the site at appropriate intervals to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, the Engineer shall have no control over nor responsibility for the Contractor's means, methods, sequence, techniques or procedures in performing the work, or for safety programs in connection with the work. These are solely the responsibilities of the Contractor, who is also responsible for complying with all health and safety precautions as required by any regulatory agencies.
3. If requested by the CITY OF FAYETTEVILLE, furnish the services of other field personnel for on-the-site observation of construction and for the performance of required construction layout surveys when requested by the CITY OF FAYETTEVILLE. The authority and duties of such Project Representatives are limited to examining the material furnished and observing the work done and to reporting their findings to the Engineer. The Engineer will use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the Engineer will use diligence to see that the Project Representatives are on the job to perform their required duties.
4. The required construction layout surveys will include the establishment of baselines for locating the work, with a suitable number of benchmarks for site elevation references as shown in the plans and specifications.
5. Consult with and advise the CITY OF FAYETTEVILLE; issue all instructions to the contractor requested by the Owner; and prepare routine change orders as required.
6. Review submittals by the Contractor at the request of the CITY OF FAYETTEVILLE. This review is for the benefit of the CITY OF FAYETTEVILLE to ensure general conformance with the design concept of the project and general compliance by the contractor with the information given in the contract documents. It does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the

job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the contract documents.

7. Review monthly and final estimates for payments to the Contractor prepared by the CITY OF FAYETTEVILLE.
8. Attend, in company with the CITY OF FAYETTEVILLE's Representative, a final inspection of the project. This inspection will be for conformance with the design concept of the project and compliance with the contract documents.
9. Furnish to the CITY OF FAYETTEVILLE two copies of the record drawings for the project.

A2.4 Water Master Plan Update (Project FY0363)

1. Utilize Innovyze InfoWater software and the City's current water model.
2. Review model and make necessary updates based on the City's current GIS.
3. Create diurnal demand curves for each usage class.
4. Geocode water usage data from city's billing records.
5. Evaluate and place major demand customers in model.
6. Perform necessary field work to obtain system flows, pressures, and other data at appropriate locations and use this information to calibrate the water model.
7. Analyze the water distribution system under existing conditions for the year 2017 and projected conditions of population and water use through the year 2037 that includes the following:
 - a. Average Day Demand
 - b. Maximum Day Demand
 - c. Maximum Hourly Demand
 - d. Fire Flow Conditions
 - e. Identification of major low pressure areas within the distribution system and recommendations on mitigation of the low pressure (less than 40 pound per square inch (psi)) at projected demands.
 - f. Identification of improvements required to serve the city's water service territory, including the planning area jurisdiction.
 - g. Develop recommended sizing and preliminary routing of future distribution and/or transmission lines in anticipated major growth areas, generally requiring pipe sizes 12 inches or greater.
 - h. Evaluation of adequacy of total system storage and recommendation on locations for new storage and booster station that may be required.
 - i. Using the updated hydraulic water model, perform a water quality analysis to evaluate the chlorine residual and residence time (age), to identify potential problem regions within the distribution system.
8. Evaluate and make recommendations for the following specific areas as requested by the CITY OF FAYETTEVILLE:
 - a. Evaluate the potential need for separating the Gulley and Goshen pressure planes, including revised scope and opinion of probable costs.
 - b. Expedite and provide recommendations for the Benson Mountain pressure plane and water tank (east of Goshen). Options as identified by the CITY OF FAYETTEVILLE include relocating existing standpipe; relocating the Township water tank to Benson; and providing a new elevated water tank at Benson Mountain.

- c. Expedite and provide a recommendation for the Township pressure plane and water tank, and the Ash Street pump station. The CITY OF FAYETTEVILLE is considering additional storage on Township.
- 9. Prepare planning-level scopes, schematic maps and opinions of probable costs for recommended CIP projects including:
 - a. Immediate improvements
 - i. Phase 1 (Present - 2022)
 - b. Future Improvements
 - i. Phase 2 (2022 - 2027)
 - ii. Phase 3 (2027 - 2037)
- 10. Assist the city staff with review and understanding of the existing automated valve system using the previous study performed by others and/or the existing operation & maintenance manual prepared by others.
- 11. Prepare and transmit a draft report describing the analyses and recommendations for review by the CITY OF FAYETTEVILLE. After receiving review comments from the city, prepare and transmit a final report to the CITY OF FAYETTEVILLE and the Arkansas Department of Health.
- 12. The Water Master Plan Update will include the requirements of the Arkansas Department of Health, Arkansas Public Water system Compliance Summary including Chapter 12: "Water System Planning and Capacity Development".

