

- **The next City Council Committee Meeting will be held on Monday, November 20th, 2023.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, November 14th, 2023**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Mayor Doug Sprouse

1. Call to Order – Mayor Doug Sprouse

2. Roll Call –Denise Pearce, City Clerk/Treasurer

3. Recognition of a Quorum.

4. Comments from Citizens

The Council will hear brief comments from citizens present at the meeting during this period on issues not on the agenda. No action will be taken tonight. All comments will be taken under advisement.

5. **A Public Hearing** on a petition to abandon a portion of a utility easement on property located at 3632 Logan Heights Drive. Presented by Ernest Cate, City Attorney.

6. **A Public Hearing** on a petition to abandon a portion of a utility easement on property located at 2342 Waverly Lane. Presented by Ernest Cate, City Attorney.

7. Approval of Minutes – **Tuesday, October 24th, 2023.** Pgs. 177-190

8. Procedural Motions

A. Entertain Motion to read all Ordinances and Resolutions by title only.

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days

for ordinances listed on this agenda as *item number(s)* **10A – 10B, 12A, 15, 16, 17, and 18** (*Motion must be approved by two-thirds (2/3) of the council members*).

9. **Upskill NWA 2023 Fall Update**. Presented by Carol Moralez, President/CEO of Upskill NWA.

10. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development

A. **An Ordinance** to replace Ordinance #5876 accepting the Re-Plat (RP23-13) of Harger Addition, Lots 18 & 19 & part of Lot 17 to the City of Springdale, Arkansas, and Declaring an Emergency.

Pgs. 1-4

B. **An Ordinance** accepting the Final Plat (FP23-05) of Phase 2 of Deere Creek subdivision in the City of Springdale, Arkansas, and Declaring an Emergency. **Pgs. 5-10**

11. Finance Committee by Chairwoman Amelia Williams – **All Items forwarded from Committee with recommendation for approval.**

A. **A Resolution** to authorize a subaward to Upskill NWA from the City of Springdale's American Rescue Plan Act (ARPA) Funds to help fund costs associated with increasing City of Springdale, Arkansas participation in their Workforce Development and Job Training Program. Presented by Cody Loerts, Finance Director.

Pg. 11

B. **A Resolution** authorizing the execution of a Construction Contract for Kendrick Avenue (Project No. 18BPS16). Presented by Ryan Carr, Engineering Department. **Pgs. 12-15**

C. **A Resolution** authorizing the expenditure of funds to acquire land from Charles D. Redding, Jr., for the Senior Center Project (2023 Bond Project No. 23BSC1). Presented by Ernest Cate, City Attorney. **Pgs. 16-19**

12. Ordinance Committee by Chairman Mike Overton – **All Items forwarded from Committee with recommendation for approval.**

A. **An Ordinance** establishing the Employee Health Insurance Restricted Fund and authorizing the transferring of funds from the Unrestricted General Fund to the Employee Health Insurance

Restricted Fund, declaring an emergency, and for other purposes.
Presented by Colby Fulfer, Chief of Staff. Pg. 20

13. Parks and Recreation Committee by Chairman Mike Lawson – **All Items forwarded from Committee with recommendation for approval.**

A. **A Resolution** authorizing the execution of a Professional Services Agreement for Engineering Services for Shaw Family Park (2023 Bond Project No. 23BPP3). Presented by Colby Fulfer, Chief of Staff. Pgs. 21-52

B. **A Resolution** authorizing the execution of a Professional Services Agreement for Engineering Services for C.L. & Willie George Park Improvements (2023 Bond Project No. 23BPP4). Presented by Colby Fulfer, Chief of Staff. Pgs. 53-85

14. Police and Fire Committee by Chairman Brian Powell - **All Items forwarded from Committee with recommendation for approval.**

A. **A Resolution** accepting a grant from the Justice Assistance Grant (JAG) Program, authorizing the Mayor to sign the grant agreement, and appropriating funds. Presented by Frank Gamble, Springdale Police Chief. Pgs. 86-91

B. **A Resolution** accepting a Law Enforcement Mental Health Grant from the Office of Community Oriented Policing Services (COPS) for the Springdale Police Department. Presented by Frank Gamble, Springdale Police Chief. Pgs. 92-93

C. **A Resolution** authorizing the execution of a Professional Services Agreement for Engineering Services for Fire Station #4. Presented by Colby Fulfer, Chief of Staff. Pgs. 94-123

D. **A Resolution** authorizing the execution of a Professional Services Agreement for Engineering Services for Fire Station #10 (2023 Bond Project No. 23BPF1). Presented by Colby Fulfer, Chief of Staff. Pgs. 124-153

15. **An Ordinance** releasing, vacating, and abandoning a portion of a utility easement located on property in Springdale, Benton County, Arkansas, to declare an emergency, and for other purposes. Presented by Ernest Cate, City Attorney. Pgs. 154-156

16. **An Ordinance** releasing, vacating, and abandoning a portion of a utility easement located on property in Springdale, Benton County, Arkansas, to declare an emergency, and for other purposes. Presented by Ernest Cate, City Attorney. Pgs. 157-159
17. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas, and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 160-166
18. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas, and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 167-176
19. Comments from Council Members.
20. Comments from City Attorney.
21. Comments from Mayor
22. Adjournment.



ORDINANCE NO. _____

**AN ORDINANCE TO REPLACE ORDINANCE #5876
ACCEPTING THE RE-PLAT (RP23-13) OF HARGER
ADDITION, LOTS 18 & 19 & PART OF LOT 17 TO THE
CITY OF SPRINGDALE, ARKANSAS, AND DECLARING
AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

WHEREAS, there has been duly presented to the City Planning Commission of Springdale, Arkansas, a plat of certain lands in the City of Springdale, Washington County, Arkansas, being more particularly described as follows, to-wit:

**Legal Description
NEW LOT 19A DESCRIPTION:**

THE NORTH TWENTY (20) FEET OF LOT NUMBERED SEVENTEEN (17), AND THE NORTH TWENTY (20) FEET OF THE SOUTH FORTY FIVE (45) FEET OF LOT NUMBERED SEVENTEEN (17), ALL OF LOTS NUMBERED EIGHTEEN (18) AND NINETEEN (19), IN BLOCK NUMBERED ONE (1), IN HARGER ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER IN WASHINGTON COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST (NW) CORNER OF LOT 19 OF HARGER ADDITION; THENCE SOUTH 03°46'33" EAST A DISTANCE OF 100.75 FEET TO A SET 5/8" REBAR BEING THE POINT OF BEGINNING; THENCE SOUTH 85°20'54" EAST A DISTANCE OF 150.17 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 03°41'12" WEST A DISTANCE OF 70.34 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 86°13'27" WEST A DISTANCE OF 150.26 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 03°46'33" EAST A DISTANCE OF 72.63 FEET TO THE POINT OF BEGINNING CONTAINING 0.25 ACRES OR 10,738 SQUARE FEET MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

NEW LOT 19B DESCRIPTION:

THE NORTH TWENTY (20) FEET OF LOT NUMBERED SEVENTEEN (17), AND THE NORTH TWENTY (20) FEET OF THE SOUTH FORTY FIVE (45) FEET OF LOT NUMBERED SEVENTEEN (17), ALL OF LOTS NUMBERED EIGHTEEN (18) AND NINETEEN (19), IN BLOCK NUMBERED ONE (1), IN HARGER ADDITION TO THE

CITY OF SPRINGDALE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER IN WASHINGTON COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST (NW) CORNER OF LOT 19 OF HARGER ADDITION; THENCE SOUTH 86°42'53" EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH 03°41'12" WEST A DISTANCE OF 104.33 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 85°20'54" WEST A DISTANCE OF 150.17 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 03°46'33" EAST A DISTANCE OF 100.75 FEET TO THE POINT OF BEGINNING CONTAINING 0.35 ACRES OR 15,388 SQUARE FEET MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said RE-PLAT OF HARGER ADDITION LOTS 18 & 19 & PART OF LOT 17 to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the RE-PLAT OF HARGER ADDITION LOTS 18 & 19 & PART OF LOT 17, TO THE City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY

PARENT PARCEL DESCRIPTION (PARCELS 815-22133-000 & 815-22134-000:

THE NORTH TWENTY (20) FEET OF LOT NUMBERED SEVENTEEN (17), AND THE NORTH TWENTY (20) FEET OF THE SOUTH FORTY FIVE (45) FEET OF LOT NUMBERED SEVENTEEN (17), ALL OF LOTS NUMBERED EIGHTEEN (18) AND NINETEEN (19), IN BLOCK NUMBERED ONE (1), IN HARGER ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER IN WASHINGTON COUNTY, ARKANSAS.

NEW LOT 19B DESCRIPTION:

THE NORTH TWENTY (20) FEET OF LOT NUMBERED SEVENTEEN (17), AND THE NORTH TWENTY (20) FEET OF THE SOUTH FORTY FIVE (45) FEET OF LOT NUMBERED SEVENTEEN (17), ALL OF LOTS NUMBERED EIGHTEEN (18) AND NINETEEN (19), IN BLOCK NUMBERED ONE (1), IN HARGER ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER IN WASHINGTON COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

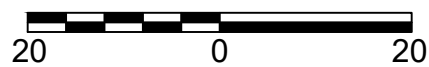
BEGINNING AT THE NORTHWEST (NW) CORNER OF LOT 19 OF HARGER ADDITION; THENCE SOUTH 86°42'53" EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH 03°41'12" WEST A DISTANCE OF 104.33 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 85°20'54" WEST A DISTANCE OF 150.17 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 03°46'33" EAST A DISTANCE OF 100.75 FEET TO THE POINT OF BEGINNING CONTAINING 0.35 ACRES OR 15,388 SQUARE FEET MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

CERTIFICATE OF OWNERSHIP

THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT TO THE CITY OF SPRINGDALE FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. THE UNDERSIGNED CERTIFY THAT THE PLATTING AS FILED ON RECORD CANNOT BE CHANGED UNLESS VACATED PURSUANT TO APPLICABLE LOCAL OR OTHER LAW. THE UNDERSIGNED FURTHER CERTIFY THAT THE REQUIRED ORDINANCE OF ACCEPTANCE IS IN ORDER HAVING BEEN APPROVED BY THE CITY ATTORNEY ON _____

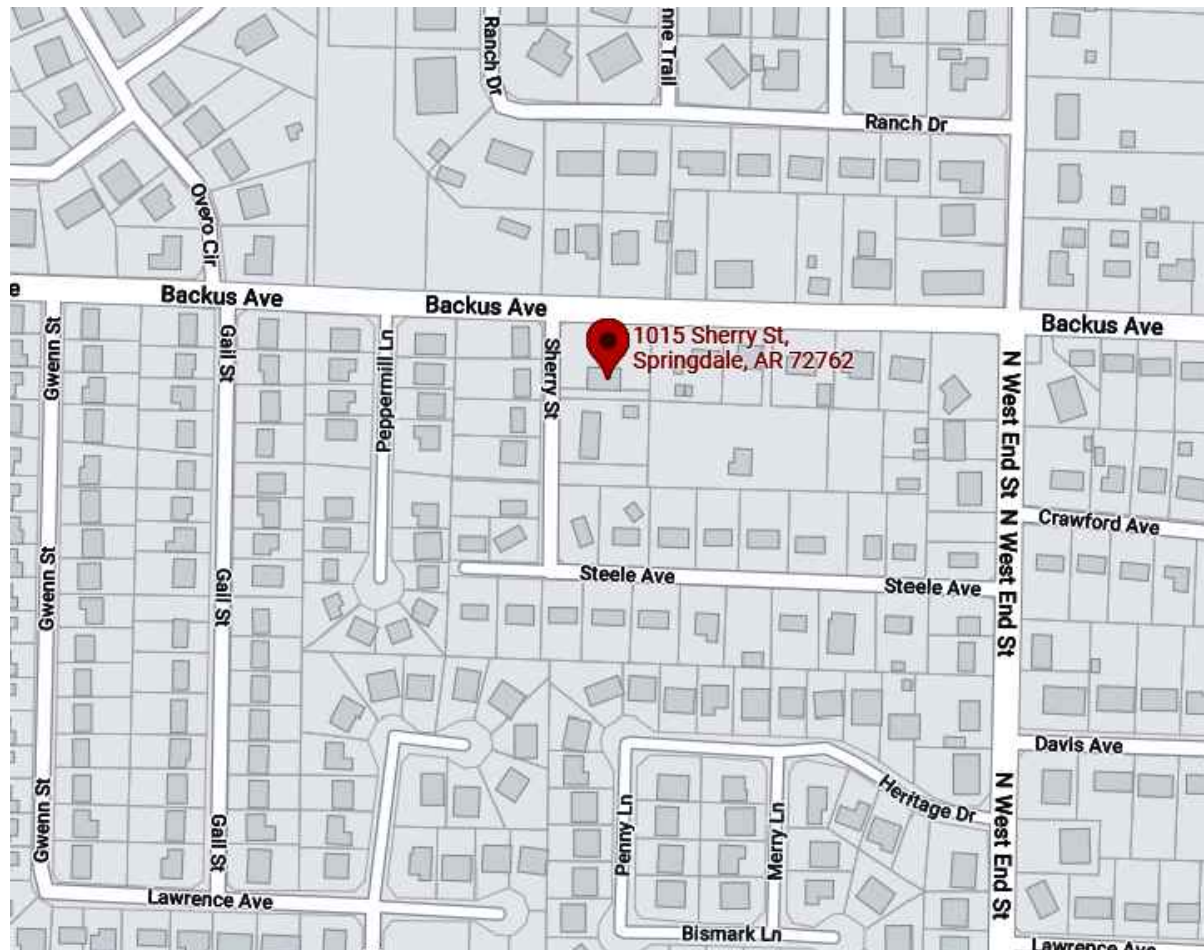
SIGNED: _____
R & D PROPERTY HOLDINGS LLC DATE _____

NOTARY
STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN BEFORE ME THIS _____
DAY OF _____
MY COMMISSION EXPIRES: _____



SCALE: 1" = 20'

Vicinity Map
N.T.S.



PARCEL: 815-25581-002
GOMEZ, NOLBERTO OCON & OCON, GUADALUPE
1620 BACKUS AVE
SPRINGDALE, AR 72762
ZONE SF-2

**REPLAT OF HARGER ADDITION
LOTS 18 & 19 & PART OF LOT 17**

PARCEL: 815-25579-000
SOLORZANO, YANIRA D & MANCIA, WILLIAM G
1618 BACKUS AVE
SPRINGDALE, AR 72762
ZONE SF-2

NEW LOT 19A DESCRIPTION:

THE NORTH TWENTY (20) FEET OF LOT NUMBERED SEVENTEEN (17), AND THE NORTH TWENTY (20) FEET OF THE SOUTH FORTY FIVE (45) FEET OF LOT NUMBERED SEVENTEEN (17), ALL OF LOTS NUMBERED EIGHTEEN (18) AND NINETEEN (19), IN BLOCK NUMBERED ONE (1), IN HARGER ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER IN WASHINGTON COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST (NW) CORNER OF LOT 19 OF HARGER ADDITION; THENCE SOUTH 03°46'33" WEST A DISTANCE OF 100.75 FEET TO A SET 5/8" REBAR BEING THE POINT OF BEGINNING; THENCE SOUTH 85°20'54" EAST A DISTANCE OF 150.17 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 03°41'12" WEST A DISTANCE OF 70.34 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 86°13'27" WEST A DISTANCE OF 150.26 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 03°46'33" EAST A DISTANCE OF 72.63 FEET TO THE POINT OF BEGINNING CONTAINING 0.25 ACRES OR 10,738 SQUARE FEET MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

Notes:

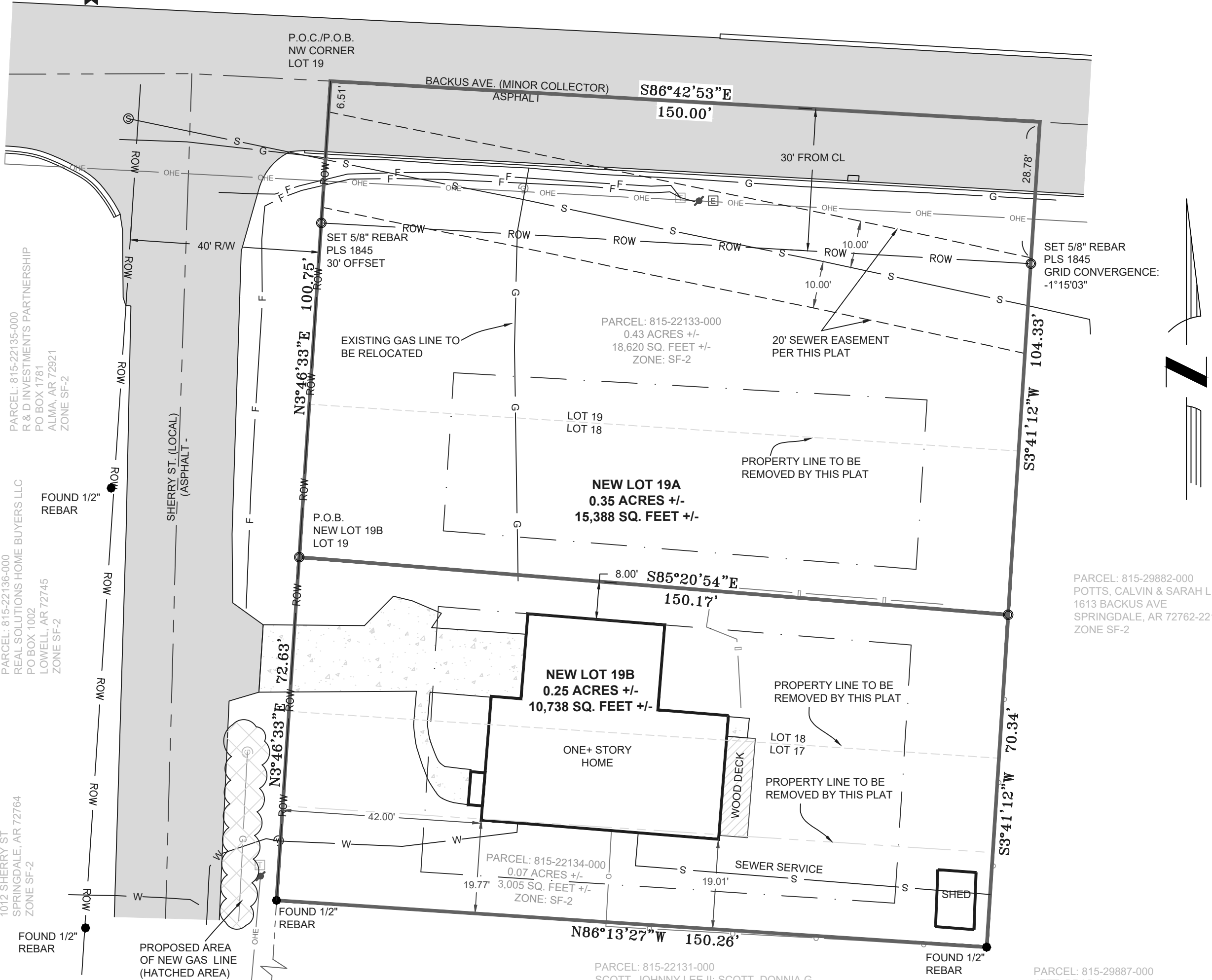
- Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate:

Easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.
- Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.
- This plat represents a boundary survey of the parcel recorded in Deed Records, Book 2021, Page 41012 at the Office of the Circuit Clerk Washington County, Arkansas.
- The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
- Basis of Bearings: AR State Plane North Zone (NAD83).
- This survey is valid only if the drawing includes the seal and signature of the surveyor.
- This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats."
- No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. There may exist other documents of record which would affect this parcel.
- Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
- Lot 19B is zoned currently SF-2.
- Building setbacks for zone SF-2:
Front 30 Feet
Side (Interior) 8 Feet
Side (R/W) 30 Feet
Rear 20 Feet
- Lot 19A is zoned currently MF-2.
Building setbacks for zone MF-2:
Front 30 Feet
Side (Interior) 8 Feet
Side (R/W) 30 Feet
Rear 20 Feet
- Subsurface and environmental conditions were not examined nor considered a part of this survey.
- No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.
- (BY GRAPHICAL PLOTTING ONLY)
This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Washington County, AR, Map Number 05143C0060F. Revised date May 16, 2008.

CERTIFICATE OF SURVEYING ACCURACY

I, MATTHEW JAMES, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: _____
SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1845 STATE OF ARKANSAS



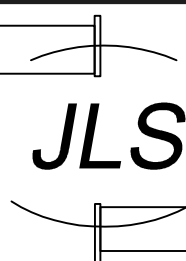
CERTIFICATE OF APPROVAL

THE UNDERSIGNED HEREBY CERTIFY THAT THIS PLAT MEETS CURRENT REGULATIONS OF THE CITY OF SPRINGDALE AND REGULATIONS OF THE ARKANSAS STATE BOARD OF HEALTH AS EACH PERTAINS TO THIS PLAT AND TO THE OFFICES OF RESPONSIBILITY SHOWN BELOW.

