

City of Fayetteville Staff Review Form

2017-0183

Legistar File ID

5/2/2017

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

Tim Nyander

3/29/2017

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION APPROVING AN AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$61,820.00 FOR ENGINEERING SERVICES, APPROVING A NOT-TO-EXCEED AMOUNT OF \$10,000.00 FOR REIMBURSABLE EXPENSES ASSOCIATED WITH THE ELIMINATION OF THE MASTERS SEWER LIFT STATION, AND APPROVING A PROJECT CONTINGENCY IN THE AMOUNT OF \$7,182.00

Budget Impact:

5400.720.5700-5815.00

Water and Sewer

Account Number

Fund

02017.1

Sanitary Sewer Rehabilitation

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 5,326,605.50

Funds Obligated \$ 124,000.92

Current Balance \$ 5,202,604.58

Does item have a cost? Yes

Item Cost \$ 79,002.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 5,123,602.58

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF MAY 2, 2017

TO: Mayor and City Council

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

FROM: Tim Nyander, Utilities Director

DATE: March 28, 2017

SUBJECT: Resolution approving an agreement with Hawkins-Weir Engineers, Inc. for professional engineering services and reimbursable expenses associated with the elimination of the Masters Sewer Lift Station

RECOMMENDATION:

Staff recommends a Resolution approving an agreement with Hawkins-Weir Engineers, Inc. in the not-to-exceed amount of \$ 61,820.00 for engineering services, approving a not-to-exceed amount of \$10,000 for reimbursable expenses associated with the elimination of the Masters Sewer Lift Station, and approval of a project contingency in the amount of \$7,182.00.

BACKGROUND:

The elimination of the Masters Lift Station (Sewer Lift Station 23) is a recommended 2017 CIP project in the Wastewater Collection System 2014 Master Plan Update.

Hawkins-Weir Engineers, Inc. was selected for this task in a formal engineering selection committee meeting on February 23, 2016, City of Fayetteville RFQ 16-01, Engineer and Architect - Selection #9. The contract scope the not to exceed costs and the reimbursable expenses were negotiated by City Utilities staff.

DISCUSSION:

The proposed engineering contract will provide the survey and design for a future construction project to eliminate the existing back yard lift station and force main by providing a future gravity sewer line from the lift station location to the east/northeast to an existing gravity sewer.

BUDGET/STAFF IMPACT:

Budgeted funds are available in Sanitary System Rehabilitation project.

Attachments:

Staff Review Form
Engineering Services Agreement
Vicinity Map

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

HAWKINS-WEIR ENGINEERS, INC.

Masters Lift Station Elimination: Design of new gravity sewer from the Masters Lift Station to an existing gravity sewer near City Lake Road, and elimination of the Masters Lift Station.

THIS AGREEMENT is made as of _____, 20__, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and Hawkins-Weir Engineers, Inc. with offices located in Fayetteville, Arkansas; Van Buren, Arkansas; and Little Rock, Arkansas (hereinafter called ENGINEER).

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

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

SECTION 2 - BASIC SERVICES OF ENGINEER

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

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

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

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

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for the Basic Services of the Engineer (as defined by Section 2 of this Agreement) is **\$61,820.00**. The maximum not-to-exceed amount authorized for Reimbursable Expenses is \$10,000.00.

Reimbursable Expenses shall be limited to title and easement research, geotechnical investigation, ARKUPS utility locates, the Arkansas Department of Health review fee, and reproduction and printing costs.