A.3 Project Deliverables

The following will be submitted to the CITY OF FAYETTEVILLE, or others indicated, by the McGOODWIN, WILLIAMS, AND YATES as part of the Project.

A.3.1 Deliverables Dinsmore Trail Water Main Replacement (MWY Project No. FY0362)

- 1. Two (2) copies of Construction Documents for up to three review phases.
- 2. Two (2) copies of Easement Documents.
- 3. Electronic files in accordance with the Agreement.

A.3.2 Deliverables Water Master Plan Update (MWY Project No. FY0363)

- 1. Two (2) copies of the DRAFT Master Plan Report for review.
- 2. Five (5) copies of the FINAL Master Plan Report.
- 3. Electronic files in accordance with the Agreement.

A.4 Compensation

In consideration of the performance of the foregoing services by McGOODWIN, WILLIAMS, AND YATES, the CITY OF FAYETTEVILLE shall pay to McGOODWIN, WILLIAMS, AND YATES compensation as follows:

- 1. Compensation shall be paid to McGOODWIN, WILLIAMS, AND YATES on the basis of McGOODWIN, WILLIAMS, AND YATES's standard hourly rates in effect at the time the work is performed, plus reimbursable expenses. Rates are adjusted annually at the beginning of each calendar year. McGOODWIN, WILLIAMS, AND YATES agrees to keep the CITY OF FAYETTEVILLE apprised in a timely manner of costs incurred.
- 2. The reimbursable expenses for which McGOODWIN, WILLIAMS, AND YATES will be reimbursed shall include travel expenses when traveling outside Northwest Arkansas in connection with the project, rental expenses for special equipment needed for completion

of the work, purchase of material, and other expenses directly attributable to the project, including any work performed by subcontractors. McGOODWIN, WILLIAMS, AND YATES shall charge the CITY OF FAYETTEVILLE for reimbursable expenses at actual cost plus ten percent (10%).

3. Maximum not-to-exceed amounts for each project/project phase are set forth below.

A4.1 Dinsmore Trail Water Main Replacement (MWY Project No. FY0362)

1. The maximum not-to-exceed amount for services described in Section A2.1 Detailed Design and Preparation of Construction Plans and Specifications and Section A2.2 Bidding and Preconstruction Services is \$33,389.00.
2. The maximum not-to-exceed amount for services described in Section A2.3 Construction Phase Service shall be established by an amendment to this agreement after completion of the Bidding and Preconstruction Services phase.

A4.2 Water Master Plan Update (MWY Project No. FY0363)

1. The maximum not-to-exceed amount for services described in Section A2.4 Water Master Plan Update is \$148,688.00.

A.5 Project Design Schedule

McGOODWIN, WILLIAMS, AND YATES shall begin work under this Agreement within two (2) working days of a Notice to Proceed (NTP) and shall complete the work described in Section A2 above in accordance with the schedule below.

A.5.1 Dinsmore Trail Water Main Replacement (MWY Project No. FY0362)

1. Submit preliminary design drawings and preliminary opinion of probable construction cost
 - o 30 Calendar days after NTP
2. Revise preliminary design drawings and submit final design drawings, opinion of probable cost, and easement documents
 - o 30 Calendar days after receipt of written comments from the City of Fayetteville regarding preliminary design drawings

A.5.2 Water Master Plan Update (MWY Project No. FY0363)

1. Deliver draft Master Plan Update Report
 - o 360 Calendar days after NTP
2. Deliver final Master Plan Update Report
 - o 30 Calendar days after receipt of written comments from the City of Fayetteville regarding draft report

A.6 Attachments

1. McGoodwin, Williams & Yates Fee Estimate - Dinsmore Trail Water Main Replacement
2. McGoodwin, Williams & Yates Fee Estimate – Water Master Plan Update
3. McGoodwin, Williams & Yates Schedule of Classifications and Rates for 2016