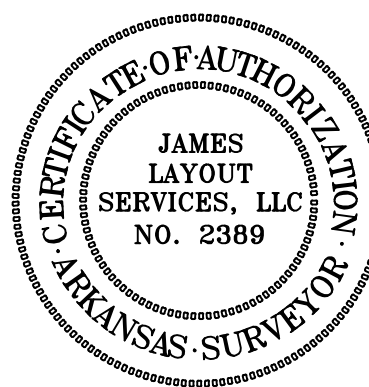
ACCEPTANCE OF DEDICATIONS	DATE	SIGNATURE
		CITY CLERK
		MAYOR
APPROVAL FOR RECORDING		DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT DIVISION
COMMISSION		SECRETARY, PLANNING COMMISSION
		CHAIRMAN, PLANNING COMMISSION
WATER AND SEWER		ENGINEER, SPRINGDALE WATER UTILITIES
STREETS AND DRAINAGE		CITY ENGINEER

City Code:
RP23-13
R23-36

Replat of Harger Addition Lots 18 & 19 & part of Lot 17



James Layout Services, LLC
P.O. Box 611
Farmington, Arkansas 72730
Telephone: (479) 439-9929
survey@jlsnwa.com



Recording Information

Job Number: 22-072
Field Work: W.A.
Drawn By: N.R.
Checked By: M.J.
Certificate of Authorization Arkansas Land Surveyor No. 2389
Date: 10/5/2023
Scale: 1"=20'
Basis of Bearings (NAD83) Arkansas State Plane North Zone

LEGEND

MONUMENT FOUND (AS NOTED)	CABLE RISER	RECORD DISTANCE	GAS LINE
MONUMENT SET (AS NOTED)	TRAFFIC SIGNAL	RECORD BEARING	TELEVISION CABLE
AHTD R-O-W MONUMENT	SIGN	SANITARY SEWER MANHOLE	PROPERTY LINES
BENCHMARK	WATER METER	DECIDUOUS TREE	BUILDING SETBACK
GUARD POST	WATER VALVE	EVERGREEN TREE	UTILITY POLE (WITH GUY WIRE)
UTILITY POLE	FIRE HYDRANT		
TELEPHONE RISER	GAS METER		
FIBER OPTIC TELEPHONE RISER	DRAINAGE MANHOLE		
ELECTRICAL RISER			

815-25581-000

815-25581-002 815-25579-000

Public Hearing Sign Posted on or Prior to: 07/21/2023
Public Hearing Sign Posted By Planning Department Staff
S Public Hearing Sign Location

815-22135-000

815-22136-000

815-22138-000

815-22139-000

SHERRY ST

BACKUS AVE

S 815-22133-000

815-22134-000

815-22131-000

815-29882-000

815-29887-000

815-29883-000

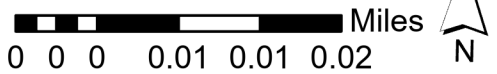
1015

1613

1001

City of Springdale, Clayton Sedberry

Planning Commission Meeting
August 1, 2023



PROJECT: RP23-13

APPLICANT: R & D Property Holdings, LLC

LOCATION: 1015 Sherry Street

REQUEST: Replat Block 1, Lots 17-19 of Harger Addition



SPRINGDALE
WE'RE MAKING IT HAPPEN



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE FINAL PLAT (FP23-05) OF PHASE 2 OF DEERE CREEK SUBDIVISION IN THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

WHEREAS, there has been duly presented to the City Planning Commission of Springdale, Arkansas, a plat of certain lands in the City of Springdale, Washington County, Arkansas, being more particularly described as follows, to-wit:

PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 28, SAID POINT BEING A FOUND RAILROAD SPIKE IN NORTH 56TH STREET; THENCE ALONG THE WEST LINE OF SAID SW 1/4 OF THE NW 1/4 AND SAID NORTH 56TH STREET, N02°19'20"E A DISTANCE OF 171.63 FEET TO A FOUND COTTON PICKER SPINDLE; THENCE LEAVING SAID WEST LINE, S87°19'06"E A DISTANCE OF 1323.22 FEET TO A FOUND 5/8" REBAR; THENCE S87°36'26"E A DISTANCE OF 463.66 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A FOUND 1/2 INCH REBAR WITH CAP "PS 1559"; THENCE N02°23'27"E A DISTANCE OF 227.05 FEET; THENCE N33°49'29"E A DISTANCE OF 96.62 FEET; THENCE N87°36'21"W A DISTANCE OF 251.78 FEET TO A FOUND 1/2 INCH REBAR WITH CAP "PS 1559"; THENCE N02°23'39"E A DISTANCE OF 170.00 FEET; THENCE S87°36'21"E A DISTANCE OF 287.11 FEET TO A FOUND 1/2 INCH REBAR WITH CAP "PS 1559"; THENCE N02°15'44"E A DISTANCE OF 121.52 FEET TO A FOUND 1/2 INCH REBAR WITH CAP "PS 1559"; THENCE N22°28'24"E A DISTANCE OF 100.48 FEET TO A FOUND 1/2 INCH REBAR WITH CAP "PS

1559"; THENCE N67°35'29"W A DISTANCE OF 385.13 FEET TO A FOUND 1/2 INCH REBAR WITH CAP "PS 1559"; THENCE N87°36'21"W A DISTANCE OF 49.45 FEET TO A FOUND 1/2 INCH REBAR WITH CAP "PS 1559"; THENCE S02°23'39"W A DISTANCE OF 257.71 FEET; THENCE N87°36'21"W A DISTANCE OF 171.75 FEET TO A POINT ON THE WEST LINE OF SAID SE 1/4 OF THE NW 1/4 AND A FOUND 1/2 INCH REBAR WITH CAP "PS 1559"; THENCE ALONG SAID WEST LINE, N02°26'38"E A DISTANCE OF 560.00 FEET; THENCE LEAVING SAID WEST LINE, S87°36'21"E A DISTANCE OF 121.26 FEET; THENCE S73°47'47"E A DISTANCE OF 51.49 FEET; THENCE S87°36'21"E A DISTANCE OF 57.39 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 245.00 FEET, AN ARC LENGTH OF 85.58 FEET AND A CHORD BEARING AND DISTANCE OF S77°35'55"E – 85.15 FEET; THENCE S67°35'29"E A DISTANCE OF 348.09 FEET; THENCE S23°00'32"W A DISTANCE OF 36.27 FEET; THENCE N82°04'27"E A DISTANCE OF 128.37 FEET; THENCE N22°20'39"E A DISTANCE OF 386.29 FEET; THENCE S67°39'21"E A DISTANCE OF 199.19 FEET; THENCE N66°07'54"E A DISTANCE OF 57.73 FEET; THENCE N45°53'22"E A DISTANCE OF 56.65 FEET TO A FOUND 5/8 INCH REBAR WITH CAP "PS 0663"; THENCE N89°19'52"E A DISTANCE OF 79.09 FEET TO A FOUND 5/8 INCH REBAR WITH CAP "PS 0663"; THENCE S57°28'56"E A DISTANCE OF 84.36 FEET TO A POINT ON THE EAST LINE OF SAID NE 1/4 OF THE NW 1/4 AND A FOUND 5/8 INCH REBAR WITH CAP "PS 0663"; THENCE ALONG SAID EAST LINE, S02°15'44"W A DISTANCE OF 139.40 FEET TO THE NORTHEAST CORNER OF SAID SE 1/4 OF THE NW 1/4, SAID POINT BEING A FOUND IRON PIN WITH CAP "PS 0147"; THENCE LEAVING SAID EAST LINE AND ALONG THE EAST LINE OF SAID SE 1/4 OF THE NW 1/4, S02°16'44"W A DISTANCE OF 529.96 FEET TO A FOUND 5/8 INCH REBAR; THENCE LEAVING SAID EAST LINE, N87°36'35"W A DISTANCE OF 329.98 FEET TO A FOUND IRON PIN WITH CAP "PS 1370"; THENCE S02°16'44"W A DISTANCE OF 626.59 FEET TO A FOUND IRON PIN WITH CAP "PS 0147"; THENCE N87°36'26"W A DISTANCE OF 524.84 FEET TO THE POINT OF BEGINNING, CONTAINING 22.78 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT-OF-WAY OF 48TH STREET ON THE EAST SIDE THEREOF AND ALL RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said plat and join with the said petitioner in petitioning the City Council to accept the said plat of Deere Creek Subdivision Phase 2 to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the plat of Deere Creek Subdivision Phase 2, as shown on the plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2023.

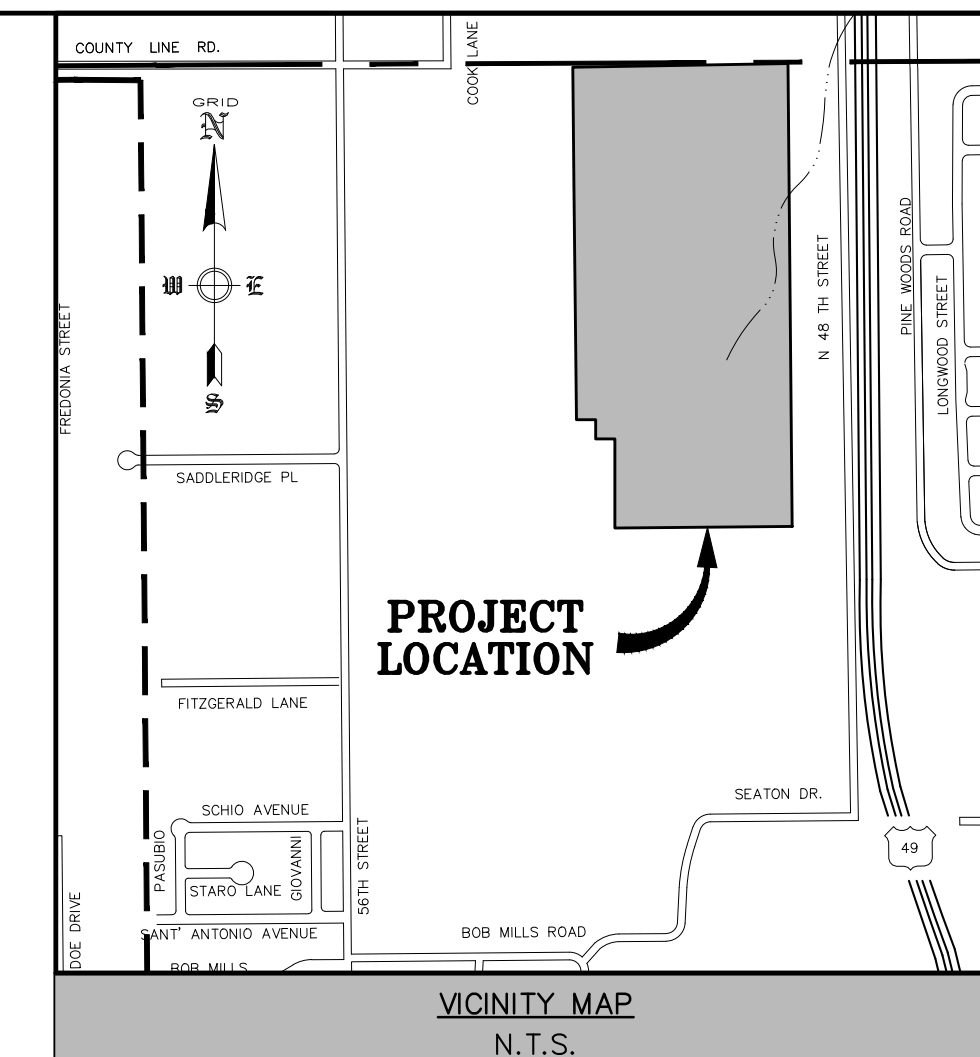
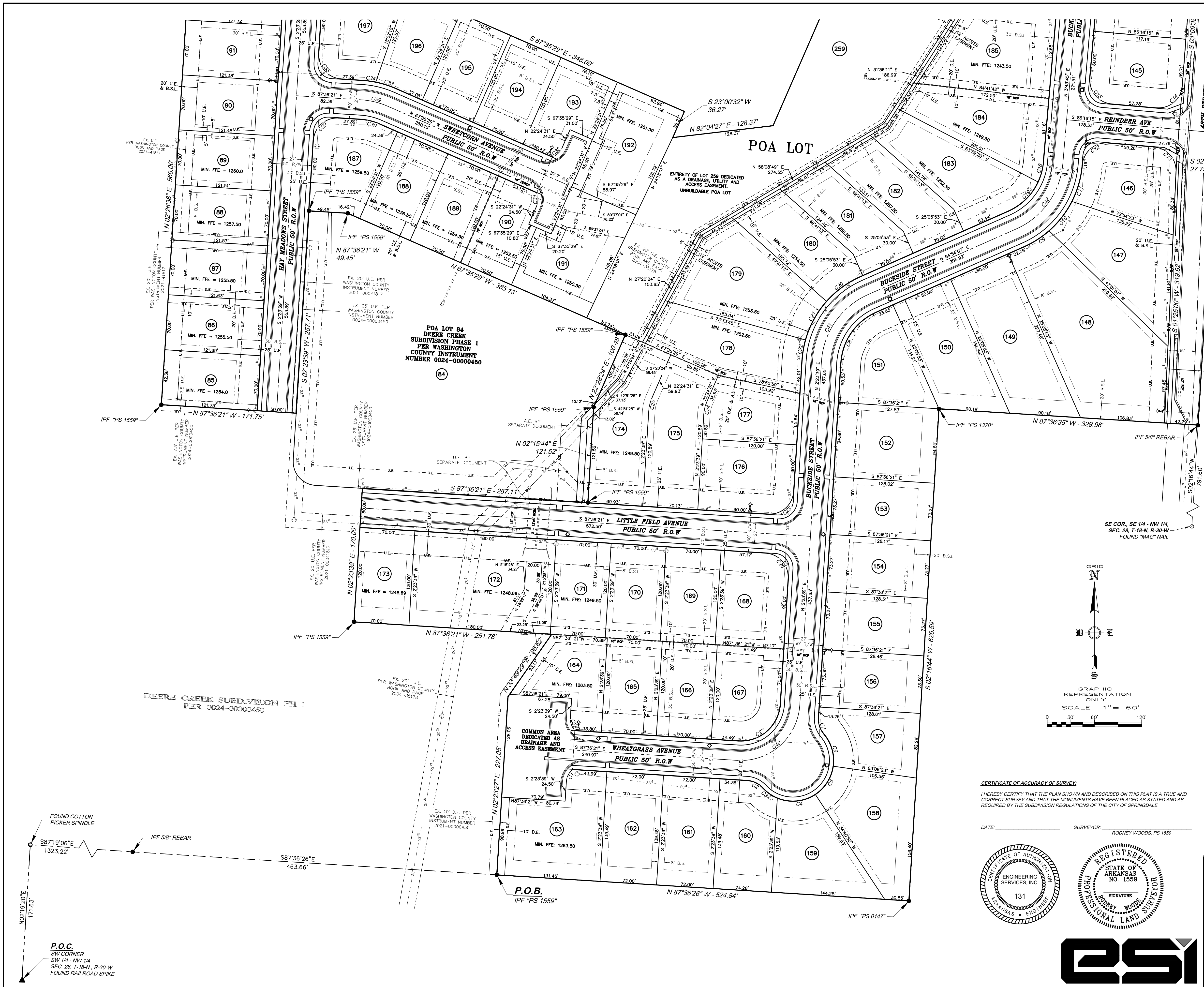
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



OWNER/DEVELOPER: DEERE CREEK DEVELOPMENT LLC
PO BOX 1120
TONTITOWN, AR 72770

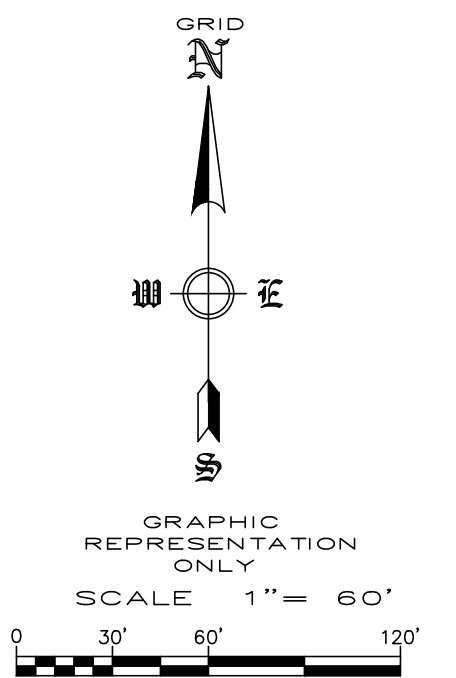
ENGINEER/SURVEYOR: ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI RD.
P.O. BOX 282
SPRINGDALE, AR 72762

EXISTING ZONING: SF-2

SETBACKS (SF-2): FRONT SETBACK = 30'
SIDE SETBACK = 8'
REAR SETBACK = 20'

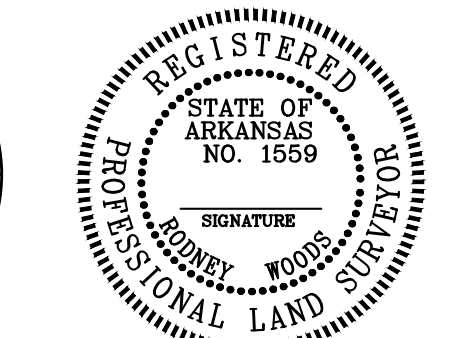
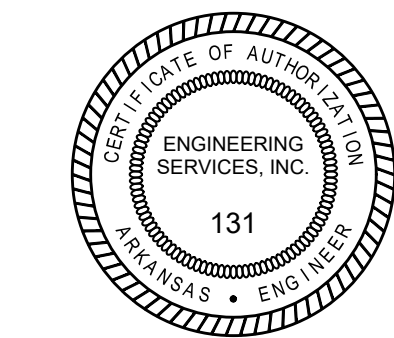
AREA: 22.78 ACRES
PROPOSED LOTS: 63 (62 BUILDABLE)
(1-POA UNBUILDABLE LOT - LOT 259)

LEGEND			
—	PROPERTY LINE	P.O.C.	POINT OF COMMENCEMENT
—	SECTION LINE	P.O.B.	POINT OF BEGINNING
—	SECTION "40" LINE	●	IPF - IRON PIN FOUND (AS NOTED)
R/W	RIGHT-OF-WAY	⊙	FOUND MONUMENT (AS NOTED)
- - -	EASEMENT (AS NOTED)	⊙	FOUND RAILROAD SPIKE
A.E.	ACCESS EASEMENT	⊙	FOUND NAIL (AS NOTED)
U.E.	UTILITY EASEMENT	⊙	SEWER MANHOLE
D.E.	DRAINAGE EASEMENT	⊙	FIRE HYDRANT
—	BUILDING SETBACK LINE (B.S.L.)	⊙	WATER VALVE
—	CENTERLINE OF ROAD	⊙	POWER POLE
SS	SANITARY SEWER LINE	⊙	LIGHT POLE
W	WATER LINE	⊙	
—	CURB AND GUTTER		
—	STORM PIPE (SIZE AS NOTED)		



CERTIFICATE OF ACCURACY OF SURVEY:
I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED ON THIS PLAT IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED AND AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF SPRINGDALE.

DATE: _____ SURVEYOR: ROONEY WOODS, PS 1559



FP23-05

PLAT CODE: 500-18N-30W-0-28-400-72-1559

REVISION	DATE	DESCRIPTION

FINAL PLAT

DEERE CREEK SUBDIVISION PH 2

SPRINGDALE, ARKANSAS

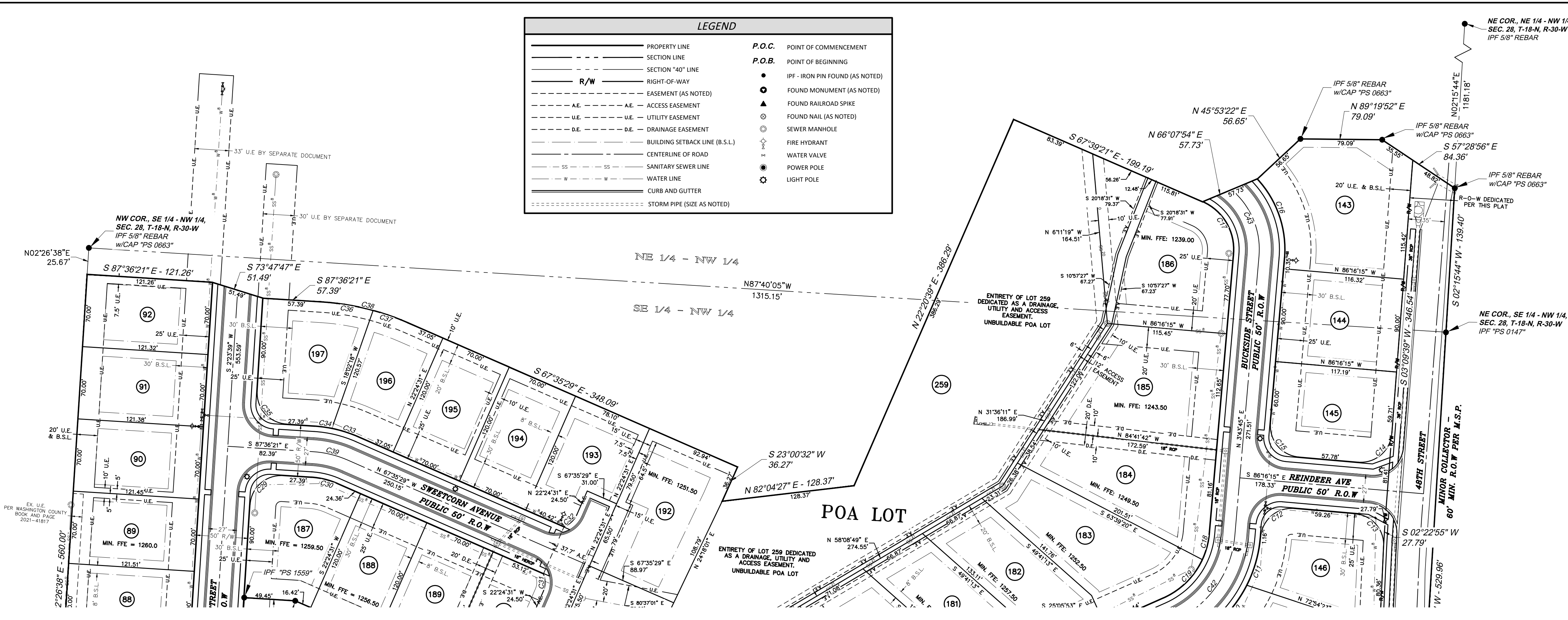
SCALE: 1"=60' DATE: October 19, 2023 DRAWN BY: KMR

