



**ROGERS WATERWORKS AND SEWER COMMISSION MEETING AGENDA
SEPTEMBER 19, 2022**

4:00 PM

AGENDA

CALL TO ORDER:

ACTION ON MINUTES:

1. Approval of 8/15/2022 Water & Sewer Commission Minutes

REPORTS:

1. Financial Reports - J. Lattin
2. Engineering Reports - B. Sartain
3. Rogers Pollution Control Facility Report - T. Beaver

OLD BUSINESS:

NEW BUSINESS:

1. Resolution No. 22-___ Remedies and Fees for Unauthorized Use of Water
2. Resolution No. 22-___ Encroachment Agreements
3. Resolution No. 22-___ Amending Employee Policy Manual
4. Resolution No. 22-___ Disposal of IT Equipment
5. Centennial Park Bid Results
6. Mills Farm, JB Hunt and 2nd Street Bid Results
7. Banz Sewer Bid Results
8. Engineering Proposal - Blossom Way Trib 2 Sanitary Sewer Improvements (Allgeier, Martin & Assoc.)
9. Engineering Proposal - Hwy 12 E. Water Main Replacement (ESI, Inc.)
10. Selection of Consultant for RPCF Capacity Improvement Project (Freese & Nichols)

ADJOURN:

Rogers Waterworks and Sewer Commission

August 15, 2022

Minutes

The Rogers Waterworks and Sewer Commission held its scheduled meeting at 4:00 PM Monday, August 15, 2022 in the Rogers Administration Building located at 601 S 2nd St. Present were Commissioners Roger Surly, Travis Greene, Kathy McClure, Mike Watkins, and Peter Farmer. Rogers Water Utilities staff present Brian Sartain, Stephen Ponder, Tony Kinion, Matt Savell, Debbie Putman, Johnny Lunsford, Jene' Huffman-Gilreath, Mark Landis, Dana Daniel, Todd Beaver, and Donna Wilson. Others in attendance were Robert Frazier of the Frazier Law Firm. Chairman Watkins called the meeting to order at 4:01 PM.

Chairman Watkins stated that Brent Dobler, Superintendent was on vacation and requested approval for Dana Daniel to assume the secretarial duties of the RWWSC meeting. A motion made by Commissioner Kathy McClure and second by Commissioner Peter Farmer. All in favor, motion carried.

Commissioner Travis Greene made a motion, second by Commissioner Kathy McClure to approve the minutes from the July 25, 2022 meeting as submitted. All in favor, motion carried.

Chairman Watkins recognized Matt Savell, Senior Accountant to present the July 31, 2022 Financial Reports. Savell stated that billed revenue for the month of July 2022 is up 31% from July 2021. The water consumption is up 19.04% from July 2021. The Water Department reported a profit of \$606,000 for July 2022, and a profit of \$455,000 reported for July 2021. The difference is primarily due to an increase in billed revenues (\$428,000) and a decrease in access and impact fee revenues (\$84,000), and an increase in water purchases of \$166,000. Fiscal Year to Date Collections of access and impact fee revenue for FY 23 are \$31,000, and compares to year to date access and impact fee revenue of \$115,000 in FY 22 and \$221,000 in FY 21. The Year to Date profit is more than the prior year by \$152,000.

Billed Sewer revenue for the month of July 2022 is up 14.87% from July 2021. Sewer consumption is up 5.91% from July 2021. The Sewer Department reported a profit of \$594,000 for July 2022 and a profit of \$696,000 reported for 2021. The difference is primarily due to an increase in billed revenue (\$194,000) and a decrease in access and impact fee revenues of \$178,000. The utilities increased \$20,000 and chemicals increased \$19,000 at the RPCF. Fiscal Year to Date Collection of access and impact fee revenue for FY 23 are \$62,000, and compares to year to date access and impact fee revenue of \$240,000 in FY 22 and \$437,000 in FY 21. The Year to Date profit is less than the prior year by \$103,000.

Lost Water is 19% for the month of July 2022, 17% for the calendar year, and 12% for the last twelve months.

Total restricted and unrestricted funds are \$44.3 million for July 2022, which is an overall increase of \$2.2 million from July 2021. Water Funds decreased by approximately \$400,000 and Sewer funds increased by \$2.6 million. \$7.2 million of the \$44.3 million total funds is restricted for specific use such as debt service, meter deposits, access and impact fees, and depreciation. \$24.3 million is required to keep available for minimum reserves per the RWU investment policy for 2022; \$12.6 million is the minimum for Water and \$11.7 million is the minimum for Sewer.

RWU will implement new utility billing software with Tyler Technologies on 9/6/22. This will include a new bill format and a new customer portal with Tyler Payments, with increased functionality for customers such as the ability to pay more than one account at a time, incur no convenience fees, update notification preferences, and more. The office staff is actively engaging in configuration review and training.

Commissioner Travis Greene asked about the future of the access and impact fees with the current delay in projects. Stephen Ponder said it is primarily a timing issue as to when the projects are coming in and does not foresee a problem at this time. There were no further questions.

Chairman Watkins recognized Todd Beaver, RPCF Manager to present the July RPCF Reports. Beaver said the Discharge Monitoring Report did report higher than normal ammonia for the 7 day average being at 2.25 (2.3 is limit). Beaver said that management had reduced the solids process by three (3) shifts and attributed to over-wasting therefore reaching close to the ammonia limit. The Industrial Pretreatment processed ten (10) self-monitoring reports and no industrial inspection noted. July 2022 surcharges were \$10,241.98 and the total for the FY 22 budget year is \$109,845.42. The FOG Report performed twenty-one (21) inspections for the month. There were a few issues addressed and the rest of the inspections were routine with nothing major to report. The Train II rehab is mostly complete and operational. After receiving five (5) bids for the biosolids, the top three (3) selected to be haulers for RWU. The RPCF has damages sustained from a lightning storm that gave us problems with automation and flow control but was identified and repaired quickly. There was 283 MG treated in July, with approximately 19 MG from Inflow and Infiltration. These flows included 5.06" of rain over seven (7) rain events. There were no questions.

Chairman Watkins recognized Jene' Huffman-Gilreath Shared Services Manager for the July IT Report.

Huffman-Gilreath stated IT continues to be very busy. New switches installed, and placed new Fortigates in service. Mapping and creating plans for new subnets on the network, assisted in moving employees around the utility during cubicle build out, and intense training and data integration for the new Tyler software. The field team has completed the move to the training center facility. There have been six (6) new cubicles installed in the Engineering Dept., four (4) new cubicles installed and shared location for the IT Dept. The Commission Room has new tables and chairs to create additional meeting room and replace training space.

The new security system installation has been ongoing for the Administration office, RPCF, and the towers. As well as, the governance policy for data access and control.

The Educational Assistance Plan currently has five (5) students enrolled in the upcoming fall classes with one (1) in technical training and four (4) others seeking a degree. Since AEP started in 2017: a) one completed Master's Degree, b) two completed Bachelor's Degree, c) one completed Technical Certification, and d) ten employees have taken courses. There were no questions.

Chairman Watkins recognized Brian Sartain, Utility Engineer for the July Engineering Reports. Sartain said plan review continues to be consistent with eight (8) new project submittals including 8th & Hudson, SOHO Development, Tidal Wave Auto Spa, Izard Properties and others. Sartain said the delay for receiving materials is still an issue therefore causing delays for projects. Sartain noted the Water Usage Trend graph depicting peak water consumption in July, but trending lower and normalizing as

the drought has subsided. The Final Draft for the Wastewater Master Plan from Freese & Nichols was received ,and reviewed by staff with only minor comments. The report outlining the recent sewer smoke testing results from Trekk Design Group should be available for review very soon.

Engineering and RPCF staff conducted a site visit to industrial facility in WV to observe the Wyse Turbo dryer in operation and speak with its operators. Information gleaned from this visit allows us to develop a formal request for proposal. We have a meeting scheduled with the design team to finalize our request for the proposal. Commissioner Roger Surly asked about the class of the finished product. Sartain replied the finished product would be Class "A" Sludge.

Stephen Ponder Design Engineer presented the recommendation for the Engineering Consultant Selection of the Blossom Way Parallel Sewer Main-I 49 to Dixieland Rd. Staff recommends the selection of Crafton Tull for the project, allowing staff to request a proposal and negotiate a professional services agreement. Commissioner Travis Greene made a motion, second by Roger Surly to approve the selection of Crafton Tull for the Blossom Way Parallel Sewer Main-I 49 to Dixieland Rd Project as submitted. All in favor, motion carried.

Ponder continued with the recommendation for the Engineering Consultant Selection of the Blossom Way Sewer Improvements-Dixieland to 1st. Staff recommends the selection of Allgeier, Martin & Associates, Inc. for the project, allowing staff to request a proposal and negotiate a professional services agreement. Commissioner Travis Greene made a motion, second by Commissioner Roger Surly to approve the selection of Allgeier, Martin & Associates, Inc. for the Blossom Way Sewer Improvements-Dixieland to 1st Project as submitted. All in favor, motion carried.

Tony Kinion presented the recommendation for the Engineering Consultant Selection of the Hwy 12 Waterline Replacement: Linville Rd to the Bridge. Staff recommends the selection of Engineering Services, Inc. for the project, allowing staff to request a proposal and negotiate a professional services agreement. Commissioner Kathy McClure made a motion, second by Commissioner Roger Surly to approve the selection of Engineering Services, Inc. for the Hwy 12 Waterline Replacement: Linville Rd to the Bridge as submitted. All in favor, motion carried.

Brian Sartain presented Design a Contract Amendment (Amendment 3) for E Pine St Water/Sewer Replacement with CEI Engineering Associates, Inc. The original design agreement for the Pine St water main is \$25,000. Staff recommends approval of the design amendment for water and sewer design totaling \$12,225, bringing the total water/sewer portion of the contract to \$37,225.00 for which these expenses will be reimbursed to the City of Rogers. Commissioner Travis Greene made a motion, second by Commissioner Kathy McClure to approve the CEI Engineering Associates, Inc. amendment 3 contract for a total amount of \$37,225.00 as submitted. All in favor, motion carried.

Chairman Watkins recognized Todd Beaver, RPCF Manager to request approval of Resolution No. 22-25 authorizing to purchase a John Deere Tractor and related equipment through the Source Well Cooperative Purchasing Program; waiving any further requirements of competitive bidding. This purchase is through P & K Equipment, Inc. of Springdale (a John Deere local authorized dealer) for \$86,813.96 plus shipping, any additional applicable taxes and other related expenses. Commissioner Roger Surly made a motion, second by Commissioner Kathy McClure to approve Resolution No. 22-25 as submitted. All in favor, motion carried.

Beaver continued with request of approval for Resolution No. 22-26 approving the ranking and selection of contractors for purchase and removal of biosolids from the Rogers Pollution Control Facility. The three (3) firms selected are Bordertown Farms, LLC, McFall Farms, LLC, and Shawn Pugh d/b/a SP Trucking. Commissioner Travis Greene made a motion, second by Commissioner Kathy McClure to approve Resolution No. 22-26 as submitted. All in favor, motion carried.

With no further business, Chairman Watkins adjourned the meeting at 5:06 PM.

Respectfully submitted,

Dana Daniel, Interim Acting Secretary/djw

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Engineering Report

9/19/22



Plan Review

Project Reviews Summary

CCC Review			
Project Name	Submittal #	Reviewed	Business Type
Jiffy Trip #721	1st Review	8/1/2022	Convenience Store
Panda Express 2022	1st Review	8/11/2022	Restaurant
Sal-Tea Sloth	1st Review	8/12/2022	Restaurant
Health Lanes	1st Review	8/19/2022	Medical Facility
Willow Creek Apartments 2022	1st Review	8/26/2022	Apartments/Leased Comme
Whitney Plaza (Lin Brothers)	2nd Review	8/26/2022	Leased Retail Space

Civil Review			
Project Name	Submittal #	Reviewed	Business Type
BHE Pipeline Replacement - Dixieland across Waln	1st Review	8/2/2022	Business
Meadow Brooke Subdivision Ph. 2	2nd Review	8/2/2022	Residential Subdivision
Yates Farm Townhomes	5th Review	8/5/2022	Apartments/Leased Comme
Cottages at Bellview	1st Rev TR	8/5/2022	Condominium
Panda Express 2022	2nd Review	8/11/2022	Restaurant
Sal-Tea Sloth	1st Rev TR	8/12/2022	Restaurant
Sewer Extension for the Pointe @ Rogers	1st Review	8/15/2022	Sewer Main Extension
Plaza at Pinnacle Hills - NE	3rd Review	8/15/2022	Mixed Use
45th Street Self-Storage	3rd Review	8/16/2022	Storage Facility
Grotto at Osage Creek	2nd Review	8/18/2022	Apartments/Leased Comme
2nd Street Commercial Park	1st Rev TR	8/18/2022	Warehouse
Shadowbrooke V	3rd Review	8/18/2022	Apartments/Leased Comme
Freeman Family Rentals	2nd Review	8/18/2022	Leased Commercial
NWA Industrial Partners Warehouses	1st Rev TR	8/19/2022	Warehouse
Fields at Pinnacle - Lot 2 Mixed Use	1st Rev TR	8/19/2022	Leased Commercial
Reserve on Dixieland	6th Review	8/19/2022	Apartments/Leased Comme
Grove 2021	6th Review	8/22/2022	Apartments
Freeman Family Rentals	3rd Review	8/22/2022	Leased Commercial
Domino's Pizza at New Hope & 1st	4th Review	8/22/2022	Restaurant
Pointe @ Rogers	2nd Review	8/26/2022	Multi-Use Development
M&D Adventures	2nd Review	8/26/2022	Animal Boarding
Embassy Apartments	2nd Review	8/26/2022	Apartments
Rogers Elementary School #17	1st Rev TR	8/26/2022	School
Blue Barn Renovation	1st Rev TR	8/26/2022	City Project
Prairie Creek PUD	1st Review	8/30/2022	Residential Subdivision
Tidal Wave Auto Spa	2nd Review	8/30/2022	Car Wash
Domino's Pizza at New Hope & 1st	5th Review	8/31/2022	Restaurant

Easement Review			
Project Name	Submittal #	Reviewed	Business Type
8th and Hudson	1st Review	8/16/2022	Business
Shakes Frozen Custard	1st Review	8/23/2022	Restaurant

Fire Sprinkler Review

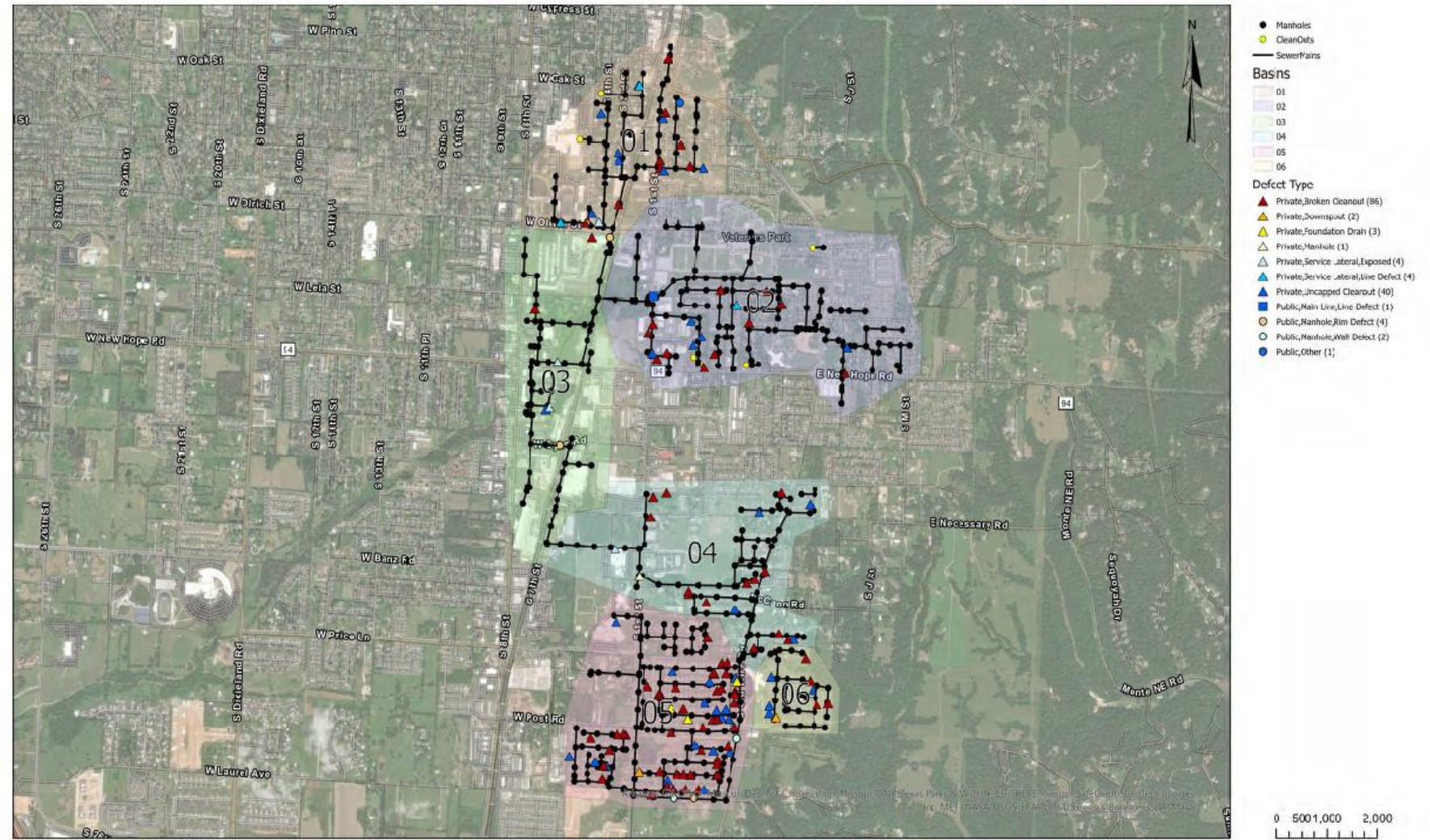
Project Name	Submittal #	Reviewed	Business Type
Tru Hotel	1st Review	8/17/2022	Hotel
Bellview Urban Center II	4th Review	8/22/2022	Business
The Eighty-One	3rd Review	8/24/2022	Apartments/Leased Comme
Pinnacle Springs Retirement Community	1st Review	8/26/2022	Senior Living

- Summary:
- 39 Total Plan Reviews (Plumbing, Civil, Easement, and Fire Sprinkler Reviews)
- 10 New Civil Projects:
 - Black Hills Pipeline (Infrastructure)
 - Cottages at Bellview (Condominium)
 - Sal-Tea Sloth (Restaurant)
 - Point @ Rogers Offsite Sewer
 - 2nd St. Commercial Park (Warehouse)
 - NWA Industrial Partners (Warehouse)
 - Fields at Pinnacle Lot 2 (Leased Commercial)
 - Rogers Elementary School #17
 - Blue Barn Renovation (City Parks)
 - Prairie Creek Pud (Subdivision)

Smoke Testing Results

Summary:

- Estimated potential of 600 gpm of Inflow & Infiltration to be eliminated
- Construction Cost to Eliminate I&I: ~ \$160K
- ~ 145 defects found
 - 8 defects found on public sewer
 - Vast majority of defects were on the private side (broken cleanouts, missing cleanout caps, downspout interconnections).



22-0238 Rogers Water Smoke Testing PH 2

Smoke Testing Results



Status Summary

RPCF Capacity Improvements

- Engineer Selection

Bent Tree/ Berry Farm LS Decommissioning

- In design

Chateau Sewer

- In design

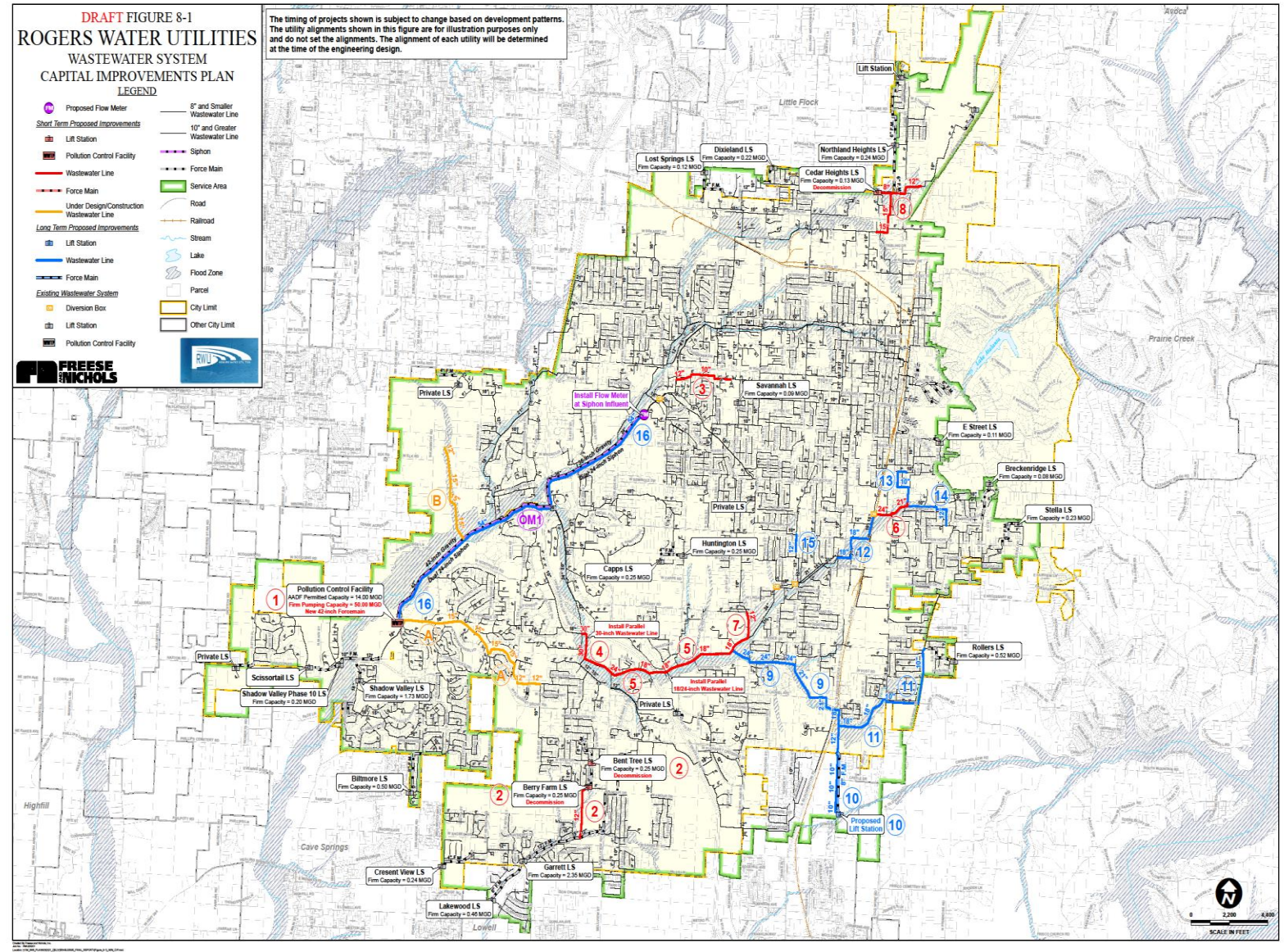
Blossom Way Sewer – I-49 to Dixieland

- Engineering Contract Negotiation

Blossom Way Trib 2 Sewer

- Engineering Contract Negotiation

We are conducting an analysis of lift station operations for CIP #8 and investigating alternative sewer routing for CIP #10.



