

**City Council Agenda Items  
and  
Contracts, Leases or Agreements**

5/15/2012

City Council Meeting Date  
Agenda Items Only

Shannon Jones  
Submitted By

Utilities Capital Projects  
Division

Utilities  
Department

**Action Required:**

Approval of an Engineering Services Agreement with RJN Group for \$499,595.00 to update the Wastewater Collection System Model and Master Plan.

\$ 499,595  
Cost of this request

5400.5600.5314.00  
Account Number

02017-2012  
Project Number

\$ 4,163,541  
Category / Project Budget

\$ 381,168  
Funds Used to Date

\$ 3,782,373  
Remaining Balance

Water & Sewer  
Program Category / Project Name

Sanitary System Rehab  
Program / Project Category Name

Water & Sewer  
Fund Name

Budgeted Item

Budget Adjustment Attached

*[Signature]*  
Department Director

27 April  
Date

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

*[Signature]*  
City Attorney

4-30-12  
Date

Original Contract Date: \_\_\_\_\_

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

*Paul A. Baker*  
Finance and Internal Services Director

4-30-2012  
Date

Received in City 04-30-12 A07:13 RCVD  
Clerk's Office  
*USB*

*[Signature]*  
Chief of Staff

4-30-12  
Date

Received in Mayor's Office  
**ENTERED**  
4-30-12 *SEP*

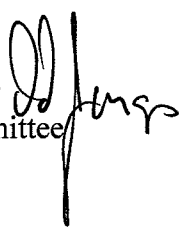
*[Signature]*  
Mayor

5/1/12  
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan  
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director  
Water/Sewer/Solid Waste Committee 

Date: April 27, 2012

Subject: Engineering Agreement with RJN Group for Wastewater Collection System Model and Master Plan

### **RECOMMENDATION**

City Administration recommends approval of an Engineering Services Agreement with RJN Group for \$499,595.00 to update the Wastewater Collection System Model and Master Plan.

### **BACKGROUND**

The City of Fayetteville is required to maintain adequate capacity in its wastewater collection and treatment system. In 1996 the City entered into a contract with CH2MHill and RJN Group Inc. to complete a Collection System Master Plan and Facility Plan for the City's wastewater system, with the objectives of eliminating wet weather sewer overflows, building in future capacity, and bringing the system into compliance with USEPA and ADEQ regulations. The recommendations in the master plan were implemented through the wastewater system improvement project (WSIP), which included construction of a new West Side WWTP, upgrading the existing Nolan WWTP and modifying the collection system to properly convey wastewater flow to the two WWTPs.

### **DISCUSSION**

The previous hydraulic model is now obsolete and does not provide the City the ability to evaluate the impact of new developments on the capacity of the collection and treatment system. This Master Plan Update will update the City's hydraulic model to reflect the current conditions and will also evaluate the impact of future growth within the City's service area. The computerized hydraulic model and software will be provided to the City as part of the deliverables of the project.

This model is not based on theoretical data. Developing the model requires significant monitoring of wastewater flows system wide at more than forty separate locations through both dry and wet seasons. The flows are calibrated with water usage on an area basis, and then with actual storm events, to ensure the model reflects all factors that impact wastewater flow. With this model, we can evaluate the impact of developments and redevelopments anywhere in our City's wastewater collection system. It also forecasts future flows to allow the City to plan for where greater capacity is required to accommodate future development- either as infill or in undeveloped areas.

The engineering selection committee met on April 12, 2012, and selected the RJN Group. The attached contract was developed through negotiations.

### **BUDGET IMPACT**

Funds are available in project 02017.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH RJN GROUP IN THE AMOUNT OF \$499,595.00 TO UPDATE THE WASTEWATER COLLECTION SYSTEM MODEL AND MASTER PLAN

**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 an engineering services agreement with RJN Group in the amount of \$499,595.00 to update the wastewater collection system model and master plan. A copy of the agreement is attached to this Resolution as Exhibit "A".