ENGINEERING SERVICES, INCORPORATED

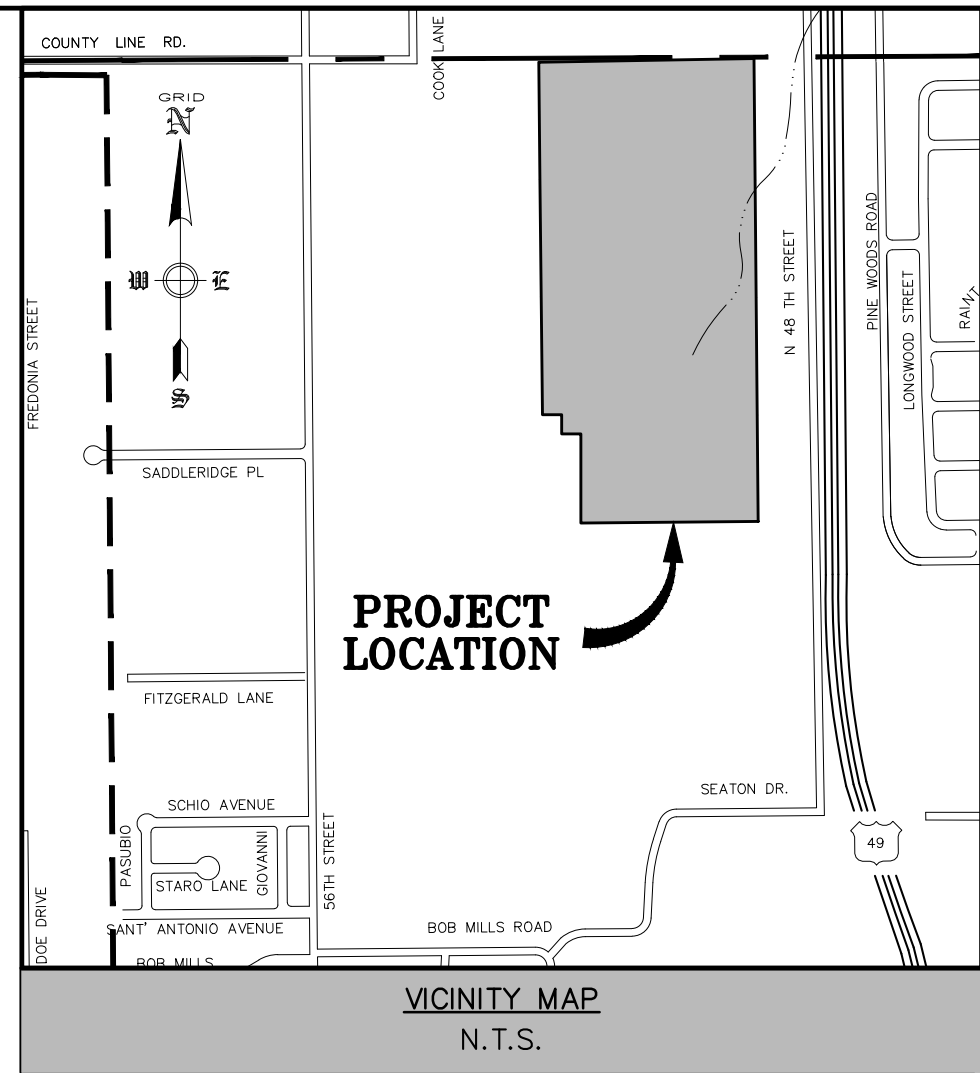
SPRINGDALE, ARKANSAS

© COPYRIGHT 2023, ENGINEERING SERVICES, INC. 10/19/2023 9:14 AM
Z:\SUBD\21910 DEERE CREEK SUBDIVISION\FINAL PLAT\PHASE 2\21910-0-BASE-FINAL PLAT.DWG

W.O.# 21910 SHEET 1/2



LEGEND	
—	PROPERTY LINE
- - -	SECTION LINE
- - -	SECTION "40" LINE
R/W	RIGHT-OF-WAY
- - -	EASEMENT (AS NOTED)
- - -	ACCESS EASEMENT
- - -	UTILITY EASEMENT
- - -	DRAINAGE EASEMENT
- - -	BUILDING SETBACK LINE (B.S.L.)
- - -	CENTERLINE OF ROAD
- - -	SANITARY SEWER LINE
- - -	WATER LINE
- - -	CURB AND GUTTER
- - -	STORM PIPE (SIZE AS NOTED)
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
●	IPF - IRON PIN FOUND (AS NOTED)
●	FOUND MONUMENT (AS NOTED)
▲	FOUND RAILROAD SPIKE
▲	FOUND NAIL (AS NOTED)
⊙	SEWER MANHOLE
⊙	FIRE HYDRANT
⊙	WATER VALVE
⊙	SANITARY SEWER LINE
⊙	POWER POLE
⊙	LIGHT POLE



TRANSMITTAL, OWNERSHIP, AND ORDINANCE:
 THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT TO THE CITY OF SPRINGDALE FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS SHOWN ON THE PLAT. THE UNDERSIGNED CERTIFY THAT THE PLATTING AS FILED ON RECORD CANNOT BE CHANGED UNLESS PURSUANT TO APPLICABLE LOCAL OR OTHER LAW.

OWNER/DEVELOPER: DEERE CREEK DEVELOPMENT LLC
 PO BOX 1120
 TONTITOWN, AR 72770

OWNER: _____ DATE: _____

RESOLUTION: RESOLVED THAT DEERE CREEK DEVELOPMENT LLC, HEREBY AUTHORIZES TO EXECUTE THE CERTIFICATE OF OWNERSHIP AND DEDICATION AS SHOWN ON THIS FINAL PLAT.

CERTIFICATE: WE, DEERE CREEK DEVELOPMENT LLC, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RESOLUTION.

SIGNATURE: _____ DATE: _____

CERTIFICATE OF ACCEPTANCE:
 THE UNDERSIGNED HEREBY CERTIFY THAT THIS PLAT MEETS CURRENT REGULATIONS OF THE CITY OF SPRINGDALE AND REGULATIONS OF THE ARKANSAS STATE BOARD OF HEALTH AS EACH PERTAINS TO THIS PLAT AND TO THE OFFICES OF RESPONSIBILITY SHOWN BELOW.

ACCEPTANCE OF DEDICATIONS	DATE	SIGNATURE
		CITY CLERK
		MAYOR
COMMISSION		SECRETARY, PLANNING
		CHAIRMAN, PLANNING COMMISSION
APPROVAL FOR RECORDING		DIRECTOR, COMMUNITY DEVELOPMENT DIVISION
WATER AND SEWER		ENGINEER SPRINGDALE WATER UTILITIES
STREETS AND DRAINAGE		DIRECTOR, ENGINEERING

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
85	8520	0.20
86	8516	0.20
87	8512	0.20
88	8508	0.20
89	8503	0.20
90	8499	0.20
91	8495	0.20
92	8491	0.19
143	16124	0.37
144	10508	0.24
145	10196	0.23
146	11130	0.26
147	14118	0.32
148	26878	0.62
149	16532	0.38
150	13202	0.30
151	10773	0.25
152	12127	0.28
153	9356	0.22
154	9397	0.22
155	9407	0.22

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
156	9421	0.22
157	9157	0.21
158	13821	0.32
159	11855	0.27
160	10017	0.23
161	10043	0.23
162	10043	0.23
163	15031	0.35
164	9173	0.21
165	8400	0.19
166	8400	0.19
167	9602	0.22
168	10267	0.24
169	8400	0.19
170	8400	0.19
171	8400	0.19
172	21600	0.50
173	8400	0.19
174	14147	0.32
175	12836	0.29
176	10607	0.24

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
177	8641	0.20
178	13446	0.31
179	16913	0.39
180	10358	0.24
182	10848	0.25
183	13799	0.32
184	13295	0.31
185	15946	0.37
186	17284	0.40
187	10242	0.24
188	8400	0.19
189	8400	0.19
190	8001	0.18
191	14158	0.33
192	13232	0.30
193	8083	0.19
194	8400	0.19
195	8400	0.19
196	8181	0.19
197	10715	0.25
259	83732	1.92

Curve Table				
Curve #	Length	Radius	Chord Length	Chord Bearing
C1	17.80	22.50	17.34	S20°13'25"W
C2	23.80	30.00	23.33	N85°45'32"W
C3	23.67	52.00	23.45	S58°23'38"E
C4	50.88	52.00	48.70	N89°14'16"E
C5	44.02	52.00	42.71	N31°04'07"E
C6	43.67	52.00	42.40	N17°14'25"W
C7	22.88	30.00	22.33	S19°27'10"E
C8	81.62	75.00	77.82	S33°38'53"W
C9	37.84	125.00	37.70	S38°17'48"W
C10	47.69	125.00	47.40	S38°17'42"W
C11	47.93	125.00	47.64	S14°42'50"W
C12	47.12	30.00	42.43	S48°43'45"W
C13	46.02	30.00	41.64	N42°20'22"W
C14	47.42	30.00	42.64	N48°26'42"E
C15	47.12	30.00	42.43	S41°16'15"E

Curve Table				
Curve #	Length	Radius	Chord Length	Chord Bearing
C16	83.50	100.00	81.00	S20°11'27"E
C17	82.30	50.00	58.34	N31°57'48"W
C18	26.16	75.00	26.00	N13°43'44"E
C19	53.80	75.00	52.74	N44°18'50"E
C20	53.84	125.00	53.23	N52°36'27"E
C21	36.48	125.00	35.97	N27°22'31"E
C22	26.27	125.00	26.23	N68°24'57"E
C23	47.12	30.00	42.43	N47°23'39"E
C24	17.47	50.00	17.38	N12°24'03"E
C25	17.47	50.00	17.38	N12°24'03"E
C26	47.12	30.00	42.43	S42°36'21"E
C27	78.54	50.00	70.71	N47°23'39"E
C28	17.80	22.50	17.34	S20°16'06"E
C29	47.12	30.00	42.43	S47°23'39"W
C30	26.20	75.00	26.07	N77°35'58"W

Curve Table				
Curve #	Length	Radius	Chord Length	Chord Bearing
C31	17.80	22.50	17.34	S20°11'27"E
C32	17.80	22.50	17.34	N59°14'17"E
C33	26.57	125.00	26.52	S73°05'17"E
C34	17.80	125.00	17.80	S83°41'17"E
C35	47.12	30.00	42.43	S42°36'21"E
C36	49.90	245.00	49.81	S81°46'16"E
C37	35.68	245.00	35.65	S71°45'50"E
C38	85.58	245.00	85.15	S77°35'55"E
C39	34.83	100.00	34.75	S77°35'55"E
C40	117.81	75.00	108.00	N47°23'39"E
C41	108.10	100.00	103.77	N33°38'53"E
C42	106.77	100.00	101.77	N34°16'56"E
C43	72.00	75.00	69.34	N23°48'21"W

OWNER/DEVELOPER: DEERE CREEK DEVELOPMENT LLC
 PO BOX 1120
 TONTITOWN, AR 72770

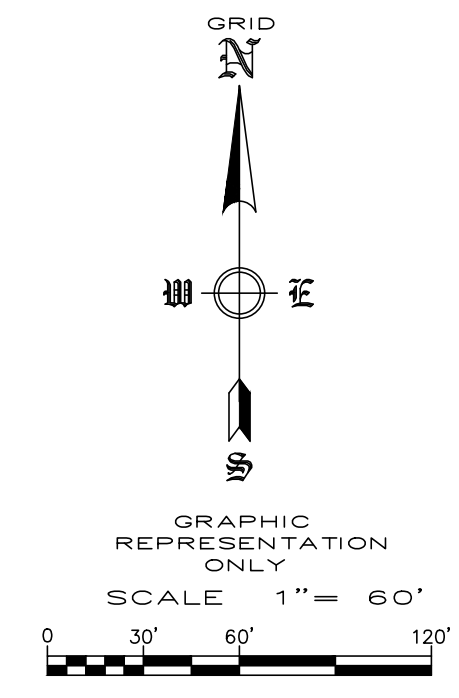
ENGINEER/SURVEYOR: ENGINEERING SERVICES, INC.
 1207 S. OLD MISSOURI RD.
 P.O. BOX 282
 SPRINGDALE, AR 72762

EXISTING ZONING: SF-2

SETBACKS (SF-2): FRONT SETBACK = 30'
 SIDE SETBACK = 8'
 REAR SETBACK = 20'

AREA: 22.78 ACRES

PROPOSED LOTS: 63 (62 BUILDABLE)
 (1-POA UNBUILDABLE LOT - LOT 259)



TEMPORARY BENCHMARK TABLE	
TBM #1	XXXXXXXX
TBM #2	XXXXXXXX

STREET TABLE	
CLASSIFICATION	PUBLIC STREET
LOCAL STREET	7,433 L.F.
MAJOR COLLECTOR	674 L.F.

SURVEYOR'S NOTES:
 THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR. THE ORIGINAL SIGNATURE, IF NOT BLUE IN COLOR, IS NOT VALID.

FEMA FLOOD PLAIN ZONE:
 THIS PROPERTY IS NOT WITHIN THE 100 YEAR FLOOD ZONE AS SHOWN ON THE F.I.R.M. MAP #05143C0006F, PANEL 60 OF 575, WASHINGTON COUNTY, ARKANSAS & INCORPORATED AREAS. EFFECTIVE DATE: MAY 16, 2008.

UTILITIES:
 THE UTILITY INFORMATION, IF ANY SHOWN HEREON, IS BASED ON ABOVE GROUND FEATURES, FIELD DESIGNATIONS/MARKINGS BY ARKANSAS ONE CALL AND SPRINGDALE G.I.S. ONLY.
 THE DESIGNATIONS AND LOCATIONS OF THESE UTILITY FEATURES SHOWN HEREON ARE NOT TO BE CONSIDERED AS ALL INCLUSIVE OR ABSOLUTE AND ARE PROVIDED WITHOUT WARRANTY.

REFERENCES:
 EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED BELOW. THE SURVEYOR RESEARCHED OR WAS PROVIDED NECESSARY DEEDS, RIGHT-OF-WAY MAPS, AND OTHER PERTINENT INFORMATION AS SHOWN BELOW. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR COURT CASE DECREE, ADVERSE POSSESSION CLAIMS, SUBSURFACE RIGHTS OR OWNERSHIP, ENCUMBRANCES, OR RESTRICTIVE COVENANTS.

ALL RECORDS LISTED BELOW ARE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS UNLESS OTHERWISE NOTED.

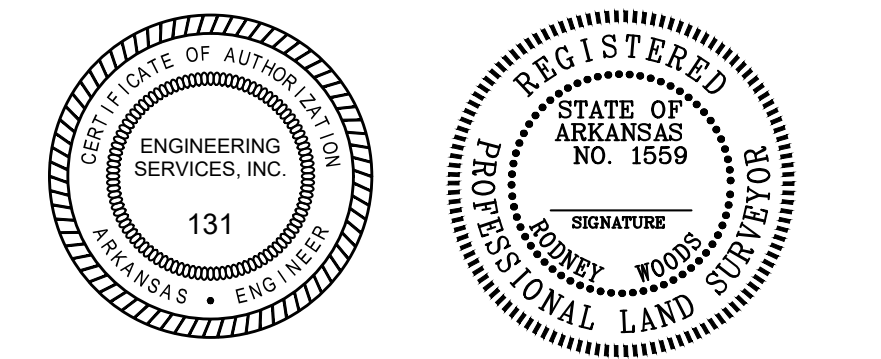
A. **QUITCLAIM DEED:** DEERE CREEK DEVELOPMENT, LLC, RECORDED SEPTEMBER 20 2021, FILE NO. 2021-00038880.

B. **QUITCLAIM DEED:** DEERE CREEK DEVELOPMENT, LLC, RECORDED SEPTEMBER 20 2021, FILE NO. 2021-00038851.

C. **FINAL PLAT OF DEERE CREEK SUBDIVISION PH 1:** BY ENGINEERING SERVICES, INC., RODNEY WOODS, AR PLS NO. 1559, RECORDED OCTOBER 13, 2022, FILE NO. 24-450.

CERTIFICATE OF ACCURACY OF SURVEY:
 I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED ON THIS PLAT IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED AND AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF SPRINGDALE.

DATE: _____ SURVEYOR: RODNEY WOODS, PS 1559



- NOTES:**
- ALL STREET RIGHTS-OF-WAY WITHIN SUBDIVISION ARE 50' IN WIDTH.
 - 12" REBAR WITH CAP "PS 1559" SET AT ALL PROPERTY CORNERS.
 - NO FENCES SHALL BE ALLOWED WITHIN THE P.O.A. PEDESTRIAN ACCESS EASEMENT OR DRAINAGE EASEMENT.
 - SIDEWALKS SHALL BE PLACED BY THE INDIVIDUAL LOT OWNER AS REQUIRED BY SPRINGDALE CITY ORDINANCE. THE SIDEWALKS SHALL BE 5' WIDE AND 1" FROM THE RIGHT-OF-WAY. DEVELOPER SHALL PLACE SIDEWALK ON ALL PORTIONS OF THE STREETS THAT DO NOT HAVE LOT FRONTAGE.
 - ALL LOTS TO RECEIVE A SEWER BACKWATER VALVE WHICH SHALL BE INSTALLED ON THE PRIVATE SERVICE LINE BY A LICENSED PLUMBER. (4" PVC EXTENDABLE BACKWATER VALVE BY CLEAN CHECK, MODEL NO. 97304.)

SURVEY DESCRIPTION OF PHASE 2, DEERE CREEK SUBDIVISION (PARCEL NO. S 815-29789-276, 815-29789-270, 815-29789-210 & 815-29789-215):
 PART OF THE SOUTHWEST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 28, SAID POINT BEING A FOUND RAILROAD SPIKE IN NORTH 56TH STREET; THENCE ALONG THE WEST LINE OF SAID SW 1/4 OF THE NW 1/4 AND SAID NORTH 56TH STREET, N02°26'38"E A DISTANCE OF 171.83 FEET TO A FOUND COTTON PICKER SPINDLE; THENCE LEAVING SAID WEST LINE, S87°19'06"E A DISTANCE OF 1323.22 FEET TO A FOUND 5/8" REBAR; THENCE S87°36'21"E A DISTANCE OF 463.65 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A FOUND 1/2" INCH REBAR WITH CAP "PS 1559"; THENCE N02°23'27"E A DISTANCE OF 227.05 FEET; THENCE N33°49'29"E A DISTANCE OF 96.62 FEET; THENCE N87°36'21"W A DISTANCE OF 251.76 FEET TO A FOUND 1/2" INCH REBAR WITH CAP "PS 1559"; THENCE N02°23'39"E A DISTANCE OF 170.00 FEET; THENCE S87°36'21"E A DISTANCE OF 287.11 FEET TO A FOUND 1/2" INCH REBAR WITH CAP "PS 1559"; THENCE N02°15'44"E A DISTANCE OF 121.52 FEET TO A FOUND 1/2" INCH REBAR WITH CAP "PS 1559"; THENCE N22°28'24"E A DISTANCE OF 100.49 FEET TO A FOUND 1/2" INCH REBAR WITH CAP "PS 1559"; THENCE N87°35'29"W A DISTANCE OF 385.10 FEET TO A FOUND 1/2" INCH REBAR WITH CAP "PS 1559"; THENCE N87°36'21"W A DISTANCE OF 49.45 FEET TO A FOUND 1/2" INCH REBAR WITH CAP "PS 1559"; THENCE S02°23'39"W A DISTANCE OF 257.71 FEET; THENCE N87°36'21"W A DISTANCE OF 171.75 FEET TO A POINT ON THE WEST LINE OF SAID SE 1/4 OF THE NW 1/4 AND A FOUND 1/2" INCH REBAR WITH CAP "PS 1559"; THENCE ALONG SAID WEST LINE, N02°26'38"E A DISTANCE OF 560.00 FEET; THENCE LEAVING SAID WEST LINE, S87°36'21"E A DISTANCE OF 121.26 FEET; THENCE S73°47'47"E A DISTANCE OF 51.49 FEET; THENCE S87°36'21"E A DISTANCE OF 57.39 FEET; THENCE S87°36'21"E A DISTANCE OF 121.26 FEET TO A FOUND 5/8" REBAR; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 245.00 FEET, AN ARC LENGTH OF 85.58 FEET AND A CHORD BEARING AND DISTANCE OF S77°35'55"E - 85.15 FEET; THENCE S87°35'29"E A DISTANCE OF 348.09 FEET; THENCE S23°00'32"W A DISTANCE OF 36.27 FEET; THENCE N82°04'27"E A DISTANCE OF 128.37 FEET; THENCE N22°20'39"E A DISTANCE OF 386.29 FEET; THENCE S87°39'21"E A DISTANCE OF 199.19 FEET; THENCE N66°07'54"E A DISTANCE OF 57.73 FEET; THENCE N45°53'22"E A DISTANCE OF 56.65 FEET TO A FOUND 5/8" INCH REBAR WITH CAP "PS 0663"; THENCE N89°19'52"E A DISTANCE OF 79.09 FEET TO A FOUND 5/8" INCH REBAR WITH CAP "PS 0663"; THENCE S57°28'50"E A DISTANCE OF 84.36 FEET TO A POINT ON THE EAST LINE OF SAID NE 1/4 OF THE NW 1/4 AND A FOUND 5/8" INCH REBAR WITH CAP "PS 0663"; THENCE ALONG SAID EAST LINE, S02°15'44"W A DISTANCE OF 139.40 FEET TO THE NORTHEAST CORNER OF SAID SE 1/4 OF THE NW 1/4, SAID POINT BEING A FOUND IRON PIN WITH CAP "PS 0147"; THENCE LEAVING SAID EAST LINE AND ALONG THE EAST LINE OF SAID SE 1/4 OF THE NW 1/4, S02°16'44"W A DISTANCE OF 529.96 FEET TO A FOUND 5/8" INCH REBAR; THENCE LEAVING SAID EAST LINE, N87°36'21"E A DISTANCE OF 329.98 FEET TO A FOUND IRON PIN WITH CAP "PS 1301"; THENCE S02°16'44"W A DISTANCE OF 628.99 FEET TO A FOUND IRON PIN WITH CAP "PS 0147"; THENCE N87°36'21"W A DISTANCE OF 524.84 FEET TO THE POINT OF BEGINNING, CONTAINING 22.78 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT-OF-WAY OF 48TH STREET ON THE EAST SIDE THEREOF AND ALL RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

FP23-05

PLAT CODE: 500-18N-30W-0-28-400-72-1559

REVISION	DATE	DESCRIPTION

FINAL PLAT
DEERE CREEK SUBDIVISION PH 2
SPRINGDALE, ARKANSAS

SCALE: 1"=60' DATE: October 19, 2023 DRAWN BY: KMR

ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS

© COPYRIGHT 2023, ENGINEERING SERVICES, INC. 10/19/2023 9:14 AM
 Z:\SUBD\21910 DEERE CREEK SUBDIVISION\FINAL PLAT\PHASE 2\21910-0-BASE-FINAL PLAT.DWG

W.O.# 21910 SHEET 2/2





Planning Commission Meeting
November 7, 2023



PROJECT: FP23-05
 APPLICANT: Deere Creek Ph. II
 LOCATION: End of N 48th St, E of N 56th St
 REQUEST: Final Plat



SPRINGDALE
 WE'RE MAKING HAPPEN

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE A SUBAWARD TO UPSKILL NWA FROM THE CITY OF SPRINGDALE'S AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO HELP FUND COSTS ASSOCIATED WITH INCREASING CITY OF SPRINGDALE, ARKANSAS PARTICIPATION IN THEIR WORKFORCE DEVELOPMENT AND JOB TRAINING PROGRAM

WHEREAS, the City of Springdale, Arkansas has been directly affected by the COVID-19 global pandemic;

WHEREAS, the COVID-19 pandemic has highlighted a need for a trained labor force for essential industries;

WHEREAS, the citizens of City of Springdale, Arkansas could benefit from job training and other assistance to move to jobs that provide better opportunities for economic advancement;

WHEREAS, Excellerate Foundation DBA Upskill NWA operates a workforce development and job training program that connects participants with educational opportunities to increase their skill sets so they are qualified for higher paying jobs in essential industries;

WHEREAS, Excellerate Foundation DBA Upskill NWA desires to increase Springdale participation in its workforce development and job training program;

WHEREAS, the City of Springdale, Arkansas desires to use a portion of the American Rescue Plan Act (ARPA) funds awarded to the City to make a subaward to Excellerate Foundation DBA Upskill NWA to increase participation of Springdale residents in its workforce development and job training program;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that \$884,779.00 be awarded to Excellerate Foundation DBA Upskill NWA for the purpose of increasing Springdale participation in its workforce development and job placement program, in accordance with eligible use of funds as defined by ARPA; and the Mayor and City Clerk are hereby authorized to execute a Grant Award Agreement for the same. This Resolution is intended to supersede and replace Resolution No. 8-22 passed on February 8, 2022, Resolution No. 56-22 passed on June 14, 2022, and Resolution No. 81-22 passed on August 9, 2022.