Rogers Pollution Control DMR Summary

2022

	Limits	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Phosphorus Mo Avg lbs/day	117	9.80	12.43	23.23	58.06	35.98	8.22	7.84	9.74				
Phosphorus 30 Day Mo Avg mg/l	1	0.14	0.16	0.41	0.67	0.38	0.12	0.12	0.12				
Phosphorus Max 7 day Avg mg/l	2	0.15	0.22	0.59	0.78	0.68	0.25	0.15	0.15				
May - Oct	Limits												
Total Suspended Solids lbs/day Mo Avg	1,751					515.7	64.8	62.1	<54.1				
Total Suspended Solids Mo Avg	15					6.0	0.9	1.0	<.7				
Total Suspended Solids 7 day Avg	23					13.5	1.6	1.1	0.8				
Nov- April													
Total Suspended Solids lbs/day Mo Avg	2,335	76.7	125.4	255.6	503.1								
Total Suspended Solids Mo Avg	20	1.1	1.5	3.7	5.4								
Total Suspended Solids 7 day Avg	30	1.4	2.9	7.5	7.0								
April	Limits												
Ammonia lbs/day Mo Avg	234				171.8								
Ammonia Mo Avg mg/l	2.0				1.73								
Ammonia max 7 day Avg mg/l	4.5				3.30								
May- Oct	Limits												
Ammonia lbs/day Mo Avg	175					94.45	5.51	51.66	8.54				
Ammonia Mo Avg mg/l	1.5					0.94	0.08	0.81	0.10				
Ammonia max 7 day Avg mg/l	2.3					2.12	0.10	2.25	0.08				
Nov- March	Limits												
Ammonia lbs/day Mo Avg	350	24.54	133.38	64.09									
Ammonia Mo Avg mg/l	3.0	0.35	1.56	0.95									
Ammonia max 7 day Avg mg/l	4.5	0.53	2.96	1.01									
May - Oct	Limits												
CBOD Mo Avg lbs/day	1,168					<500.1	<114.6	91.3	106.5				
CBOD Mo Avg mg/l	10					<5.0	<1.6	1.50	1.30				
CBOD Max 7 day Avg. mg/l	15					<6.7	<3.5	1.90	1.60				
Nov- April	Limits												
CBOD Mo Avg lbs/day	1,751	114.0	208.1	204.9	<527.9								
CBOD Mo Avg mg/l	15	1.6	2.5	2.9	<5.3								
CBOD Max 7 day Avg. mg/l	23	1.8	4.0	3.5	<5.7								



Monthly Summary of Industrial Pretreatment Activities **August 2022**

# of industrial control monitoring activities:	2
Industries control monitored:	Southeast Poultry, Ozark Mt Poultry
# of self monitoring reports processed:	9
# of industrial inspection activities:	Southeast Poultry, Ozark Mt Poultry
Industries inspected:	2
# of short site visits:	0
Industries visited:	n/a
# of Notices of Violation:	0
Notices of Violation:	na

Surcharges July 2022 issued in August 2022

User Name	Monthly Flow MG	TSS ppm	TSS \$ Charge	CBOD ppm	CBOD \$ Charge	NH3N ppm	NH3N \$ Charge	TPhos ppm	TPhos \$ Charge	Total \$ Charge
Ozark Mt Poultry	3.706263	71.0	0.00	570.2	1,487.59	58.87	949.16	12.46	1,328.89	3,765.64
SE Poultry	2.801276	51.5	0.00	343.6	436.22	5.48	0.00	2.92	0.00	436.22
Tyson CNQ	7.122340	79.6	0.00	345.0	1,119.70	2.15	0.00	3.82	0.00	1,119.70
Tyson of Rogers	5.761270	78.5	0.00	362.3	1,013.47	119.2	3,503.18	5.54	376.63	4,893.28
WestRock	0.057200	2.8	0.00	750.0	34.11	6.25	0.00	0.20	0.00	34.11
Sum \$										10,248.95

Surcharge thresholds in mg/L and cost per pound of loading

Pollutant	TSS	CBOD	NH3N	TPhos
mg/L threshold	200	200	15.00	4.00
\$ per pound	0.14	0.13	0.70	5.08

The amount surcharged for results submitted during the 2022 – 2023 budget year is \$10,248.95 (User data submitted for a single month - July 22).

Both SE Poultry (SEP) and Ozark Mt Poultry (OMP) use automated dark meat deboning machines. SEP has 22 while OMP has 36. Both facilities cut white meat using automated portion cutters. Both process wings as an offshoot from the white meat process. Both use paracetic acid spray bars and immersion baths to sanitize meat; however SEP has been increasing the concentration of their PAA. OMP's PAA ranges from 800 to 950 ppm while SEP's PAA ranges from 1100 to 1600 ppm.

Report prepared by Paul Burns, Pretreatment Coordinator



FOG Inspection Report Monthly Summary for August 2022

- 71 known places were pumped in August. A list of serviced establishments can be generated upon request.
- I performed a total of 40 inspection this month.
 - A few places had issues with their green plastic lids. They were either not properly secured or the screws were stripped and I was unable to open them to finish my inspection. Those have all been fixed.
 - I found 2 failing interceptors. Both establishments have received replacement letters and one is already moving forward with scheduling exactly when the interceptor will be replaced.
 - Great American Cookie plans to move locations soon. The location they want to move into does have a grease interceptor, but it will need to be replaced before they move.
 - Another locations lid was found broken in half. It is an older interceptor with a concrete slab as a lid. The owner is currently working on finding a replacement for it.
 - Culver's has now opened. I let the owner know that the grease interceptor manufactures specify a concrete pad around the interceptor even in green space, which this one does not have. Mulch is already starting to cover the lids. She already has set up pumping service with Allied. I plan on performing an official inspection in a few months to verify their frequency.

The rest of the inspections were routine with nothing major to report.

- I continue to help with plan reviews and have been involved in pre-construction meetings with Risk Reduction and RWU when grease interceptors/oil water separators are involved.
- I collected the monthly Oil and Grease. Four grabs and one composite sample.
- Paul Burns and I conducted control monitoring and the annual industrial inspections at Southeast Poultry and Ozark Mountain Poultry.

Amber Owens
F.O.G. Inspector
Rogers Pollution Control Facility
(479) 273-7378 Ext. 301

Pollution Control Facility Significant Events

August 2022

1. We are very near completion for train 2. We had to take it back out of service as planned to do some repairs that were waiting on parts or needed construction phasing to complete the work. We were able to get it back in service prior to set up week for the LPGA event which was important for odor control.
2. We did learn that dropping off spec dryer material into the treatment basins is a bad idea. The street department came with some of their equipment to help us clean out the material. That saved us weeks of work with our equipment. They helped us move the material to the drying pad and hauled off prior to the LPGA set up.
3. We have two out of three selected solids bidders qualified and working with us so far. We are waiting for Bordertown to be cleared to do business in AR from the secretary of State.
4. We treated 323.7 MG in August. $31 \times 8.5 \text{ MGD} = 263.5 \text{ MG}$. That means we treated approximately 60.2 MG from I and I. These flows included 3.9" of rain over 7 events. The historical average rainfall for August is 3.01".

RESOLUTION NO. 22-

A RESOLUTION REGARDING REMEDIES AND FEES FOR UNAUTHORIZED USE OF WATER; AND FOR OTHER PURPOSES.

WHEREAS the Rogers Waterworks and Sewer Commission (“the Commission”) has been empowered by the Rogers City Council to oversee efficient operation of the Rogers Water Utilities (“RWU”), and has full authority to set policies and procedures for RWU in a manner consistent with existing law and public policy; and

WHEREAS RWU has experienced increased incidents of meter tampering, diversion, and other unauthorized use of water; and

WHEREAS the current fee of \$50.00 for unauthorized use is insufficient to deter unauthorized use and an adjustment is needed.

NOW THEREFORE, BE IT RESOLVED BY THE ROGERS WATERWORKS AND SEWER COMMISSION OF THE CITY OF ROGERS, ARKANSAS:

Section 1. As used herein, the following terms have the following meanings:

Commercial location means a location that has a water account classified by RWU as “commercial.”

Construction location means a location where one or more buildings or other structures are under construction, the construction is not yet completed, and where a permanent water service account has not yet been established. The term *construction location* includes any type of location while it is under construction regardless of whether it will be a *commercial location, industrial location, irrigation location, or residential location* once completed.

Diversion means a change to the intended course or path of water without the authorization or consent of RWU.

Industrial location means a location that has a water account classified by RWU as “industrial.”

Irrigation location means a location that has a water account classified by RWU as “irrigation.”

Jumper means any device used to establish an unmetered connection for water.

Metering device means a *water meter* as defined in Section 54-43 of the Code of Ordinances of the City of Rogers, Arkansas, or any other device authorized by RWU for recording usage of water.

Meter tampering means:

- (a) Removing *metering devices*;
- (b) Connecting wires, *jumpers*, or other instruments to bypass a *metering device*;
- (c) Breaking or defacing any seal, locking device, or other part that makes up the *metering device*;
- (d) Preventing or retarding the action of a *metering device*;
- (e) Transferring a *metering device* from one location to another without authorization from RWU;
- (f) Using a *metering device* belonging to RWU that has not been assigned to the person’s location and which has not been installed by RWU; and
- (g) Any other means of tampering with or bypassing a *metering device* in order to prevent RWU from recording and billing for the amount of water used.

Person means an individual or entity, including a corporation, firm, company or association, and their respective employees and agents while acting within the course and scope of their employment or agency.

Residential location means a location that has a water account classified by RWU as “residential.”

Unauthorized reconnection means the commencement of water service, other than by RWU, to any person after water service has been discontinued by RWU.

Unauthorized use means the receipt or use of water by means of *meter tampering*, *diversion*, *use of water prior to RWU setting a metering device*, *unauthorized reconnection* or any other use of water involving means calculated to prevent RWU from recording and billing for the amount of water used.

Section 2. Unauthorized Use Prohibited. Unauthorized use of water is prohibited.

Section 3. Remedies for Unauthorized Use. In any case of unauthorized use, RWU may take any, or all, or any combination of, as applicable, the following actions:

- i. Assess against the person engaging in unauthorized use a fee for unauthorized use as stated in Sections 4, 5, and 6 below;
- ii. Remove the water meter and suspend water service, with the water meter being reinstalled and water service restored, only upon payment of the unauthorized use fee listed herein below and any other amounts due to RWU;
- iii. Order removal of, or remove, any *jumper* or other device used for tampering;
- iv. Assess against the person engaging in unauthorized use an estimated fee for water and sewer usage for the period of unauthorized use, the estimate to be based on the average usage for service locations of that type for the previous three months at RWU's regular rates (i.e. if tampering occurs at an industrial location, the estimate will be based on the average of three-month's usage for an industrial location). The estimated fee will be for no less than one regular billing period and may be for a longer period corresponding to the period of unauthorized use;
- v. Suspend water service, with service to be restored only upon payment of the unauthorized use fee listed herein below and any other amounts due to RWU;
- vi. Report the unauthorized use to law enforcement;
- vii. File civil actions against the person or persons engaged in unlawful use to recover such damages and obtain such other remedies as may be permitted in law or equity; and
- viii. In the case of unauthorized use at a *construction location*, assert against the Builder or other *person* having control of the *construction location*, any of remedies listed herein above for unauthorized use engaged in by the Builder, any general contractor, and any subcontractor on the construction project; and

- ix. Take other reasonable and lawful actions to protect RWU from loss and damage.

Section 4. Unauthorized Use at Construction, Commercial, or Industrial Location.

The fee for unauthorized use at a *construction location, commercial location, or industrial location* is hereby established as \$500 per each incident of unauthorized use.

Section 5. Unauthorized Use at a Residential Location.

The fee for unauthorized use at a *residential location* is hereby established as \$100 per each incident of unauthorized use.

Section 6. Unauthorized Use at an Irrigation Location.

The fee for unauthorized use at an *irrigation location* is hereby established as \$100 per each incident of unauthorized use.

Section 7. Remedies Cumulative. The remedies listed herein are cumulative and are in addition to all other remedies available to RWU in the applicable Ordinances of the City of Rogers, the rules, regulations, procedures, and specifications of the Rogers Waterworks and Sewer Commission and RWU, and all other applicable laws, as they now exist or as they may be hereafter amended, and which are otherwise available to RWU in law or equity.

Section 8. Severability Provision- In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Resolution shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Resolution as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining provisions of this Resolution shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

Section 9. Repeal of Conflicting Resolutions- All resolutions of the Rogers Waterworks and Sewer Commission, or parts of resolutions of the Rogers Waterworks and Sewer Commission, in conflict herewith are hereby repealed only to the extent such resolution or part of resolution directly conflicts with the provisions of this Resolution. All previous resolutions or parts of resolutions establishing or setting rates, charges, fees, costs, and deposits (etc.) remain in full force and effect except to the extent such rates, charges, fees, costs, and deposits, have been specifically amended as set forth herein above. No other existing rate, charge, fee, costs, or deposit (etc.) is amended except for those specifically amended as set forth herein above and all such other rates, charges, fees, costs, or deposits (etc.) remain in full force and effect.

PASSED AND APPROVED this 19th day of September 2022.

Michael Watkins, Chairman

ATTEST:

Brent Dobler, Acting Secretary

RESOLUTION NO. 22-

A RESOLUTION REQUIRING AN ENCROACHMENT AGREEMENT WHEN AN ENCROACHMENT IS ALLOWED TO REMAIN ON A UTILITY EASEMENT; PROVIDING FOR REFUSAL OR TERMINATION OF WATER SERVICE IN CASES OF ENCROACHMENT; AND FOR OTHER PURPOSES.

WHEREAS the Rogers Waterworks and Sewer Commission has been empowered by the Rogers City Council to oversee efficient operation of the Rogers Water Utilities (“RWU”), and has full authority to set policies and procedures for the Rogers Water Utilities in a manner consistent with existing law and public policy; and

WHEREAS a policy is needed to require an encroachment agreement in cases where RWU allows an encroachment to remain on a utility easement and to provide for refusal or termination of water service in cases of encroachment.

NOW THEREFORE, BE IT RESOLVED BY THE ROGERS WATERWORKS AND SEWER COMMISSION OF THE CITY OF ROGERS, ARKANSAS:

Section 1. *Encroachment Agreement Required.* In case of any encroachment on any easement belonging to the City of Rogers, Arkansas, the Commission, or RWU, for water lines and related facilities, for sewer lines and related facilities, or for any other purpose pertaining to the business of RWU (“utility easement”), RWU may allow the encroachment to remain on a temporary basis, if in the judgment of RWU management, allowing the encroachment will not harm the public water system, public sewer system, or other interests of RWU and the Commission, and if the parties owning, maintaining, and otherwise being responsible for the encroachment (“the encroaching parties”), and any other necessary parties (as determined by RWU), enter into an encroachment agreement in a form and with content acceptable to RWU.

Section 2. An encroachment agreement will, *inter-alia*, require that the encroaching parties and any other necessary parties agree, in the event the encroachment must be removed to access the utility easement or any water lines, sewer lines, or related facilities (“facilities”), to cooperate in the removal of the encroachment, to repair or replace the encroachment at their sole cost and expense, to indemnify and hold harmless RWU, the Commission, and the City of Rogers

for such losses, damages and risks as specified in the encroachment agreement, and to agree to any other conditions and provisions as judged necessary by RWU and its legal counsel to protect the interests of RWU and the Commission. Unless the requirement is waived by RWU, the encroachment agreement will be recorded in the real estate records of Benton County, Arkansas.

Section 3: In case of any encroachment on a utility easement, RWU may, in addition to any other remedies available to it, refuse to provide water service to the encroaching parties, or may suspend existing water service, until the encroachment is removed, or if RWU is willing to allow the encroachment to remain on the utility easement, until the encroaching parties, and any other necessary parties, enter into an encroachment agreement as specified herein above.

Section 4. Nothing herein shall be construed as granting to any person any right to encroach on any utility easement. RWU and the Commission reserve the right to remove any encroachment, sue for removal of any encroachment, sue for damages caused by any encroachment, and to invoke, at any time, any other remedy available at law or in equity.

Section 5. Severability Provision- In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Resolution shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Resolution as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining provisions of this Resolution shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

Section 6. Repeal of Conflicting Resolutions- All resolutions of the Rogers Waterworks and Sewer Commission, or parts of resolutions of the Rogers Waterworks and Sewer Commission, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 19th day of September 2022.

Michael Watkins, Chairman

ATTEST:

Brent Dobler, Acting Secretary

RESOLUTION NO. 22-__

A RESOLUTION AMENDING THE *EMPLOYEE POLICY MANUAL* FOR THE ROGERS WATER UTILITIES; AND FOR OTHER PURPOSES.

WHEREAS the Rogers Waterworks and Sewer Commission (“the Commission”) has been empowered by the Rogers City Council to oversee efficient operation of the Rogers Water Utilities (“RWU”), and has full authority to set policies and procedures for RWU in a manner consistent with existing law and public policy; and

WHEREAS there is a need to update certain portions of the Rogers Water Utilities *Employee Policy Manual* concerning Information Technology policies; and

WHEREAS a document containing the proposed amendments is attached hereto as Exhibit 1. for consideration by the Commission.

NOW THEREFORE, BE IT RESOLVED BY THE ROGERS WATERWORKS AND SEWER COMMISSION OF THE CITY OF ROGERS, ARKANSAS:

Section 1. The paragraph styled “Purpose” of Section 32, Use of Technology, of the *Employee Policy Manual* is hereby amended to read as shown on the attached Exhibit 1.

Section 2: The management of the Rogers Water Utilities is authorized to republish the *Employee Policy Manual* as amended and repaginate, reformat, and correct typographical errors as needed in connection with the republication.

Section 3. Nothing in the *Employee Policy Manual*, and nothing herein, shall be construed as creating any contractual or other legal rights, or altering Rogers Water Utilities’ at-will employment policy for employees.

Section 4. Severability Provision- In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Resolution shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Resolution as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining provisions of this Resolution shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

Section 5. Repeal of Conflicting Resolutions- All resolutions of the Rogers Waterworks and Sewer Commission, or parts of resolutions of the Rogers Waterworks and Sewer Commission, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 19th day of September 2022.

Michael Watkins, Chairman

ATTEST:

Brent Dobler, Acting Secretary

Exhibit 1 to Resolution No. 22-__

32. USE OF TECHNOLOGY

Purpose

The intent of the Technology Usage Policy is to define the acceptable use of technology at the Utility and to ensure that the Utility complies with all legally mandated requirements. It outlines the responsibilities of those who work for and on behalf of the Utility in contributing to the maintenance and protection of its information resources in a secure, stable and cost-effective manner. This policy is consistent with the intent and requirements of the Utility's work policies and rules.

The Utility's Information Technology department publishes certain written policies and agreements including the "Rogers Water Utilities Technology Acceptable Use Agreement for Employees," the "Rogers Water Utilities Password Policy," and the "Rogers Water Utilities Remote Access Policy". The department may publish separate written policies for employees having diverse needs in IT resources (e.g., credit card data). Additional signed certifications may be required for those employees in positions requiring supplemental resources. Such policies may be revised and republished from time to time with approval of the Superintendent.

ROGERS WATER UTILITIES PASSWORD POLICY



Overview

Passwords are an important aspect of computer security. They are the frontline of protection for user accounts. A poorly chosen password may result in a compromise of Rogers Water Utilities (RWU)'s entire network. As such, all RWU employees (including contractors and vendors with access to RWU) are responsible for taking the appropriate steps, as outlined below, to select and secure their password.

Purpose

The purpose of this policy is to establish a standard for the creation of strong passwords, the protection of those passwords, and the frequency of change.

Scope

The scope of this policy includes all personnel who have or are responsible for an account (or any form of access that supports or requires a password) on any system that resides at any RWU facility or has access to the RWU network.

Policy

General

- All systems-level passwords (e.g., root, enable, network administrator, application administration accounts, etc.) must be changed at least every 90 days.
- All user-level passwords (e.g., email, web, desktop computer, etc.) must be changed at least every 90 days and cannot be reused the past 6 passwords.
- Passwords must not be inserted into email messages or other forms of electronic communication.

Guidelines

Password Construction Requirements

- Be a minimum length of eight (8) characters on all systems.
- Not be a dictionary word or proper name.
- Not be the same as the User ID.
- Expire within a maximum of 90 calendar days.
- Not be identical to the previous ten (10) passwords.
- Not be transmitted in the clear or plaintext outside the secure location.
- Not be displayed when entered.
- Ensure passwords are only reset for authorized user.

Password Deletion

All passwords that are no longer needed must be deleted or disabled immediately. This includes, but is not limited to, the following:

- When a user retires, quits, is reassigned, released, dismissed, etc.
- Default passwords shall be changed immediately on all equipment.
- Contractor accounts, when no longer needed to perform their duties.

Password Protection Standards

Do not use your User ID as your password. Do not share RWU passwords with anyone, including coworkers, supervisors, or employees. All passwords are to be treated as sensitive, confidential RWU information.

Here is a list of “do not’s”

- Don’t reveal a password over the phone to anyone
- Don’t reveal a password in an email message
- Don’t reveal a password to the boss
- Don’t talk about a password in front of others
- Don’t hint at the format of a password (e.g., “my family name”)
- Don’t reveal a password on questionnaires or security forms
- Don’t share a password with family members
- Don’t reveal a password to a co-worker while on vacation
- Don’t use the "Remember Password" feature of applications
- Don’t write passwords down and store them anywhere in your office or near your workstation.
- Don’t store passwords in a file on ANY computer system unencrypted.

If someone demands a password, refer them to this document or have them reach out to ITSupport@rwu.org for assistance.

If an account or password is suspected to have been compromised, report the incident to ITSupport@rwu.org immediately and change all passwords.

Remote Access Users

Access to the RWU networks via remote access is to be controlled by using either a Virtual Private Network (in which a password and user id are required) or a form of advanced authentication.

Penalties

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

ROGERS WATER UTILITIES TECHNOLOGY ACCEPTABLE USE AGREEMENT FOR EMPLOYEES



Rogers Water Utilities (RWU) authorizes employees to use technology owned or otherwise provided by the utility as necessary to fulfill the requirements of their position. The use of utility technology is a privilege permitted at the utility's discretion and is subject to the conditions and restrictions set forth in applicable City and Utility policies, administrative regulations, and this Technology Acceptable Use Agreement. RWU reserves the right to suspend access at any time, without notice, for any reason.

RWU expects all employees to use technology responsibly in order to avoid potential problems and liability. RWU may place reasonable restrictions on the sites, material, and/or information that employees may access through the system.

Each employee who is authorized to use company technology shall sign this Technology Acceptable Use Agreement as an indication that he/she has read and understands the agreement.

Definitions

RWU technology includes, but is not limited to, computers, the utility's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points, routers, tablet computers, smartphones and smart devices, telephones, cellular telephones, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through utility-owned or personally owned equipment or devices.

Employee Obligations and Responsibilities

Employees are expected to use RWU technology safely, responsibly, and primarily for work-related purposes. Any incidental personal use of RWU technology shall not interfere with utility business and operations, the work and productivity of any RWU employee, or the safety and security of RWU technology. RWU is not responsible for any loss or damage incurred by an employee as a result of his/her personal use of utility technology.

The employee in whose name RWU technology is issued is responsible for its proper use at all times. Employees shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned. Employees shall not gain unauthorized access to the files or equipment of others, access electronic by using another person's name or electronic identification, or send anonymous electronic communications. Furthermore, employees shall not attempt to access any data, documents, emails, or programs in RWU's system for which they do not have authorization.