**PASSED and APPROVED** this 15<sup>th</sup> day of May, 2012.

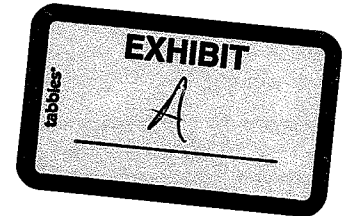
APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

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



THIS AGREEMENT is made as of \_\_\_\_\_, 2012, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and RJN GROUP (hereinafter called RJN).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with development of a Wastewater Collection System Model and Master Plan . Therefore, CITY OF FAYETTEVILLE and RJN in consideration of their mutual covenants agree as follows:

RJN shall serve as CITY OF FAYETTEVILLE's professional engineering and architectural consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of RJN'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 RJN
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of RJN
- 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 RJN**

- 2.1 General
  - 2.1.1 Perform professional services in connection with the Project as hereinafter stated.

2.1.1.1 The Scope of Services to be furnished by RJN during the Engineering Study is included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement.

2.1.2 RJN shall coordinate their activities and services with the CITY OF FAYETTEVILLE. RJN and CITY OF FAYETTEVILLE agree that RJN has full responsibility for the engineering services.

2.2 Engineering Services – Wastewater Collection System Model and Master Plan.

2.2.1 Perform engineering services as described in the Scope of Services in Appendix A.

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

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of RJN

3.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

3.2 Assist RJN by placing at RJN's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3.3 Assist RJN in obtaining access to property reasonably necessary for RJN to perform its services under this Agreement.

3.4 Examine all studies, reports, and other documents presented by RJN and render in writing decisions pertaining thereto.

3.5 The Utilities Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Utilities Engineer 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.

- 3.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to RJN 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. RJN 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 RJN**

- 5.1 Compensation
- 5.1.1 Wastewater Collection System Model and Master Plan

The maximum not-to-exceed amount authorized for this Agreement is **\$499,595**. The CITY OF FAYETTEVILLE shall compensate RJN based on a Unit Price or Lump Sum basis as described in Appendices A and B.

- 5.1.1.1 Subject to the City Council approval, adjustment of the not-to-exceed amount may be made should RJN establish and CITY OF FAYETTEVILLE agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.
- 5.1.1.2 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 RJN'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 RJN 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.

#### 5.2 Statements

Statements and progress report for each calendar month will be submitted to CITY OF FAYETTEVILLE. Statements will be based on RJN's percent completion of the project.

#### 5.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of RJN'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 RJN 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

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, RJN 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 RJN 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 RJN 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, RJN will maintain (in United States Dollars) the following minimum insurance coverages:

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

RJN 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 RJN 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 RJN's services.

6.2 Professional Responsibility

6.2.1 RJN will exercise reasonable skill, care, and diligence in the performance of RJN's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to RJN any defects or suspected defects in RJN's services of which CITY OF FAYETTEVILLE becomes aware, so that RJN 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 RJN



### 6.3 Cost Opinions and Projections

Cost opinions and projections prepared by RJN relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on RJN's experience, qualifications, and judgment as a design professional. Since RJN 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, RJN does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by RJN

### 6.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of RJN'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 RJN

### 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 RJN 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 RJN at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of RJN's default.

6.5.4 If termination for default is effected by RJN, 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 RJN for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by RJN 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, RJN 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 RJN 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 RJN to fulfill contractual obligations, it is determined that RJN 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

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

## 6.7 Rights and Benefits

RJN'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 RJN 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 RJN 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 RJN 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 RJN 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 RJN 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 RJN for services rendered by RJN

6.10 Publications

Recognizing the importance of professional development on the part of RJN's employees and the importance of RJN's public relations, RJN may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to RJN'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 RJN. 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 RJN's activities pertaining to any such publication shall be for RJN'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 RJN 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 Computer Models. RJN may use or modify RJN'S proprietary computer models in service of CITY OF FAYETTEVILLE under this agreement, or RJN may develop computer models during RJN's service to CITY OF OFAYETTEVILLE under this agreement. Such use, modification, or development by RJN does not constitute a license to CITY OF FAYETTEVILLE to use or modify RJN's computer models. Said proprietary computer models shall remain the sole property of RJN. CITY OF FAYETTEVILLE and RJN will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use RJN's computer models. The InfoWorks computer system model developed during this update will be delivered to the CITY of FAYETTEVILLE at the end of the Project. Two days of training on the modeling software will also be provided.