PASSED AND APPROVED this ____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. XX-23

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONSTRUCTION CONTRACT FOR
KENDRICK AVENUE, PROJECT NO. 18BPS16**

WHEREAS, sealed bids were received on October 17, 2023 at 2:30 p.m. for the Kendrick Avenue Widening from Old Missouri Road to Old Wire Road, and

WHEREAS, Emery Sapp & Sons, Inc. was the low bidder for this project at \$4,861,204.18,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with Emery Sapp & Sons for the construction of Kendrick Avenue from Old Missouri Road to Old Wire Road for \$4,861,204.18 from the 2018 Street Bond Fund.

Section 2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the additional change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this 14th day of November, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

October 18, 2023

City of Springdale Engineering Department
c/o Ryan Carr, PE, PTOE, PTP, CFM
Deputy Director of Engineering
201 Spring Street
Springdale, Arkansas 72764

RE: Recommendation of Award
Kendrick Avenue Widening
City Project 18BPS16, EDA Grant No. 08-01-05353
Springdale, AR

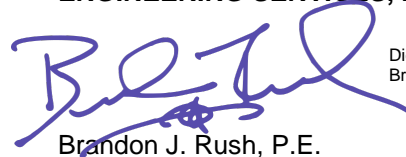
Mr. Carr:

Enclosed please find a certified copy of the bids received yesterday for the referenced project. There were two bids received, with the low bidder being Emery Sapp & Sons, Inc. (ESS), who submitted a bid of \$4,861,204.18.^{Note 1}

ESI is familiar with ESS and knows them to be qualified and experienced to perform the work covered under this contract. We recommend that the City award a construction contract to ESS. Please advise if we can provide any additional information.

Very truly yours,

ENGINEERING SERVICES, INC.



Digitally signed by:
Brandon J. Rush

Brandon J. Rush, P.E.

cc Ben Peters, PE and John Easterling (City of Springdale)
Rick Pulvirenti, PE (SWU)
Jeremy Ragland (NWAEDD)
Jason Appel, PE (ESI)

Z:\Engineers\00 - Engineer Projects\19944 - Kendrick Ave\00 Project Management\Bidding\Carr 2023-10-18 Letter of Recommendation.docx

^{Note 1} Adjusted for math error in bid (\$1000 less than bid amount).

BID TABULATION
October 17, 2023

Kendrick Avenue Widening
City of Springdale, Arkansas
City Project 18BPS16
EDA Grant 08-01-05353

Engineering Services, Inc.
PO Box 282
Springdale, Arkansas
(479) 751-8733

BID TABULATION							
Item No.	Item Description	Quantity	Unit	Emery Sap & Sons, Inc.		Crossland Heavy Contractors, Inc.	
				Unit Price	Total Amount Bid	Unit Price	Total Amount Bid
1	City of Springdale Performance & Payment Bond	1	LS	\$40,029.85	\$40,029.85	\$91,238.00	\$91,238.00
2	Roadway Construction Control	1	LS	\$35,622.55	\$35,622.55	\$215,758.00	\$215,758.00
3	Trench & Excavation Safety System	1	LS	\$9,627.03	\$9,627.03	\$34,050.00	\$34,050.00
4	Clearing & Grubbing	1	LS	\$135,150.14	\$135,150.14	\$321,360.00	\$321,360.00
5	Undercut and Backfill	9,260	CY	\$38.47	\$356,232.20	\$51.00	\$472,260.00
6	Rock Excavation	100	CY	\$181.87	\$18,187.00	\$357.00	\$35,700.00
7	Unclassified Excavation	4,300	CY	\$29.99	\$128,957.00	\$37.00	\$159,100.00
8	Embankment	6,400	CY	\$28.47	\$182,208.00	\$37.00	\$236,800.00
9	Subgrade Preparation	14,000	SY	\$1.86	\$26,040.00	\$4.00	\$56,000.00
10	4" Topsoil Placement	8,725	SY	\$3.30	\$28,792.50	\$6.00	\$52,350.00
11	18" RCP Outside Roadway	1,900	LF	\$123.06	\$233,814.00	\$163.00	\$309,700.00
12	18" RCP Within Roadway	200	LF	\$149.12	\$29,824.00	\$221.00	\$44,200.00
13	24" RCP Outside Roadway	275	LF	\$142.46	\$39,176.50	\$171.00	\$47,025.00
14	24" RCP Within Roadway	120	LF	\$170.35	\$20,442.00	\$228.00	\$27,360.00
15	30" RCP Outside Roadway	475	LF	\$197.62	\$93,869.50	\$242.00	\$114,950.00
16	30" RCP Within Roadway	400	LF	\$206.11	\$82,444.00	\$264.00	\$105,600.00
17	30" HERCP Within Roadway	150	LF	\$238.24	\$35,736.00	\$278.00	\$41,700.00
18	30" HERCP Outside Roadway	50	LF	\$238.24	\$11,912.00	\$307.00	\$15,350.00
19	4' Drop Inlet Extensions	26	EA	\$2,184.79	\$56,804.54	\$2,928.00	\$76,128.00
20	4' x 4' Drop Inlet	12	EA	\$11,256.10	\$135,073.20	\$10,427.00	\$125,124.00
21	5' x 5' Drop Inlet	7	EA	\$11,532.53	\$80,727.71	\$11,426.00	\$79,982.00
22	4' x 4' Area Inlet	4	EA	\$10,972.40	\$43,889.60	\$10,498.00	\$41,992.00
23	6" Aggregate Base Course	12,410	SY	\$10.20	\$126,582.00	\$18.00	\$223,380.00
24	2" Asphalt Concrete Hot Mix Surface Course	10,000	SY	\$19.15	\$191,500.00	\$28.00	\$280,000.00
25	3" Asphalt Concrete Hot Mix Binder Course (ACHMCB)	10,000	SY	\$23.47	\$234,700.00	\$26.00	\$260,000.00
26	Concrete Curb & Gutter	7,800	LF	\$21.45	\$167,310.00	\$32.00	\$249,600.00
27	4" Concrete Sidewalk	1,350	SY	\$61.68	\$83,268.00	\$99.00	\$133,650.00
28	4" Concrete Trail	2,550	SY	\$65.66	\$167,433.00	\$99.00	\$252,450.00
29	Concrete Apron	250	SY	\$74.11	\$18,527.50	\$125.00	\$31,250.00
30	Asphalt Driveway	500	SY	\$32.12	\$16,060.00	\$43.00	\$21,500.00
31	Seeding	2	AC	\$5,281.30	\$10,562.60	\$6,222.00	\$12,444.00
32	Sodding	6,950	SY	\$5.46	\$37,947.00	\$6.00	\$41,700.00
33	Additional Watering	5	MG	\$1,012.43	\$5,062.15	\$1,428.00	\$7,140.00
34	6" Striping (Thermoplastic)	3,000	LF	\$2.97	\$8,910.00	\$3.00	\$9,000.00
35	Pavement Symbols (Thermoplastic)	11	EA	\$545.59	\$6,001.49	\$643.00	\$7,073.00
36	Crosswalks (Thermoplastic)	275	LF	\$18.19	\$5,002.25	\$21.00	\$5,775.00
37	12" Stop Bar (Thermoplastic)	75	LF	\$18.19	\$1,364.25	\$21.00	\$1,575.00
38	Permanent Regulatory Signs	13	EA	\$394.04	\$5,122.52	\$464.00	\$6,032.00
39	Erosion Control	1	LS	\$27,028.05	\$27,028.05	\$21,639.00	\$21,639.00
40	Traffic Control & Maintenance	1	LS	\$41,539.07	\$41,539.07	\$55,091.00	\$55,091.00
41	Mobilization	1	LS	\$164,014.54	\$164,014.54	\$252,526.00	\$252,526.00
42	Chain Link Gates	2	EA	\$303.11	\$606.22	\$2,643.00	\$5,286.00
43	Barbed Wire Fence	2,700	LF	\$4.85	\$13,095.00	\$23.00	\$62,100.00
44	ADA Ramps with Cast-in-Place Tactile Panel	0	EA	\$10,000.00	\$0.00	\$0.00	\$0.00
45	Project Sign	1	EA	\$1,060.87	\$1,060.87	\$1,143.00	\$1,143.00
46	Right of Way Trees	48	EA	\$697.14	\$33,462.72	\$821.00	\$39,408.00
47	Landscape Maintenance Agreement	1	LS	\$12,124.19	\$12,124.19	\$14,282.00	\$14,282.00
48	Landscape Warranty Agreement	1	LS	\$4,243.47	\$4,243.47	\$4,997.00	\$4,997.00
49	2" Non-Metallic Conduit	1,475	LF	\$33.95	\$50,076.25	\$40.00	\$59,000.00
50	Concrete Pull Box	23	EA	\$2,315.73	\$53,261.79	\$2,728.00	\$62,744.00
51	Electrical Conductors in Non-Metallic Conduit	1,475	LF	\$14.55	\$21,461.25	\$17.00	\$25,075.00
52	Attaching Roadway Luminaires to Poles	14	EA	\$5,237.65	\$73,327.10	\$6,170.00	\$86,380.00
53	Roadway Illumination Poles w/ LED Luminaires	12	EA	\$16,573.77	\$198,885.24	\$19,525.00	\$234,300.00
53	Springdale Water & Sewer Commission Maintenance Bond	1	LS	\$3,031.04	\$3,031.04	\$15,711.00	\$15,711.00
54	Springdale Water Utilities Trench Excavation & Safety	1	LS	\$15,122.50	\$15,122.50	\$2,741.00	\$2,741.00
55	Section G18 Compliance; Cut, Cap, & Abandon Existing Water Mains & Return Items to SWU	2	LS	\$5,895.99	\$11,791.98	\$50,829.00	\$101,658.00
56	Flowable Select Trench Backfill	450	LF	\$238.24	\$107,208.00	\$251.00	\$112,950.00
57	Full Depth ARDOT Class 7 Base Trench Backfill	900	LF	\$81.84	\$73,656.00	\$126.00	\$113,400.00
58	6" C900 DR-14 PVC Water Main	20	LF	\$167.93	\$3,358.60	\$153.00	\$3,060.00
59	8" C900 DR-14 PVC Water Main	230	LF	\$154.58	\$35,553.40	\$203.00	\$46,690.00
60	12" C900 DR-14 PVC Water Main	1,200	LF	\$194.59	\$233,508.00	\$187.00	\$224,400.00
61	Restrained Joint Cement Lined Compact Ductile Iron Fittings	2,300	LB	\$39.40	\$90,620.00	\$31.00	\$71,300.00
62	8" x 8" Tapping Sleeve & Valve	1	EA	\$14,176.81	\$14,176.81	\$14,295.00	\$14,295.00
63	36" x 12" Tapping Sleeve & Valve	1	EA	\$24,288.39	\$24,288.39	\$27,231.00	\$27,231.00
64	12" x 1" Tapping Saddle	3	EA	\$3,029.83	\$9,089.49	\$843.00	\$2,529.00
65	8" x 1" Tapping Saddle	1	EA	\$2,974.06	\$2,974.06	\$790.00	\$790.00
66	1" Irrigation Meter	3	EA	\$4,025.23	\$12,075.69	\$3,849.00	\$11,547.00
67	5/8" Water Meter	4	EA	\$3,525.72	\$14,102.88	\$4,263.00	\$17,052.00
68	1" Type K Coated Copper Service Line	400	LF	\$113.05	\$45,220.00	\$138.00	\$55,200.00
69	6" Fire Hydrant Assembly w/ 6" Gate Valve	4	EA	\$9,426.56	\$37,706.24	\$11,063.00	\$44,252.00
70	Core Drill & Connect Existing Sanitary Sewer Manhole	1	EA	\$1,821.06	\$1,821.06	\$10,232.00	\$10,232.00
71	4" PVC Sewer Service	160	LF	\$199.45	\$31,912.00	\$127.00	\$20,320.00
72	12" Butterfly Valve	6	EA	\$7,903.76	\$47,422.56	\$6,081.00	\$36,486.00
73	8" Gate Valve	2	EA	\$5,420.73	\$10,841.46	\$3,654.00	\$7,308.00
74	6" Gate Valve	2	EA	\$4,426.55	\$8,853.10	\$2,683.00	\$5,366.00
75	Tracer Wire Port	3	EA	\$4,521.11	\$13,563.33	\$711.00	\$2,133.00
76	Abandon Existing Septic System and Connect to Public Sewer	1	EA	\$13,659.35	\$13,659.35	\$7,139.00	\$7,139.00
77	Cathodic Protection	1	LS	\$359,854.54	\$359,854.54	\$344,783.00	\$344,783.00
78	Water Well Abandonment	1	EA	\$7,561.86	\$7,561.86	\$7,141.00	\$7,141.00
79	Cast-in-Place Tactile Panel	320	SF	\$24.57	\$7,862.40	\$40.00	\$12,800.00
80	ADA Ramp Concrete	120	SY	\$168.93	\$20,271.60	\$361.00	\$43,320.00
TOTAL BID:					\$4,861,204.18		\$6,532,101.00

Yellow Denotes Correction of Math Error

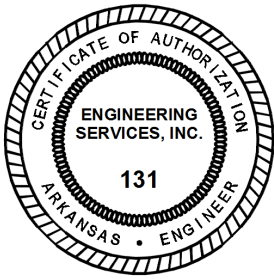
BID TABULATION SUMMARY
October 18, 2023

Kendrick Avenue Widening
City of Springdale, Arkansas
City Project 18BPS16
EDA Grant 08-01-05353

Engineering Services, Inc.
PO Box 282
Springdale, Arkansas
(479) 751-8733

BIDDER	TOTAL BID AMOUNT
Emery Sapp & Sons, Inc.	\$4,861,204.18
Crossland Heavy Contractors, Inc.	\$6,532,101.00

I hereby certify that this is a true and correct report of the bids received on October 17, 2023.



Digitally
signed by
Brandon
Rush

10/18/2023

Brandon J. Rush, P.E.
Engineering Services, Inc.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE LAND FROM CHARLES D. REDDING, JR. FOR THE SENIOR CENTER PROJECT, PROJECT NO. 23BSC1.

WHEREAS, the City of Springdale is in need of acquiring a parcel of land for the Senior Center Project, Project No. 23BSC1, said land being owned by Charles D. Redding, Jr., also known as Washington County Tax Parcel No. 815-28450-000, located at 715 Baggett St., Springdale, Washington County, Arkansas;

WHEREAS, the City of Springdale has determined by appraisal that the sum of \$230,000.00 is the estimated just compensation for the property;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$253,000.00 to acquire the land needed for the Project, said amount being justified by the nature of the property, and the increase in property values;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$23,000.00 to acquire the property needed from Mr. Redding, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring this property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the parcel of land for the Senior Center Project, Project No. 23BSC1, said lands being owned by Charles D. Redding, Jr., for the total sum of \$253,000.00 to be paid from the 2023 Senior Center Bond.

PASSED AND APPROVED this ____ day of _____, 2023.

Doug Sprouse, Mayor

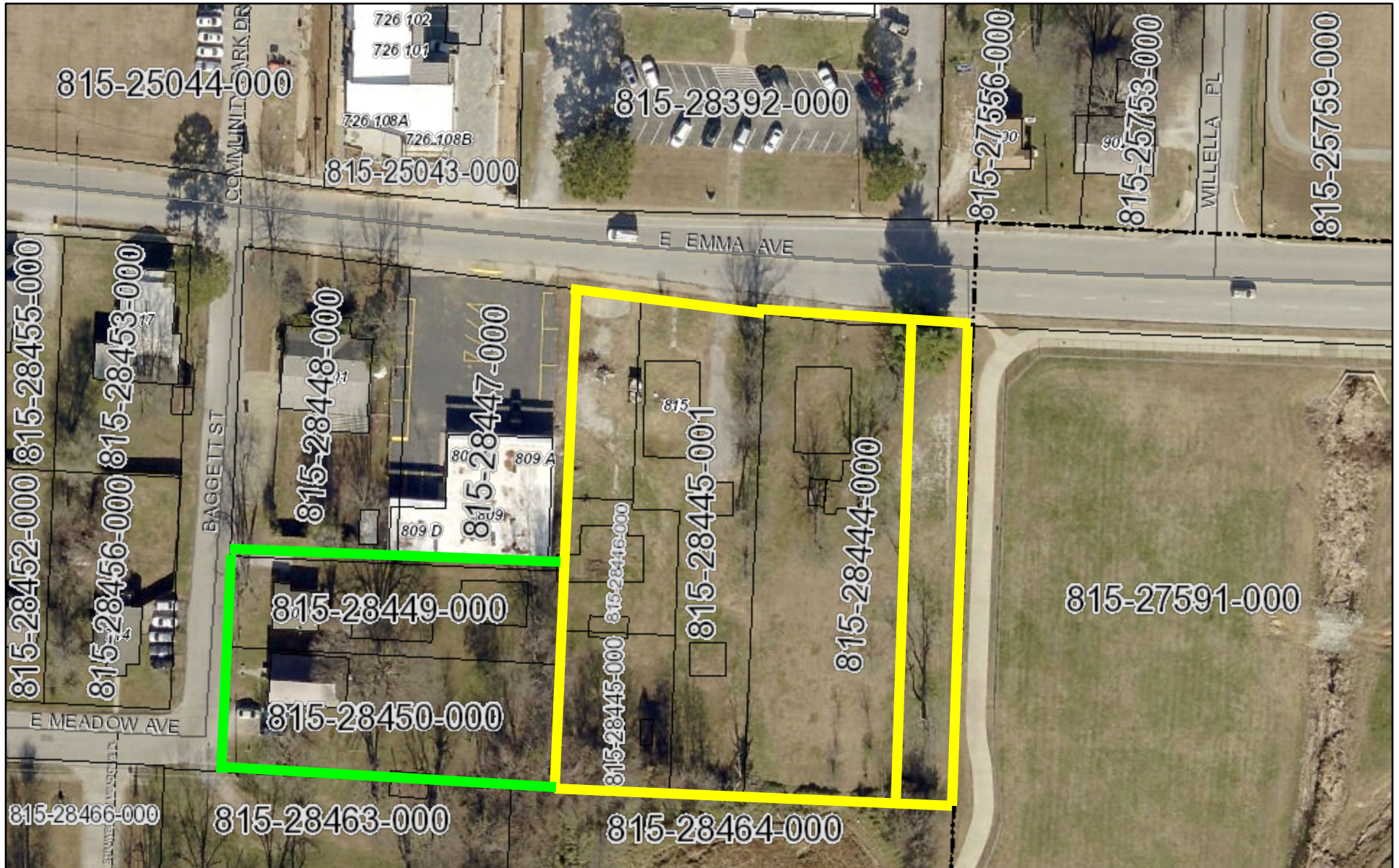
ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

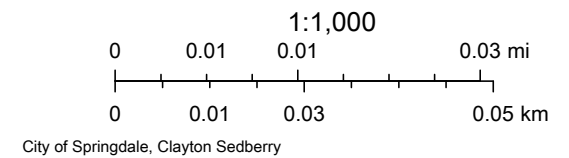
Ernest B. Cate, CITY ATTORNEY

City of Springdale Zoning Map



May 8, 2023

- | | | | |
|-------------------------------------|--------------------|--------------|-----------|
| Form-Based Code District Overlay | Benton Co. Parcels | STREAMS | LAKES |
| S.E.E.D. Overlay District - Outline | SCHOOLS | MAIN CHANNEL | Buildings |
| Washington Co. Parcels | | TRIBUTARY | RAILROAD |



APPRAISAL REPORT

ON

THE CHARLES D. REDDING, JR. PROPERTY
(.34± ACRE/15,000± SQUARE FEET);
LOCATED AT 715 BAGGETT STREET,
SPRINGDALE, ARKANSAS;
WASHINGTON COUNTY

FOR

CITY OF SPRINGDALE
SPRINGDALE, ARKANSAS

BY

REED & ASSOCIATES, INC.
3739 N. STEELE BLVD., SUITE 322
FAYETTEVILLE, ARKANSAS

FILE NO. 6711-2

AS OF

SEPTEMBER 13, 2023

Reed & Associates, Inc.

Real Estate Appraisers – Consultants

*3739 N. Steele Blvd., Suite 322, Fayetteville, AR 72703 * 479-521-6313 * Fax: 479-521-6315 * www.reedappraisal.biz*

*Tom Reed, MAI • Katie Hampton • Shannon Mueller, MAI • E. P. Scruggs III
• Blake Hopper • Ann Julian*

September 14, 2023

Colby Fulfer | Chief Of Staff

City of Springdale www.springdalear.gov

201 Spring Street, Springdale, AR 72762

RE: The Charles D. Redding, Jr. Property; Located at 715 Baggett Street, Springdale, Arkansas; Washington County

Dear Mr. Fulfer:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have examined the subject property and made a survey of the matters pertinent to the estimation of its value.