Employees are prohibited from using RWU technology for improper purposes, including, but not limited to, use of RWU technology to:

1. Access, post, display, or otherwise use material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, threatening, or disruptive.
2. Disclose or in any way cause to be disclosed confidential or sensitive utility, employee, or customer information without the prior authorization from a supervisor.
3. Engage in personal commercial or other for-profit activities without permission of the Superintendent or designee.
4. Engage in unlawful use of RWU technology for political lobbying.
5. Infringe on copyright, license, trademark, patent, or other intellectual property rights.
6. Intentionally disrupt or harm RWU technology or other utility operations (such as destroying utility equipment, placing a virus on utility computers, adding or removing a computer program without permission, changing settings on shared computers.)
7. Install unauthorized software.

8. Engage in or promote unethical practices or violate any law or company policy, administrative regulation, or utility practice.

Privacy

Since the use of RWU technology is intended for use in conducting utility business, no employee should have any expectation of privacy in any use of RWU technology.

RWU reserves the right to monitor and record all use of utility technology, including, but not limited to, access to the Internet or social media, communications sent or received from utility technology, or other uses within the jurisdiction of the utility. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Employees should be aware that, in most instances, their use of RWU technology (such as web searches or emails) cannot be erased or deleted.

All passwords created for and used on any RWU technology are the sole property of the utility. The creation or use of a password by an employee on RWU technology does not create a reasonable expectation of privacy.

RWU may be required to produce any communication that occurs on RWU technology if litigation develops or as the subject of a Freedom of Information Act (FOIA) request.

Personally Owned Devices

If an employee uses a personally owned device to access RWU technology or conduct utility business, he/she shall abide by all applicable company policies, administrative regulations, and this Technology Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

Reporting

If an employee becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of RWU technology, he/she shall immediately report such information to the appropriate supervisor or department.

Consequences for Violation

Violations of the law, company policy, or this Technology Acceptable Use Agreement may result in revocation of an employee's access to RWU technology and/or discipline, up to and including termination. In addition, violations of this law, company policy, or this agreement may be reported to law enforcement agencies as appropriate.

Employee Acknowledgement

I have received, read, understand, and agree to abide by this Technology Acceptable Use Agreement, and other applicable laws and RWU policies and regulations governing the use of RWU technology. I understand that there is no expectation of privacy when using RWU technology or when my personal electronic devices use RWU technology. I further understand that any violation may result in revocation of user privileges, disciplinary action, and/or appropriate legal action.

I hereby release RWU and its personnel from any and all claims and damages arising from my use of RWU technology or from the failure of any technology protection measures employed by the utility.

Printed Name of Employee

Employee Signature

Date

ROGERS WATER UTILITIES

REMOTE ACCESS POLICY



Purpose

The purpose of this policy is to provide guidelines for the use of remote access technologies, thereby extending the availability of the Rogers Water Utilities' (RWU) computing network, systems, data, and applications. RWU provides remote access to the RWU network and systems to facilitate use of RWU applications and access to RWU data. Since these remote access methods provide external connections to the RWU network, it is critical to ensure that access is strictly limited to authorized users with business needs in order to ensure the security of the RWU networks, systems, and data.

Policy Scope

This policy applies to all Rogers Water Utility employees, contractors, and consultants requesting remote access to the RWU network. **Remote access** is defined as the connection to RWU and network of any computer equipment that is not part of the Information Technology Department defined RWU Computer Network [Wide Area Network (WAN) and Local Area Network (LAN)]. This policy covers any and all technical implementations of remote access used to connect to our company's networks.

Policy

General

It is the administrative policy of Rogers Water Utilities (RWU) that all remote access to the City's computing network shall be managed by the Information Technology Department. All requests for and uses of remote access shall conform to the stated procedures for authorization and implementation to ensure:

- The ongoing security of RWU's computing and data resources.
- The appropriate use of RWU's remote access resources.
- That RWU's network, application, and data resources are used for official RWU purposes only (e.g., use of the RWU network for personal Internet access or processing of personal e-mail is not appropriate).
- That authorization is limited to users with a well-defined business need.

Use of remote access to RWU's computing network shall be used in accordance with the following provisions:

1. Any work done on the RWU's network using either Utility-owned or personal computing equipment while connected remotely to RWU's network is subject to all provisions stated in the Technology Use section of the Rogers Water Utilities Employee Policy Manual.
2. Due to the nature of remote access and its susceptibility to failures outside RWU's control, remote access should not be used as access for ongoing mission critical applications.
3. All remote access connections will be automatically terminated after thirty (30) minutes of inactivity.
4. Access to the RWU network resources by anyone other than the person assigned the access is a violation of this policy. The assigned user is responsible to ensure that no one, which includes family members, violates any RWU policies, perform illegal activities, and does not use the access for outside business interests. The assigned user bears responsibility for the consequences should the access be misused.
5. Employees and Contractors will not have Remote Access capabilities until the IT Department has received and processed the completed and signed Remote Access Authorization Form.
6. Contractor's remote access accounts shall be only active during the specified time approved by the IT Department. Remote access accounts will be disabled during non-scheduled work periods.

Requirements

- All remote users are required to use only Remote Access methodologies approved by the IT Department.
- At no time should any employee or contractor provide their login or email password to anyone, not even family members.
- RWU employees and contractors with remote access privileges must ensure that their RWU owned or personal computer or workstation, which is remotely connected to RWU's corporate network, is not connected to any other network at the same time, with the exception of personal networks that are under the complete control of the user.
- Reconfiguration of a home user's equipment for the purpose of split-tunneling or dual homing is not permitted at any time.
- All hosts that are connected to RWU's internal networks via remote access technologies must use the most up-to-date anti-virus software. This includes personal computers.
- Organizations or individuals who wish to implement non-standard Remote Access solutions to RWU's network must obtain prior approval from the IT Department.

Procedures

The following procedures should be followed to acquire Remote access:

Employees

1. Individual requesting remote access completes the Remote Access Authorization Form.
2. Requestor's Department Manager/Director reviews the request, and if the request is appropriate, signs the form and forwards it for approval by the IT Department.
3. Each individual must provide proof of anti-virus compliance to the IT Department.
4. Departments are required to monitor Remote Access use for hourly employees to ensure that hourly employees are compensated for time worked and that such time is being approved in advance.

Consultants and Contractors

1. An intention of use statement must be included with the Remote Access Request Form.
2. The Remote Access Request Form must be completed for each individual who will be utilizing remote access.
3. Each individual must provide proof of anti-virus compliance to the IT Department.

Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment. Consultants and contractors will be subject to legal action up to and including the payment of fines and penalties that may be incurred, and immediate termination of all contractual agreements.

REMOTE ACCESS AUTHORIZATION FORM

☐ RWU Employee ☐ Contractor ☐ Consultant

A. EMPLOYEE/CONTRACTOR INFORMATION			
Employee Last Name:		Employee First Name:	Employee ID#
Department:	Job Title:	Company:	
Internet Provider:		Computer Location (address):	
Workstation Ownership: Utility Owned ☐ Personal ☐		Type of Access: DSL ☐ Cable ☐ Other ☐	
B. DEPARTMENT AUTHORIZATION			
Employee Type: Non-Exempt (Hourly) ☐ Exempt (Salaried) ☐			
<i>By signing below, I acknowledge that this request is consistent with the Remote Access Policy. If this request is for a non-exempt hourly employee (non-salaried employees that are paid on an hourly basis and are non-exempt under applicable laws), I understand that non-exempt hourly employees need to be paid for time worked using remote access and that this has been considered in making this request.</i>			
Department Manager (print name & sign)		Date	
C. EMPLOYEE ACKNOWLEDGEMENT			
1. The credentials assigned to you must be protected at the same level as the information processed on the system(s). You are responsible for any activity on your account. Initial _____			
2. Logons and passwords shall not be included in script files for logon procedures, automatically programmed into function keys or written down. Initial _____			
3. Anti-Virus Software must be up to date prior to each connection to RWU's network. Initial _____			
4. If you believe that the confidentiality of your password has been compromised, contact the IT Department immediately. If your password is changed for any reason, you will be notified immediately. Initial _____			
5. Any equipment connected to the RWU Network may be scanned and activity monitored to ensure the security of the RWU Network and Systems. Initial _____			
6. The use of personal equipment for remote access to the RWU Network may result in some official public data residing on your personal equipment. If data is deemed to be a public record, it may result in a duty to disclose that data after a search of your personal equipment. Initial _____			
7. Non-exempt employees must receive department authorization <u>prior</u> to using remote access. Initial _____			
<i>I, the undersigned, acknowledge that I have read, understand, and accept all Rogers Water Utilities policies applicable to this request including the Technology Use section of the Rogers Water Utilities Employee Policy Manual. I understand that if I am a non-exempt hourly employee, I must obtain pre-approval of all work performed using Remote Access. I further understand that failure to comply with the applicable policies and rules related to remote access may lead to disciplinary action or, in the case of contractors, legal action.</i>			
Employee/Contractor Signature			Date
D. SYSTEM INFORMATION			
Operating System (Name & Version): _____			
Anti-Virus (Name & Version): _____			
Anti-Virus Definition Date: _____			
E. IMPLEMENTATION (IT USE ONLY)			
Account Enabled: Y N Date: _____ Remote User Notified on: _____ Date			
IT Department Signature		Date	

RESOLUTION NO. 22- __

A RESOLUTION AUTHORIZING DISPOSITION OF CERTAIN OBSOLETE INFORMATION TECHNOLOGY (IT) EQUIPMENT; AND FOR OTHER PURPOSES.

WHEREAS, the Rogers Waterworks and Sewer Commission has been empowered by the Rogers City Council to oversee efficient operation of the Rogers Water Utilities, and has full authority to set policies and procedures for the Rogers Water Utilities in a manner consistent with existing law and public policy; and

WHEREAS, the Rogers Water Utilities has certain obsolete information technology (IT) equipment for which disposition is needed in accordance with law, including and without limitation, Ark. Code. Ann. § 14-54-302; and

WHEREAS, said obsolete equipment is listed on the attached “Exhibit A;” and

WHEREAS, the Superintendent of the Rogers Water Utilities, by submission of this Resolution to the Commission for approval, certifies that in his opinion, the fair market value of the equipment on the attached “Exhibit A.” is less than \$20,000, and further certifies that if not disposed of pursuant to Ark. Code. Ann. § 14-54-302 (e), then such items have been rendered worthless by damage or prolonged use and should be disposed of as permitted by law.

NOW THEREFORE, BE IT RESOLVED BY THE ROGERS WATERWORKS AND SEWER COMMISSION OF THE CITY OF ROGERS, ARKANSAS:

Section 1. The Superintendent’s Certification attached to “Exhibit A.” is hereby approved. The management of the Rogers Water Utilities is authorized to dispose of the equipment listed on “Exhibit A.” in accordance with Ark. Code. Ann. 14-54-302 and other applicable law.

Section 2. Severability Provision- In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Resolution shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Resolution as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining provisions of this Resolution shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

Section 3. Repeal of Conflicting Resolutions- All resolutions of the Rogers Waterworks and Sewer Commission, or parts of resolutions of the Rogers Waterworks and Sewer Commission, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 19th day of September 2022.

Michael Watkins, Chairman

ATTEST:

Brent Dobler, Acting Secretary

Superintendent's Certification Pursuant to Ark. Code. Ann § 14-54-302

I hereby certify that, in my opinion, the fair market value of the equipment on the attached "Exhibit A" is less than \$20,000. I further certify that if not disposed of pursuant to Ark. Code. Ann. § 14-54-302 (e), then such items have been rendered worthless by damage or prolonged use and should be disposed of as permitted by law.

Brent Dobler
Superintendent, Rogers Water Utilities

"Exhibit A"

IT Equipment Scheduled for Destruction

Date Inventoried: 9/15/22

Number	Description
1	Retired security cameras & DVR - #4733, 4734, 4735, 4736
2	Netgear Switches & Routers for SCADA sites - #2471, 2477
3	HP Pavillion Computer - a6700f
4	Netgear Nighthawk Wifi Router
5	Asus Computer
6	Raritan KVM - DLX-116 - #4280, 4284
7	Dell Monitors - 2; IC Power Monitor
8	HP Photosmart C3140 - All-in-One Printer/Scanner
9	Box of miscellaneous computer parts(motherboards,PCI cards,etc)
10	Box of CDs & DVDs - Old software discs, pre-2010
11	
12	
13	
14	
15	
16	
17	
18	

CENTENNIAL PEDESTRIAN PLAZA

- **PROJECT LOCATION**
 - 1ST Street Rogers, AR
- **ENGINEER**
 - CEI
- **DATE OF PLANS**
 - 08.31.2022
- Below is pricing for the Sanitary Sewer portion of the Centennial Pedestrian Plaza Project in Downtown Rogers, AR.

SANITARY SEWER					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" SDR-26	115	LF	\$ 225.41	\$ 25,922.15
2	4" SCH-40	100	LF	\$ 123.19	\$ 12,319.00
3	1.25" SCH-40	30	LF	\$ 89.30	\$ 2,679.00
4	8" X 4" Wye Assembly	3	EA	\$ 334.04	\$ 1,002.12
5	4' ID Manhole 8' w/ Composite Lid	1	EA	\$ 12,926.77	\$ 12,926.77
6	4" Clean Out Traffic Rated	3	EA	\$ 962.45	\$ 2,887.35
7	Connect Force Main to Existing 4" Clean Out	1	EA	\$ 650.51	\$ 650.51
8	4' Wet Well Concrete 9'	1	EA	\$ 18,263.58	\$ 18,263.58
9	Grinder Pump Complete	1	LS	\$ 4,479.95	\$ 4,479.95
10	Lift Station Install	1	LS	\$ 4,157.55	\$ 4,157.55
11	Pump Control	1	LS	\$ 578.06	\$ 578.06
12	Pump Electric Service Complete	1	LS	\$ 2,167.71	\$ 2,167.71
13	Manhole and Wet Well Epoxy Lining	1	LS	\$ 11,850.19	\$ 11,850.19
14	Pump Start-up and Sanitary Testing	1	LS	\$ 2,167.71	\$ 2,167.71
15	Vactron Alleyway	5	HRS	\$ 505.80	\$ 2,529.00
16	General Conditions (Estimated)	1	LS	\$ 10,458.07	\$ 10,458.07
				TOTAL:	\$ 115,038.72

Staff recommends accepting the bid from Nabholz for the utilities associated with Centennial Park, authorizing the reimbursement of utility construction funds to the City of Rogers for this project in the amount of \$115,038.72.

Bid Tabulation - Mills Sewer Extension, JB Hunt Waterline Replacement, and S. 2nd St./ W. Pine St. Water & Sewer Main Replacement
 Bid Opening 9.13.22

Mills Sewer Extension							
No.	Item	Bid Quantity	Bid Unit	Engineer's Estimate		Sy-Con Excavation	
				Unit Price	Extension	Unit Price	Extension
1	2" PVC Force Main (Outside Roadway)	810	LF	\$50.00	\$40,500.00	\$15.00	\$12,150.00
2	2" PVC Force Main (Within Roadway)	55	LF	\$200.00	\$11,000.00	\$30.00	\$1,650.00
3	Connection to Existing Manhole, complete in place	1	EA	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00
4	Ball valve, elbow, and vault with threaded nipple and cap for cleanouts	1	EA	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
5	2" 45 deg bend	2	EA	\$500.00	\$1,000.00	\$700.00	\$1,400.00
6	2" 90 deg bend	3	EA	\$750.00	\$2,250.00	\$1,600.00	\$4,800.00
7	Sewer Service with Grinder Pump (near side - off new line)	1	EA	\$8,000.00	\$8,000.00	\$12,500.00	\$12,500.00
8	Trench Safety - Sewer	1	LS	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
9	Traffic Control - Sewer	1	LS	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
Subtotal 1 (Mills Sewer)					\$71,750.00		\$43,500.00

JB Hunt Dr. Waterline Replacement							
No.	Item	Bid Quantity	Bid Unit	Engineer's Estimate		Sy-Con Excavation	
				Unit Price	Extension		
10*	8" DIP Class 50 (DIP supplied by RWU)	205	LF	\$65.00	\$13,325.00	\$46.00	\$9,430.00
11*	8" Gate Valve (Valve supplied by RWU)	1	EA	\$500.00	\$500.00	\$3,800.00	\$3,800.00
12	Anchor Collar	1	EA	\$2,000.00	\$2,000.00	\$2,800.00	\$2,800.00
13	Trench Safety - Water	1	LS	\$5,000.00	\$2,500.00	\$4,250.00	\$4,250.00
14	Traffic Control - Water	1	LS	\$5,000.00	\$2,500.00	\$2,000.00	\$2,000.00
Subtotal 2 (JB Hunt / Saltgrass)					\$20,825.00		\$22,280.00

2nd St. & Pine St. Water/Sewer Replacement							
No.	Item	Bid Quantity	Bid Unit	Engineer's Estimate		Sy-Con Excavation	
				Unit Price	Extension		
15*	8" DIP Class 50 (DIP supplied by RWU)	905	LF	\$85.00	\$76,925.00	\$62.00	\$56,110.00
16	8"x6" Reducer	1	EA	\$800.00	\$800.00	\$400.00	\$400.00
17	8"x6" Tee	4	EA	\$1,000.00	\$4,000.00	\$1,650.00	\$6,600.00
18	8" Tee	2	EA	\$1,200.00	\$2,400.00	\$1,450.00	\$2,900.00
19*	8" Gate Valve (Valve supplied by RWU)	7	EA	\$500.00	\$3,500.00	\$1,000.00	\$7,000.00
20*	6" Gate Valve (Valve supplied by RWU)	4	EA	\$400.00	\$1,600.00	\$750.00	\$3,000.00
21	8" 45 deg bend	2	EA	\$800.00	\$1,600.00	\$750.00	\$1,500.00
22	5/8" water meter (long side)	4	EA	\$2,500.00	\$10,000.00	\$2,550.00	\$10,200.00
23	5/8" water meter (short side)	4	EA	\$1,500.00	\$6,000.00	\$1,000.00	\$4,000.00
24	Double 5/8" water meter (long side)	1	EA	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00
25	Double 5/8" water meter (short side)	1	EA	\$1,750.00	\$1,750.00	\$1,250.00	\$1,250.00
26	Anchor collar	1	EA	\$2,000.00	\$2,000.00	\$1,450.00	\$1,450.00
27	Fire hydrant (new)	3	EA	\$5,500.00	\$16,500.00	\$4,600.00	\$13,800.00
28	Fire hydrant (relocate existing)	1	EA	\$3,500.00	\$3,500.00	\$4,600.00	\$4,600.00
29	Trench Safety - Water	1	LS	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
30	Traffic Control - Water	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
31*	8" PVC SDR-26 (pipe supplied by RWU)	545	LF	\$100.00	\$54,500.00	\$140.00	\$76,300.00
32	Sanitary Sewer Service (long side)	11	EA	\$750.00	\$8,250.00	\$1,500.00	\$16,500.00
33	Manhole (4' dia, 6'-10' depth)	2	EA	\$4,500.00	\$9,000.00	\$9,800.00	\$19,600.00
34	Manhole (4' dia, >10' depth)	2	EA	\$6,500.00	\$13,000.00	\$6,900.00	\$13,800.00
35	Trench Safety - Sewer	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
36	Traffic Control - Sewer	1	LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
Subtotal 3 (2nd St. & Pine St. Water/Sewer)					\$233,075.00		\$253,260.00

* Denotes items which a portion of materials are supplied by Owner.

Subtotals 1+2+3	\$325,650.00	\$319,040.00
Owner's Contingency	\$50,000	\$50,000
Total Bid (Subtotals 1 + 2 + 3 + Owner's Contingency)	\$375,650.00	\$369,040.00

Highlighted cells indicate corrected values due to math errors.

Highlighted cells indicate corrected values due to bid quantity corrections.

Staff recommends the award of the project to Sy-Con Excavation & Utilities, LLC at a total cost of \$369,040.00 which includes an owner's contingency of \$50,000, and acknowledging the reimbursable amount of \$43,500 from the City of Rogers for costs associated with the Mills Sewer Extension.

Banz Area Sewer Main Replacement				EngineerEST		NEC		Brothers	
No.	Item	Bid Quantity	Bid Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization (Shall not exceed 10% of Total)	1	LS	\$150,000.00	\$150,000.00	\$271,978.00	\$271,978.00	\$255,000.00	\$255,000.00
2	8" SDR 26 Sewer Main, Installed by open cut complete in place - < 6' Deep	10714	LF	\$200.00	\$2,142,800.00	\$101.00	\$1,082,114.00	\$250.00	\$2,678,500.00
3	Additional Trench Depth for Sewer Main Installation - 8' to 6' Deep	3158	LF	\$50.00	\$157,900.00	\$62.50	\$197,375.00	\$20.00	\$63,160.00
4	Additional Trench Depth for Sewer Main Installation - 10' to 8' Deep	1513	LF	\$75.00	\$113,475.00	\$73.00	\$110,449.00	\$30.00	\$45,390.00
5	Additional Trench Depth for Sewer Main Installation - 12' to 10' Deep	100	LF	\$125.00	\$12,500.00	\$92.00	\$9,200.00	\$35.00	\$3,500.00
6	4' Dia. Cast-In-Place Manhole, 4' Depth	41	EA	\$4,000.00	\$164,000.00	\$4,227.00	\$173,307.00	\$3,500.00	\$143,500.00
7	4' Dia. Cast-In-Place Manhole, Additional Depth	70	LF	\$1,200.00	\$84,000.00	\$485.50	\$33,985.00	\$300.00	\$21,000.00
8	Connection to Existing 4" Service Line	173	EA	\$65.00	\$11,245.00	\$1,815.00	\$313,995.00	\$2,500.00	\$432,500.00
9	Route Existing 4" Service Line into new Manhole	20	EA	\$300.00	\$6,000.00	\$2,766.00	\$55,320.00	\$2,000.00	\$40,000.00
10	Abandon Existing Manhole	7	EA	\$2,000.00	\$14,000.00	\$4,198.00	\$29,386.00	\$2,750.00	\$19,250.00
11	Restore/Repair/Replace Drainage Ditch	155	LF	\$300.00	\$46,500.00	\$89.00	\$13,795.00	\$175.00	\$27,125.00
12	Crushed Stone (AHTD Class 7) Backfill	5060	TON	\$40.00	\$202,400.00	\$28.00	\$141,680.00	\$37.00	\$187,220.00
13	Asphalt Repair	250	SY	\$180.00	\$45,000.00	\$117.50	\$29,375.00	\$20.00	\$5,000.00
14	Driveway Repair	385	SY	\$125.00	\$48,125.00	\$137.00	\$52,745.00	\$145.00	\$55,825.00
15	Sidewalk replacement/repair	290	SY	\$120.00	\$34,800.00	\$118.00	\$34,220.00	\$130.00	\$37,700.00
16	Relocation of Items in Easement	1	LS	\$50,000.00	\$50,000.00	\$204,735.00	\$204,735.00	\$110,000.00	\$110,000.00
17	Mailbox Repair	1	LS	\$4,000.00	\$4,000.00	\$32,198.00	\$32,198.00	\$10,000.00	\$10,000.00
18	Seed & Mulch (Repair Adjacent Disturbed)	14750	SY	\$5.00	\$73,750.00	\$4.50	\$66,375.00	\$2.00	\$29,500.00
19	Fence Repair	1	LS	\$250,000.00	\$250,000.00	\$304,568.00	\$304,568.00	\$285,000.00	\$285,000.00
20	Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$33,944.00	\$33,944.00	\$20,000.00	\$20,000.00
21	Erosion Control	1	LS	\$5,000.00	\$5,000.00	\$31,468.07	\$31,468.07	\$30,000.00	\$30,000.00
22	Trench Safety	1	LS	\$5,000.00	\$5,000.00	\$34,254.00	\$34,254.00	\$25,000.00	\$25,000.00
23	Rock Excavation, complete in place	1	CY	\$250.00	\$250.00	\$978.00	\$978.00	\$400.00	\$400.00
24	Owner Allowance	1	LS	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
Total Bid Price:				\$3,775,745.00		\$3,407,444.07		\$4,674,570.00	

Staff recommends the award of the bid for Banz Area Sewer Main Replacment to NEC, submitting a low bid of \$3,407,444.07.