6.13 Ownership of Documents

All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, computer models and related data, and data are and remain the property of CITY OF FAYETTEVILLE. RJN may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications and other hard copy or electronic media prepared by RJN as part of the Services shall become the property of CITY OF FAYETTEVILLE when RJN has been compensated for all Services rendered, provided, however, that RJN shall have the unrestricted right to their use. RJN shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of RJN

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. RJN 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.

## Notices

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

RJV GROUP's address:

12160 Abrams, Suite 400  
Dallas, TX 75243

### 6.14 Successor and Assigns

CITY OF FAYETTEVILLE and RJN 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 RJN shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

### 6.15 Controlling Law

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

This Agreement represents the entire Agreement between RJN 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 RJN a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by RJN, 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 RJN**

- 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 RJN 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 RJN shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by RJN'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 RJN's obligations under this clause are in addition to RJN'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 RJN for faulty materials, equipment, or work.

### **7.2 Remedies**

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and RJN 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 RJN 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. RJN shall also maintain the financial information and data used by RJN 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. RJN 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 RJN;

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

RJN 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 RJN 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 RJN or any of RJN'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 RJN 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 RJN as it could pursue in the event of a breach of the Agreement by RJN. 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 RJN incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

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, RJN will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

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

CITY OF FAYETTEVILLE, ARKANSAS

RJN

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

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

ATTEST:

By: \_\_\_\_\_  
Sondra Smity, City Clerk

Title: \_\_\_\_\_

Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**CITY OF FAYETTEVILLE**  
**MASTER PLAN UPDATE**

The wastewater system contains over 540 miles of main sewer and two WWTPs and serves over 80,000 customers.

In 1996 the City of Fayetteville entered into contract with CH2MHill and RJN Group Inc. to complete a Collection System Master Plan and Facility Plan for the wastewater system in the City. The MASTER PLAN resulted in a recommended plan to eliminate wet weather overflows and bring the system into compliance with USEPA and ADEQ regulations. The Plan included construction of a new WWTP in the Illinois River Watershed, upgrading the existing Nolan WWTP in the White River Watershed as well as construction of new pipelines and lift stations to convey wastewater flow to the two WWTPs. The plan also recommended the abandonment of several lift stations within the City. The recommendations in the Plan were implemented through the WSIP which was mainly completed by 2008.

The changes made in the system as part of the WSIP resulted in the hydraulic model developed in 1996 to now be outdated and does not provide the CITY the ability to evaluate the impact of new developments on the capacity of the collection and treatment system. This Master Plan Update Project will update the CITY'S hydraulic model to reflect the current conditions and will also evaluate the impact of future growth within the CITY'S Service Area. The hydraulic model will be provided to the City as part of the deliverables of the project.

**RJN Group, Inc.'s responsibilities include field services, analysis, reporting and assistance to the CITY OF FAYETTEVILLE updating the Wastewater Collection System Master Plan Update as describe below:**

**1. PROJECT ADMINISTRATION AND MANAGEMENT:**

**A. PROJECT ADMINISTRATION:**

Prepare final schedule of work activities.

Meet with CITY OF FAYETTEVILLE staff on a periodic basis, to update previous investigative work, to coordinate upcoming work, and to receive any input from staff. Written documentation of each meeting will be provided. A total of four meetings are anticipated.

Perform general consultation with appointed CITY OF FAYETTEVILLE representative on an as-needed basis. Provide general overview opportunities for CITY OF FAYETTEVILLE personnel for observing regularly scheduled field inspection and testing activities.

Perform internal project control procedures on a monthly basis including schedule and budget control, quality control review, and monthly progress reports.

**B. DATA MANAGEMENT**

Obtain existing information provided by CITY OF FAYETTEVILLE including maps, flow and rainfall records, facility as-built drawing, pump curves, overflow occurrence records, CIP status and other pertinent information. CITY OF FAYETTEVILLE will provide ArcView shape files of the wastewater system and all relevant reports and appendices necessary to prepare the MASTER PLAN UPDATE. It is anticipated that CITY OF FAYETTEVILLE will provide RJN detailed winter water usage data by service address. It is also anticipated that the service addresses will readily match with geo-referenced address contained in the CITY OF FAYETTEVILLE GIS database.