PROJECT NUMBER FY0362

McGOODWIN, WILLIAMS & YATES - FEE ESTIMATE
City of Fayetteville Dinsmore Trail Water Main Replacement

TASK	MAN-HOURS																							TASK	TASK		
	ENGR 7	ENGR 6	ENGR 5	ENGR 4	ENGR 3	ENGR 2	ENGR 1	ARCH 3	ARCH 2	ARCH 1	TECH 6	TECH 5	TECH 4	TECH 3	TECH 2	TECH 1	ADMIN 6	ADMIN 5	ADMIN 4	ADMIN 3	ADMIN 2	ADMIN 1	GPS	MAN-HRS	COST		
Design & Preparation of Plans and Specifications																											
Survey																											
Existing Utility Locates											1				1										2	\$193	
Set Control and Topo Route		1			2						2				24										4	33	\$2,830
Process Data											1				2										3	3	\$271
																									0	0	\$0
Easements (6 Parcels)																											
Research											2														0	0	\$0
Field Work											4				4									4	12	\$1,076	
Prepare Easements & Plot Deeds		1									12				6				6						25	25	\$2,550
																									0	0	\$0
Preparation of Plans and Specifications																											
Develop Title and Index Sheets															4										4	4	\$428
Develop Alignment Map with Aerial Photo		1													8										9	9	\$1,036
Develop Plan and Profile Sheets (4) on 22"x34" Sheets		2			16						2			40											60	60	\$6,822
Detail Sheets		1			4						1			8											14	14	\$1,639
Quantities and Develop Opinion of Probable Cost		1			2						4														7	7	\$884
Develop SWPPP and BMP Plans					24								4												28	28	\$3,356
Develop Specifications and Contract Documents		4			8														8						20	20	\$2,392
Meeting with City Staff to review preliminary plan sheets		2			2																				4	4	\$604
Revise plans per city comments		2			4								8												14	14	\$1,704
Meeting with City Staff to review Final Plans		2			2																				4	4	\$604
MWY In-house plan review											4														4	4	\$460
Run copies and assemble plan and specification sets												4						4							8	8	\$776
																									0	0	\$0
Bid and Preconstruction Phase Services																											
Coordinate Advertisement and Distribute Plans		1																							4	5	\$464
Attend Pre-Bid Conference and Prepare Minutes		2			4																				6	6	\$848
Questions from Planholders		2			4																				6	6	\$848
Assist Addendum Preparation		2			4																				6	6	\$848
Attend Bid Opening & Assist with Evaluation of Bids		1			2																				3	3	\$424
Recommendation & Contract Award		1																	2						3	3	\$354
Attend Public Meetings		4																							4	4	\$720
Assist with Construction Contract Preparation		1																	4						5	5	\$528
																									0	0	\$0
																									0	0	\$0
TOTAL MANHOURS	0	31	0	0	78	0	0	0	0	0	33	76	0	37	0	0	0	24	0	4	0	0	8	291			

Design & Preparation of Plans and Specifications	
Survey	\$3,294
Easements (6 Parcels)	\$3,856
Preparation of Plans and Specifications	\$20,705
Reimbursables: ADH Review Fee	\$500
Subtotal Design Phase Services	\$28,355
Bid and Preconstruction Phase Services	\$5,034
Total Design and Bid Phase Services	\$33,389

PROJECT NUMBER FY0363

McGOODWIN, WILLIAMS & YATES - FEE ESTIMATE
City of Fayetteville Water Master Plan Update