Bid Tabulation for Banz Area Sewer Main Replacement	
Engineer's Estimate	\$3,775,745.00
NEC	\$3,407,444.07
Brothers	\$4,674,570.00

There is an owner's allowance of \$150,000.00 for all bid totals.

Engineering Staff is recommending to accept the bid from
NEC Inc. for the bid amount of \$3,407,444.07.

AGREEMENT*
BETWEEN
ROGERS WATER UTILITIES
AND
ALLGEIER, MARTIN & ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES

Staff recommends approval of the Agreement with Allgeier, Martin & Associates at an hourly rate in an amount not to exceed \$394,000 plus any applicable reimbursable expenses for the design of Blossom Way Trib 2 Sanitary Sewer Improvements, allowing staff to negotiate the final form and content of the Agreement.

THIS IS AN AGREEMENT made as of _____, 2022 between Rogers Water Utilities, Rogers, AR, a public utility, (OWNER) and Allgeier, Martin & Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER). OWNER intends to construct improvements to an existing wastewater collection system interceptor sewer - Blossom Way Tributary 2 Sanitary Sewer Improvements (hereinafter called the Project).

WITNESSETH:

Whereas, the Owner owns and operates a Public Wastewater Collection system and desires the Engineer to perform requested engineering services; and

Whereas, the Engineer agrees that it has personnel and equipment to perform and agreed engineering services.

Now, therefore, in consideration of the mutual undertakings herein contained, the Owner and the Engineer agree as follows:

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional planning and design phase services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the design phase of the Project with the OWNER.

1.1.3 In general, the Project consists of planning and design of the following:

1.1.3.1 Construction of approximately 4,300 LF of 24-inch diameter, 4,200 LF of 21-inch diameter, 4,800 LF of 18-inch diameter and 300 LF of 15-inch diameter gravity sewer line to replace an existing sewer line in an alignment generally northwest of South Dixieland Road, to the East across South Dixieland Road to the East and Southeast to West Laurel Lane, East and Southeast across South 8th Street and the Railroad, continuing East and South, then changing direction back to the Northeast across open land that is currently being developed to a point of connection at South 1st Street. On its Easternmost point, the line replacement project will not extend to the north for any length along 1st Street except to make the existing line connection. The approximate proposed route is shown on Exhibit B of this Agreement.

1.2 Planning and Design Phase

Upon execution of this agreement, ENGINEER shall:

1.2.1 Meet with OWNER to discuss recommendations, project expectations, alternate routes and costs.

- 1.2.3 Conduct topographic surveys to the extent necessary for design of the project facilities.
- 1.2.4 Conduct research and investigation into existing utilities located within the project boundaries.
- 1.2.5 Conduct research into property owners and property layouts along the route of the proposed sanitary sewer line improvements for up to 25 properties.
- 1.2.6 Provide OWNER with information to negotiate necessary project crossing permits with the Arkansas Department of Transportation and the Arkansas Missouri Railroad.
- 1.2.7 Confirm sanitary sewer line sizes, and preliminary design documents consisting of final design criteria and preliminary drawings and review same with OWNER. Replacement line sizing will be based upon those indicated within the 2022 Rogers Water Utilities sanitary sewer system Master Plan prepared by Freese and Nichols unless directed otherwise by the OWNER.
- 1.2.8 30 Percent Design Submittal: Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs and preliminary layout/profile of the project. OWNER shall provide ENGINEER with any written review comments for the 30 percent design submittal within 30 days of receipt of documents.
 - 1.2.8.1 Upon acceptance of items listed in 1.2.8 by the OWNER, ENGINEER shall:
- 1.2.9 Evaluate the number and location of possible easements that will be required along the route of the Project. Writing of Easement descriptions and development of proposed easement documents are anticipated to be provided by the ENGINEER under a separate work authorization in the future.
- 1.2.10 Prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.
- 1.2.11 Assist the OWNER in providing information necessary to select a Geotechnical Engineering Consultant and to obtain Geotechnical Investigation information along the route of the project. OWNER will contract directly with Geotechnical Engineer for said work and provide obtained information to the ENGINEER for incorporation into the project design documents.
- 1.2.12 90 Percent Design Submittal: Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.
- 1.2.13 Furnish three copies of the above documents and present and review them in person with OWNER .
- 1.2.14 OWNER shall provide ENGINEER with any written review comments for the 90 percent design submittal within 14 days of receipt of documents.
 - 1.2.14.1 Upon acceptance of items listed in 1.2.14 by the OWNER, ENGINEER shall:
- 1.2.15 100 Percent Design Submittal: Make necessary revisions to the project drawings and specifications based upon the OWNER's review and subsequent comments received of the 90 percent design drawings. ENGINEER shall provide 3 paper copies and 1 electronic copy of the design drawings and specifications to the OWNER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by OWNER as indicated in Section 5.

- 2.1.1 Preparation or review of environmental assessments and impact statements and review and evaluation of the effect on the design requirement of the Project of any such statements and documents prepared by others.
- 2.1.2 Services to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond ENGINEER's control.
- 2.1.4 Providing any type of field and engineering surveys and staking beyond those required as a part of paragraphs 1.2.3.
- 2.1.5 Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules, evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.1.6 Furnishing the services of special consultants for other than the normal civil, structural, and electrical engineering, such as those required for communications, acoustics, and landscaping, and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.
- 2.1.7 Services after completion of the construction phase, such as inspections during any guarantee period, and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.8 Review of contractor's payroll records and/or pay applications.
- 2.1.9 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing, or other legal or administrative proceeding involving the Project (except as agreed to under basic services).
- 2.1.10 Easement/Property Negotiation.
- 2.1.11 Bidding and Construction Phase Engineering Services.
- 2.1.12 Coordination of receipt of property appraisals as required by applicable funding agencies and OWNER to obtain easement rights including selection of land appraiser, providing information to the selected land appraiser necessary to complete appraisals for easement rights and providing OWNER with property appraisals necessary to negotiate and obtain easement rights from applicable property owner.

- 2.1.13 Providing the services of a Resident Project Representative (RPR), assistants, and other field staff during construction of the project.
- 2.1.14 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this agreement.

SECTION 3 – OWNER’S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project, including copies of existing easements for the existing sanitary sewer line that is to be paralleled or replaced, and any such pertinent property ownership information associated with these easements, and any other data relative to design or construction of the Project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER's basic services data prepared by or services of others, including without limitation, core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; archaeological investigations; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 3.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.6 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project and such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.
- 3.7 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER's services.
- 3.8 Provide a Resident Project Representative, and other field staff to observe the performance of the work of the construction contractor for the duration of the project.
- 3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
- 3.10 Furnish, or direct in writing ENGINEER to provide necessary additional services as stipulated in Section 2 of this agreement or other services as required.

- 3.11 Negotiate with the Arkansas Department of Transportation and the Arkansas Missouri Railroad to obtain necessary permits for any crossings of their properties and facilities and obtain any plans from those agencies for existing facilities affected by this Project.
- 3.12 Bear all fees and costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the design phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design of the Project.
- 4.2 Upon execution of this agreement by OWNER, ENGINEER shall proceed with the performance of the services called for in Section 1, as follows:
 - 4.2.1 Assuming that the Notice to Proceed will be issued by October 1, 2022, the Preliminary Planning and Survey Phase shall be completed by December 9, 2022.
 - 4.2.2 Design Phase for services shall be completed by May 12, 2023, unless delays are experienced due to reasons beyond the ENGINEER's control.
- 4.3 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and ENGINEER's maximum fee shall be adjusted appropriately.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 Methods of Payment for Services and Expenses of Engineer
 - 5.1.1 For Basic Services. OWNER shall pay ENGINEER for time expended and reimbursable expenses in the performance of basic services rendered under Section 1 at the labor rates and non-labor rates shown in Exhibit A, "Rate Schedule", with a guaranteed maximum fee of \$394,000.
 - 5.1.2 Additional Services. OWNER shall pay ENGINEER for additional services rendered under Section 2 as follows:
 - 5.1.2.1 General. For time expended in the performance of additional services rendered under paragraphs 2.1.1 through 2.1.14 inclusive, (except for services provided in paragraphs 2.1.6) on the basis of the labor rates shown in Exhibit A.
 - 5.1.2.2 Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.6, the actual amount billed to ENGINEER by the special consultant plus ten percent.
 - 5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4 below.
- 5.2 Times of Payments
 - 5.2.1 For Planning and Design Services (Paragraph 1.2). ENGINEER shall submit statements for basic and additional services rendered upon submission or completion of deliverable items set forth in

paragraphs 1.2 of this Agreement. The amount of ENGINEER's professional fee billed will be based upon the actual time and expenses incurred by ENGINEER's personnel in performance of this agreement at the time of billing, with the cumulative amount billed at the time of delivery limited to the following not-to-exceed amounts:

<u>Deliverable Item</u>	<u>Cumulative Ceiling</u>
Preliminary Planning and Design Surveying	\$195,000
Engineering Design – 30 Percent Complete	\$265,000
Engineering Design – 90 Percent Complete	\$345,000
Final Engineering Design-100 Percent Complete	\$394,000

5.3 Other Provisions Concerning Payments

- 5.3.1 The Engineer shall submit an invoice monthly, for months in which work was performed, during the term of the Agreement and a final invoice upon completion of Services. Each invoice will be due upon receipt. The Owner agrees to pay the Engineer within 15 days of the invoice date. The Owner agrees to pay the Engineer a late charge of 1.5 percent per month or the maximum amount allowed by law, if less, on all amounts remaining unpaid, starting on the 30th day following the invoice date. The Owner agrees to pay the late charge without further invoicing from the Engineer.
- 5.3.2 In the event of termination by OWNER under paragraph 9.15, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid additional services and unpaid reimbursable expenses, plus all termination expenses.

5.4 Definitions

Reimbursable expenses mean the actual expenses incurred directly in connection with the Project for: transportation, lodging, and subsistence incidental thereto; reproduction of reports, drawings, and specifications; postage and express delivery services; survey materials; and similar Project-related items.

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Cost

Since the Engineer has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet Project schedules, the Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. The Engineer does not guarantee that proposals, bids or actual Project costs will not vary from the Engineer's cost estimates or that actual schedules will not vary from the Engineer's projected schedules.

SECTION 7 - INSURANCE

7.1 Insurance

7.5.1 During the performance of the Services under this Agreement, the Engineer shall maintain the following insurance:

7.5.1.1 Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.

7.5.1.2 Professional Liability Insurance, with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate.

7.5.1.3 General Liability Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate.

7.5.1.4 Automobile Liability Insurance, with combined single limits of \$1,000,000 for each accident.

SECTION 8 – LIABILITY

- 8.1 General: Having considered the potential liabilities that may exist during the performance of the Services, the benefits of a Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, the Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Mutual Waiver of Consequential Damages: To the fullest extent permitted by law, the Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages, including, without limitation, loss of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons, arising out of, resulting from, or in any way related to this Agreement, the Work Statements, or the Projects.
- 8.3 Accrual of Causes of Action: Causes of action between the parties shall accrue, and applicable statutes of limitation shall begin to run, the date that the Engineer's Services are substantially complete under this Agreement.
- 8.4 Limitation of Liability: Notwithstanding any other provision of this agreement, in recognition of the relative risks, rewards, and benefits of the project to both the Owner and the Engineer, to the fullest extent permitted by law for adequate consideration, the total liability of the Engineer and its agents, employees, and consultants, to the Owner for any and all injuries, claims, losses, expenses, damages, from any cause whatsoever, including, without limitation, contract, indemnity, warranty, tort (including negligence), gross negligence, strict liability or other cause of action, in any way pertaining to or arising out of the performance of services under this Agreement, shall not exceed the total fees actually received by the Engineer hereunder.

SECTION 9 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 9.1 The following exhibits are attached to and made a part of this agreement:
- 9.1.1 Exhibit A: "Rate Schedule".
 - 9.1.2 Exhibit B: General Project Alignment
- 9.2 This agreement (consisting of pages 1 to 13, inclusive), including the exhibit identified above, constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 9.3 Owners Consultants: Unless otherwise indicated, consultants retained by the Owner shall be licensed professionals, who shall affix their seals on the appropriate documents prepared by them. The contracts between the Owner and the Owner's consultants shall require the consultants to coordinate their drawings and other instruments of service with those of the Engineer and to advise the Engineer of any conflict. The Engineer shall have no responsibility for the components of the Project designed by the Owner's consultants. Review by the Engineer of the consultants' drawings and other instruments of service is solely for consistency with the Engineer's design concept for the Project. The Engineer shall be entitled to rely upon the technical sufficiency and timely delivery of documents and services furnished by the Owner's consultants, as well as on the computations performed by those consultants in connection with such documents and services. The Engineer shall not be required to review or verify those computations or designs for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations, or certify completion or payment for the Work designed by the Owner's consultant.
- 9.4 Non-Disclosure: The Engineer agrees not to divulge to third parties, without written consent from the Owner, any confidential or proprietary information obtained from or through the Owner in connection with the performance of the Agreement.
- 9.5 Instruments of Service: All documents, including but not limited to, drawings, specifications and computer software prepared by the Engineer as part of the Services are the Engineer's instruments of service ("Instruments of Service"). All Instruments of Service shall remain the property of the Engineer; provided, however, that the Owner shall be provided copies for their records and maintenance of the Project facilities.
- 9.6 Reuse of Instruments of Service and Indemnification: The Engineer does not intend or represent that its Instruments of Service are suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by the Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Engineer. The Owner shall defend, indemnify and hold harmless the Engineer against all claims, losses, damages, injuries and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle the Engineer to additional compensation at rates to be agreed upon by the Owner and Engineer.
- 9.7 Delay in Performance: Neither the Owner nor the Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots and other civil disturbances; strikes, lockouts, work slowdowns and other labor disturbances; sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses or services required to be provided by either the Owner or Engineer under this Agreement.

9.7.1 Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

- 9.8 Requested Documents: If the Owner requests that the Engineer sign certifications or other documents for the Owner or other parties (such as lenders or potential buyers), the Owner shall provide the Engineer with copies of all such documents to be signed at least ten (10) days in advance of the requested date of execution. The Engineer shall not be required to sign any certification or document requiring knowledge or responsibilities beyond the scope of services as defined in this Agreement.
- 9.9 Notice of Deficient Performance: The Owner shall provide written notice to the Engineer within ten (10) days after the Owner becomes aware of any fault or defect in the Engineer's services or an alleged breach of this Agreement by the Engineer, including, but not limited to, errors, omissions or inconsistencies in the Instruments of Service.
- 9.10 Waiver: A waiver by either the Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 9.11 Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 9.12 Successors and Assigns: The Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all provisions of this Agreement.
- 9.13 Assignment: Neither the Owner nor the Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent the Engineer from employing independent consultants, associates and subcontractors to assist in the performance of the Services.
- 9.14 Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Owner and Engineer.
- 9.15 Termination: This Agreement may be terminated by either party, upon written notice, in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

9.15.1 The Owner may terminate or suspend performance of this Agreement for the Owner's convenience upon written notice to the Engineer. The Engineer shall terminate or suspend performance of the Services on a schedule acceptable to the Owner. If termination or suspension is for the Owner's convenience, the Owner shall pay the Engineer for all the Services performed and termination or suspension expenses. Upon restart,

an equitable adjustment shall be made to the Engineer's compensation.

9.16 Standard of Care

9.16.1 The Engineer shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report or opinion produced pursuant to this Agreement.

9.17 Mutual Waiver of Subrogation

9.17.1 The Owner and the Engineer waive all rights, including rights of subrogation, against each other, the Contractor, and their respective consultants, agents, and employees for damage to property, except such rights as they may have to the proceeds of such insurance. Each party will verify that all property insurance policies are properly written or endorsed so as to effectuate this waiver of subrogation. The Owner and Engineer, as appropriate, shall require of the Contractor and their respective consultants, agents and employees similar waivers in favor of the other parties enumerated herein.

9.18 Dispute Resolution

9.18.1 Non-Binding Mediation: The Owner and Engineer will attempt to resolve any claim, dispute or other matter in question arising out of or related to this Agreement by non-binding mediation as a condition precedent to any litigation. The mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.

9.18.2 Mediation Procedures: The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. An agreement reached in mediation shall be enforceable as any settlement agreement in a court having jurisdiction thereof.

9.19 Controlling Law

This agreement is to be governed by the laws of the State of Arkansas.

9.20 Notices: Notices given by either party to the other are deemed served if delivered in person at the office of the representative designated below, or such representative subsequently named in writing to act for the respective party, or mailed to the representative, properly stamped with the required postage and addressed to the office of such representative, as follows:

OWNER:
Rogers Water Utilities
Attn: Brian Sartain, Utility Engineer
601 South 2nd Street
Rogers, AR 72756
Phone: (479) 936-5426
Email: briansartain@rwu.org

ENGINEER:
Allgeier, Martin and Associates, Inc.
Attn: Chris Erisman, P.E.
7231 East 24th Street
Joplin, MO 64804
Phone: (417) 680-7200
Email: chris.erisman@amce.com

IN WITNESS WHEREOF, the Owner and Engineer have executed this Agreement.

OWNER

By: _____

Name: _____

Date: _____

ALLGEIER, MARTIN AND ASSOCIATES, INC.

By: _____

Name: Chris Erisman, P.E., First Vice President

Date: September 06, 2022

**EXHIBIT A
“RATE SCHEDULE”**

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	01/01/2022 thru <u>12/31/2022</u>	01/01/2023 thru <u>12/31/2023</u>	01/01/2024 thru <u>12/31/2024</u>
Principal/Engineer VI	\$270	\$279	\$289
Principal/Engineer V	\$240	\$248	\$257
Principal/Engineer IV	\$217	\$225	\$233
Principal/Engineer III	\$200	\$207	\$215
Project Manager/Engineer II	\$178	\$184	\$190
Project Manager/Engineer I	\$162	\$167	\$173
Technician III/GIS Specialist	\$147	\$152	\$157
Technician III	\$124	\$129	\$133
Technician II	\$111	\$115	\$119
Technician I	\$105	\$109	\$112
Two-Man GPS Survey Crew	\$206	\$213	\$220
One-Man GPS Survey Crew	\$162	\$167	\$173
Three-Man Survey Crew	\$224	\$232	\$240
Two-Man Survey Crew	\$178	\$184	\$190
Registered Land Surveyor II	\$190	\$196	\$203
Registered Land Surveyor I	\$167	\$173	\$179
Survey Crew Member	\$85	\$88	\$91
Right of Way Specialist	\$130	\$134	\$139
Project Representative III	\$124	\$129	\$133
Project Representative II	\$111	\$115	\$119
Project Representative I	\$103	\$106	\$110
Secretary/Assistant	\$85	\$88	\$91
Print Specialist	\$85	\$88	\$91

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

NON-LABOR RATES

<u>Item</u>	<u>Rate</u>
Travel	\$0.62 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

PROFESSIONAL SERVICES AGREEMENT
between the
ROGERS WATER AND SEWER COMMISSION
and
ENGINEERING SERVICES, INC.
for
HIGHWAY 12 EAST WATER MAIN REPLACEMENT

Staff recommends approval of the Agreement with Engineering Services, Inc. at an hourly rate in an amount not to exceed \$262,000 including reimbursable expenses and allowances for the design of Hwy 12 East Water Main Replacement, allowing staff to negotiate the final form and content of the Agreement.

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the ROGERS WATER AND SEWER COMMISSION, P.O. Box 338, Rogers, Arkansas, 72757-0338, hereinafter referred to as the "COMMISSION", party of the first part, and Engineering Services, Inc., hereinafter referred to as the "ENGINEER", party of the second part.

The COMMISSION intends to make the following improvements, hereinafter referred to as PROJECT:

Replacement of approximately 4,700 linear feet of 8" ductile iron water main from near the intersection of Harbor Drive and Arkansas Highway 12 eastward to the intersection of Old White River Road and Arkansas Highway 12. The project will include working within and adjacent to Arkansas State Highway Commission rights-of-way, and construction immediately adjacent to the existing 8" cast iron water main. After the new water mains, new service lines, new meter services, new fittings / valves / hydrants are placed into service. The project will then include abandonment of the existing 8" cast iron water main.

The ENGINEER shall provide professional services related to these improvements as described in this AGREEMENT.

The COMMISSION and ENGINEER in consideration of the mutual covenants in this contract agree in respect to the performance of professional services by the ENGINEER and the payment for those services by the COMMISSION as set forth below. Execution of the AGREEMENT by the COMMISSION and the ENGINEER constitutes the COMMISSION's written authorization to the ENGINEER to proceed on the date written above with the services described herein.

ARTICLE I
GENERAL

Sec. 1.0. The COMMISSION and the ENGINEER agree that the following provisions shall apply to all work to be performed under this AGREEMENT.

Sec. 1.1. During the tenure of the AGREEMENT, the ENGINEER agrees as follows:

1.1-1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The

ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 1.1-2. The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, shall state that the ENGINEER is an equal opportunity employer.
 - 1.1-3. Notices, advertisements, and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - 1.1-4. The ENGINEER shall include the provisions of Section 1.1-1, 1.1-2 and 1.1-3 above in all subcontracts or purchase orders in excess of ten thousand dollars (\$10,000.00). These provisions shall be binding upon each subcontractor or vendor.
- Sec. 1.2. This AGREEMENT shall be subject to and interpreted under the laws of the State of Arkansas. Should any dispute arise out of or pertaining to the performance of the AGREEMENT, such dispute shall be initiated and decided solely in the Circuit Court having jurisdiction in Rogers, Arkansas.
- Sec. 1.3. The ENGINEER shall not be responsible for the CONSTRUCTION CONTRACTOR(s)'s failure to perform the work in accordance with the Contract Documents through no fault of the ENGINEER.
- Sec. 1.4. Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below. This shall not be construed to restrict the transmission of routine communications between representatives of the ENGINEER and the COMMISSION.

COMMISSION: ROGERS WATER AND SEWER COMMISSION
 P.O. Box 338
 Rogers, AR 72757-0338

ENGINEER: ENGINEERING SERVICES, INC.
 1207 South Old Missouri Road
 Springdale, AR 72764 (Physical Address)
 P.O. Box 282
 Springdale, AR 72765-0282 (Mailing Address)

- Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this

AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.

- Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.
- Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- Sec. 1.8. This AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns. Neither the COMMISSION nor the ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.
- Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the COMMISSION, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

ARTICLE II SCOPE OF SERVICES

- Sec. 2.0. The ENGINEER shall perform the SERVICES described in Attachment “A”, which is attached hereto and incorporated by reference as part of this AGREEMENT. The ENGINEER shall also perform any services mutually agreed upon in writing as Additional Services pursuant to Article III.
- Sec. 2.1. The ENGINEER shall consult with COMMISSION to define and clarify COMMISSION’s requirements for the PROJECT and available data.
- Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of

the execution of this agreement by the COMMISSION and will proceed in accordance with the schedule shown in Attachment “B.