**C. WORKSHOP**

A Workshop will be conducted with the CITY OF FAYETTEVILLE staff to establish the methodologies for updating the MASTER PLAN document. Additional workshops will also be used to establish the criteria and assumptions needed to perform the monitoring program, construct the hydraulic model, calibrate the model, and develop any improvement alternatives. The workshop is expected to cover:

- Goals and purpose for the selected monitoring locations
- Modeling criteria such as population estimates, loading estimates, dry and weather calibration methodologies, model construction, model integration, land use estimates, etc.
- Improvement alternatives based on design storm and model run strategies
- A total of three workshops are anticipated. These will occur at the milestones of the following:
  1. Model Development
  2. Model Calibration
  3. Alternative Evaluation

**2. FLOW MONITORING**

The flow monitoring program is intended to collect both dry and wet weather flows for a 60 day period. The CITY'S existing permanent flow meter will be utilized during the project and will be serviced and calibrated by RJN on a regular basis. The CITY'S permanent meters will be supplemented by 20 RJN owned temporary flow meters.

**A. SITE INVESTIGATION FOR TEMPORARY METERS**

Review the collection system maps, operational information for the collection system, and the proposed hydraulic model network to select strategic flow monitoring locations. Flow site locations from the previous flow study will be considered and adjusted, as necessary, to enable an evaluation of rehab effectiveness, determine existing flow characteristics and calibrate the hydraulic model.

Prepare and submit to CITY OF FAYETTEVILLE staff a map that shows the proposed flow monitoring sites.

B. METER INSTALLATION

Prepare flow metering equipment for field installation conducting a series of performance and calibration tests to verify equipment meets operating standards. Inspect the key monitoring locations to determine their suitability for installation of the equipment. If a location is identified as being unsuitable, then alternative sites will be identified and evaluated to determine their suitability for installing the selected equipment.

A sixty (60) day monitoring period is predicated on obtaining sufficient dry and wet weather conditions that include at least four (4) storm events of varying rainfall intensities in order to adequately calibrate the hydraulic model. 22 meters (2 City meters and 20 RJN meters) are assumed in the cost proposal.

C. METER MAINTENANCE

Maintain the temporary flow meters over the monitoring period to achieve at least a 90% uptime requirement. Routine service visits shall be performed on a bi-weekly basis to include in-situ depth and velocity confirmations, downloading recorded data, onsite analysis of the data, cleaning of the sensors, and replacing any defective or deficient equipment. In the event telemetry is used, data shall be downloaded and evaluated on a weekly basis. Data shall be reviewed within 24 hours of collection and field technicians will be dispatched no later than the following working day to correct any issues identified. If any issues are noted with the CITY'S permanent meters between RJN's regularly scheduled site visits, RJN will notify the CITY in order for their staff to service the meter(s).

D. METER REMOVAL (TEMPORARY METERS)

In the event the dry and wet weather criteria have been met by the end of the scheduled monitoring period, recommend the removal of flow meters. If the criteria has not been observed during the scheduled monitoring period, advise CITY OF FAYETTEVILLE to consider extending the monitoring period.

E. RAINFALL MONITORING

Acquire access to the existing CITY OF FAYETTEVILLE rain gauges and install up to ten (10) supplemental gauges with 0.01 inch accuracy to satisfy coverage requirements. Service rain gauges to obtain a continuous record of rainfall conditions during the monitoring period.

F. FLOW ANALYSIS AND REPORTS

- 1) Edit raw data and develop final calibrated flow data for flow meters.
- 2) Develop depth, velocity and quantity hydrographs for dry and wet weather flow conditions.
- 3) Analyze flow data for sub-drainage basins and develop average daily dry weather flow diurnal curves and base flow peaking factors.