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

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

- 5.3 Statements

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

5.4 Payments

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

5.5 Final Payment

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

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

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

6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices, CITY OF FAYETTEVILLE Standards, Arkansas State Law and the Rules and regulations of the Arkansas Board of Licensure For Professional Engineers and Professional Surveyors. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequent of such defect. ENGINEER agrees not to seek or accept any compensation or reimbursements from the CITY OF FAYETTEVILLE for engineering work it performs to correct any errors, omissions or other deficiencies caused by ENGINEER's failure to meet customarily accepted professional engineering

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

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

6.3 Cost Opinions and Projections

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

6.4 Changes

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

6.5 Termination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.6 Delays

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

6.7 Rights and Benefits

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

6.8 Dispute Resolution

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

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

6.8.3 Notice of Dispute

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

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

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

- Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.
- 6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.
- 6.10 Publications
- 6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.
- 6.11 Indemnification
- 6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.
- 6.12 Ownership of Documents
- 6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and

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

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

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

6.13 Notices

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

CITY OF FAYETTEVILLE's address:

113 West Mountain

Fayetteville, AR 72701

ENGINEER's address:

438 East Milsap Road, Suite 107
Fayetteville, AR 72703

6.14 Successor and Assigns

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

6.15 Controlling Law

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

6.16 Entire Agreement

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

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER:

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

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

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

7.2 Remedies

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

7.3 Audit: Access to Records

7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date

of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

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

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

7.3.3.1 Negotiated prime agreements:

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

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

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

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

- 7.3.3.3 If the subagreement is terminated for default or for convenience.
- 7.4 Covenant against Contingent Fees
- 7.4.1 ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 7.5 Gratuities
- 7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- 7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten

times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

7.6.2 Pursuant to Arkansas Code Ann. § 25-19-105(b)(20), the personal information of CITY OF FAYETTEVILLE water system customers must be treated as confidential information and shall not be made available for inspection except by ENGINEER's employees as required to fulfill the terms of this Agreement. Upon completion of ENGINEER's contractual duties and after approval of ENGINEER's documents, the ENGINEER agrees to destroy or return to CITY OF FAYETTEVILLE any copies of records containing information about CITY OF FAYETTEVILLE water system customers.

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

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor, Lioneld Jordan

ATTEST:
By: _____
City Clerk

HAWKINS-WEIR ENGINEERS, Inc.

By: Brett D. Peters

Title: President & CEO

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES



March 15, 2017

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

Re: Masters Lift Station Elimination
HWEI Project No. 2017027

Dear Mr. Beavers:

We appreciate the opportunity to submit this proposal to perform engineering services associated with the Masters Lift Station Elimination Project for the City of Fayetteville, Arkansas.

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

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

Our fee for Basic Services will be invoiced based on our Standard Hourly Billing Rates as compensation for services and expenses of principals and employees of Hawkins-Weir Engineers. The not to exceed fee for these services is **\$61,820**, plus subconsultant fees and Reimbursable Expenses. Additional services will be provided only upon receipt of written authorization, and these additional services will be invoiced at our standard hourly rates. A copy of our Standard Hourly Billing Rate Structure is enclosed.

Reimbursable Expenses, including subconsultant fees, incurred in connection with all Basic and Additional Services will be charged based on their actual costs. We recommend that you budget **\$10,000** for the following reimbursable expenses: title and easement research, geotechnical investigation, ARKUPS utility locates, the Arkansas Department of Health (ADH) review fee, and reproduction and printing.

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

110 So. 7th Street • P.O. Box 648 • Van Buren, AR 72957 • Ph: (479) 474-1227 • Fax: (479) 474-8531
211 Natural Resources Drive • Little Rock, AR 72205 • Ph: (501) 374-4846
438 East Millsap Road • Suite 107 • Fayetteville, AR 72703 • Ph: (479) 455-2206

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www.hawkins-weir.com



Mr. Jim Beavers, P.E.

Page 2

March 15, 2017

We will commence this work immediately upon your approval of this proposal and authorization to proceed, and will complete the work through the completion of the bidding phase within 5-months. If there are changes in scope or protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such changes and delays.

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

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.

Brett D. Peters, P.E.