ARTICLE III ADDITIONAL SERVICES

- Sec. 3.0. Additional Services are those services, which may be required by the COMMISSION which are beyond the Scope of Services set forth in Attachment “A” to this AGREEMENT. The ENGINEER shall provide such Additional Services only when properly authorized by the COMMISSION. Such Additional Services shall be negotiated and agreed upon in writing by both PARTIES, and this AGREEMENT must be amended prior to commencement.
- Sec. 3.1. Additional Services, which may be added to this AGREEMENT are defined in Attachment “C”.
- Sec 3.2. The ENGINEER shall advise the COMMISSION as to the necessity of COMMISSION providing data or services of the type described in Attachment “C” and assist the COMMISSION in obtaining such data and services.

ARTICLE IV RELATIONSHIP OF THE PARTIES

- Sec. 4.0. The ENGINEER covenants with the COMMISSION to furnish SERVICES with skill, care and judgment consistent with that ordinarily used by members of the ENGINEER’s profession practicing under similar conditions. The ENGINEER shall act in accordance with applicable federal, state and local laws and regulations. The ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and COMMISSION shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies in the documents without additional compensation except to the extent such action is directly attributable to deficiencies in COMMISSION-furnished information.

ARTICLE V RESPONSIBILITIES OF THE COMMISSION

- Sec. 5.0. The COMMISSION shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Sec. 5.1. If the COMMISSION observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the COMMISSION shall give prompt written notice thereof to the ENGINEER.
- Sec. 5.2. The COMMISSION shall provide criteria and information as to COMMISSION’s requirements for the PROJECT, including design objectives and constraints,

easement, right-of-way, capacity and performance requirements, and any budgetary limitations.

- Sec. 5.3. The COMMISSION will furnish copies of design and construction standards, which COMMISSION will require to be included in the drawings and specifications.
- Sec. 5.4. The COMMISSION will assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Sec. 5.5. The COMMISSION will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- Sec. 5.6. The COMMISSION shall furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents as may be necessary for completion of the PROJECT. The COMMISSION will pay all fees associated with obtaining permits and approvals.
- Sec. 5.7. The COMMISSION shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as COMMISSION may require or ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by CONSTRUCTION CONTRACTOR(s), such auditing services as COMMISSION may require to ascertain how or for what purpose any CONSTRUCTION CONTRACTOR(s) has used the monies paid to him under the construction contract, and such inspection services as COMMISSION may require to ascertain that CONTRACTOR(s) is complying with any law, rule or regulation applicable to the performance of the work.
- Sec. 5.8. The COMMISSION will obtain the necessary lands, permits, easements and rights-of-way for construction of the PROJECT.
- Sec. 5.9. The COMMISSION will pay all plan review and advertising costs in connection with the PROJECT, and the COMMISSION will pay (reimburse) all fees associated with Arkansas One-Call and fees in connection with companies locating existing utilities.

ARTICLE VI INSURANCE

- Sec. 6.0. The ENGINEER shall carry Public Liability Insurance in at least the amounts specified below and shall deliver Certificates of Insurance from carriers acceptable to the COMMISSION specifying satisfaction of such limits prior to commencing work under this AGREEMENT. In addition, the insurer must agree to give the COMMISSION 30 days notice of any modification or cancellation of coverage.

Sec. 6.1. Workmen's Compensation and Employer's Liability

Coverage A - Statutory Requirements
Coverage B - \$100,000 Per Occurrence
Coverage C - \$100,000/\$100,000 Accident and/or Disease
All States Endorsement

Sec. 6.2. Automobile Liability, including Owned, Non-Owned and Hired Car Coverage.

Limits of Liability:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
	OR
Single Limit:	\$2,000,000 each occurrence
Bodily Injury	
Property Damage	

Sec. 6.3. Comprehensive General Liability

Limits of Liability:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
	OR
Single Limit:	\$2,000,000 each occurrence
Bodily Injury	
Property Damage	

- a. Completed Operation/Products
- b. Contractual Liability for Specified Agreement
- c. Personal Injury
- d. Medical Malpractice

Sec. 6.4. Excess Liability Umbrella Form

Bodily injury and Property Damage Combined Including: (See Note 1)

Note 1 - The intent of this insurance specification is to provide the coverages required and the limits expected for each type of coverage. With regard to the Automobile Liability and the Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance. However, the total insurance protection provided for Comprehensive General Liability protection or for Automobile Liability protection,

either individually or in combination with Excess Liability Umbrella, must total \$2,000,000 per occurrence.

Sec 6.5. Professional Liability

Limits of Liability:

Aggregate	\$1,000,000
Per Claim	\$1,000,000

Sec 6.6. The parties to this AGREEMENT waive any right they may have in law or in equity to demand or receive consequential or punitive damages.

**ARTICLE VII
INDEMNIFICATION AND LIABILITY**

Sec. 7.0. The ENGINEER agrees to indemnify and hold harmless the COMMISSION, its officers, agents and employees against all liability, loss or damage the COMMISSION may suffer as a result of any claims, demands, costs, or judgments arising from the ENGINEER'S negligent performance of its obligations under this contract. The ENGINEER will not be held responsible for failure to perform the duties and responsibilities imposed by this AGREEMENT due to strikes, fires, riots, rebellions, acts of God and other causes beyond the control of the ENGINEER that make performance impossible or illegal, unless otherwise specified in the AGREEMENT.

Sec. 7.1. The ENGINEER is not responsible for delay, nor shall ENGINEER be responsible for damages or be in default or deemed to be in default by reason of lockouts, accidents or acts of God, or for the failure of COMMISSION to furnish timely information or to approve or disapprove ENGINEER's work promptly, or delay or faulty performance by COMMISSION, other contractors or governmental agencies, or any other delays beyond the ENGINEER's control.

Sec. 7.2. The ENGINEER shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and building permits.

**ARTICLE VIII
COMPENSATION**

Sec. 8.0. The COMMISSION agrees to compensate the ENGINEER monthly for all SERVICES provided in accordance with Attachment "D".

Sec. 8.1. The ENGINEER shall submit invoices to the COMMISSION monthly for payment of

SERVICES performed during the preceding calendar month. The total amounts set forth in Attachment “D” represent the maximum amounts payable to the ENGINEER for its SERVICES. The COMMISSION shall make payment within 30 days after receipt of the ENGINEER'S invoice. Should the COMMISSION fail to make payment, the ENGINEER shall be entitled to an additional payment of 1 percent per month on the outstanding balance until the invoice is paid.

- Sec. 8.2. The COMMISSION shall not be obligated to compensate the ENGINEER for SERVICES described herein which exceed the total compensation set forth in this AGREEMENT. If the scope of SERVICES is increased as provided in Article III of the AGREEMENT, the ENGINEER shall not be obligated to perform the additional SERVICES or otherwise incur costs for such additional SERVICES, unless the COMMISSION has notified the ENGINEER in writing that such compensation is increased. The notification shall specify the revised compensation, which shall thereupon constitute the new total compensation for performance of SERVICES under this AGREEMENT.
- Sec. 8.3. Upon satisfactory completion of the SERVICES required under this AGREEMENT, and as a condition for final payment or termination settlement under this AGREEMENT, the ENGINEER shall execute and deliver to the COMMISSION a release of all claims against the COMMISSION arising under or by virtue of this AGREEMENT, except claims which are specifically identified by the ENGINEER as to date and amount.

ARTICLE IX USE OF DOCUMENTS

- Sec 9.0. All documents including drawings and specifications prepared by ENGINEER pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by COMMISSION or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at COMMISSION's sole risk and without liability or legal exposure to ENGINEER.
- Sec 9.1. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

ARTICLE X
OPINIONS OF PROBABLE COST

- Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONSTRUCTION CONTRACTOR(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.
- Sec. 10.1. The COMMISSION understands that the construction cost estimates developed by the ENGINEER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the COMMISSION, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XI
HAZARDOUS ENVIRONMENTAL CONDITIONS

- Sec. 11.0. If a Hazardous Environmental Condition is recognized by the ENGINEER during the course of his normal duties, the ENGINEER shall have the obligation to notify COMMISSION, and, to the extent of applicable laws and regulations, appropriate governmental officials.
- Sec. 11.1. It is acknowledged by both parties that the ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. The COMMISSION acknowledges that ENGINEER is not and shall not be required to become a "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the PROJECT in connection with ENGINEER's activities under this AGREEMENT.

ARTICLE XII
TERMINATION

- Sec. 12.0 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, if the other party is given:
- 12.0-1. Not less than 30 calendar days written notice of intent to terminate, delivered by certified mail, return receipt requested, and
- 12.0-2. An opportunity for consultation and 30 day cure period with the terminating party

prior to termination.

- Sec. 12.1. This AGREEMENT may be terminated in whole or in part by letter from the COMMISSION for its convenience, if the ENGINEER is given notice as provided by Section 12.0-1.
- Sec. 12.2. If termination for default is effected by the COMMISSION, an equitable adjustment in the price provided for in this AGREEMENT shall be made.
- Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the COMMISSION, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments made prior to the termination.
- Sec. 12.4. Upon receipt of a notice of termination pursuant to Section 12.1 or Section 12.2, the ENGINEER shall:
- 12.4-1. Promptly discontinue all SERVICES unless the notice directs otherwise, and
 - 12.4-2. Deliver or otherwise make available to the COMMISSION all plans, specifications, data, reports, estimates, summaries, and such other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in process.
- Sec. 12.5. Upon termination, the COMMISSION may take over the work and may award another party an agreement to complete the work required under this AGREEMENT.
- Sec. 12.6. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER did in fact fulfill its contractual obligations, the termination shall be deemed to have been for the convenience of the COMMISSION. In such event, adjustment of the price provided for in this AGREEMENT shall be made as provided in Section 12.3.

ARTICLE XIII

PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES

- Sec. 13.0 The ENGINEER agrees that time is of the essence in completing the work contemplated under this AGREEMENT. The ENGINEER agrees to complete the work in accordance with the schedule shown in Attachment "B" or pay liquidated damages in the amount of 0.1% of the total contract amount for each calendar day beyond the total time allotted in the AGREEMENT for Concept, Preliminary, and Final Design Phases (hereinafter referred to as "Contract Time").
- Sec. 13.1 Contract Time for Concept, Preliminary, and Final Design phases shall begin on the

date of written Notice to Proceed for each phase. Contract Time will be suspended on the date of receipt of deliverables required for each design phase. Determination of compliance with the Scope of Services for each phase will be made by the COMMISSION within 5 days of receipt of deliverables required for each phase. If the deliverables submitted are in compliance with the requirements of the Scope of Services, the Contract time will remain suspended until Notice to Proceed with the subsequent phase is given. If the required deliverables are not provided, or are incomplete, notification of the deficient submittal will be made to the ENGINEER, and additional time will be charged from the date of the initial phase submittal through submittal of deliverables meeting the requirements of the Scope of Services.

Sec. 13.2. Underruns of Contract Time on one phase of work may be used to offset overruns in another phase provided that the total cumulative Contract Time is not exceeded.

IN WITNESS THEREOF, the PARTIES to this AGREEMENT have hereunto set their hands of the day and year first above written.

ROGERS WATER AND SEWER COMMISSION

ENGINEERING SERVICES, INC.

By: _____

By: _____

Title

Tim Mays, Vice-President
Title

Attest

Attest

Title

Brian Moore, President
Title

ATTACHMENT 'A'
SCOPE OF SERVICES
PROFESSIONAL SERVICES AGREEMENT
HIGHWAY 12 EAST WATER MAIN REPLACEMENT

1. Scope of Project

- a. Evaluation of existing water main location and coordinate on-site with RWU to determine the route of the new water main. Coordinate with Arkansas One-Call in an attempt to locate other existing utilities adjacent to the project area.
- b. Conduct topographic and feature based survey to determine the profile along the newly selected route. In addition, survey cross-sections where road bores will occur on Arkansas Highway 12. Upon completion of the project, obtain GPS coordinates for valves, hydrants, meters, and other items to implement on the drawings of record.
- c. Coordinate with relevant regulatory agencies (FEMA, ARDOT, Arkansas Department of Health, Arkansas Department of Environmental Quality, and others) to resolve environmental issues and obtain permits.
- d. Replacement of approximately 4,700 linear feet of 8" ductile iron water main from near the intersection of Harbor Drive and Arkansas Highway 12 eastward to the intersection of Old White River Road and Arkansas Highway 12. The project will include working within and adjacent to Arkansas State Highway Commission rights-of-way, and construction immediately adjacent to the existing 8" cast iron water main. After the new water mains, new service lines, new meter services, new fittings / valves / hydrants are placed into service. The project will then include abandonment of the existing 8" cast iron water main.
- e. Prepare necessary easement descriptions for installation of all water main extensions. Prepare expanded temporary construction easements to accommodate bore pit locations.
- f. Perform construction staking for route.
- g. Perform construction observation services (as needed) for the installation of all water main extensions. Perform engineering during construction including submittal review, preparation of pay estimates, on-site construction meetings, conduct monthly construction meetings, and other services to facilitate construction.
- h. Prepare drawings of record using GPS coordinate information obtained in the field upon completion of the project. Deliver to Rogers Water and Sewer Commission a hard copy and a digital copy of the drawings of record.

2. **Basic Services**

The Scope of Services of the ENGINEER as described in the Agreement are further defined and described hereinafter.

- a. Preparation of construction plans, specifications and contract bid documents.
- b. Prepare plan sheets for preliminary route at an appropriate scale on photographic and planometric base of proposed road, showing existing utilities. Route determination shall be completed with the input of RWU personnel. A profile of the proposed 8" main will be required.
- c. Coordinate with RWU & ARDOT and submit required highway crossing permit applications and obtain approval(s).
- d. Obtain approval from necessary state and federal agencies and submit other documents required for environmental review and Storm Water Pollution Prevention Plan.
- e. Prepare engineer's opinion of probable cost
- f. Conduct bid opening
- g. Assist in Award of Contracts.
- h. Construction contracts shall be developed with no more than one (1) contract for construction.

3. **Easement Location Surveys**

- a. Use title work provided by the City for ownership information for properties located along the project route. Work with RWU to aid in preparation of exhibits to accompany the necessary easement documents.

Not Included in Contract (Additional Services)

- *If necessary, perform field boundary surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.*
- *If necessary, reference existing monuments for replacement after construction.*
- *If necessary, stake proposed right-of-way and easements at intervals that will provide intervisible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at intervisible points. A full restaking of right-of-way and easements may be needed for acquisition and/or construction purposes.*

4. Utility Surveys and Coordination

- a. Request location and size of existing overhead and underground utilities from the utility companies. Coordinate with Arkansas One-Call in an attempt to locate other existing utilities within and adjacent to the project area.
- b. Field locate known, marked and/or observable utilities within the project area. Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods. Excavation and exposure of the utility facilities will be provided by the owner of the utility.
- c. Using utility field survey data, show existing utilities on plans.
- d. Submit copies of the plans at each plan development phase. Coordinate and attend meetings as necessary with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. An ENGINEER representative will arrange all meetings with utility companies.
- e. Review utility adjustment plans and costs with RWU personnel to determine most feasible construction and/or utility relocation to be utilized. Prepare construction plans as directed by COMMISSION to accommodate utility relocations, including identification of utility easements.

5. Preliminary Design Phase

- a. Prepare plan and profile drawings on standard sheet templates showing all existing facilities. Scale to be an appropriate size as to be legible. Prepare preliminary plans, documents and data to include the following:
 - (1) Design and layout all proposed water mains, valves, connections, and fittings.
 - (2) Identify utilities requiring replacement. Meet with Rogers Water Utilities to develop project approach for water designs.
 - (3) Provide list of Engineer-developed details to be incorporated into plans.
 - (4) Draft preliminary notes on plans to fully describe the construction work to be performed.
 - (5) Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing.
 - (6) Prepare preliminary storm water and erosion control plans.

- (7) Prepare opinions of probable costs for preliminary design.
- b. Attend design progress meetings with RWU personnel.
- c. Provide written response to design review comments provided by SWU personnel.

6. Easement Legal Description Preparation

- a. Easement document preparation should not begin before review and approval of the preliminary design phase.
- b. Prepare draft individual easement documents on the COMMISSION provided easement form, as necessary. This may include utility or temporary construction easements. Drawings and legal descriptions shall be on letter size paper.
- c. Easement documents shall include title, parcel number, tract number (if applicable), property description, description of easement, and whatever else necessary for a legal easement.
- d. Easement drawings shall include the entire applicable property, easement(s), bearings and distances, scale and north arrow. Scale shall be such as to provide a legible, easily discernable drawing.
- e. The COMMISSION shall make all contact with the individual property owners for the actual acquisition of easement and its execution thereof.
- f. Copies, (both hard and digital) as necessary shall be provided to RWU personnel. Electronic drawings shall be provided in AutoCAD format. At the discretion of the COMMISSION a .pdf drawing may be requested.

7. Final Design Phase

- a. Prepare final plans, profiles, details, and other items.
- b. Prepare construction details, which depict all typical items, including but not limited to, valves, bedding details, hydrants, etc. utilizing the COMMISSION format and standard detail drawings where applicable
- c. Prepare final specifications for the construction contract.
- d. Calculate construction quantities.
- e. Provide construction bid proposal form in accordance with RWU personnel approval.

- f. Recommend construction contract time.
- g. Prepare opinions of probable costs.
- h. Attend design progress meeting with RWU personnel.
- i. Prepare written response to design review comments provided by RWU personnel.
- j. Prepare a Storm Water Pollution Prevention Plan (SWPPP). According to ADEQ requirements, complete a SWPPP application either: a) for submittal by the Commission to ADEQ, or b) for small acreage, permitting by the City. Plan details shall provide CONTRACTOR with necessary details to maintain a SWPPP.

8. Bid/Award Phase

During the bidding phase of the project, the Engineer will dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling), support the contract documents by preparing addenda as appropriate, participate in a pre-bid meeting if necessary, attend the bid opening, prepare bid tabulation, evaluate bids, provide a recommendation regarding contract award, and prepare construction contracts.

9. Construction Phase Services

During the construction phase of work, the Engineer will accomplish the following:

- a. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
- b. Perform construction layout surveys consisting of the establishment of baselines for locating the work, with a suitable number of benchmarks and control points for site references as shown in the plans and specifications.

Furnish professional engineers to make visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate 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 will endeavor to protect the COMMISSION against defects and deficiencies in the work of the contractor. But the Engineer cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.

- c. Furnish a Construction Observer (as needed) to assist the Engineer in observing the progress and quality of the Work. Through the Construction Observer's observations of the Contractor's work in Progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for COMMISSION against

defects and deficiencies in the work. Duties and responsibilities of the Construction Observer shall consist of the following:

(1) While not required to be at project site during all construction activities, Construction Observer will be present during the majority of construction activities. Construction Observer will be present to observe all significant events, such as all testing and inspections, installation of key infrastructure components, excavations and boring activities, start-up operations of proposed facilities, and other technically demanding activities.

(2) Construction Observer shall be responsible for observing and recording the activities of the Contractor, but shall not supervise, direct, or have control over Contractor's work, nor have control or responsibility over the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the project site, for safety precautions or programs incident to Contractor's work in progress, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performance. The Engineer, through provision of the Construction Observer, neither guarantee the performances of the Contractor nor assumes the responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

(3) In general, Construction Observer shall act as the representative of the Engineer at the Project Site, and shall act as directed by and under the supervision of the Engineer. Construction Observer shall in general coordinate with Engineer and Contractor regarding Contractor's performance, and shall only deal with Sub-Contractors through or with full prior knowledge and approval of Contractor. Construction Observer in general shall only communicate with COMMISSION with prior knowledge of or at the direction of the Engineer. Construction Observer is an agent of the Engineer, and shall not be subject to instructions or direction from COMMISSION or Contractor.

(4) Review the progress schedule, schedule of Shop Drawing submittals, and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

(5) Attend meetings with Contractor, such as preconstruction meetings, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.

(6) When clarifications and interpretations of the Contract Documents are needed by the Contractor, a RFI (Request for Information) shall be submitted to the Engineer. The Engineer will provide clarification in a written response on the RFI document, and issue back to the Contractor.

(7) Consider and evaluate Contractor's suggestions for modifications in Drawings

and Specifications and report such suggestions along with Construction Observer's recommendations to Engineer. Transmit in writing to the Contractor the decision of the Engineer. Modifications to the documents shall also be approved by the COMMISSION.

(8) Conduct on-site observations of the Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

(9) Report to Engineer whenever Construction Observer believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that Construction Observer believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

(10) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

(11) Construction Observer shall prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer. Daily photographs of work progress will be taken.

(12) Construction Observer shall maintain records for use in preparing Project documentation.

(13) Construction Observer shall not:

- Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- Exceed limitations of Engineer's authority as set forth in this Agreement.
- Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - Accept shop drawing or sample submittals from anyone other than Contractor.
 - Authorize Owner to occupy the Project in whole or in part.
- d. Attend progress/coordination meetings with the COMMISSION/Contractor.
 - e. Set up, prepare for and attend utilities coordination meeting.
 - f. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the Engineer on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.
 - g. Maintain a set of working drawings and prepare and furnish record drawings.
 - h. When authorized by the COMMISSION, prepare change orders for changes in the work from that originally provided for in the construction contract documents.
 - i. Attend, along with the COMMISSION's representatives, a final inspection of the project, and prepare a deficiency list to be submitted to the contractor.
 - j. Prepare a final Reconciliation Change Order and final pay estimate.

10. Project Deliverables

- a. Copies of the Preliminary Plans, cost estimates and other supporting documents.
- b. One copy of applicable sheets of the Preliminary and Final Plans to each potentially affected utility company.
- c. Two copies of the Final Plans, Specifications, design report, cost estimates and other supporting documents.
- d. One copy of the revised Final Plans and Specifications (Bid Set), cost estimates and other supporting documents.
- e. Two full size and 2 half-size copies of the Construction Plans.

- f. One copy of the executed contract, and one copy of the construction specifications, including addenda.
- g. Three copies of the Final Plans and Specifications to the Contractor.
- h. Copies of the right of way plans, easements & acquisition documents, as needed.
- i. Two copies of the approved shop drawings and submittals from the Contractor.
- j. Two set of Record Drawings and a digital set of Record Drawings.
- k. Electronic files as requested.