I further certify that I have no interest, present or contemplated, in the property appraised, and my fee was not contingent upon the value estimate reported.

The following real property appraisal report contains data gathered in my investigation, information from my files, and shows the method of appraisal in detail. This report is presented under the Appraisal Report Option.

Based on an analysis of relevant data, and contingent on the Assumptions and Limiting Conditions which follow and appear in the Addenda Section of this report, it is my opinion the market value of the fee simple estate of the subject property, as of September 13, 2023, was as follows:

**TWO HUNDRED THIRTY THOUSAND DOLLARS
(\$230,000)**

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE EMPLOYEE HEALTH INSURANCE RESTRICTED FUND & AUTHORIZING THE TRANSFERRING OF FUNDS FROM THE UNRESTRICTED GENERAL FUND TO THE EMPLOYEE HEALTH INSURANCE RESTRICTED FUND, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES.

WHEREAS, the City of Springdale has determined that a self-funded health insurance option will be advantageous to its employees, and

WHEREAS, the City Council for the City of Springdale, Arkansas finds that it is in the best interest of the City to create an employee health insurance restricted fund to be spent for healthcare costs related to the City of Springdale employees' health benefits, and administration thereof, and

WHEREAS, the City Council finds that the sum of \$1,250,000.00 should be transferred from the unrestricted general fund to create the Employee Health Insurance Restricted Fund;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. That the Employee Health Insurance Restricted Fund be established.

Section 2. That \$1,250,000.00 shall be transferred from the unrestricted general fund to the Employee Health Insurance Restricted Fund.

EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this 14th day of November, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT FOR
ENGINEERING SERVICES FOR SHAW FAMILY PARK
2023 BOND PROJECT NO. 23BPP3**

WHEREAS, the City of Springdale is in need of engineering services associated with the planned improvements to Shaw Family Park;

WHEREAS, Engineering Services, INC. was selected to provide engineering services for this project;

WHEREAS, the price not to exceed amount for professional services shall be \$328,150.00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

1. The Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Engineering Services, INC. for engineering services associated with the planned improvements to Shaw Family Park, in an amount not to exceed \$328,150.00, which shall be paid from 2023 bond proceeds.
2. Section 2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF SPRINGDALE, ARKANSAS

And

ENGINEERING SERVICES, INC.

for

SHAW FAMILY MUNICIPAL PARK IMPROVEMENTS

2023 MUNICIPAL BOND PROGRAM

PROJECT NO. _____

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and ENGINEERING SERVICES, INC., hereinafter referred to as the "ENGINEER", party of the second part.

The CITY intends to make the following improvements within the City of Springdale, hereinafter referred to as PROJECT:

Design and construction of improvements to the Shaw Family Municipal Park. New park improvements shall include approximately 260 new parking, concession/restroom facilities, sports fields, and other recreational amenities in accordance with the needs of the citizens of Springdale and goals of the City of Springdale Parks Department. The park improvements will be located at Shaw Municipal Park in Northwest Springdale.

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

The CITY 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 CITY as set forth below. Execution of the AGREEMENT by the CITY and the ENGINEER constitutes the CITY'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 CITY 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 Springdale, 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 CITY.

CITY: CITY OF SPRINGDALE
201 Spring Street
Springdale, AR 72764

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 CITY 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 CITY, 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 CITY to define and clarify CITY’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 CITY and will proceed in accordance with the schedule shown in Attachment “B”.
- Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

**ARTICLE III
ADDITIONAL SERVICES**

- Sec. 3.0. Additional Services are those services which may be required by the CITY 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 CITY. 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 CITY as to the necessity of CITY providing data or services of the type described in Attachment “C” and assist the CITY in obtaining such data and services.

**ARTICLE IV
RELATIONSHIP OF THE PARTIES**

- Sec. 4.0. The ENGINEER covenants with the CITY 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 CITY 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 CITY-furnished information.

ARTICLE V RESPONSIBILITIES OF THE CITY

- Sec. 5.0. The CITY 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 CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.
- Sec. 5.2. The CITY shall provide criteria and information as to CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.
- Sec. 5.4. The CITY 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 CITY 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 CITY 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 CITY will pay all fees associated with obtaining permits and approvals.
- Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY 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 CITY 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 CITY may require to ascertain that CONTRACTOR(s) is complying with any law, rule or regulation applicable to the performance of the work.

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 CITY, its officers, agents and employees against all liability, loss or damage the CITY 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 CITY to furnish timely information or to

approve or disapprove ENGINEER's work promptly, or delay or faulty performance by CITY, 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 CITY 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 CITY 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 CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice.
- Sec. 8.2. The CITY 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 CITY 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 CITY a release of all claims against the CITY 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 CITY 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 CITY'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.
- Sec 9.2. ENGINEER shall, however, also retain its rights to utilize such instruments of service (engineering documents, drawings and specifications prepared by the ENGINEER as part of the service to the CITY and tendered to the CITY) in its standard drawing details, specifications, databases, computer software, intra-office correspondence and memoranda and other proprietary property. The parties agree that said materials are the sole and valuable property of the ENGINEER and that said property constitutes trade secret information of the ENGINEER as defined by Arkansas Trade Secrets Act of 1981. The parties further recognize that the public dissemination of any such information would give a competitive edge or would provide a benefit to ENGINEER's competitors (within the meaning of Ark. Code Ann. 25-19-105(A), which would ordinarily require an expenditure of time, cost and effort to duplicate. As such, all rights to intellectual property and trade secret and proprietary information shall remain the confidential, valuable property of the ENGINEER.

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 CITY 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 CITY, 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 CITY, 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 CITY 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 CITY 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 CITY, 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 CITY, 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 CITY 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 CITY 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 CITY. 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 CITY 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 for the Project is not

exceeded. In the event ENGINEER's progress is halted at the request of the CITY or by outside factors beyond ENGINEER's control, additional time may be requested by ENGINEER and approved by CITY.

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

CITY OF SPRINGDALE, ARKANSAS

ENGINEERING SERVICES, INC.

By: _____ **By:** _____

Honorable Doug Sprouse, Mayor
Title

Brian Moore, President
Title

Attest

Attest

Denise Pearce, City Clerk
Title

Jason Appel, Secretary/Treasurer
Title

ATTACHMENT 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2023 BOND PROGRAM**

SHAW FAMILY MUNICIPAL PARK IMPROVEMENTS

PROJECT NO. _____

1. Scope of Project

- a. PROJECT DESCRIPTION: Design and construction of improvements to the Shaw Family Municipal Park. New park improvements shall include approximately 260 new parking, concession/restroom facilities, sports fields, and other recreational amenities in accordance with the needs of the citizens of Springdale and goals of the City of Springdale Parks Department. The park improvements will be located at Shaw Municipal Park in Northwest Springdale.
- b. Coordinate park design and construction of facilities with franchise utility companies' relocations.
- c. Coordinate with City of Springdale Planning Staff, Parks and Recreation Staff, and Springdale citizens through public input sessions to ensure the goals and needs of the City are incorporated into the project design.
- d. Coordinate with relevant regulatory agencies (FEMA and others) to resolve any environmental issues and obtain permits.
- e. Provide related design services including but not limited to topographic and utility surveys, geotechnical, environmental, and easement acquisition documents.
- f. Construction of this project may be bid as multiple separate contracts.

2. Basic Services

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

3. Topographic Surveys

- a. Establish survey control with a suitable number of monuments based on the

characteristics of the project site. Survey control shall be established on the State Plane Coordinate System.

- b. Locate all structures, streets, driveways, storm drains, trees larger than 4 inches in diameter, and other features on subject property or within 75 feet of property boundary, and any additional areas, features, or structures necessary to complete project design.
- c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).
- d. Set temporary bench marks on each site.
- e. All surveys shall be performed to a minimum of third order accuracy.

4. Utility Surveys and Coordination

- a. Request location and size of existing overhead and underground utilities from the utility companies.
- 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 City.
- c. Using utility field survey data, show existing utilities on plans.
- d. Submit a half-size copy of the plans at each plan development phase. 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. ENGINEER will arrange all meetings with utility companies.
- e. Review utility adjustment plans and costs with CITY to determine most feasible combination of construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY to accommodate utility relocations, including identification of utility easements on plans.

5. Geotechnical Investigations

- a. Perform geotechnical investigations in accordance with CITY criteria.
- b. Perform sampling of subgrade soils by boring and excavation of test pits. Boring or test pits shall be provided at planned locations of structures. A test pit shall be completed for every 4 borings taken. Provide a boring and test pit plan for

approval before beginning work.

- c. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to 10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform CITY of suspected hazardous substances encountered.
- d. After establishment of final grading plan, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade (for interior streets and parking lots) assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, stabilization with admixtures and/or utilization of geotextile/geogrid materials, utilization of permanent underdrains, and/or other construction methods or materials to achieve a stable subgrade under all proposed structures which require subgrade to meet specific criteria.
- e. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

6. Preliminary Design Phase

- a. Prepare drawings on CITY standard sheet templates showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 ft, 30ft, or 50ft based on what is needed to show the level of detail required and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:
 - i. Perform drainage design calculations and show all existing and proposed drainage facilities on the plans. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be furnished showing sub areas for each inlet. Preliminary hydrology data shall include runoff quantities for the 10 and 100 year design storms.
 - ii. Identify water and sewer facilities requiring relocation. Meet with Springdale Water Utilities to develop project approach for water and sewer designs.
 - iii. Provide list of Engineer-developed details to be incorporated into plans.
 - iv. Draft preliminary notes on plans to fully describe the construction work to be performed.

- v. Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing.
- vi. Prepare preliminary storm water and erosion control plans.
- vii. Prepare draft copy of special provisions (special conditions) to the construction specifications.
- viii. Prepare preliminary cost estimates for project construction.
- ix. Provide design report including calculations and support data.
- b. Attend monthly design progress meetings with CITY.
- c. Provide written response to design review comments provided by CITY.

7. Easement Document Preparation

- a. Prepare individual easement documents as necessary. This may include right-of-way, drainage, utility or temporary construction easements. Drawing and legal descriptions shall be on letter size paper. (Only if needed)

8. Final Design Phase

- a. Prepare final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, and other items. All plan sheets are to use CITY standard sheet templates.
- b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks, pavement markings, ball fields, concessions buildings, utility buildings, restroom facilities, trails, fencing, lighting and other proposed park amenities utilizing the CITY format and standard detail drawings where applicable
- c. Prepare final special provisions (special conditions) to the construction contract for items not included in the CITY Standard Construction Specifications, including building demolition.
- d. Calculate construction quantities in accordance with the CITY standard construction specifications and format and submit copy of calculations.
- e. Provide construction bid proposal form in accordance with CITY format.

- f. Recommend construction contract time.
- g. Prepare complete construction specifications using City standard documents as available.
- h. Prepare opinions of probable costs.
- i. Prepare design report to include complete calculations and data.
- j. Attend monthly design progress meeting with CITY.
- k. Prepare written response to design review comments provided by CITY.
- l. Prepare a Storm Water Pollution Prevention Plan (SWPPP). According to ADEQ requirements, complete SWPPP application, for submittal, either, by the City to ADEQ, or for small acreage, permitting by the City. Plan details shall provide Contractor with necessary details to maintain a SWPPP.

9. 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.

10. 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.
- c. 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 CITY 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.
- d. Furnish a Construction Observer 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 CITY 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 CITY 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 CITY 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 CITY.

(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.
- e. Attend progress/coordination meetings with the CITY/Contractor.
 - f. Set up, prepare for and attend utilities coordination meeting.
 - g. 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 CITY, prepare change orders for changes in the work from that originally provided for in the construction contract documents.
 - i. Attend, along with the CITY's representatives, a final inspection of the project, and prepare a deficiency list to be submitted to the contractor.
 - j. Review and Approve all pay applications from the Contractor.

11. Project Deliverables

- a. One copy hardcopy and one PDF copy of the Geotechnical Report.
- b. One copy hardcopy and one PDF copy of the hydraulic modeling calculations and drainage design.
- c. One copy hardcopy and one PDF copy of the Concept Plans, design report and cost estimates.
- d. One copy hardcopy and one PDF copy of the Preliminary Plans, design report, cost estimates and other supporting documents.
- e. One copy of applicable sheets of the Concept, Preliminary, and Final Plans to each potentially affected utility company. Copies will be either hardcopy or PDF

per utility company preference.

- f. One copy hardcopy and one PDF copy of the Final Plans, Specifications, design report, cost estimates and other supporting documents.
- g. One copy hardcopy and one PDF copy of the revised Final Plans and Specifications (Bid Set), design report, cost estimates and other supporting documents.
- h. Two full size and two half-size copies of the Construction Plans.
- i. One copy hardcopy and one PDF copy of the executed contract, and two copies of the construction specifications, including addenda.
- j. Three copies of the Final Plans and Specifications to the Contractor.
- k. One copy hardcopy and one PDF copy of the easement plans and acquisition documents.
- l. Electronic files as requested.

12. General

- a. All street construction, if required, shall follow the guidelines described in the City of Springdale Street Design Standards.
- b. Plans shall be provided on standard City of Springdale plan sheet templates to be provided. All layers, linetypes, fonts, etc. shall conform to the standard templates.
- c. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide preliminary and final plans on computer disk in a PDF format.
- d. Record drawings shall be provided on computer disk in PDF format in addition to the reproducible drawings.
- e. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.
- f. 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".
- g. The ENGINEER should anticipate a 5 business day review period by the CITY between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.

- h. The plans, specifications, and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract. Demolition of building structures, if required, will be included in the construction contract.

ATTACHMENT “B”

SCHEDULE

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

2023 BOND PROGRAM

SHAW FAMILY MUNICIPAL PARK IMPROVEMENTS

PROJECT NO. _____

The ENGINEER shall begin work under this AGREEMENT within ten (10) calendar days of issuance of Notice to Proceed and shall complete the work in accordance with the schedule below:

- Surveys – Topo and Utility 60 calendar days from Notice to Proceed
- Preliminary Design 90 calendar days from Notice to Proceed
- Final Design 60 calendar days after approval of Preliminary Design

In the event ENGINEER’s progress is halted at the request of the CITY or by other outside factors beyond ENGINEER’s control additional time may be requested by ENGINEER and approved by CITY.

ATTACHMENT “C”

ADDITIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2023 BOND PROGRAM**

**SHAW FAMILY MUNICIPAL PARK PROJECT
PROJECT NO. _____**

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 CITY’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.
- Preparing to serve or serving as a consultant or witness for CITY 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 CITY 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, CITY’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 CITY 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 CITY'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.
- Providing environmental surveys, permitting support, and/or major drainage studies.
- Preparing CLOMR/LOMR documents

ATTACHMENT “D”

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2023 BOND PROGRAM**

**SHAW FAMILY MUNICIPAL PARK PROJECT
PROJECT NO. _____**

- CITY shall pay ENGINEER for Basic Services rendered by the hour not to exceed the amounts as stated below, plus \$15,000 for Geotechnical Investigation, plus \$89,000 for Architectural Services, and approved reimbursable expenses.

APPENDIX A - ANTICIPATED PROJECT DESIGN COSTS			
SHAW FAMILY MUNICIPAL PARK IMPROVEMENTS			
CONSULTANT COSTS			
TOPOGRAPHIC, UTILITY, ROW, AND PROPERTY SURVEYS			\$8,175.00
CONCEPTUAL/PRELIMINARY DESIGN			\$58,750.00
FINAL DESIGN			\$70,825.00
BID AND AWARD PHASE SERVICES			\$8,550.00
TITLE II SERVICES (POST AWARD SERVICES)			\$6,925.00
CONSTRUCTION ADMIN SERVICES			\$70,925.00
		SUBTOTAL - CONSULTANT COSTS:	<u>\$224,150.00</u>
SUBCONSULTANT COSTS			
Geotechnical Subconsultant			\$15,000.00
Architectural Subconsultant (Including Mechanical, Electrical, Plumbing, and Structural Engineering)			\$89,000.00
		TOTAL PROJECT DESIGN COSTS:	\$328,150.00

- Manhour projections for each phase are shown on the following page(s). Hours in each phase may be adjusted to meet the need for that phase, however the total hourly time for the complete project shall not be exceeded.
- CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and any Additional Services. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

Title Work (By City)	\$ 0
Utility Locates (By City)	\$ 0
Other Reimbursable Allowance	\$ 3,000
SUB-TOTAL Reimbursable Expenses	\$ <u>3,000</u>

- Construction Administration/Phase Services: CITY shall pay ENGINEER for Construction Phase Services rendered by the hour, plus any approved reimbursable expenses. Payments for Construction Phase Services shall be made monthly and shall be by the hour for services rendered during that time period as shown on the Attached Exhibit “1”.
- The maximum payment to the ENGINEER for Basic Services shall be by the hour as stated above and Construction Services under this Agreement, plus \$15,000 for Geotechnical Investigation, plus \$89,000 for Architectural Services, and approved reimbursable expenses.
- Additional Services: Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by CITY prior to rendering of same. CITY 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 Attached Exhibit “1”, plus approved Reimbursable Expenses and ENGINEER’S Consultant charges, if any. For ENGINEER’S Consultant charges, the CITY 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 CITY that specifically states the scope of work to be accomplished and paid for under the additional services allowance.

SUB-TOTAL Additional Services Allowance \$ 20,000 .

- CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the CITY 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 \$ 10,000 .

- The maximum payment to the ENGINEER for Additional Services and Reimbursable Expenses under this Agreement shall not exceed \$ 30,000 .
- 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 in Exhibit 1. 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, landscape 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, including Consultant travel, lodging, and meals. Any and all expenditures for reimbursable expenses must be approved by the CITY prior to rendering or obtaining same. Overtime salary costs are not considered Reimbursable Expenses.

ANTICIPATED MANHOURS AND SALARY COSTS - SHAW FAMILY MUNICIPAL PARK IMPROVEMENTS

CONSULTANT COSTS

A: TOPOGRAPHIC SURVEY

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer/LA (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	2-Man Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
TOPOGRAPHIC & UTILITY SURVEYS					
Establish Control			2	2	2
Topographic Surveys		1	1	5	16
Utility Surveys (Locate all Utilities)				1	2
Locate Soil Borings and Test Pits	1	1		2	2
MANHOURS FOR TOPOGRAPHIC & UTILITY SURVEYS :	1	2	3	10	22
SALARY COSTS FOR A: SURVEYS:	\$300.00	\$450.00	\$675.00	\$1,250.00	\$5,500.00
TOTAL MANHOURS:	38				
TOTAL SALARY COSTS:					\$8,175.00

B: PRELIMINARY LSD DESIGN

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer/LA (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Develop Preliminary LSD Design Plans	28	95		115	
Drainage Design and Drainage Area Map	2	8		4	
Coordination with Utility Companies		4			
Owner Meetings and Coordination	6	6			
Develop Opinion of Probable Construction Cost	1	2			
Internal Review and Revisions	6	14	2	12	
MANHOURS FOR B: PRELIMINARY LSD DESIGN:	43	129	2	131	0
SALARY COSTS FOR B: PRELIMINARY LSD DESIGN:	\$12,900.00	\$29,025.00	\$450.00	\$16,375.00	\$0.00
TOTAL MANHOURS:	305				
TOTAL SALARY COSTS:					\$58,750.00

C: FINAL LSD DESIGN

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Address Preliminary Design Review Comments	2	8		12	
Prepare Final Design Plans	20	90		122	
Drainage Design	1	16		8	
Stormwater/Erosion Control Plans		2		6	
Develop Special Provisions/Conditions	2	8		2	
Coordination with Utility Companies		1			
Owner Meetings and Coordination	6	6			
Update Opinion of Probable Construction Cost	2	4			
Internal Review and Revisions	4	8		12	
Address Final Design Review Comments	2	12		32	
MANHOURS FOR C: FINAL LSD DESIGN:	39	155	0	194	0
SALARY COSTS FOR C: FINAL LSD DESIGN:	\$11,700.00	\$34,875.00	\$0.00	\$24,250.00	\$0.00
TOTAL MANHOURS:	388				
TOTAL SALARY COSTS:					\$70,825.00

D: CONTRACT BID AND AWARD TO BE COORDINATED WITH MILESTONE CONSTRUCTION

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Bid Document Preparation and Distribution	6	16			
Receive/Respond to Inquiries and Issue Addenda	1	2			
Construction Contract Preparation	2	8			
MANHOURS FOR D: CONTRACT BID AND AWARD:	9	26	0	0	0
SALARY COSTS FOR CONTRACT BID AND AWARD:	\$2,700.00	\$5,850.00	\$0.00	\$0.00	\$0.00
TOTAL MANHOURS:	35				
TOTAL SALARY COSTS:					\$8,550.00

E: Title II Services

TASK DESCRIPTIONS / ITEMS OF WORK	SALARY COSTS				
	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Verify and Set Control			1	2	2
Pre-Construction Meeting with City	2	2			
Coordinate Final Plans and Specifications for Construction	4	12		8	
MANHOURS FOR E: TITLE II SERVICES:	6	14	1	10	2
SALARY COSTS FOR E: TITLE II SERVICES:	\$1,800.00	\$3,150.00	\$225.00	\$1,250.00	\$500.00
TOTAL MANHOURS:	33				
TOTAL SALARY COSTS:					\$6,925.00

F: CONSTRUCTION ADMINISTRATION SERVICES

TASK DESCRIPTIONS / ITEMS OF WORK	SALARY COSTS				
	Engineer (Principal)	Engineer (Project/Design)	Construction Observer	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
On-Site Construction Observations			270		
OAC Meetings and Engineer Site Visits	55	12			
As-Built Plans, Close Out, Final Inspection	6	15	8	24	12
Pay Application Review and Approval	13	4	8		
MANHOURS FOR F: CA SERVICES:	74	31	286	24	12
SALARY COSTS FOR F: CA SERVICES:	\$22,200.00	\$6,975.00	\$35,750.00	\$3,000.00	\$3,000.00
TOTAL MANHOURS:	427				
TOTAL SALARY COSTS:					\$70,925.00

EXHIBIT 1

ENGINEER'S HOURLY RATES

<u>CLASSIFICATION</u>	<u>RATE / HOUR</u>
Engineer (Principal)	\$ 300.00
Engineer (Project)	\$ 225.00
Engineer (Design)	\$ 170.00
Surveyor (PLS)	\$ 225.00
Landscape Architect	\$ 225.00
Technician / Draftsman	\$ 125.00
Construction Observer	\$ 125.00
Clerical	\$ 85.00
Survey Crew (Two-Man Crew)	\$ 250.00
Survey Crew (Three-Man Crew)	\$ 300.00

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT FOR
ENGINEERING SERVICES FOR C.L. & WILLIE GEORGE
PARK IMPROVEMENTS
2023 BOND PROJECT NO. 23BPP4**

WHEREAS, the City of Springdale is in need of engineering services associated with the planned improvements to C.L. & Willie George Park;

WHEREAS, Engineering Services, INC. was selected to provide engineering services for this project;

WHEREAS, the price not to exceed amount for professional services shall be \$169,850.00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

1. The Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Engineering Services. Inc, for engineering services associated with the planned improvements to C.L. & Willie George Park, in an amount not to exceed \$169,850.00, which shall be paid from 2023 bond proceeds.
2. Section 2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF SPRINGDALE, ARKANSAS

And

ENGINEERING SERVICES, INC.

for

CI GEORGE MUNICIPAL PARK IMPROVEMENTS

2023 MUNICIPAL BOND PROGRAM

PROJECT NO. _____

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and ENGINEERING SERVICES, INC., hereinafter referred to as the "ENGINEER", party of the second part.