BDP/jsd

Enclosures: Scope of Services

Standard Hourly Billing Rate Structure, effective August 21, 2016

cc: Lisa Huckelbury

Appendix A
Scope of Services
Masters Lift Station Elimination Project
City of Fayetteville, Arkansas
HWEI Project No. 2017027
March 15, 2017

Task Description

Task 1 – Preliminary Design Phase

1. Participate in project kickoff meeting with the Owner
2. Prepare a Preliminary Engineering Report
 - a. Evaluate gravity sewer line route options
 - b. Evaluate directional boring as an alternative method for the installation of steep gravity sewer lines.
 - c. Meet with City Staff to present the Preliminary Engineering Report
3. Manage title research for the selected route by our sub-consultant Waco Title
4. Prepare Land Descriptions for Rights of Entry
5. Survey the Selected Route
 - a. Coordinate utility locates through ARKUPS
6. Manage a geotechnical soils investigation of the selected route by our sub-consultant GTS, Inc.
7. Prepare a base drawing

Task 2 – Final Design Phase

1. Prepare final design drawings and construction details
 - a. Prepare and submit a 50% design review set of drawings, including a 50% cost estimate
 - i. Participate in a 50% design review meeting with the Owner and prepare meeting minutes
 - b. Prepare and submit a pre-final design review set of drawings, including a pre-final cost estimate
 - i. Participate in a pre-final design review meeting with the Owner and prepare meeting minutes
 - c. Prepare and submit a final set of drawings and construction details sealed by a Professional Engineer licensed in the State of Arkansas, including a final cost estimate
2. Prepare special conditions and bid documents. The City will provide front end documents and technical specifications. Format for specifications will be the City's Standard Specifications
3. Prepare Land Descriptions and exhibits for Easement Documents
 - a. Coordinate with the City Land Agent and prepare any required document revisions
4. Prepare the Arkansas Department of Environmental Quality (ADEQ) storm water pollution prevention plan (SWPPP)
5. Prepare the Arkansas Highway and Transportation Department (AHTD) utility permit
6. Perform quality assurance review of the design documents
7. Deliver one (1) reproducible full-size copy, two (2) half-size copies, and one (1) electronic copy of the plans and specifications to the City for their use and for reproduction

Task 3 – Advertising and Bidding Phase

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

Standard Billing Rate Structure
For Hourly Fee Based Contracts
Hawkins-Weir Engineers, Inc.
Effective January 1, 2017 through August 19, 2017

Engineer

Engineer VII	\$ 180 Per Hour
Engineer VI	\$ 165 Per Hour
Engineer V	\$ 150 Per Hour
Engineer IV	\$ 135 Per Hour
Engineer III	\$ 120 Per Hour
Engineer II	\$ 105 Per Hour
Engineer I	\$ 80 Per Hour

Engineering Technician

Designer II	\$ 100 Per Hour
Designer I	\$ 75 Per Hour
Technician III	\$ 85 Per Hour
Technician II	\$ 75 Per Hour
Technician I	\$ 50 Per Hour

Field Technician - Field Inspector

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

Field Surveying

GPS Survey	\$ 175 Per Hour
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Administrative

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

Expert Witness

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

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

Subconsultants/Outside Services		
Express Delivery, Field Supplies, Testing, Review/Filing Fees and Advertising		
Travel:	Hotel and meals	Actual Cost
	Vehicle	\$0.535 per mile effective 1/1/17* \$0.54 per mile for 2016*
Reproduction:	Outside printing service	Actual Cost
	In-house printing	
	Letter Copy - B&W	\$ 0.10 Per Copy
	Letter Copy - Color	\$ 0.75 Per Copy
	22 x 34 Size Copy - B&W	\$ 3.00 Per Copy
	22 x 34 Size Copy - Color	\$10.00 Per Copy
	11 x 17 Size Copy - B&W	\$ 1.50 Per Copy
	11 x 17 Size Copy - Color	\$ 5.00 Per Copy
	CD Copy	\$ 5.00 Per Copy
	Binding	\$ 1.00 Each

* To be adjusted periodically to current IRS mileage rate

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

City of Fayetteville, Arkansas
Masters Lift Station Elimination Project
Hawkins-Weir Project No. 2017027
March 15, 2017