11. General

- a. All construction shall follow the guidelines described in the RWU standard specifications.
- b. Record drawings shall be provided on computer disk in AutoCAD format in addition to the reproducible drawings.
- c. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.
- d. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER in accordance with the schedule in Attachment “B”.
- e. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

ATTACHMENT “B”
SCHEDULE
PROFESSIONAL SERVICES AGREEMENT
HIGHWAY 12 EAST WATER MAIN REPLACEMENT

The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the COMMISSION and will proceed as outlined in the professional services agreement and shown below:

<u>Category of Work</u>	<u>Calendar Days</u>
Initial Survey and Utilities Determination	60 days
Preliminary Design	90 days
Final Design / Agency Approval / Permitting	90 days
Easement Document Research and Preparation	45 days
Advertising / Bidding / Award / Execution of Contract	60 days
Construction	270 days

**ATTACHMENT “C”
ADDITIONAL SERVICES
PROFESSIONAL SERVICES AGREEMENT
HIGHWAY 12 EAST WATER MAIN REPLACEMENT**

In accordance with Article III, Additional Services under this AGREEMENT may include, but are not limited to the following:

- Services during out-of-town travel required of ENGINEER, other than visits to the site or COMMISSION’s office as required by the AGREEMENT, or off-site visits not required for the work as described in Attachment “A”.
- Providing materials testing and inspection services.
- Prepare to serve or serving as a consultant or witness for COMMISSION in any litigation or other legal or administrative proceeding involving the PROJECT, unless the litigation or other proceeding is one for which ENGINEER is required to indemnify COMMISSION under this AGREEMENT.
- Assisting in claims mitigation, claims management and claims adjudication.
- Providing additional or extended construction phase services made necessary by (a) work damaged by fire or other cause during construction, (b) a significant amount of defective or neglected work of any CONSTRUCTION CONTRACTOR(s), (c) acceleration of the progress schedule involving services beyond normal working hours, (d) default by any CONSTRUCTION CONTRACTOR(s), and (e) failure of the CONSTRUCTION CONTRACTOR(s) to complete the work within the construction contract time.
- Preparing applications and supporting documents in addition to those provided for in Attachment “A” for private or governmental grants, loans, or advances in connection with the PROJECT
- Providing services resulting from changes that are significant changes in the general scope, extent or character of the PROJECT or its design, including, but not limited to, changes in size, complexity, COMMISSION’s schedule, character of construction or method of financing.
- Revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.
- Providing services resulting from the award of additional prime contracts for construction of the PROJECT.
- Preparing additional bidding documents or contract documents for alternate bids or prices requested by COMMISSION for the construction of the PROJECT or a portion thereof.
- Providing assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.
- Providing construction surveys and staking to enable CONSTRUCTION CONTRACTOR(s) to perform its work other than that required by Attachment “A”.
- Providing assistance in resolving any Hazardous Environmental Condition in compliance with current laws and regulations.
- Providing re-design for the COMMISSION’s convenience or due to changed conditions after previous approval.
- Providing design of any utilities relocation other than specifically provided for Attachment “A”.
- Providing property record research, boundary surveys and establishment of property corners.
- Providing an environmental assessment.

ATTACHMENT “D”
COMPENSATION
PROFESSIONAL SERVICES AGREEMENT
HIGHWAY 12 WATER MAIN REPLACEMENT
(Schedule of Rates can be found on page 2 of Attachment “D”)

Underruns of billable time on one phase of work may be used to offset overruns in another phase provided that the total cumulative not-to-exceed amount is not exceeded.

- **Basic Services (Design / Field Survey / Permits / Bid / Award / Drawings of Record):** Compensation shall be based on hourly rates with a not-to-exceed amount provided. These billable amounts will be due and payable to ENGINEER in monthly installments as the design of the project progresses. **The not-to-exceed amount for this service shall not exceed \$235,800.**
- **Easement Preparation:** Compensation shall be based on hourly rates with a not-to-exceed amount provided. These billable amounts will be due and payable to the ENGINEER in monthly installments as easement document and research progresses. **The not-to-exceed amount for this service shall not exceed \$16,200.**
- **Construction Observation Services:** Compensation shall be based on hourly rates as listed on the Schedule of Rates.
- **Engineering During Construction:** Compensation shall be based on hourly rates as listed on the Schedule of Rates.
- **Additional Services:** Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by COMMISSION prior to rendering of same. COMMISSION shall pay ENGINEER for Additional Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER’s employees multiplied by ENGINEER’S Hourly Rates as shown on the following page, plus approved Reimbursable Expenses and ENGINEER’S Consultant charges, if any. For ENGINEER’S Consultant charges, the COMMISSION shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.

An allowance for Additional Services is established as part of this Agreement. The ENGINEER shall proceed with Additional Services only upon the written authorization of the COMMISSION that specifically states the scope of work to be accomplished and paid for under the additional services allowance.

SUB-TOTAL Additional Services Allowance \$ 5,000.

- COMMISSION shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the COMMISSION prior to the incurrence of such expenses. The estimated amount of

Reimbursable Expenses to be incurred in connection with Basic Services is:

SUB-TOTAL Reimbursable Expenses **\$ 5,000.**

- The maximum payment to the ENGINEER for Additional Services and Reimbursable Expenses under this Agreement shall not exceed \$ 10,000.
- ENGINEER shall submit invoices monthly for services rendered and expenses borne. For Additional Services, the invoice will be itemized by payment categories including hours worked for each class of ENGINEER's employees multiplied by the hourly rates as shown below. If requested, the invoices shall be accompanied by a copy of the timesheets for all ENGINEER's personnel working on the project.
- The Hourly Rates used as a basis for payment for Additional Services mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-project operating costs, and all general and administrative overhead costs, including but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles and equipment.

Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the PROJECT for printing and reproduction costs and ENGINEER's consultant charges. Any and all expenditures for reimbursable expenses must be approved by the COMMISSION prior to rendering or obtaining same. Overtime salary costs are not considered Reimbursable Expenses.

Schedule of Hourly Rates

<u>Classification</u>	<u>Rate / Hour</u>
Engineer (Principal)	\$250
Project Engineer	\$200
Surveyor (PLS)	\$175
Survey Crew (2-Person)	\$200
Survey Technician	\$125
CAD Technician	\$125
Construction Observer	\$160



Selection Process for RPCF Capacity Improvement Project

The selection committee for the Rogers Pollution Control Facility Capacity Improvement Project consisted of Brent Dobler, Brian Sartain, Todd Beaver, and David Staib.

Out of the annual qualification statements, four firms were invited to submit an amendment to their annual SOQ based on the conceptual plan for the project:

- Garver
- Freese & Nichols
- Allegeier, Martin & Assoc.
- Olsson

Upon independent evaluations of the submittals from these four firms by each of the selection committee members, each firm was rated based on:

- Company Information
- Key Personnel & Team Structure
- Project Approach & Schedule
- Creativity & Innovation
- Firm's Proximity and Familiarization with the Area

The following were the results of independent scoring:

1. Freese & Nichols:	94.25
2. Garver:	93.75
3. Allegier & Martin:	89.75
4. Olsson:	89.5

Staff recommends the selection of Freese & Nichols for the Rogers Pollution Control Facility Capacity Improvement Project, allowing staff to negotiate an Agreement for engineering services which will be brought to the Commission for consideration.



STATEMENT OF QUALIFICATIONS
ROGERS WATER UTILITIES
Rogers Pollution Control Facility Capacity
Improvement Project
August 19, 2022

August 19, 2022

Mr. Brian Sartain
Utility Engineer
Rogers Water Utilities
601 S. 2nd St.
Rogers, AR 72756

RE: Update to Annual Statement of Qualifications – Rogers Pollution Control Facility Improvements Project

Dear Mr. Sartain:

Freese and Nichols, Inc. (FNI) is delighted to submit our updated Statement of Qualifications for the Rogers Pollution Control Facility Improvements Project (RPCF). FNI's team has intimate knowledge of the RPCF improvements project and is looking forward to helping RWU staff optimize these improvements to achieve best value. We are confident that our team is the firm of choice for this assignment for the following reasons:

Commitment to Communication, Collaboration and Community with RWU: FNI's Project Manager, Jason Cocklin, is local to Rogers. Jason, and our entire team, is available and committed to a long-term and fruitful relationship with RWU and the surrounding region. The same collaboration and philosophy of service you experienced during the RPCF Master Plan project will continue to be one of the hallmarks of our team.

Recent, Relevant Technical Experience: Our team includes familiar faces with in-depth experience at RPCF, including Cullen Carlson and Nick Landes, and treatment specialists, like Jason Cocklin, Gennady Boksiner and Clay Herndon. Our specialists have recent, relevant experience in the exact unit process needs identified in the RFQ: Coarse Screens, Influent Pumping, Peak Flow Storage, Headworks, Filters and UV Disinfection. Our proposal details our collaborative approach to addressing these processes and showcases the exact experience and expertise needed to help you achieve project success.

Extension of RPCF Master Planning: We have worked closely with RWU staff to refine the wastewater master planning effort and RPCF renewal and rehabilitation plan. We see this project as a natural extension of those efforts. FNI's team is positioned to hit the ground running quickly and cost effectively.

Service Commitment: FNI is dedicated to RWU with the recent opening of our office in Rogers. We are focused on delivering quality service in every aspect of the project. Our commitment extends beyond the technical aspects of the project and encompasses our commitment to all project aspects, including support in all specialty needs of the project, including funding support. Our funding specialists have the expertise to serve you and help you develop a strategy to maximize your chances for relevant funding support.

We are excited about the opportunity to continue our relationship at the RPCF, and we are ready to dedicate significant resources to the success of this project and best interests of RWU.

Very truly yours,

Freese and Nichols, Inc.



Alan Hutson, PE, ENV SP
Vice President/Principal
405-252-5941
alan.hutson@freese.com



Jason Cocklin, PE, BCEE
Project Manager/Associate
479-434-1191
jason.cocklin@freese.com

TEAM INTRODUCTION

The Rogers Water Utility's (RWU) Team is familiar with the names and faces you'll see in this addendum to our annual SOQ which was submitted in late-2021. Our team is grateful for the opportunity to continue to serve and partner with RWU on planned capital improvements for the Rogers Pollution Control Facility (RPCF). We are confident in our team's understanding of your facilities, challenges, and needs; our team's ability to collaborate and respond to feedback from RWU; our team's expertise to execute these planned capital improvements; and our team's commitment to the success of this project, the RWU organization, and the Northwest Arkansas community (NWA).

We believe our team members are uniquely qualified to help you complete the recommended improvements at the RPCF. You will see that the project references we are providing don't simply highlight expertise across our firm, but they focus specifically on relevant projects completed by the same engineers you will have working for you. For example, the peak flow storage team proposed to work on your project, including Gennady Boksiner, has unparalleled peak flow storage project experience. Similarly, the coarse screen, lift station, headworks, tertiary filtration and UV disinfection teams have all completed recent and relevant design and construction projects in those treatment areas with glowing client references. For overall process optimization, and the secondary treatment improvements described in the Master Plan, you will have the continued partnership and support of Dr. Nick Landes.

Since we submitted our 2021 General SOQ, FNI has opened an office in Rogers, just minutes from RWU. To facilitate our involvement in the community, Jason Cocklin, a Registered Professional Engineer (pending AR license), Board Certified Environmental Engineer, will be working full-time out of our Rogers office starting in September. Jason is a skilled wastewater treatment project manager with experience designing and managing large public utility projects for water and wastewater treatment facilities. Jason will be spearheading FNI's partnerships, investments and initiatives in the region. He is passionate about people, communities, and building long-term mutually beneficial relationships. Jason has built a reputation for quality, responsiveness, service, and diligence according to his clients, and is looking forward to serving RWU.



As the Principal Design Engineer for this project, Jason exhibited his exceptional professionalism and outstanding technical competency. During the design phase, Jason and his team selected the most economical and applicable UV technology and equipment for the city through value-engineering assessment, numerous site visits and discussions with city staff and manufacturers. During the construction phase, Jason and his team participated in the construction management and facilitated the construction completion. Due to Jason and his team's diligence, the construction budget was well controlled with minimum change orders. I strongly recommend Mr. Jason Cocklin for any other municipal projects.

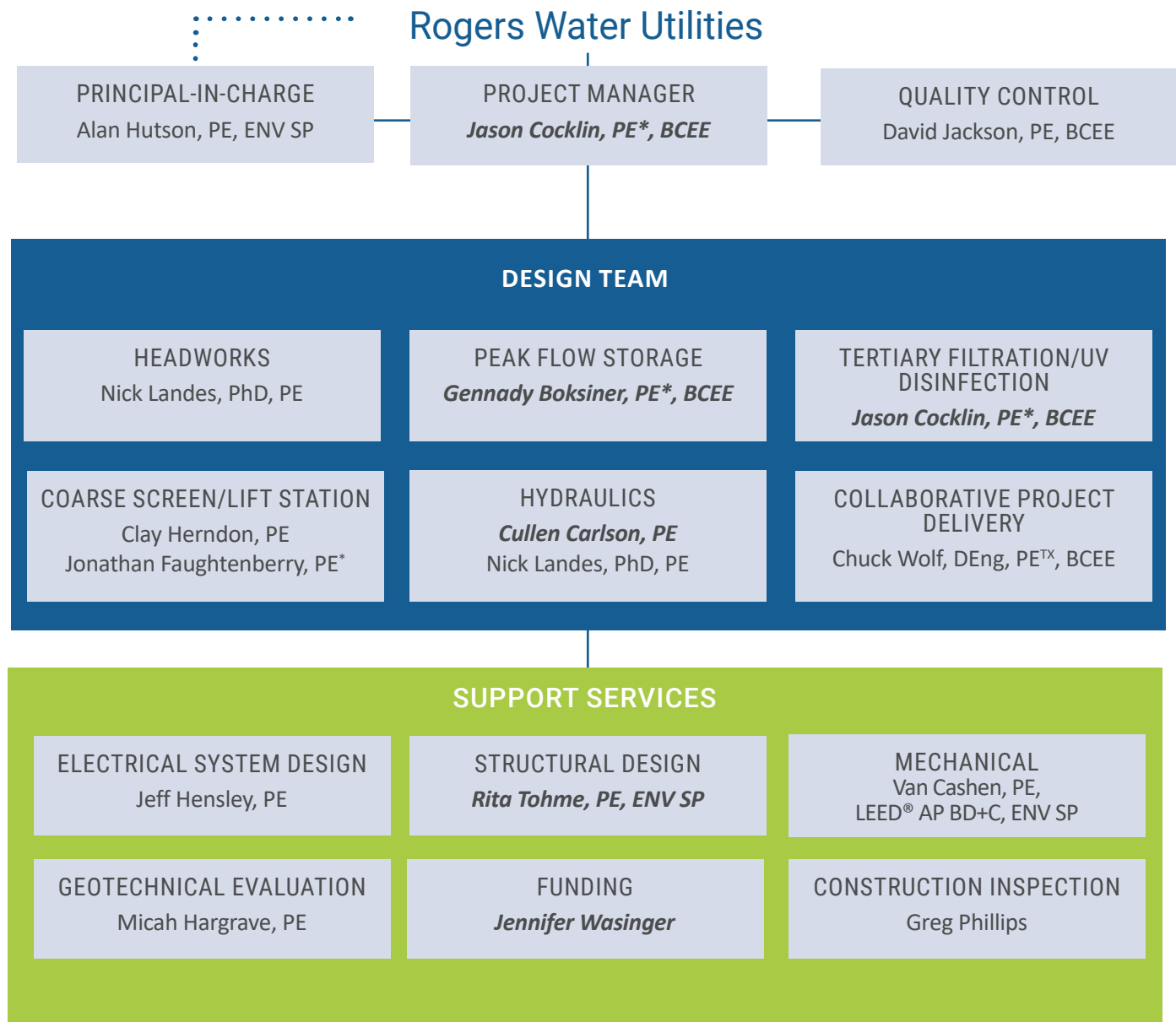
– Jiangang (Daniel) Deng, P.E, Assistant Director of Wastewater Treatment | City of Corpus Christi



FNI will bring both local leadership and national-level expertise to support this critical RWU initiative. Our objective will be to engage the right team members at the right times to deliver the quality we are known for while stewarding RWU's resources. We have the right teams to take ownership of each of the project tasks, and we have technical experts in each of the specific process areas planned to be addressed as part of this program. These teams and experts are collaborative, not siloed in design centers, and will be directly involved with RWU staff in the success of the project. This team shown on the organizational chart is the team you will be working with on the project. We will be accessible and responsive to RWU from start to finish.

KEY PERSONNEL AND TEAM STRUCTURE

ORGANIZATIONAL CHART



* Arkansas license application in process

Bold Italics indicates new team member with included resume (all others were included with the previous submittal)

PROJECT IMPLEMENTATION APPROACH

FNI's mission is delivering innovative approaches, practical results and outstanding service. Extending these principles to RPCF's planned capital improvements program, the FNI team will be focused on building a foundation for success with three project cornerstones:



Freeze and Nichols ... service by the numbers

1,000	Employees delivering best-practices support to our clients
535	Clients served by FNI last year
128	Years serving public water and wastewater service providers
65	Specialists across the U.S. focused on wastewater and water treatment
30	Offices across Texas, the Great Plains and Southeastern U.S., including Rogers, AR

Project success requires strong leadership and communication. Communication begins with listening. We listen to and communicate with our clients to implement their vision. Our team's approach to communication is consistent and personal. Phone calls, video conferences, emails, and monthly status reports will certainly be part of our communication protocol, but RWU can expect in-person meetings, site visits, workshops, and regular engagement from Jason and the FNI team. Jason is looking forward to the opportunity to work with Mr. Beaver and his team, which will also be a key element in the cornerstone of collaboration.

FNI's approach to projects is based on establishing an environment where our team will work as a hands-on extension of your staff and as a collaborator with contractors and consultants working with the RWU team. We embrace project goals and work to develop solutions and designs that meet these goals. Using the same collaborative philosophy as we did on the RPCF Master Plan, our team is committed to working together in partnership with RWU toward a successful project. Regular meetings are important for an effective and efficient venture, and FNI will add value through milestone and technology transfer workshops which will engage RWU's management, engineering and operations teams.

RWU is at the heart of a thriving and growing region. FNI is excited to be part of the Rogers story and to be building a team to live in, support and serve your community. Our commitment to this project extends far beyond the scope of work. We are committed to long-term and fruitful service to support the sustainable growth of RWU and the region. We have over a century of stories to tell about helping build communities, and we look forward to new chapters and positive impacts in Rogers while we help to improve quality of life and create more livable, enjoyable communities.

PROJECT TECHNICAL APPROACH

FNI understands that refining, designing and implementing the RPCF's program of improvements will be a demanding undertaking, requiring a comprehensive understanding of RWU's vision for success as well as the facility's infrastructure and operational challenges. Achieving that vision for success will require partnership with a collaborative team of experts in wastewater treatment processes, structural assessments and rehabilitation, electrical, instrumentation and controls, pumping systems and lift stations, construction sequencing, maintenance of plant operations, collaborative project delivery, funding, and quality management, among many other disciplines. FNI has assembled our team with a focus on continuity with your master planned objectives, expertise to deliver in all disciplinary aspects of the project, and familiar faces and local service in all project phases.

Rogers Pollution Control Facility Capacity Improvement Project

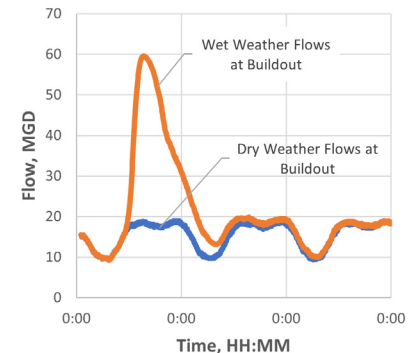
Below is our approach to refining, designing and implementing improvements at the RPCF.

STEP ONE – REFINING

The RPCF Master Plan laid out a conservative plan to address RWU's liquid treatment capacity needs. This approach was focused on the establishment of a properly conservative CIP. Now that RWU is preparing to move forward to implementation, it is important to dig deeper into the options available for RWU to meet the RPCF's facility needs. Our team's awareness of the RPCF coupled with our unique understanding of the collection system's impact on the RPCF will allow FNI to provide custom-fit refinements to the RPCF's CIP.

Refinement #1:

A sound basis of design must be established on good data. The Master Plan identified some discrepancies with influent flow metering that have major implications on the wet weather peaking factors and, as a result, control the overall CIP's cost. For example, during the Master Plan, our team conducted an evaluation of the process improvements required with a raw influent wet weather peaking factor of 6.15 versus 5, and identified \$47 million of construction cost savings with the lower peaking factor. We will work with RWU to rapidly establish a raw influent flow monitoring plan, whether through temporary or permanent means, to better inform future facility improvements. We will incorporate the updated flows into RWU's InfoWorks collection system model to develop new wet weather flow patterns that inform our design criteria and basin sizing. This task is critical to ensure that your facilities are right-sized before any major improvements are advanced.



Wet Weather Flow Graph

Refinement #2:

The Master Plan identified structural and electrical needs assessments that were beyond the Master Plan's scope. Both evaluations are necessary for the developing future improvements while maintaining the appropriate level of service of the existing facilities.

Several structures were identified that needed a full structural condition assessment to verify their integrity. Our team will focus this evaluation on key structures that were identified from the Master Plan's condition assessment. Additionally, our electrical engineering team, specializing in treatment plant systems, will complete an evaluation of the electrical capacity of the RPCF power infrastructure focusing on both current and future electrical loads.

Refinement #3:

The desktop hydraulic calculations completed during the RPCF Master Plan will be updated in two ways. First, a facility-wide survey will be conducted to prepare for the downstream design work, but also to collect critical elevations of hydraulic control elements that weren't known during the Master Plan. Second, the desktop hydraulic calculations will be upgraded to an advanced comprehensive hydraulic modeling software (Visual Hydraulics) to improve the accuracy and flexibility of our evaluation. This model will provide a framework for existing and proposed hydraulic conditions and optimization. As mentioned with Refinement #1, the impact of wet weather flows on this facility plan cannot be underemphasized. Planning ahead on hydraulics is essential when future improvements include peak flow storage, headworks, filtration, and UV disinfection. Our team will account for each phase in the hydraulic modeling approach to ensure that improvements today don't spoil (or limit) future possibilities.



Can the existing RPCF headworks be dedicated to wet weather screening?

Refinement #4:

Once informed from the previous three refinements, our team will be ready to coordinate with the RWU team to better form and shape the RPCF improvements. A series of workshops will be held to consider the best approach for project elements and phasing the work.

Some potential elements for discussion during the phasing workshop are:

1. How can the existing headworks facility be re-used rather than demolished? Can the existing headworks become dedicated to wet weather flows?
2. How can RWU leverage the twin 24-inch siphons to minimize the lift station's capacity requirements? How can the siphon inspection, maintenance, and metering be improved with the proposed capital projects?
3. What options are available to relieve the hydraulic bottlenecks for Treatment Trains 1 and 2?
4. What options are available to improve settleability (SVI) of the mixed liquor?



Recent site visit with City of Lubbock to evaluate mixed liquor settleability improvements technologies

During the evaluation of phasing alternatives, the RWU team will be an integral part of the decision-making process. Our experts in plant operations maintenance, construction sequencing and treatment processes will support and facilitate the discussion with RWU. We will seek to maximize the use of existing assets, minimize interruptions to operations, and add resiliency to the RPCF through the selection of an optimal phasing plan.

STEP TWO – PRELIMINARY AND DETAILED DESIGN

FNI will develop a preliminary design (15%) consistent with the design basis and selected phasing alternative. The preliminary design will incorporate the latest updates to process and hydraulic capacities and optimization, a refined site plan, survey and geotechnical data, and sufficient design detail to complete a Class 4 Opinion of Probable Cost (OPC) as defined by The Association for the Advancement of Cost Engineering.

The proof-of-concept for the RPCF improvements will also require collaboration between our engineers and the RPCF engineering and operations teams to address equipment selection and to identify a preferred project procurement method. Through the equipment selection process, FNI will facilitate a series of collaborative technology transfer workshops on specific elements of the project including pumping systems, screen configurations, tertiary filtration options and ultraviolet disinfection alternatives. We see each workshop as an opportunity for our team to listen to RWU and for us to better understand your teams' priorities and preferences. Our technology transfer workshops have been met with great acclaim by our clients' engineers and operators.



The Technology Transfer Workshop for the Lower Brushy Creek WWTP was a great benefit to the project. It was advantageous to have all the stakeholders be part of a single, well directed discussion. Attendees provided insightful input and decisions on project objectives were made more quickly than could have been accomplished over traditional communication means. As the City's representative, and the person responsible for the deliverable, I feel comfortable about the way decisions were made, and am confident that the project will be more successful due to the forum provided in the workshop.