- 4) Determine peak inflow rate for selected rainfall events and determine corresponding rainfall intensity for areas tributary to all flow monitoring locations.
- 5) Determine peak infiltration rates during high groundwater conditions, if possible.
- 6) Provide final calibrated flow meter data and flow components in a flow monitoring Technical Memorandum.

### **3. DEVELOPMENT OF FUTURE FLOWS**

The 1997 MASTER PLAN was based on population data and flows developed by CH2MHill and RJN Group Inc from data collected from the CITY and the Northwest Arkansas Planning Commission. The Plan looked at two scenarios which were for the Year 2020 and for ultimate build out of the 1996 planning area. The Master Plan update will evaluate the service area population growth to 115,000 and also reevaluate the ultimate buildout based on zoning and other land use changes that have occurred since 1996. The hydraulic analysis will also utilize the wastewater flows collected in Task 2 to evaluate rehabilitation efforts since 1996. Specific tasks are as follows:

- a. Review existing sewer service boundaries and compare to current aerial maps to determine area acceptable for future development.
- b. Interview CITY OF FAYETTEVILLE staff to determine plans for serving future developing areas.
- c. Obtain and review existing population data and future population projections from the Northwest Arkansas Planning Commission..
- d. Review City of Fayetteville zoning and land use mapping for identified undeveloped areas.
- e. Develop full build out population projections and estimated wastewater flows based on current flow monitoring data and compare to projects contained in the 1997 Master Plan Report.

The development of future flows will allow the system to be modeled and alternatives evaluated for full build out conditions.

### **4. HYDRAULIC MODEL UPDATE**

The existing hydraulic model currently contains a hydraulic network for line segments constructed prior to 1996 in the SWMM XP model. The SWMM model data will be imported into the InfoWorks CS model software and will be updated to include sewer segments constructed since 1996. For all sewer segments 10 inches in diameter and larger as well as critical 6 and 8 inch diameter sewers, invert and rim elevations will be obtained from the existing model or from existing record drawings. For the remaining non critical 6 and 8 inch diameter lines, the rim and invert elevations will be estimated utilizing the topographical data provided to RJN by the CITY. Specific task are as follows:

- a. Import existing model to the InfoWorks model software.
- b. Obtain record drawings of all 10 inch diameter and larger sewers as well as smaller diameter critical sewers constructed since 1996. Obtain invert elevations, diameters, and length data and input to model database.

- c. Conduct field surveys of selected sewer segments to verify or resolve any elevation discrepancies. A total of five (5) days of survey time is included in the cost estimate.
- d. Obtain and review record drawings of all flow equalization basins and input into model database.
- e. Obtain and review record drawings for lift stations and associated force mains and pump curves for major lift stations and input into model database. A total of 12 major pump stations are anticipated
- f. Redefine any sub-basin or catchment boundaries as needed due to system changes.
- g. Review profiles of all sewer lines and check for continuity and accuracy of model geometry.
- h. Perform visual field inspections as needed to resolve data conflicts.
- i. Recommend additional survey information as required, to ensure model integrity
- j. Update population and land use data to reflect current conditions.

## 5. MODEL CALIBRATION

The updated model will be calibrated for wet and dry conditions based on flow data from the flow monitoring task. Specific tasks will include:

- a. Select dry weather period from flow data
- b. Develop dry weather flow unit equivalents.
- c. Calibrate model to dry weather weekday and weekend conditions.
- d. Select three storm events with varying rainfall intensities that ideally do not result in overflows in the collection system.
- e. Calibrate model based on selected storm events.

The model will be calibrated by adjusting various parameters in the model until the model flows match the depth, velocity, and flow recorded by the flow meters. Where the model data can not be adjusted within acceptable parameters to match monitored conditions, field investigations may be preformed to evaluate actual system performance.

## 6. HYDRAULIC CAPACITY ANALYSIS

- a. Using the calibrated computer model, RJN shall perform a system analysis for existing dry weather conditions. Normal wastewater production and dry weather infiltration flow components versus available pipe capacity will be analyzed to determine if any potential dry weather hydraulic capacity problems currently exist.
- b. RJN will consult with the CITY to select a Design Storm Event to evaluate the collection system capacity for wet weather conditions. It is anticipated that the same design storm utilized for the WSIP (5-year/24-hour storm event with 2-year/60-minute peak intensity) will be utilized in this Update.