The CITY intends to make the following improvements within the City of Springdale, hereinafter referred to as PROJECT:

Design and construction of improvements to the CL George Municipal Park. New park improvements shall include a 100 space new parking lot located between the splash pad and Hylton Road on the west side of the park and an optional 42 space new parking lot located near the football field on the east side of the park in accordance with the needs of the citizens of Springdale and goals of the City of Springdale Parks Department.

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

The CITY 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 CITY as set forth below. Execution of the AGREEMENT by the CITY and the ENGINEER constitutes the CITY'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 CITY 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 Springdale, 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 CITY.

CITY: CITY OF SPRINGDALE
201 Spring Street
Springdale, AR 72764

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 CITY 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 CITY, 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 CITY to define and clarify CITY’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 CITY and will proceed in accordance with the schedule shown in Attachment “B”.
- Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

ARTICLE III ADDITIONAL SERVICES

- Sec. 3.0. Additional Services are those services which may be required by the CITY 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 CITY. 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 CITY as to the necessity of CITY providing data or services of the type described in Attachment “C” and assist the CITY in obtaining such data and services.

ARTICLE IV RELATIONSHIP OF THE PARTIES

- Sec. 4.0. The ENGINEER covenants with the CITY 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 CITY 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 CITY-furnished information.

ARTICLE V RESPONSIBILITIES OF THE CITY

- Sec. 5.0. The CITY 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 CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.
- Sec. 5.2. The CITY shall provide criteria and information as to CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.
- Sec. 5.4. The CITY 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 CITY 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 CITY 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 CITY will pay all fees associated with obtaining permits and approvals.
- Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY 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 CITY 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 CITY

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 CITY, its officers, agents and employees against all liability, loss or damage the CITY 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 CITY to furnish timely information or to approve or disapprove ENGINEER's work promptly, or delay or faulty performance by CITY, 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 CITY 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 CITY 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 CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice.

Sec. 8.2. The CITY 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 CITY 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 CITY a release of all claims against the CITY 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 CITY 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 CITY'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.
- Sec 9.2. ENGINEER shall, however, also retain its rights to utilize such instruments of service (engineering documents, drawings and specifications prepared by the ENGINEER as part of the service to the CITY and tendered to the CITY) in its standard drawing details, specifications, databases, computer software, intra-office correspondence and memoranda and other proprietary property. The parties agree that said materials are the sole and valuable property of the ENGINEER and that said property constitutes trade secret information of the ENGINEER as defined by Arkansas Trade Secrets Act of 1981. The parties further recognize that the public dissemination of any such information would give a competitive edge or would provide a benefit to ENGINEER's competitors (within the meaning of Ark. Code Ann. 25-19-105(A), which would ordinarily require an expenditure of time, cost and effort to duplicate. As such, all rights to intellectual property and trade secret and proprietary information shall remain the confidential, valuable property of the ENGINEER.

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 CITY 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 CITY, 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 CITY, 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 CITY 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 CITY 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 CITY, 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 CITY, 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 CITY 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 CITY 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 CITY. 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 CITY 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 for the Project is not exceeded. In the event ENGINEER's progress is halted at the request of the CITY or by outside factors beyond ENGINEER's control, additional time may be requested by ENGINEER and approved by CITY.

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

CITY OF SPRINGDALE, ARKANSAS

ENGINEERING SERVICES, INC.

By: _____ **By:** _____

Honorable Doug Sprouse, Mayor
Title

Brian Moore, President
Title

Attest

Attest

Denise Pearce, City Clerk
Title

Jason Appel, Secretary/Treasurer
Title

ATTACHMENT 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2023 BOND PROGRAM**

CL GEORGE MUNICIPAL PARK IMPROVEMENTS

PROJECT NO. _____

1. Scope of Project

- a. PROJECT DESCRIPTION: Design and construction of improvements to the CL George Municipal Park. New Park improvements shall include a 100 space new parking lot located between the splash pad and Hylton Road on the west side of the park and an optional 42 space new parking lot located near the football field on the east side of the park in accordance with the needs of the citizens of Springdale and goals of the City of Springdale Parks Department.
- b. Coordinate Park design and construction of facilities with franchise utility companies' relocations.
- c. Coordinate with City of Springdale Planning Staff, Parks and Recreation Staff, and Springdale citizens through public input sessions to ensure the goals and needs of the City are incorporated into the project design.
- d. Coordinate with relevant regulatory agencies (FEMA and others) to resolve any environmental issues and obtain permits.
- e. Provide related design services including but not limited to topographic and utility surveys, geotechnical, environmental, and easement acquisition documents.
- f. Construction of this project may be bid as multiple separate contracts.

2. Basic Services

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

3. Topographic Surveys

- a. Establish survey control with a suitable number of monuments based on the

characteristics of the project site. Survey control shall be established on the State Plane Coordinate System.

- b. Locate all structures, streets, driveways, storm drains, trees larger than 4 inches in diameter, and other features on subject property or within 75 feet of property boundary, and any additional areas, features, or structures necessary to complete project design.
- c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).
- d. Set temporary bench marks on each site.
- e. All surveys shall be performed to a minimum of third order accuracy.

4. Utility Surveys and Coordination

- a. Request location and size of existing overhead and underground utilities from the utility companies.
- 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 City.
- c. Using utility field survey data, show existing utilities on plans.
- d. Submit a half-size copy of the plans at each plan development phase. 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. ENGINEER will arrange all meetings with utility companies.
- e. Review utility adjustment plans and costs with CITY to determine most feasible combination of construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY to accommodate utility relocations, including identification of utility easements on plans.

5. Geotechnical Investigations

- a. Perform geotechnical investigations in accordance with AASHTO, AHTD, and CITY criteria.
- b. Perform sampling of subgrade soils by boring and excavation of test pits. Boring or test pits shall be provided at planned locations of structures. A test pit shall be

completed for every 4 borings taken. Provide a boring and test pit plan for approval before beginning work.

- c. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to 10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform CITY of suspected hazardous substances encountered.
- d. After establishment of final grading plan, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade (for interior streets and parking lots) assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, stabilization with admixtures and/or utilization of geotextile/geogrid materials, utilization of permanent underdrains, and/or other construction methods or materials to achieve a stable subgrade under all proposed structures which require subgrade to meet specific criteria.
- e. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

6. Preliminary Design Phase

- a. Prepare drawings on CITY standard sheet templates showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 ft, 30ft, or 50ft based on what is needed to show the level of detail required and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:
 - i. Perform drainage design calculations and show all existing and proposed drainage facilities on the plans. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be furnished showing sub areas for each inlet. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50, and 100 year design storms.
 - ii. Identify water and sewer facilities requiring relocation. Meet with Springdale Water Utilities to develop project approach for water and sewer designs.
 - iii. Provide list of Engineer-developed details to be incorporated into plans.

- iv. Draft preliminary notes on plans to fully describe the construction work to be performed.
 - v. Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing.
 - vi. Prepare preliminary storm water and erosion control plans.
 - vii. Prepare draft copy of special provisions (special conditions) to the construction specifications.
 - viii. Prepare preliminary cost estimates for project construction.
 - ix. Provide design report including calculations and support data.
- b. Attend monthly design progress meetings with CITY.
 - c. Provide written response to design review comments provided by CITY.

7. Easement Document Preparation

- a. Easement document preparation should not begin before review and approval of the 60% complete (preliminary) plans.
- b. Prepare individual easement documents as necessary. This may include right-of-way, drainage, utility or temporary construction easements. Drawing and legal descriptions shall be on letter size paper.
- c. Easement document shall include title, parcel number, CITY project number, tract number (if applicable), property description, description of easement, and whatever else necessary for a legal easement.
- d. Easement drawing 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 CITY shall make all contact with the individual property owners for the actual acquisition of easement and its execution thereof.
- f. Both one hard-copy, and one electronic copy of the drawing and description shall be provided. Electronic drawing shall be provided in AutoCAD format. At the discretion of the CITY a .pdf drawing may be requested.

8. Final Design Phase

- a. Prepare final design calculations, plans, profiles, details, paving sections, cross

sections, pavement designs, and other items. All plan sheets are to use CITY standard sheet templates.

- b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks, pavement markings, ball fields, concessions buildings, utility buildings, restroom facilities, trails, fencing, lighting and other proposed park amenities utilizing the CITY format and standard detail drawings where applicable
- c. Prepare final special provisions (special conditions) to the construction contract for items not included in the CITY Standard Construction Specifications, including building demolition.
- d. Calculate construction quantities in accordance with the CITY standard construction specifications and format and submit copy of calculations.
- e. Provide construction bid proposal form in accordance with CITY format.
- f. Recommend construction contract time.
- g. Prepare complete construction specifications using City standard documents as available.
- h. Prepare opinions of probable costs.
- i. Prepare design report to include complete calculations and data.
- j. Attend monthly design progress meeting with CITY.
- k. Prepare written response to design review comments provided by CITY.
- l. Prepare a Storm Water Pollution Prevention Plan (SWPPP). According to ADEQ requirements, complete SWPPP application, for submittal, either, by the City to ADEQ, or for small acreage, permitting by the City. Plan details shall provide Contractor with necessary details to maintain a SWPPP.

9. 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.

10. 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.
- c. 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 CITY 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.
- d. Furnish a Construction Observer 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 CITY 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 CITY 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 CITY 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 CITY.

(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.

e. Attend progress/coordination meetings with the CITY/Contractor.

f. Set up, prepare for and attend utilities coordination meeting.

g. 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 CITY, prepare change orders for changes in the work from that originally provided for in the construction contract documents.

i. Attend, along with the CITY’s representatives, a final inspection of the project, and prepare a deficiency list to be submitted to the contractor.

- j. Review and Approve all pay applications from the Contractor.

11. Project Deliverables

- a. One copy hardcopy and one PDF copy of the Geotechnical Report.
- b. One copy hardcopy and one PDF copy of the hydraulic modeling calculations and drainage design.
- c. One copy hardcopy and one PDF copy of the Concept Plans, design report and cost estimates.
- d. One copy hardcopy and one PDF copy of the Preliminary Plans, design report, cost estimates and other supporting documents.
- e. One copy of applicable sheets of the Concept, Preliminary, and Final Plans to each potentially affected utility company. Copies will be either hardcopy or PDF per utility company preference.
- f. One copy hardcopy and one PDF copy of the Final Plans, Specifications, design report, cost estimates and other supporting documents.
- g. One copy hardcopy and one PDF copy of the revised Final Plans and Specifications (Bid Set), design report, cost estimates and other supporting documents.
- h. Two full size and two half-size copies of the Construction Plans.
- i. One copy hardcopy and one PDF copy of the executed contract, and two copies of the construction specifications, including addenda.
- j. Three copies of the Final Plans and Specifications to the Contractor.
- k. One copy hardcopy and one PDF copy of the easement plans and acquisition documents.
- l. Electronic files as requested.

12. General

- a. All street construction, if required, shall follow the guidelines described in the City of Springdale Street Design Standards.
- b. Plans shall be provided on standard City of Springdale plan sheet templates to be provided. All layers, linetypes, fonts, etc. shall conform to the standard templates.

- c. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide preliminary and final plans on computer disk in a PDF format.
- d. Record drawings shall be provided on computer disk in PDF format in addition to the reproducible drawings.
- e. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.
- f. 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".
- g. The ENGINEER should anticipate a 5 business day review period by the CITY between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
- h. The plans, specifications, and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract. Demolition of building structures, if required, will be included in the construction contract.

ATTACHMENT “B”

SCHEDULE

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

2023 BOND PROGRAM

CL GEORGE MUNICIPAL PARK IMPROVEMENTS

PROJECT NO. _____

The ENGINEER shall begin work under this AGREEMENT within ten (10) calendar days of issuance of Notice to Proceed and shall complete the work in accordance with the schedule below:

- Surveys – Topo and Utility 60 calendar days from Notice to Proceed
- Preliminary Design 90 calendar days from Notice to Proceed
- Final Design 60 calendar days after approval of Preliminary Design

In the event ENGINEER’s progress is halted at the request of the CITY or by other outside factors beyond ENGINEER’s control additional time may be requested by ENGINEER and approved by CITY.

ATTACHMENT “C”

ADDITIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2023 BOND PROGRAM**

**CL GEORGE MUNICIPAL PARK IMPROVEMENTS
PROJECT NO. _____**

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 CITY’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.
- Preparing to serve or serving as a consultant or witness for CITY 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 CITY 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, CITY’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 CITY 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 CITY'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.
- Providing environmental surveys, permitting support, and/or major drainage studies.
- Preparing CLOMR/LOMR documents

ATTACHMENT “D”

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
2023 BOND PROGRAM**

**CL GEORGE MUNICIPAL PARK IMPROVEMENTS
PROJECT NO. _____**

- CITY shall pay ENGINEER for Basic Services rendered by the hour not to exceed the amounts as stated below, plus \$15,000 for Geotechnical Investigation, and approved reimbursable expenses.

APPENDIX A - ANTICIPATED PROJECT DESIGN COSTS			
CL GEORGE MUNICIPAL PARK IMPROVEMENTS			
CONSULTANT COSTS - WEST PARKING AREA (APPROX. 100 SPACES)			
TOPOGRAPHIC, UTILITY, ROW, AND PROPERTY SURVEYS			\$4,875.00
CONCEPTUAL/PRELIMINARY DESIGN			\$25,975.00
FINAL DESIGN			\$32,300.00
BID AND AWARD PHASE SERVICES			\$5,250.00
TITLE II SERVICES (POST AWARD SERVICES)			\$3,800.00
CONSTRUCTION ADMIN SERVICES			\$36,325.00
		SUBTOTAL - CONSULTANT COSTS:	<u>\$108,525.00</u>
CONSULTANT COSTS - EAST PARKING AREA (APPROX. 42 SPACES) - IF DESIGNED/NEEDED			
TOPOGRAPHIC, UTILITY, ROW, AND PROPERTY SURVEYS			\$3,150.00
CONCEPTUAL/PRELIMINARY DESIGN			\$9,200.00
FINAL DESIGN			\$13,325.00
BID AND AWARD PHASE SERVICES			\$2,025.00
TITLE II SERVICES (POST AWARD SERVICES)			\$2,250.00
CONSTRUCTION ADMIN SERVICES			\$16,375.00
		SUBTOTAL - CONSULTANT COSTS:	<u>\$46,325.00</u>
SUBCONSULTANT COSTS			
Geotechnical Subconsultant			\$15,000.00
		TOTAL PROJECT DESIGN COSTS:	<u>\$169,850.00</u>

- Manhour projections for each phase are shown on the following page(s). Hours in each phase may be adjusted to meet the need for that phase, however the total hourly time for the complete project shall not be exceeded.

- CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and any Additional Services. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

Title Work (By City)	\$ 0
Utility Locates (By City)	\$ 0
Other Reimbursable Allowance	\$ 3,000
SUB-TOTAL Reimbursable Expenses	\$ <u>3,000</u>

- Construction Administration/Phase Services: CITY shall pay ENGINEER for Construction Phase Services rendered by the hour, plus any approved reimbursable expenses. Payments for Construction Phase Services shall be made monthly and shall be by the hour for services rendered during that time period as shown on the Attached Exhibit “1”.
- The maximum payment to the ENGINEER for Basic Services shall be by the hour as stated above and Construction Services under this Agreement, plus \$15,000 for Geotechnical Investigation, and approved reimbursable expenses.
- Additional Services: Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by CITY prior to rendering of same. CITY 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 Attached Exhibit “1”, plus approved Reimbursable Expenses and ENGINEER’S Consultant charges, if any. For ENGINEER’S Consultant charges, the CITY 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 CITY that specifically states the scope of work to be accomplished and paid for under the additional services allowance.

SUB-TOTAL Additional Services Allowance \$ 20,000 .

- CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the CITY 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 \$ 10,000 .

- The maximum payment to the ENGINEER for Additional Services and Reimbursable Expenses under this Agreement shall not exceed \$ 30,000 .
- 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 in Exhibit 1. 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, landscape 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, including Consultant travel, lodging, and meals. Any and all expenditures for reimbursable expenses must be approved by the CITY prior to rendering or obtaining same. Overtime salary costs are not considered Reimbursable Expenses.

ANTICIPATED MANHOURS AND SALARY COSTS-CL GEORGE MUNICIPAL PARK IMPROVEMENTS

CONSULTANT COSTS - WEST PARKING AREA (APPROX. 100 SPACES)

A: TOPOGRAPHIC SURVEY

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer/LA (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	2-Man Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
TOPOGRAPHIC & UTILITY SURVEYS					
Establish Control			1	1	2
Topographic Surveys		1	1	2	8
Utility Surveys (Locate all Utilities)				1	1
Locate Soil Borings and Test Pits		1	1	2	1
MANHOURS FOR TOPOGRAPHIC & UTILITY SURVEYS :	0	2	3	6	12
SALARY COSTS FOR A: SURVEYS:	\$0.00	\$450.00	\$675.00	\$750.00	\$3,000.00
TOTAL MANHOURS:	23		TOTAL SALARY COSTS:	\$4,875.00	

B: PRELIMINARY LSD DESIGN

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer/LA (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Develop Preliminary LSD Design Plans	8	36		48	
Drainage Design and Drainage Area Map	3	4		4	
Coordination with Utility Companies		4			
Owner Meetings and Coordination	3	3			
Develop Opinion of Probable Construction Cost	1	2			
Internal Review and Revisions	3	6	2	10	
MANHOURS FOR B: PRELIMINARY STREET DESIGN:	18	55	2	62	0
SALARY COSTS FOR B: PRELIMINARY STREET DESIGN:	\$5,400.00	\$12,375.00	\$450.00	\$7,750.00	\$0.00
TOTAL MANHOURS:	137		TOTAL SALARY COSTS:	\$25,975.00	

C: FINAL LSD DESIGN

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Address Preliminary Design Review Comments	1	6		8	
Prepare Final Design Plans	8	30		48	
Drainage Design	1	8		2	
Stormwater/Erosion Control Plans		2		6	
Develop Special Provisions/Conditions	2	6		2	
Coordination with Utility Companies		1			
Owner Meetings and Coordination	3	3			
Update Opinion of Probable Construction Cost	1	2			
Internal Review and Revisions	2	4		6	
Address Final Design Review Comments	2	6		16	
MANHOURS FOR C: FINAL STREET DESIGN:	20	68	0	88	0
SALARY COSTS FOR C: FINAL STREET DESIGN:	\$6,000.00	\$15,300.00	\$0.00	\$11,000.00	\$0.00
TOTAL MANHOURS:	176		TOTAL SALARY COSTS:	\$32,300.00	

D: CONTRACT BID AND AWARD TO BE COORDINATED WITH MILESTONE CONSTRUCTION

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Bid Document Preparation and Distribution	4	8			
Receive/Respond to Inquiries and Issue Addenda	1	2			
Construction Contract Preparation	2	4			
MANHOURS FOR D: CONTRACT BID AND AWARD:	7	14	0	0	0
SALARY COSTS FOR CONTRACT BID AND AWARD:	\$2,100.00	\$3,150.00	\$0.00	\$0.00	\$0.00
TOTAL MANHOURS:	21		TOTAL SALARY COSTS:	\$5,250.00	

E: Title II Services

TASK DESCRIPTIONS / ITEMS OF WORK	SALARY COSTS				
	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Verify and Set Control			1	2	1
Pre-Construction Meeting with City	1	2			
Coordinate Final Plans and Specifications for Construction	2	6		3	
MANHOURS FOR E: TITLE II SERVICES:	3	8	1	5	1
SALARY COSTS FOR E: TITLE II SERVICES:	\$900.00	\$1,800.00	\$225.00	\$625.00	\$250.00
TOTAL MANHOURS:	18		TOTAL SALARY COSTS:	\$3,800.00	

F: CONSTRUCTION ADMINISTRATION SERVICES

TASK DESCRIPTIONS / ITEMS OF WORK	SALARY COSTS				
	Engineer (Principal)	Engineer (Project/Design)	Construction Observer	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
On-Site Construction Observations			175		
OAC Meetings and Engineer Site Visits	20	4			
As-Built Plans, Close Out, Final Inspection	4	6	2	6	4
Pay Application Review and Approval	10	0			
MANHOURS FOR F: CA SERVICES:	34	10	177	6	4
SALARY COSTS FOR F: CA SERVICES:	\$10,200.00	\$2,250.00	\$22,125.00	\$750.00	\$1,000.00
TOTAL MANHOURS:	231		TOTAL SALARY COSTS:	\$36,325.00	

CONSULTANT COSTS - EAST PARKING AREA (APPROX. 42 SPACES) - IF DESIGNED/NEEDED

A: TOPOGRAPHIC SURVEY

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer/LA (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	2-Man Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
TOPOGRAPHIC & UTILITY SURVEYS					
Establish Control			1		1
Topographic Surveys		1	1	2	4
Utility Surveys (Locate all Utilities)				1	1
Locate Soil Borings and Test Pits			1	1	1
MANHOURS FOR TOPOGRAPHIC & UTILITY SURVEYS :	0	1	3	4	7
SALARY COSTS FOR A: SURVEYS:	\$0.00	\$225.00	\$675.00	\$500.00	\$1,750.00
TOTAL MANHOURS:	15				
TOTAL SALARY COSTS:					\$3,150.00