– Matt Bushack, former City Engineer | City of Hutto



Each design element decision – from bar screens to filters to pumps – will be a partnership between our engineers and the RWU team. We have the understanding, expertise, and commitment to walk with RWU through the preliminary and final design processes and to deliver a design that is right for RWU.

Phase 1A – New Coarse Screens, Influent Lift Station, Peak Flow Storage

Coarse Screens and Influent Lift Station

Contingent on the selected phasing alternative, new coarse screens, a new lift station, and peak flow storage may be the major components of RPCF Phase 1A. We will work with RWU to begin shaping the design for the coarse screens and lift station by holding a detailed Technology Transfer Workshop with RWU on different coarse screen technologies and configurations including all major types suited for large wastewater applications. Some technologies to be considered include heavy duty Chain and Rake Screens (Vulcan, Headworks, Huber) and catenary screens like Duperon. We can involve operators from various facilities utilizing different technologies in the conversation to provide real-world experience and operator-to-operator engagement.

We will work closely with RWU engineering and operations staff to evaluate equipment selection options with a focus on screen channel depth, size and configuration (i.e. catenary screens like Duperon are not recommended for vertical or near-vertical applications and require more shallow angles of inclination than chain rake screens).

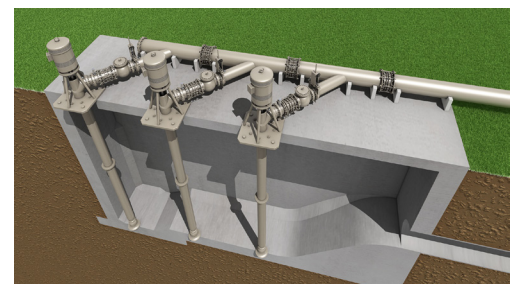
We will coordinate with operations to evaluate screen capture efficiency both in the screen itself and your options for screening handling and processing through conveyance (screw, conveyor, sluice, etc.) and wash press alternatives. For the Dallas Water Utilities Central Wastewater Treatment Plant, one of our largest designs for coarse screens, conveyance, and screening handling, we included numerous design elements focused on simplifying operations and maintenance of the system. For example, the screenings are conveyed to the washing press through a sluice trough so that no mechanical maintenance is required for a conveyor, and the screenings dumpsters were equipped with automated trolley systems which spread the clean, pressed screenings out evenly in the containers.

FNI can coordinate and facilitate site visits to installations with various equipment configurations for screens, conveyors, washing presses, and influent lift stations. Site visits add to the operator-to-operator engagement and present hands-on opportunities for RWU during the equipment selection process. Alternative configurations and layouts will be presented by FNI and refined by RWU especially for the identification of maintenance requirements, access, and RWU operational priorities.

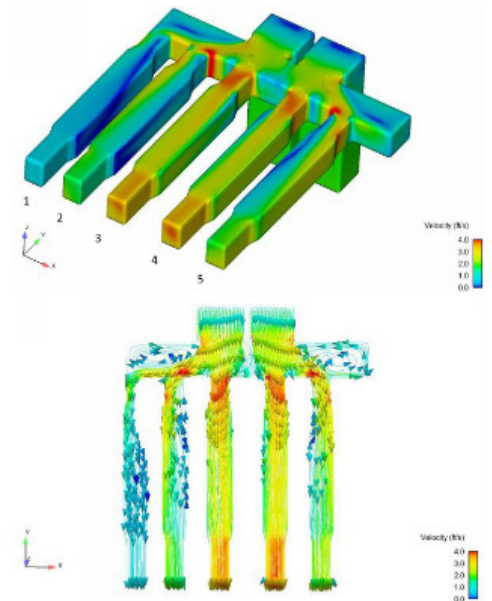
Our team can develop 3D designs for selected configurations to help visualize the improvements and assets before they are built. This process helps both our team and yours to identify and address conflicts and constraints and to enhance the operability of the facility. Operations considerations include details like access to motors, bearings, and lubrication points, cover plate materials, size and weight, and working space around all equipment for operators, ladders and tools.



DWU CWWTP Coarse Screens (designed by Jason Cocklin)



FNI has unique experience in compact, self-cleaning trench-type wet wells for raw wastewater



Example outfall from an FNI-developed CFD model for influent screening optimization (led by Nick Landes)

Rogers Pollution Control Facility Capacity Improvement Project

A thorough and accurate hydraulic model is an essential component of screens and lift station designs. It is critical to the performance of the system, and FNI will invest in modeling scenarios and computational fluid dynamics in the screen channels and wet well to optimize the design for flow splits, approach velocities and wet well configurations.

The preliminary design and detailed design of the influent pump station will follow our approach for screens. We will review best practices for configurations for influent lift stations in a focused Technology Transfer Workshop. The operations of the screens and the collection system will also inform the decision-making process. Our team's understanding of the collection system is an invaluable asset when developing a functional, effective and efficient design for the influent pump station.

The Technology Transfer Workshop will highlight types and considerations for pumps (vertical turbines, submersibles, dry-pit submersibles, etc.) and the advantages of a well-designed wet well when long-term operations and maintenance are considered. As a design engineer, Jason contributed to the design of a 450 MGD influent lift station and coarse screens up to 161 MGD each (2015 ACEC Silver Medal Project). Through our own experiences, projects and client relationships, we will work with RWU to provide as many operator-to-operator engagement opportunities as possible, and FNI will walk with RWU through the process and selection of equipment and influent lift station configuration.

FNI will develop the hydraulic modeling of the proposed lift station which will incorporate all upstream and downstream conditions for a complete understanding of the collection system impacts on the lift station and the lift station's operational impacts on the downstream processes.

A 3D design of the final influent lift station configuration will be developed for review and visualization by RWU, and a walk-through of the 3D model will present an opportunity for the RWU team to navigate the virtual pump station to provide feedback on operations, maintenance, and access to the facility and equipment.

At the completion of each design milestone, FNI will facilitate a workshop to review progress, design drawings and technical specifications, and 3D visualizations. We also see workshops as an opportunity to listen to RWU's feedback, priorities and preferences to refine the detailed design toward the next milestone.

Odor control will be an important topic to cover in the Technology Transfer Workshops and the preliminary design effort. A separate process for selection of odor control technologies can be provided, at RWU's direction.

Peak Flow Storage

Our strategy for peak flow storage at pollution control facilities is to right-size the improvements, typically in a modular fashion, to provide owners flexibility in their approach to operations and phasing improvements to meet current and future storage needs. FNI will prepare a detailed Technology Transfer Workshop to convey our experience in this area and to listen to RWU's feedback, priorities and preferences. We will highlight options for the peak flow systems including storage volumes, tank and basin configurations, hydraulic and pumping considerations, cleaning and minimizing nuisances for the operators and neighbors all with a focus on maximizing land use and maintaining cost control.

Influent flow data is critical to sizing the peak flow storage facilities. Our work on the RWU collection system model gives our team a unique perspective and understanding of the system, and additional flow data will help to calibrate and refine the peaking



450-MGD DWU Raw Wastewater Lift Station



FNI has experience with all types of wastewater pumping stations from conventional, submersible style stations to small footprint, self-cleaning, trench-type wet wells up to 450 MGD.



160-MG peak flow storage at TRA CRWS

Rogers Pollution Control Facility Capacity Improvement Project

factor required for the proposed peak flow storage system. Our team will continue to work with RWU to integrate collection system information into the design basis and approach for the RPCF improvements.

We understand the balance between expanding the process capacity of a treatment facility and designing peak flow storage to accommodate the circumstances where the influent flows exceed the process capacity. It is a balance of resources and budgets, process capacity and resilience, RWU risk tolerance and collection system dynamics. Our team will work closely with RWU to understand each variable and strike the right balance for the peak flow storage solution.

FNI's previous peak flow storage systems have focused on the overall strategy of getting the size right, and we have also considered the details that make the system more functional, efficient and easier to operate and maintain. These details include appropriate volume segments for sedimentation which allow for easier washdown and access for cleaning, integrating existing plant infrastructure into the peak flow management strategy (possibly the existing RPCF headworks, for example), and using innovative approaches to hydraulics to minimize pumping requirements for the systems. In collaboration with RWU, we will deliver a peak flow management system to match our company's mission ... **Innovative approaches...Practical results... Outstanding service.**

Other Phase 1A Improvements

As noted in the RPCF Facilities Master Plan, FNI also strongly recommends secondary treatment settle-ability improvements as part of Phase 1A. Our treatment process experts can work with your team to optimize the secondary process and reduce the sludge volume index (SVI) which can result in an increase in secondary treatment and wet weather capacity.

Phase 1B – Headworks, Pump Station, Filters, UV Disinfection

Phase 1B planning and preliminary design will be continually refined throughout the project and through the implementation of Phase 1A improvements. During the Phase 1A design, FNI will work with RWU to intentionally consider Phase 1B and future improvements which can make construction sequencing, maintenance of plant operations, and construction durations much more favorable when it's time to build Phase 1B.

The approach for Phase 1B improvements will closely follow the process described in the previous section. SOQ page limits won't allow for as much detail here, but our understanding of Phase 1B improvements, expertise to execute those improvements and commitment to collaborate with RWU on the right solutions will remain unchanged.

Headworks

Wise choices and investments in a new headworks can significantly increase the resiliency and reliability of your downstream processes and assets. A new headworks for the RPCF will include fine screens and grit removal processes which protect the rest of the plant.

The hydraulic modeling we will complete during the preliminary design phase will help to determine whether the existing headworks can be used to handle wet weather flows



180-MG DWU peak flow storage renovation



21-MG covered storage concept for TRA ROCRWS (in construction now)



3D Design of College Station's new headworks facility



Corpus Christi Whitecap WWTP Disk Filters (designed by Jason Cocklin)

Rogers Pollution Control Facility Capacity Improvement Project

before they are diverted to the proposed peak flow storage. If this is a feasible approach, the new headworks may be sized to maximize the use of existing RPCF assets and save significant capital in the process. We will make sure the new headworks is designed and built with growth in mind, as well as a firm capacity expandable to handle future buildout flows.

Technology Transfer Workshops will be held with the RWU team to focus on fine screen and grit removal systems, including ancillary equipment like conveyors, screen wash presses, grit washers, and grit classifiers. Our team has designed dozens of new wastewater headworks in many different configurations and equipment types. We look forward to sharing our experiences and providing operator-to-operator engagement through site visits and workshops.

Filters and UV Disinfection

FNI has built a reputation for reliable and efficient designs of tertiary filtration and ultraviolet (UV) disinfection systems. We help operators and owners sleep at night by making sure these two processes are designed to be robust and ultimately protective of public health, the environment, and the distinct discharge permit limits associated with each facility and in each season. FNI has addressed complex UV transmissivity issues in filtrate, challenging permit limits for a variety of receiving water bodies, and we will work with RWU to develop and design the right systems for the RPCF. FNI doesn't use cookie cutters.

The Technology Transfer Workshops for these processes will focus on how existing infrastructure may be repurposed for the new processes to save on capital investments. We will walk the RWU team through options for filters (discs, diamonds, etc.) and UV systems, as well as conversations focused on post aeration and effluent metering. Alternatives will include an assessment of capital and life-cycle costs to provide RWU the opportunity to make the most informed decisions. As always, we see these workshops as opportunities to listen to your leadership, engineering, and operations teams.

From the head of the plant to the outfall, FNI will maintain a keen focus on collaboration with the RWU team to deliver a project that meets your team's vision for success.

QUALITY MANAGEMENT

We are committed to verifying quality at every milestone through reviews of each technical element of the project by experience personnel within the firm, who are not assigned to the project. Our internal QA/QC program, led by David Jackson, PE, BCEE, is rooted in a system of formal processes, meticulous analysis and design, and construction excellence to help produce quality deliverables and service for RWU. More detailed information regarding our Quality Management process was provided in our previous SOQ.

WE KNOW FUNDING

The FNI team has a long history of working with grants and loans and has secured more than \$2.6 billion in funding for client projects over the last 30 years. The most significant federal investment in decades for municipal infrastructure projects, however, is occurring TODAY with federal funding coming through the American Rescue Plan Act (ARPA) and the Infrastructure Investment and Jobs Act (IIJA).

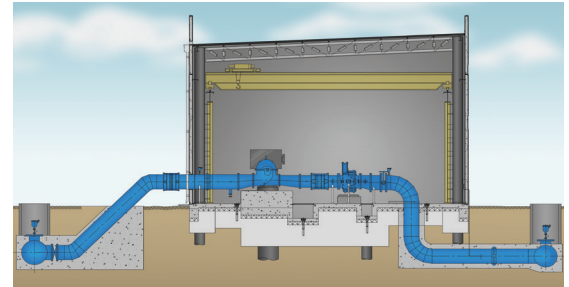
FNI is currently assisting clients across the United States with access, implementation, and compliance with State and Municipal ARPA allocations. Our team of funding experts are well versed with federal strings attached to these federal funds. The IIJA by itself is providing a \$55 billion investment into water infrastructure projects. Much of these funds are coming through existing programs such as the Clean Water State Revolving Fund (SRF). Our funding expert, Jennifer Wasinger, is a former SRF Program Manager. She understands the program nuances and is able to work with RWU, your financial advisors, and our engineering team to assist RWU maximize the increased funding resources available over the next five years.

CREATIVITY & INNOVATION

Creativity and innovation are the essence of the FNI culture. From tuition assistance to research funding, we've structured our company to inspire creativity and innovation every day. The results are solutions for our clients that span disciplines and geography. For 128 years, FNI has provided innovative solutions to challenging projects by combining the skills of experienced engineers, designers and architects. Our coordinated and streamlined approach creates effective solutions that bring concepts to reality.

CADD SYSTEM CAPABILITIES

Our personnel use workstations with a variety of software packages, including the latest versions of ESRI® ArcGIS, ArcInfo and ArcView, Bentley® MicroStation V8, Bentley® GEOPAK, Bentley® Culvertmaster, Bentley® Flowmaster, Bentley® StormCAD and Bentley® WaterCAD, Autodesk® AutoCAD, AutoCAD Civil 3D, Revit, Navisworks, InfraWorks 360, and Autodesk® 3D Max, Microsoft® Office Professional (Microsoft® Access, Excel, PowerPoint, and Word) plus Microsoft® Project and Microsoft® Visio and various other engineering tools and specifications programs.



FNI's CADD capabilities allowed North Texas Municipal Water District staff to better understand operations of their proposed horizontal pumps.

BUILDING INFORMATION MODELING (BIM)

FNI's design processes can fully incorporate BIM software, including REVIT. FNI has been an early proponent of BIM, and FNI and our team of consultants regularly use REVIT for design and documentation.

BIM is a data-centric design process that can create a dynamic link between the three elements of any project: designers, contractors and owners. Our design team of architects, interior designers and engineers create a 3D model of the project that includes data on every element of the design, from the construction of the architectural and engineering elements, to the size of the duct work, to the illumination levels of the light fixtures.

This data can then be easily transferred to a variety of analysis programs, including structural analysis, sustainability analysis, lighting and daylighting analysis, cost estimating and air-balancing software. FNI's protocol requires that all building components greater than two inches in diameter, such as piping and conduit, be modeled in 3D.

At the beginning of each project, FNI prepares room data sheets for each space in the facility. These sheets describe all components and characteristics of the rooms and form the basis of the 3D REVIT model, which will be used by all team members. REVIT's 3D model is developed during the schematic design phase, which requires early input, coordination, decision-making and buy-in from all team members. During weekly design team meetings with all consultants, the model is reviewed for design updates and tested in real time for conflicts and determining immediate resolutions. With REVIT and the BIM design process, critical decision making occurs earlier in the design process, saving time and money.



FNI regularly uses BIM modeling to show clients how infrastructure will look and operate. Above, an example of BIM modeling developed for North Texas Municipal Water District's North Texas Municipal Lake pump station.

APPENDIX: PROJECT SHEETS WITH REFERENCES AND RESUMES (NOT INCLUDED IN PAGE COUNT)

RELEVANT PROJECT EXPERIENCE

Wastewater Treatment Plant, Master Plan and Reuse Evaluations and Designs | City of Cleburne

FNI has successfully expanded plants and helped several cities gain capacity while controlling costs. An excellent example of this is City of Cleburne's WWTP plant. FNI has led multiple expansions of the City's wastewater plant and assisted them with a comprehensive evaluation of their wastewater treatment and collection system; the interaction of that system with water supply diversity using Indirect Potable Reuse (IPR) to augment local surface water supplies, and Direct Reuse (DR) to supply local industries with fit for purpose water; and the expansion of their wastewater treatment plant to increase process capacity and provide high-quality IPR water to the City's water supply reservoir. Most recently, FNI is assisting the City with their Phase 3 expansion from 7.5 MGD to 10.5 MGD. This project includes a new coarse screening facilities, expansions to the existing lift stations, and a new Train 3 treatment train including an AO2 activated sludge biological nutrient removal process, new final clarifiers, disk filters and UV disinfection. Train 3 is designed to produce a very high-quality effluent, suitable for indirect potable reuse and discharge to the City's Lake Pat Cleburne for water supply augmentation.



Location

Cleburne, Texas

Dates

Master Plan: 1993 – 1994,
2015 – 2017

Initial Expansion Design/
Construction: 1994 – 1997

Second Expansion Design/
Construction: 2001 – 2004

Reference

Jeremy Hutt, PE, CFM
Public Works Director
817-645-0946
jeremy.hutt@cleburne.net

Lick Creek Water Resource Recovery Facility Capacity Expansion | City of College Station

FNI led the expansion of the Lick Creek Water Resource Recovery Facility from annual average daily flow capacity of 2 MGD up to a new 5 MGD rated capacity with a 2-hour peak flow capacity of 15 MGD. The project included pre-design, design, construction, startup and permitting services. Major design elements included a new influent coarse screen structure, influent pump station expansion, new headworks with fine screens and vortex grit removal, new fine-bubble aeration basins with anoxic and aerobic zones designed for future biological phosphorus removal, rehabilitation of blower building with new turbo blowers, new secondary clarifiers, new RAS/WAS pump station, new effluent filters, UV disinfection replacement, centrifuge replacement and various mechanical, hydraulic and pumping system improvements.



Location

College Station, Texas

Dates

Pre-Design/Design/Bid Phase:
March 2017 – October 2018

Construction: April 2019 –
October 2022 (projected)

Reference

Stephen Maldonado Jr, PE
Assistant Director of Technical
and Support Services
979-764-5011
samaldonado@cstx.gov

Wastewater Treatment Plant and Lift Station Expansion | City of Owasso

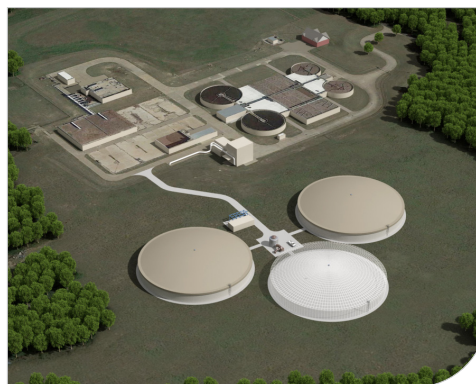
City of Owasso Wastewater Treatment Plant and Main Plant Lift Station needed an upgrade to meet the growing demand of its users. This project included the design of upgrades to the City of Owasso Wastewater Treatment Plant to expand the plant capacity from 4.2 MGD to 7.5 MGD, expandable to have an ultimate capacity of 15 MGD. As a subconsultant, FNI was responsible for the design of the influent lift station and headworks facilities, overall structural design, and provided process support and overall Quality Control Review.



The existing lift station was constructed in 1998 and consists of a concrete wet well and a steel dry well that houses three pumps. The dry well was beginning to rust and show visible signs of deterioration on the walls and floor. Additionally, the pumps had become inefficient due to age. All influent flow was pumped to the wastewater treatment plant by the main plant pump station. The existing influent lift station wet well was rehabilitated and re-purposed as a junction box and bypass pumping point ahead of the new influent lift station to help keep the plant running during construction, while minimizing the need and cost for bypass pumping.

Red Oak Creek Regional Wastewater System Peak Flow Construction | Trinity River Authority

The ROCRWS Treatment Plant has an existing capacity capable of handling an annual average daily flow of 6 MGD and a permitted peak 2-hour flow of 15 MGD. TRA is currently experiencing an instantaneous influent peak flow rate into the ROCRWS facility of 18 MGD. To accommodate the excess peak flow and delay the ROCRWS facility expansion, a peak flow storage system was evaluated and designed by FNI and is being constructed as part of this project to store



additional flows in excess of the permitted limit. System components include a new influent peak flow pump station, 7.0 MG pre-stressed concrete storage tank with odor control and automatic wash down system, miscellaneous yard piping, grading and site civil improvements. The project also involves flood improvements at the ROCRWS facility which include new flood berm, storm water pond and storm water pump station. During the evaluation phase, FNI analyzed more than five years of flow data to develop correct peak flow storage and support facilities sizing. Additionally, the team evaluated in-ground storage versus the above-ground tanks, on a topographically and geologically-challenging site.

Location

Owasso, Oklahoma

Dates

2017 – Ongoing

Reference

Roger Stevens
Public Works Director
918-272-4959
rstevens@cityofowasso.com

Location

Waxahachie, Texas

Dates

Pre-Design/Design/Bid Phase:
March 2018 – August 2021

Construction: December 2021
– December 2024 (projected)

Reference

Kelly Davis, PE
Assistant Manager, Engineering
Services, PDCA
817-493-5197
davisk@trinityra.org

Port Arthur WWTP Improvements | City of Port Arthur

Like many cities, the City of Port Arthur was challenged with combating aging infrastructure at their oldest wastewater treatment facility, the 9.2-MGD Main Wastewater Treatment Plant (WWTP), while trying to find economical solutions that could maximize the value of their capital investments. FNI led the evaluation and design of major improvements that initially focused on the alternatives for replacement of the facility with an entirely new WWTP. Our services included preliminary engineering, environmental impact assessments, Texas Pollutant Discharge Elimination System (TPDES) permitting, Texas Water Development Board (TWDB) funding assistance, pilot testing, final design and bid phase services.



Location

Port Arthur, Texas

Dates

2019 – 2020

Reference

Calvin Matthews, PE
Director of Utility Operations
409-983-8180
calvin.matthews@portarthurtx.gov

While FNI recognized that the City's desire for a new plant might have many benefits, we advised that reconstruction of the existing plant could be a viable and economical option. During the evaluation phase, FNI compared alternatives for building a new WWTP at a new site versus reconstruction of the existing WWTP. We conducted a condition assessment of the existing Main WWTP and off-site influent lift station to determine the rehabilitation necessary to provide long-term continued use of the existing facilities. Our assessment indicated that a significant number of the treatment units had exceeded their life expectancy and required replacement; however, some units, such as the trickling filters, aeration basins, aerobic digesters and chlorine contact basins, still had useful life remaining and could continue to be used long-term with reconstruction. Although reconstruction was not the alternative initially favored by the City, the resultant evaluation and cost savings associated with rehabilitation were very convincing. Based on the evaluation and resultant cost savings of more than \$20 million associated with reusing the existing infrastructure, the City selected the reconstruction alternative.

The reconstruction design included a new headworks facility, new primary clarifiers, rehabilitation and conversion of the trickling filters to single-stage service, rehabilitation of plant pumping systems, a new intermediate lift station, secondary clarifier rehab, disinfection system rehab, a new effluent pump station, new peak flow cloth disk filtration and rehabilitation of the existing solids handling facilities, including aerobic digesters and screw press dewatering systems. The total estimated construction cost for the plant reconstruction was \$60.5 million versus an estimated cost of \$83 million for a new facility, a \$23 million cost savings.