- c. Using the selected design storm event, RJN shall perform a system hydraulic analysis under existing population conditions to identify any capacity restrictions within the collection system and determine for each sewer segment, lift station, and force main in the model, the peak flows and the percentage of capacity used for the selected wet weather condition.
- d. Using the selected design storm event, the RJN shall perform a system hydraulic analysis under a future service area population condition of 115,000 to identify any capacity restrictions within the collection system and determine for each sewer segment, lift station, and force main in the model, the peak flows and the percentage of capacity used for the selected wet weather condition.
- e. Using the selected design storm event, the RJN shall perform a system hydraulic analysis under ultimate buildout condition to identify any capacity restrictions within the collection system and determine for each sewer segment, lift station, and force main in the model, the peak flows and the percentage of capacity used for the selected wet weather condition.
- f. Utilizing the model for the selected design storm event RJN will estimate the average daily flow and peak hour and peak day flows for each of the WWTP for the two population scenarios described above.

## **7. MASTER PLAN UPDATE**

The MASTER PLAN UPDATE consists of several tasks to evaluate the existing system performance and develop any necessary improvement alternatives to transport the projected flows for the scenarios described above. The tasks associated with the MASTER PLAN UPDATE will include:

- a. Effectiveness of rehabilitation efforts to date and level of actual I/I reduction.
- b. Prioritization of each monitored area for future SSES and rehabilitation efforts.
- c. Any necessary capacity improvements for full conveyance to the WWTPs.
- d. Peak flow management to downsize, defer or eliminate full conveyance alternative. These may include:
  - additional system storage
  - flow diversion/rerouting
  - I/I reduction
  - combination of alternatives
- e. Peak wastewater flows to each WWTP
- f. Develop MASTER PLAN UPDATE CIP.
- g. A draft report will be prepared and 5 copies submitted to the CITY OF FAYETTEVILLE. The report will include a summary of each task performed and include appendices of all relevant information. After review by the CITY OF FAYETTEVILLE staff, comments will be incorporated into a final report and 10 copies will be submitted to CITY OF FAYETTEVILLE.



**8. HYDRAULIC MODEL**

The InfoWorks CS model developed during this update will be delivered to the CITY of FAYETTEVILLE at the end of the Project. Two days of training on the modeling software will also be provided.

In signing this Agreement, the CITY OF FAYETTEVILLE grants RJN Group Inc. specific authorization to proceed under this Agreement. The draft MASTER PLAN UPDATE Report shall be submitted no later than January 31, 2013. The CITY OF FAYETTEVILLE will be kept informed if the schedule will not be met. RJN shall submit a detailed project schedule within two (2) weeks of the Notice to Proceed.

## ATTACHMENT B COMPENSATION

### CITY OF FAYETTEVILLE MASTER PLAN UPDATE

In consideration of the services to be performed under this Agreement, RJN GROUP, INC. shall be paid as per the following compensation schedule:

| TASK DESCRIPTION                                | Units           | Unit Rate<br>\$ | Total<br>Cost<br>\$ |
|---|-----------------|-----------------|---------------------|
| <b>1. PROJECT ADMINISTRATION AND MANAGEMENT</b> |                 |                 |                     |
| A. Project Administration                       | LS              | 20,937.00       | 20,937              |
| B. Data Management                              | LS              | 3,758.00        | 3,758               |
| C. Workshops                                    | LS              | 15,310.00       | 15,310              |
| <b>SUBTOTAL</b>                                 |                 |                 | <b>40,005</b>       |
| <b>2. FLOW MONITORING</b>                       |                 |                 |                     |
| A. Site Investigation / Selection               | 20 meters       | 444.95          | 8,919               |
| B. Meter Installation                           | 22 meters       | 691.82          | 15,220              |
| C./D. Meter Maintenance / Removal (60 days)     | 2400 meter-days | 31.87           | 76,495              |
| E. Rainfall Monitoring                          | 10 gauges       | 840.04          | 8,404               |
| F. Flow Editing/Analysis / Report               | LS              | 58,072.00       | 58,072              |
| <b>SUBTOTAL</b>                                 |                 |                 | <b>167,110</b>      |
| <b>3. DEVELOPMENT OF FUTURE FLOWS</b>           | LS              | 10,278.00       | 10,278              |
| <b>4. HYDRAULIC MODEL UPDATE</b>                | LS              | 49,412.00       | 49,412              |
| <b>5. MODEL CALIBRATION</b>                     | LS              | 64,320.00       | 64,320              |
| <b>6. HYDRAULIC CAPACITY ANALYSIS</b>           | LS              | 63,350.00       | 63,350              |
| <b>7. MASTER PLAN UPDATE / REPORT</b>           | LS              | 49,360.00       | 49,360              |
| <b>8. HYDRAULIC MODEL</b>                       | LS              | 55,760.00       | 55,760              |
| <b>SUBTOTAL</b>                                 |                 |                 | <b>292,480</b>      |
| <b>TOTAL</b>                                    |                 |                 | <b>499,595</b>      |