TASK	MAN-HOURS																				TASK	TASK						
	ENGR 7	ENGR 6	ENGR 5	ENGR 4	ENGR 3	ENGR 2	ENGR 1	ARCH 3	ARCH 2	ARCH 1	TECH 6	TECH 5	TECH 4	TECH 3	TECH 2	TECH 1	ADMIN 6	ADMIN 5	ADMIN 4	ADMIN 3	ADMIN 2	ADMIN 1	GPS	MAN-HRS	COST			
Design Parameter Coordination																												
Review Existing Planning Documents		2		8																						10	\$1,400	
Coordination with Planning and Municipal Jurisdictions				8																						8	\$1,040	
Develop Growth Zones based on Comprehensive Plan		8		24																						32	\$4,560	
Model Update																												
Placement of new waterlines, etc. into model since last update				24	40																					64	\$8,000	
Review model obtained from City and make necessary additions (i.e. Phased Imp., pump curves, etc.)				24																						24	\$3,120	
Verify and create average day and maximum day diurnal demand curves for each usage class				24	16																					40	\$5,072	
Evaluate and Geocode Water usage data from city's billing records				64									24													88	\$10,888	
Review data not successfully geocoded and perform custom entry				20	8							12														40	\$4,860	
Distribute uncoded data to the model polygons				16								6														22	\$2,722	
Evaluate and place major demand customers				16																						16	\$2,080	
Field work for data collection on actual system flow/pressure				12	24																					36	\$4,488	
Calibrate the model				32	40																					72	\$9,040	
Analysis and Recommendations																												
Evaluate the system under existing conditions				40																							40	\$5,200
Apply future usage to growth areas				24																							24	\$3,120
Evaluate the following for each design horizon:																												
Transmission line analysis			4	24																							28	\$3,840
System storage			1	6																							7	\$960
Fire flow analysis			1	40																							41	\$5,380
Water quality and residence time analyses			1	16																							17	\$2,260
Analyze condition of pumping and storage facilities			1	16																							17	\$2,260
Low pressure areas			1	24																							25	\$3,300
Develop and analyze recommendations for improvements			12	40																							52	\$7,360
Develop opinions of probable costs for improvements			4	24							24																52	\$6,600
Specific system tasks to be evaluated as directed by City of Fayetteville																												
Analyze and recommend necessary improvements for seperating Gully and Goshen pressure planes			2	32																							34	\$4,520
Analyze and recommend necessary improvements for Benson Mtn. pressure plane			2	32																							34	\$4,520
Analyze and recommend necessary improvements for Township pressure plane			2	32																							34	\$4,520
Report Preparation																												
Prepare draft report			12	60								24															120	\$14,616
Revise report per city comments			2	8								4															16	\$2,002
Prepare and Perform Presentation at public meetings			4	16																							20	\$2,800
Submit to ADH and Respond to Comments				4																							4	\$520
Training																												
Provide training for City of Fayetteville staff				40																							40	\$5,200
																											0	\$0
Automated Valve Assistance																												
Assist the City of Fayetteville Staff with Review and Understanding of Automated Valve System			24	24																							48	\$7,440
TOTAL MANHOURS	0	83	0	774	128	0	0	0	0	0	24	70	0	0	0	0	0	26	0	0	0	0	0	0	1105			

Design Parameter Coordination	\$7,000
Model Update	\$50,270
Analysis and Recommendations	\$53,840
Report Preparation	\$19,938
Training	\$5,200
Automated Valve Assistance	\$7,440
Subtotal MWY Services	\$143,688
InfoWater Software Upgrade	\$5,000
Total	\$148,688

**ATTACHMENT
TO AGREEMENT FOR ENGINEERING SERVICES**

SCHEDULE OF CLASSIFICATIONS AND RATES FOR 2016

<u>Classification</u>	<u>Hourly Rate</u>
Engineer 7	\$225.00
Engineer 6	180.00
Engineer 5	170.00
Engineer 4	130.00
Engineer 3	122.00
Engineer 2	102.00
Engineer 1	88.00
Architect 3.....	\$ 134.00
Architect 2.....	96.00
Architect 1.....	86.00
Technician 6	\$ 115.00
Technician 5	107.00
Technician 4	89.00
Technician 3	78.00
Technician 2	62.00
Technician 1	49.00
Admin 6.....	\$ 94.00
Admin 5.....	87.00
Admin 4.....	79.00
Admin 3.....	71.00
Admin 2.....	53.00
Admin 1.....	38.00
GPS Surveying Equipment (when utilized)	\$ 76.00

Hourly rate schedules will be adjusted annually each January 1.

McGoodwin, Williams and Yates, Inc.
Consulting Engineers
Fayetteville, Arkansas

January 1, 2016