Task 1 - Preliminary Design Phase

Task	Engr VII \$180	Engr III \$120	Engr I \$80	GPS Survey \$175	Designer II \$100	Tech III \$85	Tech I \$50	Total Hours	Total Cost
1. Participate in a project kick-off meeting with the Owner	4	4						8	\$1,200
2. Prepare a Preliminary Engineering Report	4	8					4	16	\$1,880
a) Evaluate gravity sewer line route options		8				8		16	\$1,640
b) Evaluate directional boring as an alternative method for the installation of steep gravity sewer lines		8						8	\$960
c) Meet with City Staff to present the Preliminary Engineering Report	4	4						8	\$1,200
3. Manage title research for the selected route by our sub-consultant Waco Title		4				4		8	\$820
4. Prepare Land Descriptions for Rights of Entry		2			8			10	\$1,040
5. Survey the Selected Route		4		32	4			40	\$6,480
a) Coordinate utility locates through ARKUPS					4			4	\$400
6. Manage a geotechnical soils investigation of the selected route by our sub-consultant GTS, Inc.		4						4	\$480
7. Prepare a base drawing		2				24		26	\$2,280
TOTAL HOURS =	12	48	0	32	16	36	4	148	
SUBTOTAL COST =	\$2,160	\$5,760	\$0	\$5,600	\$1,600	\$3,060	\$200	----->	\$18,380

Task 2 - Final Design Phase

Task	Engr VII \$180	Engr III \$120	Engr I \$80	GPS Survey \$175	Designer II \$100	Tech III \$85	Tech I \$50	Total Hours	Total Cost
1. Prepare final design drawings and construction details		24	40			40	4	108	\$9,680
a) Prepare and submit a 50% design review set of drawings, including a 50% cost estimate	4	2	4					10	\$1,280
i. Participate in a 50% design review meeting with the Owner and prepare meeting minutes		8	24			24	4	60	\$5,120
b) Prepare and submit a pre-final design review set of drawings, including a pre-final cost estimate	4	2	4					10	\$1,280
i. Participate in a pre-final design review meeting with the Owner and prepare meeting minutes		8	16			24		48	\$4,280
c) Prepare and submit a final design set of drawings and construction details sealed by a Professional Engineer licensed in the State of Arkansas, including a final cost estimate									
2. Prepare special conditions and bid documents. The City will provide front end documents and technical specifications. Format for specifications will be the City's Standard Specifications	4	16	24				16	60	\$5,360
3. Prepare Land Descriptions and exhibits for Easement Documents		4			16	8	4	32	\$2,960
a) Coordinate with City Land Agent and prepare any required document revisions		4			8	8	2	22	\$2,060
4. Prepare the Arkansas Department of Environmental Quality (ADEQ) storm water pollution prevention plan (SWPPP)		4	4			4	2	14	\$1,240
5. Prepare the Arkansas Highway and Transportation Department (AHTD) utility permit		2				4	2	8	\$680
6. Perform quality assurance review of the design documents	4	4	4			8		20	\$2,200
7. Deliver one (1) reproducible full-size copy, two (2) half-size copies, and one (1) electronic copy of the plans and specifications to the City for their use and for reproduction		2					2	4	\$340
TOTAL HOURS =	16	80	120	0	24	120	36	396	
SUBTOTAL COST =	\$2,880	\$9,600	\$9,600	\$0	\$2,400	\$10,200	\$1,800	----->	\$36,480

City of Fayetteville, Arkansas
Masters Lift Station Elimination Project
Hawkins-Weir Project No. 2017027
March 15, 2017