A major innovation on the project included the use of an innovative cloth media filtration system designed for peak flow treatment and wet weather blending. This unique pilot study and design explored the use of cloth media filters in multiple treatment configurations including primary, secondary, tertiary and wet weather applications. The pilot testing results clearly indicated that the cloth media filtration system was a viable technology, allowing for replacement of the City's existing peak wet weather treatment system that had experienced a structural failure. The wet weather filtration system reduces peak flows on the secondary activated sludge plant, thus reducing the size of these treatment processes. This approach saved up to an additional \$20 million in aeration and secondary treatment expansion that would otherwise have been required for traditional treatment.

Whitecap WWTP Upgrades | City of Corpus Christi

When effluent quality requirements specifically related to indicator bacteria in discharges to saltwater were updated, the Whitecap Wastewater Treatment Plant was challenged to meet the regulations. At the City's request, FNI performed a detailed evaluation of the treatment processes at Whitecap to identify specific challenges within the plant's existing infrastructure, as well as its water quality characteristics.



Location

City of Corpus Christi, Texas

Dates

2012-2018

Reference

Jiangang (Daniel) Deng, PhD, PE
Assistant Director of
Wastewater Treatment
361-826-1805
jiangangd@cctexas.com

FNI was tasked by the City of Corpus Christi to accomplish the following objectives regarding the Whitecap WWTP:

- Perform a condition assessment in order to develop a list of recommended improvements
- Develop AACE Class 4 cost estimates for improvements
- Visit with plant staff to understand their individual roles, their work hours and their daily/weekly tasks and improvements that could be made for more efficient use of their time
- Look for operational efficiencies to improve effluent quality that would help with permit issues. Permitting services and Texas Commission on Environmental Quality (TCEQ) coordination was also performed by FNI.

After performing a detailed condition assessment, FNI advised the City on its highest-risk improvements, which included main electrical system, odor control system, influent lift station, aeration basins, bar screen building, secondary clarifying and UV disinfection basin.

The FNI team provided design, bid and construction phase services for the addition of new tertiary filtration, contemporary flow-paced UV disinfection system, effluent re-lift pump station and plant electrical, instrumentation and controls. The increased resiliency of the process has contributed to improved effluent water quality and operations efficiencies.

The design of the treatment works for this plant required hydraulic modeling, process design, detailed sequencing and plans for maintenance of plant operations and consideration of coastal conditions.



DWU WWTP Improvements | Dallas Water Utilities

FNI provided an investigation/study, conducted preliminary design and final design, and facilitated construction phase services for the new \$50.5-million Influent Pump Station (IPS) to serve the City of Dallas' Central Wastewater Treatment Plant (CWWTP) by enhancing influent flow and peak wet weather flow management.

At Dallas Water Utility's (DWU's) CWWTP site, there are two plants that run almost independently of each other. Prior to this improvement project, plant treatment processes were fed from two different directions.



The single main line that fed both processes was constructed in the 1940s and was in poor condition. Additionally, the pump station that put enough pressure in the line was located several miles away in downtown Dallas. Instead of trying to rehabilitate the aging pump station, DWU decided to build a new one that enhanced flows going to one treatment train, which allows for options and flexibility in the future.

DWU contracted FNI to conduct an investigation/study, evaluation, preliminary design, final design, construction-phase and facility startup services for a new \$49 million, 425-MGD raw wastewater pump station at DWU's 150-MGD CWWTP. The goals of the new influent pump station (IPS) were to replace the Cadiz Street Pump Station (Cadiz PS), supplement the pumping capacity from the peak flow pump stations, and provide long-term influent pumping to supplement the White Rock Pump Station (WRPS). This served to provide operational flexibility for transfer of flows internally to fully maximize utilization of the treatment plant capacity. CWWTP received flow from six gravity interceptors and two force mains. Two influent pump stations, Cadiz PS and White Rock WRPS, and two peak flow pump stations, South Dallas Peak Flow Pump Station (SDPFPS) and White Rock Peak Flow Pump Station (WRPFPS), route flows throughout the CWWTP.

Phase I (Investigation/Study and Design Report Phase)

The study phase included a detailed analysis of major equipment, site analysis and hydraulic evaluation. FNI's recommended approach to DWU was to design a new pump station, utilizing vertical turbine solids handling (VTSH) pumps.

Phase II (Construction Plans and Specifications, Advertisement and Bid-Phase Services)

With the WRPFPS providing a minimum pumping capacity of 27 MGD, it was necessary for the new IPS to pump a minimum of 20 MGD during low-flow conditions to meet the initial minimum hourly flow projection of 47 MGD. IPS was also designed to provide a base load of approximately 55 MGD to the Dallas Plant Headworks for trickling filter operations. FNI also considered future IPS capacity expansion through addition of pumping equipment to accommodate discharge of flows to future treatment processes/units at an increased hydraulic head.

VTSH pumps were selected to be used at the IPS during Phase I of the project. Based on the size of the pumps required coupled with the type of pump selected, they were sole sourced.

As part of the design, FNI included a new junction structure that was constructed over the 84-inch Horseshoe pipeline and connects with another 84-inch pipeline. This junction structure allowed DWU the flexibility to isolate flows to either IPS or WRPS and have the capabilities to allow the two pump stations to work together. FNI included provisions for future connection to accommodate replacement of the 84-inch Horseshoe line. Design of this structure impacted an adjacent USACE levee and coordination with this regulatory agency along with a specialized design was required.

Location

Dallas, Texas

Dates

Pre-Design/Design/Bid Phase:
August 2013 – September 2015

Construction: December 2015
– October 2018

Reference

Regina Stencel, PE
Assistant Director – Water
Delivery
214-671-9184
regina.stencel@dallas.gov

Rogers Pollution Control Facility Capacity Improvement Project

FNI also designed odor abatement facilities in the form of a new biofilter complex that included three 36,000-cfm in-ground biofilter facilities.

As part of the electrical scope of services, design also included an electrical building that houses the Variable Frequency Drives (VFD) for the 800-hp and 1,000-hp VTSH pumps. FNI performed an evaluation and made recommendations for providing emergency power as back-up and interruptible power management utilizing 2-MW portable generators to be provided by DWU. In addition, a vibration monitoring system was installed for monitoring and trending information on each pump.

FNI also provided support services for architectural design that included the coarse screening facility and electrical building, a reinforced concrete structure with split face block and brick accents for the IPS, glass block windows and skylights, one exterior and interior stairwell.

Phase III (Services During Construction)

Construction included a junction structure and influent piping, a coarse screening facility, the influent pump station, discharge piping, a biofilter, an electrical building/transformer pad, modifications to the recycled pump station and blower modifications. Tasks in support of the construction of the IPS include constructability reviews, development of construction sequencing plans for operations and bid phase, geotechnical engineering, topographical and field survey, and existing yard piping subsurface utility investigations.

Phase IV (Startup and Operations Assistance)

FNI also provided startup and operations assistance to DWU that included preparing an Operations and Maintenance Manual for the project, participating in end-of-warranty period inspections, providing a written startup and operation procedure, provide control software programming for the project components, and assisting in the execution of the startup procedure.

At the time of its construction, the IPS was estimated to be the largest installation in the US of this type by capacity and depth, with additional pump slots planned to be added for a total of eight pumps at the build-out. Stage 1 construction also included a Coarse Screening Facility with three 161-MGD coarse screens. The goals of this project were to serve the City of Dallas' CWWTP by enhancing influent flow and peak wet weather flow management.

This project won a Silver Medal in the Water and Wastewater category in the 2015 Engineering Excellence Awards from the American Council of Engineering Companies of Texas.



RESUMES OF KEY STAFF NOT IN 2021 SOQ



Jason Cocklin, PE^{TX}, BCEE | Project Manager; Tertiary Filtration and UV Disinfection

Jason Cocklin is an FNI Associate and Project Manager in FNI's Water/Wastewater Treatment Group, specializing in treatment plant and process design, construction phase services and facility planning. Jason's experience with water and wastewater treatment facilities includes primary, secondary and tertiary process design, capacity analysis, hydraulic modeling, disinfection, disinfection byproducts removal and on-site construction oversight.

Experience

13 years

Education

MEng, Civil/
Environmental
Engineering, Texas A&M
University

BS, Civil Engineering,
Texas A&M University

Registration

Professional Engineer,
Texas #112750

Professional Engineer,
Arkansas – Application
Pending

Board Certified
Environmental Engineer
#19-10008

Relevant Project Experience

Whitecap Wastewater Treatment Plant UV Disinfection System Upgrade | City of Corpus Christi, TX | Project Manager | FNI designed a new battery of cloth disk filters, a new UV disinfection system and a lift pump station for the City's Whitecap WWTP. The design of the treatment works for this plant required hydraulic modeling, process design and the consideration of coastal conditions. Permitting services and TCEQ coordination were also performed by the FNI team.

BPUP South Wastewater Treatment Plant Improvements | Brownsville Public Utilities Board, TX | Project Manager | FNI provided engineering and design services for various improvements to BPUB's South Wastewater Treatment Plant. FNI delivered a final design, approved for construction, for a major headworks overhaul including new grit removal equipment, grit pumps, grit piping, grit washers and classifiers, and all the associated electrical, instrumentation and controls systems.

Dallas Water Utilities Central Wastewater Treatment Plant Improvements | Dallas Water Utilities, TX | Project Engineer | FNI provided the evaluation, preliminary design, design and construction services for a \$49 million, 425-MGD raw wastewater pump station at the City of Dallas Water Utilities' 150-MGD Central WWTP. The IPS will be the largest installation in the U.S. of this type. Additional pump slots will be added for a total of eight pumps at build-out. Stage 1 construction also includes a Coarse Screening Facility with three 161-MGD coarse screens.

Sims Bayou South Wastewater Treatment Plant Rehabilitation | City of Houston, TX | Project Engineer | FNI provided an evaluation, design and construction phase services of \$6.7 million in improvements to the 36-MGD plant's headworks to improve the overall operation of the mechanical bar screens and grit-removal system. FNI also developed processes and procedures for dewatering of the headworks to isolate areas during construction.

Kerrville Wastewater Treatment Plant Improvements | City of Kerrville, TX | Project Manager | FNI provided the design, bid and construction phase services for a new final clarifier and replacement of complete electrical distribution and control system for the wastewater treatment plant. These facilities were identified in the risk-based CIP as the highest risk for the plant to meet its treatment objectives. FNI also designed an oxidation ditch rehabilitation, during which dredging activities were specified and coordinated so that the oxidation ditch would remain in service.



Gennady Boksiner, PE^{TX}, BCEE | Peak Flow Storage

Gennady Boksiner is FNI's technical specialist for wastewater treatment plant hydraulic design and renovations, providing plant owners with an accurate portrayal of design alternatives and how they affect capacity, compliance, operations and maintenance. A Vice President/Principal, he is the firm's Lead Technical Professional for water/wastewater treatment, focusing on plant planning, design and rehabilitation and construction phase services, peak flow storage systems design and related lift station and collection system design.

Experience

22 years

Education

MEng, Civil Engineering,
University of Texas at
Arlington

BS, Civil Engineering,
University of Texas at
Arlington

Registration

Professional Engineer,
Texas #94928

Professional Engineer,
Arkansas – Application
Pending

Board Certified
Environmental Engineer
#12-10011

Relevant Project Experience

Central Wastewater Treatment Plant Peak Flow Basins Rehabilitation | City of Dallas, TX | Project Manager

FNI completed the analysis and made design recommendations to rehabilitate the four existing Central Wastewater Treatment Plant peak flow storage basins, totaling 185 MG, and related structures. Project focus was to meet four goals for the project; 1) extending service life, 2) increasing operational flexibility, 3) accommodating projected increases in wet weather flows, and 4) improve plant's compliance with various regulations. Gennady led the preliminary and final design, as well as construction phase services which included geotechnical, structural and mechanical improvements. Coordinated with Texas Commission on Environmental Quality and U.S. Army Corps of Engineers. Also managed condition assessment of existing basins.

Lick Creek Water Resource Recovery Facility Capacity Expansion | City of College Station, TX | Project Manager

FNI provided pre-design, design, construction, permitting and startup services for the expansion of the Lick Creek Water Resource Recovery Facility from a 2-MGD average daily flow up to a new 5-MGD rated capacity (15-MGD peak). Major design elements, led by Gennady included a new influent coarse screen structure, influent pump station expansion, new headworks with fine screens and vortex grit removal, new fine-bubble aeration basins with anoxic and aerobic zones designed for future biological phosphorus removal, new secondary clarifiers with return activated sludge/waste activated sludge pumping, new effluent filters, UV disinfection equipment and a centrifuge replacement.

ROCRWS Peak Flow Storage and Flood Protection Improvements | Trinity River Authority, TX | Project Manager

FNI provided preliminary design, final design, and construction phase services for a peak flow storage system as part of this project to store additional flows in excess of the permitted limit. System components included new influent peak flow pump station, prestressed concrete storage tank with odor control and wash down system, miscellaneous yard piping, grading and site civil improvements. The project also involved flood improvements at the ROCRWS facility which included new flood berm, storm water pond and storm water pump station. Gennady led his multidisciplinary team through evaluation, preliminary and final design. He was responsible for determining system sizing, evaluating hydraulics and comparing options. As a designer, Gennady is responsible for the general, civil and mechanical components of the project.

Mountain Creek Regional Wastewater System Plant Expansion and Peak Flow Storage | Trinity River Authority, | Project Manager

FNI provided preliminary design, final design and construction phase services for the addition of a 7-MG, in-ground, concrete-lined peak flow storage basin and associated pumping and piping facilities. Gennady served as FNI's Project Manager and Design Lead for the storage system and hydraulics. He oversaw FNI's geotechnical design and led civil and mechanical aspects of the project. He is currently serving as FNI's Project Manager during the construction.



Cullen Carlson, PE | Hydraulics

Cullen Carlson is a Project Engineer in FNI's Water/Wastewater Master Planning Group, who specializes in water and wastewater hydraulic modeling and GIS integration for master planning, Capital Improvement Plan (CIP) development, and impact fee analysis. Cullen has worked on a number of wastewater modeling projects and has a strong working knowledge of the existing wastewater system operations for large cities throughout Texas, including Houston, San Antonio, Fort Worth, Arlington and Irving. He is considered an industry leader in the use of wastewater modeling packages, including SewerGEMS, InfoWorks CS and InfoWorksICM. Cullen is also an active member of the American Water Works Association and Water Environment Association of Texas.

Experience

15 years

Education

BS, Civil Engineering,
University of Texas at
Austin

Registration

Professional Engineer,
Arkansas #19274

Relevant Project Experience

Wastewater Collection System Master Plan | Rogers Water Utilities | Project Manager | FNI developed a comprehensive wastewater collection system and pollution control facility master plan that identified hydraulic capacity and process capacity restriction, and included evaluating rehabilitation and replacement options to develop a prioritized Capital Improvement Plan.

Central Basin Planning Hydraulic Model Update | San Antonio Water System, TX | Project Team | FNI provided basin-wide planning, alternative analyses, preliminary design development for condition and capacity constraints, and remedial measure development for 28 constraint areas and more than 164 miles of small- and large-diameter wastewater pipeline in poor condition to support SAWS in complying with its 2013 Consent Decree. FNI continues to support SAWS by performing a hydraulic model calibration update and evaluation of capacity constraint areas based on updated hydraulic model results.

Ten Mile Creek Regional Wastewater Treatment Plant System Master Plan Update | Trinity River Authority, TX | Project Manager | As a subconsultant, FNI is providing a plant hydraulic model to verify the hydraulic capacity of the treatment plant and conducting surveying at locations throughout the plant for calibration of the hydraulic model; as well as performing a design storm system analysis to identify capacity restrictions.

Wastewater Master Plan | City of Sherman, TX | Project Manager | FNI is developing a new wastewater model based on GIS data, as-builts, manhole surveys and other available information. Model calibration exercises are performed based on the results of SCADA data and temporary wastewater flow monitoring. Wastewater system modeling are being performed for existing, 5-year, 10-year, and 25-year conditions to develop improvement alternatives for wastewater system improvements. An assessment of the wastewater treatment plant's capacity is being conducted to identify the timing of the next expansion. A comprehensive wastewater system capital improvements program (CIP) is being developed with project descriptions, cost estimates, drivers, triggers and mapping.

Water Distribution System Evaluation and Capital Improvement Plan | Town of Southern Pines, NC | Project Team | FNI conducted a comprehensive water needs study, developed system development fees and updated water and wastewater utility rates to improve the Town of Southern Pines' water distribution system and to recommend a 20-year CIP. The recommended improvements will serve as the basis for the design, construction and financing of facilities required to support existing and new residential and commercial development.



Rita Tohme, PE, ENV SP | Structures

Rita Tohme is a Structural Engineer in FNI's Structural Group with experience in performing structural analysis work and using computer analysis programs and is an Envision-ISI Sustainability Professional. She has performed specific portions of broader assignments on projects, including culverts, impact basins, industrial buildings and pressurized tanks, and bridges. Rita has worked on modeling the structures, then collecting, adjusting and correlating data to recognize discrepancies in the results, and developing an appropriate design, and has also performed bridge inspections. Rita has also published her master's thesis of her research while at Texas A&M University.

Experience

6 years

Education

MS, Structural Engineering, Texas A&M University

BS, Civil Engineering, Tennessee Technological University

Registration

Professional Engineer, Arkansas #20478

Envision Sustainability Professional

Relevant Project Experience

Bois d'Arc Lake Water Supply Program | North Texas Municipal Water District

| Structural Engineer | Since 2003, FNI has partnered with the District to permit and build a new \$1.6 billion water supply system, providing multidisciplinary services such as program management, water rights permitting, project management, and design and construction management services to support the reservoir's development. Significant projects include 17,000 acres of environmental mitigation, two-mile earthen dam, spillway and outlet structures, 420-MGD terminal storage reservoir, 236-MGD raw water intake and pump station, 330-MGD high service pump station and 60 miles of large-diameter raw and treated water pipelines.

Trinity River Vision Central City | Fort Worth Water, TX | Structural Engineer | FNI provided engineering design and construction phase services to support a \$909-million infrastructure program to modernize and renew the City's flood protection system. Design included three new signature bridges and one of the largest modern roundabouts in the Southwest.

2.0-MGD South Wastewater Treatment Plant | City of Hutto, TX | Structural

Engineer | As a subconsultant, FNI provided a fast-track design of the treatment process, structural, architectural and mechanical components for the new 2-MGD Hutto South Wastewater Treatment Plant, which will be operated by the Brazos River Authority. The new plant was designed for a peak capacity of 8 MGD with considerations for the future plant expansion to a 4-MGD average and 16-MGD peak capacity.

Raw Water Pump Station Phase II | North Texas Municipal Water District |

Structural Engineer | FNI is providing preliminary and final design and construction phase services of the addition of up to six horizontal split case pumps for a firm capacity of 236 MGD, along with all required mechanical and electrical equipment and appurtenances.

Brushy Creek Wastewater Treatment Plant Expansion | City of Round Rock, TX |

Structural Engineer | As a subconsultant, FNI provided structural, electrical, architectural and process QC review services for the expansion of the Brushy Creek East Wastewater Treatment Plant from 25 to 30 MGD.

Hillsboro Wastewater Treatment Plant Improvements | City of Hillsboro, TX |

Structural Engineer | The City of Hillsboro's 1.8-MGD AADF (5.3-MGD peak 2-hour) WWTP had major maintenance issues and hydraulic limitations that resulted in structure overflows during most wet weather events. FNI developed a detailed hydraulic model of the plant to identify hydraulic bottlenecks and evaluate alternatives to lower the plant's hydraulic profile.



Jennifer Wasinger | Funding Assistance

Experience

28 years

Education

MS, Environmental
Science, Oklahoma State
University

BS, Environmental
Science, University of
Kansas

Jennifer Wasinger is an FNI Associate with more than 28 years of hands-on experience in securing and delivering state and federal funding for infrastructure-related projects. Monitoring state, federal and private grant and loan sources, Jennifer provides funding assistance across FNI's practices and helps the FNI team match funding opportunities with client needs. Before joining FNI, Jennifer implemented federal funding programs focused on public health and water quality with the State of Oklahoma. These programs targeted energy/water efficiency, green infrastructure, stormwater, innovative green projects, and traditional water and wastewater infrastructure. She works closely with critical stakeholders to verify that infrastructure investments are consistent with regional goals. Jennifer has extensive knowledge of infrastructure-related projects, programs and funding opportunities, and the ability to identify and leverage non-traditional funding sources. Throughout her career, Jennifer has successfully applied for, implemented, and completed capitalization and discretionary federal funding opportunities. Additionally, Jennifer spent five years serving on EPA's Environmental Financial Advisory Board, which provided suggested direction to EPA's Administrators and offices to reduce the costs of and increase investments in environmental and public health protection.

Relevant Project Experience

Chisholm Creek Force Main Replacement | City of Edmond, OK | Funding

Specialist | FNI is providing a preliminary study for 22,000 LF of the Chisholm Creek Force Main Replacement. The study includes, hydraulic analysis, pipe size selection, power cost savings evaluation, environmental investigation, preliminary route analysis and selection, and construction cost estimates. The project will be funded through the Clean Water State Revolving Fund using Bipartisan Infrastructure Law or Traditional funds.

North Canadian WWTP Improvements | City of Oklahoma City, OK | Funding

Specialist | FNI is providing design services for multiple upgrades and improvements to the North Canadian WWTP. The project involves rehabilitation of four primary clarifiers and three secondary clarifiers which includes replacing the mechanical structures and repairing the concrete structures that have experienced significant chemical corrosion. The existing influent concrete channel will be replaced with a new underground fiberglass piping system which will consist of four segments of 30-inch piping, 60-inch trunk line, flow meters and electrically actuated valves. The project will be funded through the Clean Water State Revolving Fund using Bipartisan Infrastructure Law or Traditional funds.

Edmond Water Tower | City of Edmond, OK | Funding Specialist | The project includes preliminary and detailed design services to prepare construction contract documents for a new 2.0 MG composite elevated storage tank and approximately 3,000 LF of 24-inch water line and 1,000 LF of 18-inch water line to connect to the existing distribution system. The project also includes the demolition of three existing 0.5 MG elevated storage tanks. The project will be funded by the Drinking Water State Revolving fund. Special services include 3D renderings of the new water tower, geotechnical investigations, environmental permitting, easement acquisition, lead/asbestos testing, railroad crossing permit, and construction management and inspection.

Wastewater Reuse Pump Station | City of Weatherford, TX | Funding Specialist

| FNI assisted the City of Weatherford navigate the Clean Water State Revolving Fund (CWSRF) process for their Wastewater Reuse System Improvements. Beyond the preliminary design, final design, and construction phase services, FNI has also served the City of Weatherford by providing consultation with the Texas Water Development Board (TWDB), training for City staff on TWDB requirements, and recommendations for state revolving fund compliance. Additionally, FNI was instrumental in securing a commitment from TWDB of more than \$1.5 million in CWSRF loan forgiveness to the City of Weatherford for their project.



Mission

Innovative approaches ...
Practical results ...
Outstanding service

Vision

Be the firm of choice for
clients and employees

Values



FREESE AND NICHOLS

LEADS

-  **L** LEARN
CONTINUOUSLY
-  **E** ENGAGE
AS FAMILY
-  **A** ACT
WITH INTEGRITY
-  **D** DELIVER
QUALITY
-  **S** SERVE
ALWAYS



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