B: PRELIMINARY LSD DESIGN

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer/LA (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Develop Preliminary LSD Design Plans	3	8		16	
Drainage Design and Drainage Area Map	1	2		2	
Coordination with Utility Companies		1			
Owner Meetings and Coordination	2	2			
Develop Opinion of Probable Construction Cost	1	1			
Internal Review and Revisions	1	4		4	
MANHOURS FOR B: PRELIMINARY STREET DESIGN:	8	18	0	22	0
SALARY COSTS FOR B: PRELIMINARY STREET DESIGN:	\$2,400.00	\$4,050.00	\$0.00	\$2,750.00	\$0.00
TOTAL MANHOURS:	48				
TOTAL SALARY COSTS:					\$9,200.00

C: FINAL LSD DESIGN

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Address Preliminary Design Review Comments	1	2		2	
Prepare Final Design Plans	4	14		14	
Drainage Design	1	4		1	
Stormwater/Erosion Control Plans		1		1	
Develop Special Provisions/Conditions	1	2			
Coordination with Utility Companies		1			
Owner Meetings and Coordination	2	2			
Update Opinion of Probable Construction Cost	1	1			
Internal Review and Revisions	1	1		1	
Address Final Design Review Comments	1	3		3	
MANHOURS FOR C: FINAL STREET DESIGN:	12	31	0	22	0
SALARY COSTS FOR C: FINAL STREET DESIGN:	\$3,600.00	\$6,975.00	\$0.00	\$2,750.00	\$0.00
TOTAL MANHOURS:	65				
TOTAL SALARY COSTS:					\$13,325.00

D: CONTRACT BID AND AWARD TO BE COORDINATED WITH MILESTONE CONSTRUCTION

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Bid Document Preparation and Distribution	1	2			
Receive/Respond to Inquiries and Issue Addenda		1			
Construction Contract Preparation	2	2			
MANHOURS FOR D: CONTRACT BID AND AWARD:	3	5	0	0	0
SALARY COSTS FOR CONTRACT BID AND AWARD:	\$900.00	\$1,125.00	\$0.00	\$0.00	\$0.00
TOTAL MANHOURS:	8				
TOTAL SALARY COSTS:					\$2,025.00

E: Title II Services

TASK DESCRIPTIONS / ITEMS OF WORK	SALARY COSTS				
	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Verify and Set Control			1	2	1
Pre-Construction Meeting with City	1	1			
Coordinate Final Plans and Specifications for Construction	1	2		2	
MANHOURS FOR E: TITLE II SERVICES:	2	3	1	4	1
SALARY COSTS FOR E: TITLE II SERVICES:	\$600.00	\$675.00	\$225.00	\$500.00	\$250.00
TOTAL MANHOURS:	11				
TOTAL SALARY COSTS:					\$2,250.00

F: CONSTRUCTION ADMINISTRATION SERVICES

TASK DESCRIPTIONS / ITEMS OF WORK	SALARY COSTS				
	Engineer (Principal)	Engineer (Project/Design)	Construction Observer	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
On-Site Construction Observations			75		
OAC Meetings and Engineer Site Visits	8	4			
As-Built Plans, Close Out, Final Inspection	2	4	2	2	2
Pay Application Review and Approval	4	0			
MANHOURS FOR F: CA SERVICES:	14	8	77	2	2
SALARY COSTS FOR F: CA SERVICES:	\$4,200.00	\$1,800.00	\$9,625.00	\$250.00	\$500.00
TOTAL MANHOURS:	103				
TOTAL SALARY COSTS:					\$16,375.00

EXHIBIT 1

ENGINEER'S HOURLY RATES

<u>CLASSIFICATION</u>	<u>RATE / HOUR</u>
Engineer (Principal)	\$ 300.00
Engineer (Project)	\$ 225.00
Engineer (Design)	\$ 170.00
Surveyor (PLS)	\$ 225.00
Landscape Architect	\$ 225.00
Technician / Draftsman	\$ 125.00
Construction Observer	\$ 125.00
Clerical	\$ 85.00
Survey Crew (Two-Man Crew)	\$ 250.00
Survey Crew (Three-Man Crew)	\$ 300.00

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A GRANT FROM THE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, & APPROPRIATING FUNDS.

WHEREAS, the Springdale Police Department was awarded a JAG grant in the amount of \$31,369.00, and

WHEREAS, the Springdale Police Department is in need of a key management system in the amount of \$29,578.00 that is eligible to be purchased with the grant funds, and

WHEREAS, the remaining grant funds in the amount of \$1,791.00 shall be used to send a supervisor to the Northwestern School of Staff and Command in 2024, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS:

Section 1: That the Mayor is hereby authorized to accept and sign the grant agreement for a Justice Assistance grant in the amount of \$31,369.00.

Section 2: The City of Springdale appropriates \$31,369.00 to be used to purchase a key management system and to send a supervisor to the Northwestern School of Staff and Command in 2024.

PASSED AND APPROVED this 14th day of November, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



MEMORANDUM

FROM: Chief Frank Gamble
TO: Colby Fulfer and Mayor Doug Sprouse
DATE: 11/1/23
RE: Acceptance of 2023 JAG Grant

In 2023 the Springdale Police Department, Fayetteville Police Department and the Washington County Sheriff's Office received a joint grant from JAG. The total JAG funding for Springdale for 2023 is \$31,369. We would like to seek the council's approval to purchase a key management system for \$29,578. We are also requesting to spend the remaining JAG funds to send a supervisor to the Northwestern School of Staff and Command in 2024 which will cost \$4,600. We are not requesting any additional funding from the city council to pay for the remaining tuition amount as it will be paid out of our 2024 budget.

Respectfully,

A handwritten signature in blue ink that reads "Frank Gamble".

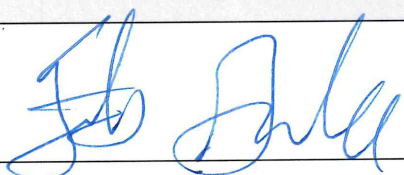
Chief of Police Frank Gamble
Springdale Police Department



SPRINGDALE
WE'RE MAKING IT HAPPEN

DEPARTMENT FUNDING REQUEST

Department: Springdale Police Department		Date: 11/1/23	
Point of Contact: Frank Gamble		Amount Requested: \$ 29,578	
Brief Description of Funding Request: Key Management system to be purchased under grant.			
IS IT BUDGETED?			
YES <input checked="" type="checkbox"/>		NO <input type="checkbox"/>	
If YES, No Action Needed		If NO:	
		Date to be Presented to Committee: ____/____/20____	
<input type="checkbox"/> \$35,000+	Requires Bid	<input type="checkbox"/> \$0 - \$5,000	No Action
Waive Bidding		<input type="checkbox"/> \$5,000 - \$35,000 Requires 3 Quotes	
<input type="checkbox"/> Buy Board	<input checked="" type="checkbox"/> Sole Source		
		<input type="checkbox"/> \$35,000+	Requires Bid
		Waive Bidding	
		<input type="checkbox"/> Buy Board	<input type="checkbox"/> Sole Source

Signature: 

2023 Arkansas Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2023 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
AR	BENTON COUNTY	County	\$13,424	
AR	ROGERS CITY	Municipal	\$24,930	\$38,354
AR	CRAIGHEAD COUNTY	County	*	
AR	JONESBORO CITY	Municipal	\$48,547	\$48,547
AR	CRITTENDEN COUNTY	County	\$12,877	
AR	WEST MEMPHIS CITY	Municipal	\$47,643	\$60,520
AR	FAULKNER COUNTY	County	\$11,973	
AR	CONWAY CITY	Municipal	\$28,465	\$40,438
AR	GREENE COUNTY	County	*	
AR	PARAGOULD CITY	Municipal	\$28,821	\$28,821
AR	JEFFERSON COUNTY	County	*	
AR	PINE BLUFF CITY	Municipal	\$60,272	\$60,272
AR	MILLER COUNTY	County	*	
AR	TEXARKANA CITY	Municipal	\$20,356	\$20,356
AR	MISSISSIPPI COUNTY	County	*	
AR	BLYTHEVILLE CITY	Municipal	\$11,534	
AR	OSCEOLA CITY	Municipal	\$14,821	\$26,355
AR	OUACHITA COUNTY	County	*	
AR	CAMDEN CITY	Municipal	\$10,191	\$10,191
AR	PHILLIPS COUNTY	County	*	
AR	HELENA-WEST HELENA CITY	Municipal	\$16,493	\$16,493
AR	POPE COUNTY	County	*	
AR	RUSSELLVILLE CITY	Municipal	\$12,849	\$12,849
AR	PULASKI COUNTY	County	\$49,615	
AR	LITTLE ROCK CITY	Municipal	\$295,333	\$344,948
AR	SEBASTIAN COUNTY	County	*	

2023 Arkansas Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2023 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
AR	FORT SMITH CITY	Municipal	\$79,203	\$79,203
AR	ST FRANCIS County	County	*	
AR	FORREST CITY City	Municipal	\$16,465	\$16,465
AR	UNION COUNTY	County	*	
AR	EL DORADO CITY	Municipal	\$21,013	\$21,013
AR	WASHINGTON COUNTY	County	\$13,506	
AR	FAYETTEVILLE CITY	Municipal	\$40,930	
AR	SPRINGDALE CITY	Municipal	\$31,369	\$85,805
AR	BENTON CITY	Municipal	\$17,122	
AR	BENTONVILLE City	County	\$13,342	
AR	BOONE COUNTY	County	\$13,972	
AR	CLEBURNE COUNTY	County	\$13,260	
AR	GARLAND COUNTY	County	\$26,081	
AR	HOT SPRINGS CITY	Municipal	\$19,232	
AR	INDEPENDENCE COUNTY	County	\$14,986	
AR	JACKSONVILLE CITY	Municipal	\$26,356	
AR	MARION CITY	Municipal	\$11,479	
AR	NORTH LITTLE ROCK CITY	Municipal	\$53,998	
AR	SALINE COUNTY	County	\$14,657	
AR	SEARCY CITY	Municipal	\$15,314	
AR	SHERWOOD CITY	Municipal	\$16,958	
AR	WHITE COUNTY	County	\$19,314	
Local total			\$1,186,701	



TIME ACCESS SYSTEMS INC.

501 - 20170 STEWART CRESCENT, MAPLE RIDGE, BC V2X 0T4
TEL: 604-460-8670 FAX: 604-460-8690
 www.timeaccessinc.com Email: sales@timeaccessinc.com




Invoice
20016

SALES ORDER / INVOICE / Quotation #1

Springdale Police Department
201 Spring Street
Springdale, AR 72764
USA

Springdale Police Department
201 Spring Street Springdale,
AR 72764
USA

Contact: **Sgt. Mike Bell** Phone: **(479) 756-8200 ext. 2729** Fax/Email: mbell@springdalear.gov

ORDER DATE	CUSTOMER ORDER NO.	TAS REP.	<input checked="" type="checkbox"/> PREPAID & CHG.	SHIP VIA
July 14 2023		James Albanese	<input type="checkbox"/> COLLECT <input type="checkbox"/> PREPAID	Best Way
QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
1	A	Key-Box 9500 196 key slot capacity key management system  The system includes PIN entry keypad, 196 Locking intelligent key fobs, 196 tamper proof key rings and a 3 year limited warranty (1st year parts/labour 2nd & 3rd years labour only)	\$26,995.00	\$26,995.00
1	B	Card Access reader/firmware to accept clients existing access control access cards 	\$1,295.00	\$1,295.00
1	C	KeyWin 5 Pro On Premise Key management software license with no annual fees 	No Charge	No Charge

SPECIAL INSTRUCTIONS
*** Please Note Our payment terms are payment required at time of order We accept Visa, Master Card, or Electronic Bank Funds Transfer or Bank Registered Company Cheque sent in prior to shipping of order**
****Delivery to your site is approx. 1-2 x weeks from date of order as all systems are built per clients requirements**

F.O.B. MAPLE RIDGE

OUR PAYMENT TERMS ARE VISA, MASTERCARD, AMERICAN EXPRESS, COMPANY CHEQUE, BANK DRAFT OR BANK TRANSFERS.

25% RESTOCKING FEE ON ALL RETURNS AND CANCELLED ORDERS.
 GOODS CAN BE RETURNED WITHIN 5 DAYS OF RECEIPT OF ORDER. A 25% RESTOCKING FEE WOULD APPLY IF GOODS RETURNED IN ORIGINAL CONDITION AND PACKAGING. IF GOODS RETURNED NOT IN THEIR ORIGINAL PACKAGING OR ARE DAMAGED WE HAVE THE RIGHT TO REFUSE RETURNED ITEMS. AFTER 5 DAYS OF RECEIPT OF GOODS ALL SALES ARE FINAL.

GOODS REMAIN THE PROPERTY OF THE VENDOR UNTIL PURCHASE PRICE PAID IN FULL.

X AUTHORIZED SIGNATURE

TOTAL	\$28,290.00
SUBTOTAL	\$28,290.00
SHIPPING & HANDLING	\$1,288.00
INSTALLATION	
13% HST Tax	N/A Export
15% GSTTax	N/A Export
7% Sales Tax	N/A Export
TOTAL	\$29,578.00

All Pricing in US Funds

THANK YOU FOR YOUR ORDER

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A LAW ENFORCEMENT
MENTAL HEALTH GRANT FROM THE OFFICE OF
COMMUNITY ORIENTED POLICING SERVICES (COPS) FOR
THE SPRINGDALE POLICE DEPARTMENT**

WHEREAS, the Springdale Police Department was awarded a COPS 2023 Law Enforcement Mental Health Grant in the amount of \$126,547.00, and

WHEREAS, the Springdale Police Department is seeking the City Council's approval to accept the grant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to accept and sign the grant agreement for a Community Oriented Policing Services (COPS) grant in the amount of \$126,547.00.

PASSED AND APPROVED this 14th day of November, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



MEMORANDUM

FROM: Chief Frank Gamble
TO: Colby Fulfer and Mayor Doug Sprouse
DATE: 11/1/23
RE: Acceptance of 2023 Law Enforcement Mental Health Grant

In 2023 the Springdale Police Department applied for a grant from the COPS office for a law enforcement mental health grant. We have been awarded \$126,547 and would like to seek the city council's approval to accept the grant. This grant does not require any matching funds so we are not requesting any additional funding from the city council.

Respectfully,

A handwritten signature in blue ink that reads "Frank Gamble".

Chief of Police Frank Gamble
Springdale Police Department

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT FOR
ENGINEERING SERVICES FOR FIRE STATION #4**

WHEREAS, the City of Springdale is in need of engineering services associated with the proposed Fire Station #4, and

WHEREAS, Engineering Services, INC. was selected to provide engineering services for this project, and

WHEREAS, the price not to exceed amount for professional services shall be \$123,700.00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

1. The Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Engineering Services, INC. for engineering services associated with Fire Station #4, in an amount not to exceed \$123,700.00, which shall be paid from the unrestricted general fund.
2. Section 2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF SPRINGDALE, ARKANSAS

And

ENGINEERING SERVICES, INC.

for

FIRE STATION #4 – LARGE SCALE DEVELOPMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and ENGINEERING SERVICES, INC., hereinafter referred to as the "ENGINEER", party of the second part.

The CITY intends to make the following improvements within the City of Springdale, hereinafter referred to as PROJECT:

Design and Develop a Large Scale Development Plan for **Fire Station #4** located at 3377 W. Huntsville Ave. to include topographic survey, Site/Grading Plan, SWPPP, Landscaping Plan, Drainage Plan/Report, Utility Plan, etc. as required completing approved construction plans thru The City of Springdale Review Process

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

The CITY 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 CITY as set forth below. Execution of the AGREEMENT by the CITY and the ENGINEER constitutes the CITY'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 CITY 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 Springdale, 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 CITY.

CITY: CITY OF SPRINGDALE
 201 Spring Street
 Springdale, AR 72764

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 CITY 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 CITY, 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 CITY to define and clarify CITY'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 CITY and will proceed in accordance with the schedule shown in Attachment "B".
- Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

ARTICLE III ADDITIONAL SERVICES

- Sec. 3.0. Additional Services are those services which may be required by the CITY 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 CITY. 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 CITY as to the necessity of CITY providing data or services of the type described in Attachment "C" and assist the CITY in obtaining such data and services.

ARTICLE IV RELATIONSHIP OF THE PARTIES

- Sec. 4.0. The ENGINEER covenants with the CITY 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 CITY 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 CITY-furnished information.

**ARTICLE V
RESPONSIBILITIES OF THE CITY**

- Sec. 5.0. The CITY 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 CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.
- Sec. 5.2. The CITY shall provide criteria and information as to CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.
- Sec. 5.4. The CITY 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 CITY 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 CITY 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 CITY will pay all fees associated with obtaining permits and approvals.
- Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY 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 CITY 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 CITY 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 CITY will obtain the necessary lands, permits, easements and rights-of-way for construction of the PROJECT.
- Sec. 5.9. The CITY will pay all plan review and advertising costs in connection with the PROJECT.

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 CITY, its officers, agents and employees against all liability, loss or damage the CITY 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 CITY to furnish timely information or to approve or disapprove ENGINEER's work promptly, or delay or faulty performance by CITY, 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 CITY 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 CITY 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 CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice.
- Sec. 8.2. The CITY 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 CITY 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 CITY a release of all claims against the CITY 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 CITY 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 CITY'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.

Sec 9.2. ENGINEER shall, however, also retain its rights to utilize such instruments of service (engineering documents, drawings and specifications prepared by the ENGINEER as part of the service to the CITY and tendered to the CITY) in its standard drawing details, specifications, databases, computer software, intra-office correspondence and memoranda and other proprietary property. The parties agree that said materials are the sole and valuable property of the ENGINEER and that said property constitutes trade secret information of the ENGINEER as defined by Arkansas Trade Secrets Act of 1981. The parties further recognize that the public dissemination of any such information would give a competitive edge or would provide a benefit to ENGINEER's competitors (within the meaning of Ark. Code Ann. 25-19-105(A), which would ordinarily require an expenditure of time, cost and effort to duplicate. As such, all rights to intellectual property and trade secret and proprietary information shall remain the confidential, valuable property of the ENGINEER.

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 CITY 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 CITY, 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 CITY, 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 CITY 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 CITY 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 CITY, 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 CITY, 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 CITY 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 CITY 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 CITY. 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 CITY 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 for the Project is not exceeded. In the event ENGINEER’s progress is halted at the request of the CITY or by outside factors beyond ENGINEER’s control, additional time may be requested by ENGINEER and approved by CITY.

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

CITY OF SPRINGDALE, ARKANSAS

ENGINEERING SERVICES, INC.

By: _____ **By:** _____

Honorable Doug Sprouse, Mayor
Title

Brian Moore, President
Title

Attest

Attest

Denise Pearce, City Clerk
Title

Jason Appel, Secretary/Treasurer
Title

ATTACHMENT 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

FIRE STATION #4 – LARGE SCALE DEVELOPMENT

1. Scope of Project

- a. PROJECT DESCRIPTION: Design and Develop a Large Scale Development Plan for Fire Station #4 located at 3377 W. Huntsville Ave. to include topographic survey, Site/Grading Plan, SWPPP, Landscaping Plan, Drainage Plan/Report, Utility Plan, etc. as required completing approved construction plans thru The City of Springdale Review Process.
- b. Coordinate design and construction of facilities with franchise utility companies' relocations.
- c. Coordinate with City of Springdale Planning and Engineering Staff, Architectural Firm and Springdale Fire Department to ensure the goals and needs of the City are incorporated into the project design.
- d. Coordinate with relevant regulatory agencies (FEMA and others) to resolve any environmental issues and obtain permits.
- e. Provide related design services including but not limited to topographic and utility surveys, and easement acquisition documents.
- f. Construction of this project may be bid as multiple separate contracts.

2. Basic Services

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

3. Topographic Surveys

- a. Establish survey control with a suitable number of monuments based on the characteristics of the project site. Survey control shall be established on the State Plane Coordinate System.
- b. Locate all structures, streets, driveways, storm drains, trees larger than 4 inches in diameter, and other features on subject property or within 75 feet of property

boundary, and any additional areas, features, or structures necessary to complete project design.

- c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).
- d. Set temporary bench marks on each site.
- e. All surveys shall be performed to a minimum of third order accuracy.

4. Utility Surveys and Coordination

- a. Request location and size of existing overhead and underground utilities from the utility companies.
- 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 City.
- c. Using utility field survey data, show existing utilities on plans.
- d. Submit a half-size copy of the plans at each plan development phase. 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. ENGINEER will arrange all meetings with utility companies.
- e. Review utility adjustment plans and costs with CITY to determine most feasible combination of construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY to accommodate utility relocations, including identification of utility easements on plans.

5. Preliminary Design Phase

- a. Prepare drawings on CITY standard sheet templates showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 ft, 30ft, or 50ft based on what is needed to show the level of detail required and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:
 - i. Perform drainage design calculations and show all existing and proposed drainage facilities on the plans. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be

furnished showing sub areas for each inlet. Preliminary hydrology data shall include runoff quantities for the 10 and 100 year design storms.

- ii. Identify water and sewer facilities requiring relocation. Meet with Springdale Water Utilities to develop project approach for water and sewer designs.
 - iii. Provide list of Engineer-developed details to be incorporated into plans.
 - iv. Draft preliminary notes on plans to fully describe the construction work to be performed.
 - v. Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing.
 - vi. Prepare preliminary storm water and erosion control plans.
 - vii. Prepare draft copy of special provisions (special conditions) to the construction specifications.
 - viii. Prepare preliminary cost estimates for project construction.
 - ix. Provide design report including calculations and support data.
- b. Attend monthly design progress meetings with CITY.
 - c. Provide written response to design review comments provided by CITY.