# City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

**All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)  
All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us**

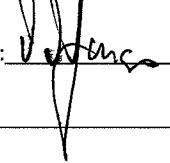
|                         |  |                                |  |
|-------------------------|--|--------------------------------|--|
| <b>Requisition No.:</b> |  | <b>Date:</b><br>4/27/2012      |  |
| <b>P.O Number:</b>      |  | <b>Expected Delivery Date:</b> |  |

|  |                                  |                                       |  |
|--|----------------------------------|---------------------------------------|--|
| <b>Vendor #:</b><br>291                    | <b>Vendor Name:</b><br>RJN Group | <b>Mail Yes:</b> XX <b>No:</b>        |  |
| <b>Address:</b><br>12160 Abrams, Suite 400 |                                  | <b>Fob Point:</b>                     |  |
| <b>City:</b><br>Dallas                     |                                  | <b>State:</b><br>TX                   |  |
| <b>Zip Code:</b><br>75243                  |                                  | <b>Ship to code:</b>                  |  |
| <b>Requester:</b><br>David Jurgens         |                                  | <b>Requester's Employee #:</b><br>490 |  |
|  |                                  | <b>Extension:</b><br>330              |  |

| Item | Description                                 | Quantity | Unit of Issue | Unit Cost  | Extended Cost | Account Numbers   | Project/Subproject # | Inventory # | Fixed Asset # |
|------|---|----------|---------------|------------|---------------|-------------------|----------------------|-------------|---------------|
| 1    | Prof Services, Wastewater Model/Master Plan | 1        |               | 499,595.00 | \$499,595.00  | 2130.9132.5314.00 | 11028.1201           |             |               |
| 2    |   |          |               |            | \$0.00        |                   |                      |             |               |
| 3    |   |          |               |            | \$0.00        |                   |                      |             |               |
| 4    |   |          |               |            | \$0.00        |                   |                      |             |               |
| 5    |   |          |               |            | \$0.00        |                   |                      |             |               |
| 6    |   |          |               |            | \$0.00        |                   |                      |             |               |
| 7    |   |          |               |            | \$0.00        |                   |                      |             |               |
| 8    |   |          |               |            | \$0.00        |                   |                      |             |               |
| 9    |   |          |               |            | \$0.00        |                   |                      |             |               |
| 10   |   |          |               |            | \$0.00        |                   |                      |             |               |
| *    | Shipping/Handling                           |          | Lot           |            | \$0.00        |                   |                      |             |               |

|                              |                               |
|------------------------------|-------------------------------|
| <b>Special Instructions:</b> | <b>Subtotal:</b> \$499,595.00 |
|                              | <b>Tax:</b> _____             |
|                              | <b>Total:</b> \$499,595.00    |

**Approvals:**

|   |   |                           |
|---|---|---------------------------|
| Mayor: _____                                | Department Director:  | Purchasing Manager: _____ |
| Finance & Internal Services Director: _____ | Budget Manager: _____   | IT Manager: _____         |
| Dispatch Manager: _____                     | Utilities Manager: _____  | Other: _____              |