Task 3 - Advertising and Bidding Phase

Task	Engr VII \$180	Engr III \$120	Engr I \$80	GPS Survey \$175	Designer II \$100	Tech III \$85	Tech I \$50	Total Hours	Total Cost
1. Assist the City in advertising the project for bidding		2						2	\$240
2. Conduct a pre-bid conference with the Owner and prospective bidders		2	4					8	\$920
3. Prepare any necessary bidding addendums		2	4			8	8	30	\$2,560
4. Assist the City in receiving bids and preparing a certified bid tabulation		2	4				2	8	\$940
5. Review bids and prepare a recommendation to the City for the award of a Construction Contract		4					2	6	\$580
6. Assist in the preparation of Contract Documents for execution between the City and Contractor		2	8				8	18	\$1,720
TOTAL HOURS =	8	24	12	0	0	8	20	72	
SUBTOTAL COST =	\$1,440	\$2,880	\$960	\$0	\$0	\$680	\$1,000	----->	\$6,960

Reimbursable Expenses and Subconsultant Fees

Item	Description	Total
1. Outside Services - Title Research	Waco Title - 15 Parcels @ \$200/parcel - Deed of record and Easement Research	\$3,000
2. Outside Services - Geotechnical Testing	GTS - Soils exploration, laboratory testing, and Geotechnical Engineering Report	\$5,000
3. Outside Service - Utility Locates	ARKUPS	\$1,000
4. ADH Review Fee	Review of plans and specifications	\$500
5. Reproduction & Printing	Copies of plans and specifications	\$500
Total Estimated Reimbursables		\$10,000

ENGINEERING SERVICES SUMMARY

	Engr VII \$180	Engr III \$120	Engr I \$80	GPS Survey \$175	Designer II \$100	Tech III \$85	Tech I \$50	Total Hours	Total Cost
1.0 Hours - Preliminary Design Phase	16	48	0	32	16	36	4	148	\$18,380
2.0 Hours - Final Design Phase	16	80	120	0	24	120	36	396	\$36,480
3.0 Hours - Advertising and Bidding Phase	8	24	12	0	0	8	20	72	\$5,960
Reimbursable Expenses and Subconsultant Fees									\$10,000
TOTAL HOURS =	40	152	132	32	40	164	60	620	
TOTAL COST =	\$7,200	\$18,240	\$10,560	\$5,600	\$4,000	\$13,940	\$3,000		\$71,820



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2017

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

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

PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173 E-MAIL ADDRESS: aceccclientrequest@marsh.com														
INSURED Hawkins-Weir Engineers, Inc. PO Box 648 Van Buren, AR 72957-0648	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Sentinel Insurance Company Ltd</td><td>11000</td></tr><tr><td>INSURER B: Hartford Insurance Co. of the Midwest</td><td>20605</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Company Ltd	11000	INSURER B: Hartford Insurance Co. of the Midwest	20605	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	84SBWZM2676 Prof. Liab. Excl.	11/01/2016	11/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	84UEGNM6289	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			84SBWZM2676	11/01/2016	11/01/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	Y		84WEGPV0830	11/01/2016	11/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

RE: Job Name/Number: #2017027 Masters Lift Station Elimination Project
City of Fayetteville is included as additional insured when required by written contract.
Waiver of Subrogation is included when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville
Attn: Utilities Department
113 West Mountain Street
Fayetteville, AR 72701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brenda Kuntz

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2017

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

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

PRODUCER BancorpSouth Insurance Services, Inc. - LR PO Box 251510 Little Rock AR 72225-	CONTACT NAME: Ken Estes PHONE (A/C, No, Ext): 501-614-1572 E-MAIL ADDRESS: ken.estes@bxsi.com FAX (A/C, No):
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren AR 72957	INSURER(S) AFFORDING COVERAGE INSURER A: Navigators Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
HAWKENG-01	NAIC # 42307

COVERAGES

CERTIFICATE NUMBER: 1855875583

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			CM14DPL027028IV	7/11/2016	7/11/2017	Each Claim Limit \$1,000,000 Aggregate \$2,000,000

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

Description: Project #2017027, Masters Lift Station Elimination

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville
113 West Mountain Street
Fayetteville AR 72701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