6. Easement Document Preparation

- a. Prepare individual easement documents as necessary. This may include right-of-way, drainage, utility or temporary construction easements. Drawing and legal descriptions shall be on letter size paper. (Only if needed)

7. Final Design Phase

- a. Prepare final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, and other items. All plan sheets are to use CITY standard sheet templates.
- b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks, pavement markings, utility connection, fencing, lighting utilizing the CITY format and standard detail drawings where applicable

- c. Prepare final special provisions (special conditions) to the construction contract for items not included in the CITY Standard Construction Specifications, including building demolition.
- d. Calculate construction quantities in accordance with the CITY standard construction specifications and format and submit copy of calculations.
- e. Provide construction bid proposal form in accordance with CITY format.
- f. Recommend construction contract time.
- g. Prepare complete construction specifications using City standard documents as available.
- h. Prepare opinions of probable costs.
- i. Prepare design report to include complete calculations and data.
- j. Attend monthly design progress meeting with CITY.
- k. Prepare written response to design review comments provided by CITY.
- l. Prepare a Storm Water Pollution Prevention Plan (SWPPP). According to ADEQ requirements, complete SWPPP application, for submittal, either, by the City to ADEQ, or 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.
- c. 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 CITY 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.

- d. Furnish a Construction Observer 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 CITY 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 CITY 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 CITY 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 CITY.

(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.
- e. Attend progress/coordination meetings with the CITY/Contractor.
- f. Set up, prepare for and attend utilities coordination meeting.
- g. 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 CITY, prepare change orders for changes in the work from that originally provided for in the construction contract documents.
- i. Attend, along with the CITY's representatives, a final inspection of the project, and prepare a deficiency list to be submitted to the contractor.
- j. Review and Approve all pay applications from the Contractor.

10. Project Deliverables

- a. One copy hardcopy and one PDF copy of the hydraulic modeling calculations and drainage design.
- b. One copy hardcopy and one PDF copy of the Preliminary Plans, design report, cost estimates and other supporting documents.

- c. One copy of applicable sheets of the Preliminary, and Final Plans to each potentially affected utility company. Copies will be either hardcopy or PDF per utility company preference.
- d. One copy hardcopy and one PDF copy of the Final Plans, Specifications, design report, cost estimates and other supporting documents.
- e. One copy hardcopy and one PDF copy of the revised Final Plans and Specifications (Bid Set), design report, cost estimates and other supporting documents.
- f. Two full size and two half-size copies of the Construction Plans.
- g. One copy hardcopy and one PDF copy of the executed contract, and two copies of the construction specifications, including addenda.
- h. Three copies of the Final Plans and Specifications to the Contractor.
- i. One copy hardcopy and one PDF copy of the easement plans and acquisition documents.
- j. Electronic files as requested.

11. General

- a. All street construction, if required, shall follow the guidelines described in the City of Springdale Street Design Standards.
- b. Plans shall be provided on standard City of Springdale plan sheet templates to be provided. All layers, linetypes, fonts, etc. shall conform to the standard templates.
- c. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide preliminary and final plans on computer disk in a PDF format.
- d. Record drawings shall be provided on computer disk in PDF format in addition to the reproducible drawings.
- e. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.
- f. 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".

- g. The ENGINEER should anticipate a 15 business day review period by the CITY between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
- h. The plans, specifications, and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract. Demolition of building structures, if required, will be included in the construction contract.

ATTACHMENT “B”

SCHEDULE

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

FIRE STATION #4 – LARGE SCALE DEVELOPMENT

The ENGINEER shall begin work under this AGREEMENT within ten (10) calendar days of issuance of Notice to Proceed and shall complete the work in accordance with the schedule below:

- Surveys – Topo and Utility 60 calendar days from Notice to Proceed
- Preliminary Design 90 calendar days from Notice to Proceed
- Final Design 60 calendar days after approval of Preliminary Design

In the event ENGINEER’s progress is halted at the request of the CITY or by other outside factors beyond ENGINEER’s control additional time may be requested by ENGINEER and approved by CITY.

ATTACHMENT “C”

ADDITIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

FIRE STATION #4 – LARGE SCALE DEVELOPMENT

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 CITY’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.
- Preparing to serve or serving as a consultant or witness for CITY 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 CITY 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, CITY’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 CITY 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 CITY’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.
- Providing environmental surveys, permitting support, and/or major drainage studies.
- Preparing CLOMR/LOMR documents
- Providing a Geotechnical Engineering Report

ATTACHMENT “D”

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

FIRE STATION #4 – LARGE SCALE DEVELOPMENT

- CITY shall pay ENGINEER for Basic Services rendered by the hour not to exceed the amounts as stated below and approved reimbursable expenses.

APPENDIX A - ANTICIPATED PROJECT DESIGN COSTS			
FIRE STATION #4 LSD			
CONSULTANT COSTS			
TOPOGRAPHIC, UTILITY, ROW, AND PROPERTY SURVEYS			\$7,625.00
CONCEPTUAL/PRELIMINARY DESIGN			\$30,825.00
FINAL DESIGN			\$37,925.00
BID AND AWARD PHASE SERVICES			\$5,250.00
TITLE II SERVICES (POST AWARD SERVICES)			\$4,550.00
CONSTRUCTION ADMIN SERVICES			\$37,525.00
		SUBTOTAL - CONSULTANT COSTS:	<u>\$123,700.00</u>
		TOTAL PROJECT DESIGN COSTS:	\$123,700.00

- Manhour projections for each phase are shown on the following page(s). Hours in each phase may be adjusted to meet the need for that phase, however the total hourly time for the complete project shall not be exceeded.
- CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and any Additional Services. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

Title Work (By City)	\$ 0
Utility Locates (By City)	\$ 0
Other Reimbursable Allowance	\$ 3,000
SUB-TOTAL Reimbursable Expenses	<u>\$ 3,000</u>

- Construction Administration/Phase Services: CITY shall pay ENGINEER for Construction Phase Services rendered by the hour, plus any approved reimbursable expenses. Payments for Construction Phase Services shall be made monthly and shall be by the hour for services rendered during that time period as shown on the Attached Exhibit “1”.

- The maximum payment to the ENGINEER for Basic Services shall be by the hour as stated above and Construction Services under this Agreement and approved reimbursable expenses.
- Additional Services: Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by CITY prior to rendering of same. CITY 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 Attached Exhibit “1”, plus approved Reimbursable Expenses and ENGINEER’S Consultant charges, if any. For ENGINEER’S Consultant charges, the CITY 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 CITY that specifically states the scope of work to be accomplished and paid for under the additional services allowance.

SUB-TOTAL Additional Services Allowance \$ 20,000.

- CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the CITY 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 \$ 10,000.

- The maximum payment to the ENGINEER for Additional Services and Reimbursable Expenses under this Agreement shall not exceed \$ 30,000.
- 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 in Exhibit 1. 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, landscape 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, including Consultant travel, lodging, and meals. Any and all expenditures for reimbursable expenses must be approved by the CITY prior to rendering or obtaining same. Overtime salary costs are not considered Reimbursable Expenses.

ANTICIPATED MANHOURS AND SALARY COSTS - FIRE STATION #4 LSD

CONSULTANT COSTS

A: TOPOGRAPHIC SURVEY

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer/LA (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	2-Man Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
TOPOGRAPHIC & UTILITY SURVEYS					
Establish Control			1	1	2
Topographic Surveys	1	1	1	4	16
Utility Surveys (Locate all Utilities)				2	1
Locate Soil Borings and Test Pits	1	1		2	1
MANHOURS FOR TOPOGRAPHIC & UTILITY SURVEYS :	2	2	2	9	20
SALARY COSTS FOR A: SURVEYS:	\$600.00	\$450.00	\$450.00	\$1,125.00	\$5,000.00
TOTAL MANHOURS:	35			TOTAL SALARY COSTS:	\$7,625.00

B: PRELIMINARY LSD DESIGN

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer/LA (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Develop Preliminary LSD Design Plans	12	40		48	
Drainage Design and Drainage Area Map	3	5		8	
Coordination with Utility Companies		6			
Owner Meetings and Coordination	6	6			
Develop Opinion of Probable Construction Cost	1	2			
Internal Review and Revisions	3	6	2	10	
MANHOURS FOR B: PRELIMINARY STREET DESIGN:	25	65	2	66	0
SALARY COSTS FOR B: PRELIMINARY STREET DESIGN:	\$7,500.00	\$14,625.00	\$450.00	\$8,250.00	\$0.00
TOTAL MANHOURS:	158			TOTAL SALARY COSTS:	\$30,825.00

C: FINAL LSD DESIGN

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Address Preliminary Design Review Comments	1	6		8	
Prepare Final Design Plans	12	36		60	
Drainage Design	1	8		2	
Stormwater/Erosion Control Plans		2		6	
Develop Special Provisions/Conditions	2	6		2	
Coordination with Utility Companies		1			
Owner Meetings and Coordination	6	6			
Update Opinion of Probable Construction Cost	1	2			
Internal Review and Revisions	2	4		6	
Address Final Design Review Comments	2	6		16	
MANHOURS FOR C: FINAL STREET DESIGN:	27	77	0	100	0
SALARY COSTS FOR C: FINAL STREET DESIGN:	\$8,100.00	\$17,325.00	\$0.00	\$12,500.00	\$0.00
TOTAL MANHOURS:	204			TOTAL SALARY COSTS:	\$37,925.00

D: CONTRACT BID AND AWARD TO BE COORDINATED WITH CONSTRUCTION MANAGER

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Bid Document Preparation and Distribution	4	8			
Receive/Respond to Inquiries and Issue Addenda	1	2			
Construction Contract Preparation	2	4			
MANHOURS FOR D: CONTRACT BID AND AWARD:	7	14	0	0	0
SALARY COSTS FOR CONTRACT BID AND AWARD:	\$2,100.00	\$3,150.00	\$0.00	\$0.00	\$0.00
TOTAL MANHOURS:	21			TOTAL SALARY COSTS:	\$5,250.00

E: Title II Services

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Verify and Set Control			1	2	1
Pre-Construction Meeting with City	1	2			
Coordinate Final Plans and Specifications for Construction	3	8		3	
MANHOURS FOR E: TITLE II SERVICES:	4	10	1	5	1
SALARY COSTS FOR E: TITLE II SERVICES:	\$1,200.00	\$2,250.00	\$225.00	\$625.00	\$250.00
TOTAL MANHOURS:	21			TOTAL SALARY COSTS:	\$4,550.00

F: CONSTRUCTION ADMINISTRATION SERVICES

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer (Project/Design)	Construction Observer	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
On-Site Construction Observations			175		
OAC Meetings and Engineer Site Vists	22	4			
As-Built Plans, Close Out, Final Inspection	4	6	2	6	4
Pay Application Review and Approval	12	0			
MANHOURS FOR F: CA SERVICES:	38	10	177	6	4
SALARY COSTS FOR F: CA SERVICES:	\$11,400.00	\$2,250.00	\$22,125.00	\$750.00	\$1,000.00
TOTAL MANHOURS:	235			TOTAL SALARY COSTS:	\$37,525.00

EXHIBIT 1

ENGINEER'S HOURLY RATES

<u>CLASSIFICATION</u>	<u>RATE / HOUR</u>
Engineer (Principal)	\$ 300.00
Engineer (Project)	\$ 225.00
Engineer (Design)	\$ 170.00
Surveyor (PLS)	\$ 225.00
Landscape Architect	\$ 225.00
Technician / Draftsman	\$ 125.00
Construction Observer	\$ 125.00
Clerical	\$ 85.00
Survey Crew (Two-Man Crew)	\$ 250.00
Survey Crew (Three-Man Crew)	\$ 300.00

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT FOR
ENGINEERING SERVICES FOR FIRE STATION #10
2023 BOND PROJECT NO. 23BPF1**

WHEREAS, the City of Springdale is in need of engineering services associated with the proposed Fire Station #10, and

WHEREAS, Engineering Services, INC. was selected to provide engineering services for this project, and

WHEREAS, the price not to exceed amount for professional services shall be \$123,700.00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

1. The Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Engineering Services, INC. for engineering services associated with Fire Station #10, in an amount not to exceed \$123,700.00, which shall be paid from 2023 bond proceeds.
2. Section 2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF SPRINGDALE, ARKANSAS

And

ENGINEERING SERVICES, INC.

for

FIRE STATION #10 – LARGE SCALE DEVELOPMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and ENGINEERING SERVICES, INC., hereinafter referred to as the "ENGINEER", party of the second part.

The CITY intends to make the following improvements within the City of Springdale, hereinafter referred to as PROJECT:

Design and Develop a Large Scale Development Plan for **Fire Station #10** located along Wagon Wheel Road near the intersection with Robbins Road to include topographic survey, Site/Grading Plan, SWPPP, Landscaping Plan, Drainage Plan/Report, Utility Plan, etc. as required completing approved construction plans thru The City of Springdale Review Process

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

The CITY 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 CITY as set forth below. Execution of the AGREEMENT by the CITY and the ENGINEER constitutes the CITY'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 CITY 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 Springdale, 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 CITY.

CITY: CITY OF SPRINGDALE
 201 Spring Street
 Springdale, AR 72764

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 CITY 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 CITY, 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 CITY to define and clarify CITY'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 CITY and will proceed in accordance with the schedule shown in Attachment "B".
- Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

ARTICLE III ADDITIONAL SERVICES

- Sec. 3.0. Additional Services are those services which may be required by the CITY 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 CITY. 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 CITY as to the necessity of CITY providing data or services of the type described in Attachment "C" and assist the CITY in obtaining such data and services.

ARTICLE IV RELATIONSHIP OF THE PARTIES

- Sec. 4.0. The ENGINEER covenants with the CITY 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 CITY 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 CITY-furnished information.

**ARTICLE V
RESPONSIBILITIES OF THE CITY**

- Sec. 5.0. The CITY 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 CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.
- Sec. 5.2. The CITY shall provide criteria and information as to CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.
- Sec. 5.4. The CITY 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 CITY 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 CITY 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 CITY will pay all fees associated with obtaining permits and approvals.
- Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY 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 CITY 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 CITY 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 CITY will obtain the necessary lands, permits, easements and rights-of-way for construction of the PROJECT.
- Sec. 5.9. The CITY will pay all plan review and advertising costs in connection with the PROJECT.

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 CITY, its officers, agents and employees against all liability, loss or damage the CITY 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 CITY to furnish timely information or to approve or disapprove ENGINEER's work promptly, or delay or faulty performance by CITY, 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 CITY 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 CITY 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 CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice.
- Sec. 8.2. The CITY 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 CITY 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 CITY a release of all claims against the CITY 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 CITY 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 CITY'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.

Sec 9.2. ENGINEER shall, however, also retain its rights to utilize such instruments of service (engineering documents, drawings and specifications prepared by the ENGINEER as part of the service to the CITY and tendered to the CITY) in its standard drawing details, specifications, databases, computer software, intra-office correspondence and memoranda and other proprietary property. The parties agree that said materials are the sole and valuable property of the ENGINEER and that said property constitutes trade secret information of the ENGINEER as defined by Arkansas Trade Secrets Act of 1981. The parties further recognize that the public dissemination of any such information would give a competitive edge or would provide a benefit to ENGINEER's competitors (within the meaning of Ark. Code Ann. 25-19-105(A), which would ordinarily require an expenditure of time, cost and effort to duplicate. As such, all rights to intellectual property and trade secret and proprietary information shall remain the confidential, valuable property of the ENGINEER.

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 CITY 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 CITY, 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 CITY, 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 CITY 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 CITY 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 CITY, 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 CITY, 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 CITY 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 CITY 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 CITY. 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 CITY 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 for the Project is not exceeded. In the event ENGINEER’s progress is halted at the request of the CITY or by outside factors beyond ENGINEER’s control, additional time may be requested by ENGINEER and approved by CITY.

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

CITY OF SPRINGDALE, ARKANSAS

ENGINEERING SERVICES, INC.

By: _____ **By:** _____

Honorable Doug Sprouse, Mayor
Title

Brian Moore, President
Title

Attest

Attest

Denise Pearce, City Clerk
Title

Jason Appel, Secretary/Treasurer
Title

ATTACHMENT 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

FIRE STATION #10 – LARGE SCALE DEVELOPMENT

1. Scope of Project

- a. PROJECT DESCRIPTION: Design and Develop a Large Scale Development Plan for Fire Station #10 located along Wagon Wheel Road near the intersection with Robbins Road to include topographic survey, Site/Grading Plan, SWPPP, Landscaping Plan, Drainage Plan/Report, Utility Plan, etc. as required completing approved construction plans thru The City of Springdale Review Process.
- b. Coordinate design and construction of facilities with franchise utility companies' relocations.
- c. Coordinate with City of Springdale Planning and Engineering Staff, Architectural Firm and Springdale Fire Department to ensure the goals and needs of the City are incorporated into the project design.
- d. Coordinate with relevant regulatory agencies (FEMA and others) to resolve any environmental issues and obtain permits.
- e. Provide related design services including but not limited to topographic and utility surveys, and easement acquisition documents.
- f. Construction of this project may be bid as multiple separate contracts.

2. Basic Services

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

3. Topographic Surveys

- a. Establish survey control with a suitable number of monuments based on the characteristics of the project site. Survey control shall be established on the State Plane Coordinate System.
- b. Locate all structures, streets, driveways, storm drains, trees larger than 4 inches in diameter, and other features on subject property or within 75 feet of property

boundary, and any additional areas, features, or structures necessary to complete project design.

- c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).
- d. Set temporary bench marks on each site.
- e. All surveys shall be performed to a minimum of third order accuracy.

4. Utility Surveys and Coordination

- a. Request location and size of existing overhead and underground utilities from the utility companies.
- 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 City.
- c. Using utility field survey data, show existing utilities on plans.
- d. Submit a half-size copy of the plans at each plan development phase. 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. ENGINEER will arrange all meetings with utility companies.
- e. Review utility adjustment plans and costs with CITY to determine most feasible combination of construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY to accommodate utility relocations, including identification of utility easements on plans.

5. Preliminary Design Phase

- a. Prepare drawings on CITY standard sheet templates showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 ft, 30ft, or 50ft based on what is needed to show the level of detail required and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:
 - i. Perform drainage design calculations and show all existing and proposed drainage facilities on the plans. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be

furnished showing sub areas for each inlet. Preliminary hydrology data shall include runoff quantities for the 10 and 100 year design storms.

- ii. Identify water and sewer facilities requiring relocation. Meet with Springdale Water Utilities to develop project approach for water and sewer designs.
 - iii. Provide list of Engineer-developed details to be incorporated into plans.
 - iv. Draft preliminary notes on plans to fully describe the construction work to be performed.
 - v. Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing.
 - vi. Prepare preliminary storm water and erosion control plans.
 - vii. Prepare draft copy of special provisions (special conditions) to the construction specifications.
 - viii. Prepare preliminary cost estimates for project construction.
 - ix. Provide design report including calculations and support data.
- b. Attend monthly design progress meetings with CITY.
 - c. Provide written response to design review comments provided by CITY.

6. Easement Document Preparation

- a. Prepare individual easement documents as necessary. This may include right-of-way, drainage, utility or temporary construction easements. Drawing and legal descriptions shall be on letter size paper. (Only if needed)

7. Final Design Phase

- a. Prepare final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, and other items. All plan sheets are to use CITY standard sheet templates.
- b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks, pavement markings, utility connection, fencing, lighting utilizing the CITY format and standard detail drawings where applicable

- c. Prepare final special provisions (special conditions) to the construction contract for items not included in the CITY Standard Construction Specifications, including building demolition.
- d. Calculate construction quantities in accordance with the CITY standard construction specifications and format and submit copy of calculations.
- e. Provide construction bid proposal form in accordance with CITY format.
- f. Recommend construction contract time.
- g. Prepare complete construction specifications using City standard documents as available.
- h. Prepare opinions of probable costs.
- i. Prepare design report to include complete calculations and data.
- j. Attend monthly design progress meeting with CITY.
- k. Prepare written response to design review comments provided by CITY.
- l. Prepare a Storm Water Pollution Prevention Plan (SWPPP). According to ADEQ requirements, complete SWPPP application, for submittal, either, by the City to ADEQ, or 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.
- c. 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 CITY 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.

- d. Furnish a Construction Observer 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 CITY 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 CITY 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 CITY 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 CITY.

(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.
- e. Attend progress/coordination meetings with the CITY/Contractor.
- f. Set up, prepare for and attend utilities coordination meeting.
- g. 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 CITY, prepare change orders for changes in the work from that originally provided for in the construction contract documents.
- i. Attend, along with the CITY's representatives, a final inspection of the project, and prepare a deficiency list to be submitted to the contractor.
- j. Review and Approve all pay applications from the Contractor.

10. Project Deliverables

- a. One copy hardcopy and one PDF copy of the hydraulic modeling calculations and drainage design.
- b. One copy hardcopy and one PDF copy of the Preliminary Plans, design report, cost estimates and other supporting documents.

- c. One copy of applicable sheets of the Preliminary, and Final Plans to each potentially affected utility company. Copies will be either hardcopy or PDF per utility company preference.
- d. One copy hardcopy and one PDF copy of the Final Plans, Specifications, design report, cost estimates and other supporting documents.
- e. One copy hardcopy and one PDF copy of the revised Final Plans and Specifications (Bid Set), design report, cost estimates and other supporting documents.
- f. Two full size and two half-size copies of the Construction Plans.
- g. One copy hardcopy and one PDF copy of the executed contract, and two copies of the construction specifications, including addenda.
- h. Three copies of the Final Plans and Specifications to the Contractor.
- i. One copy hardcopy and one PDF copy of the easement plans and acquisition documents.
- j. Electronic files as requested.

11. General

- a. All street construction, if required, shall follow the guidelines described in the City of Springdale Street Design Standards.
- b. Plans shall be provided on standard City of Springdale plan sheet templates to be provided. All layers, linetypes, fonts, etc. shall conform to the standard templates.
- c. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide preliminary and final plans on computer disk in a PDF format.
- d. Record drawings shall be provided on computer disk in PDF format in addition to the reproducible drawings.
- e. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.
- f. 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".

ATTACHMENT “B”

SCHEDULE

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

FIRE STATION #10 – LARGE SCALE DEVELOPMENT

The ENGINEER shall begin work under this AGREEMENT within ten (10) calendar days of issuance of Notice to Proceed and shall complete the work in accordance with the schedule below:

- Surveys – Topo and Utility 60 calendar days from Notice to Proceed
- Preliminary Design 90 calendar days from Notice to Proceed
- Final Design 60 calendar days after approval of Preliminary Design

In the event ENGINEER’s progress is halted at the request of the CITY or by other outside factors beyond ENGINEER’s control additional time may be requested by ENGINEER and approved by CITY.

- g. The ENGINEER should anticipate a 15 business day review period by the CITY between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
- h. The plans, specifications, and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract. Demolition of building structures, if required, will be included in the construction contract.

ATTACHMENT “C”

ADDITIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

FIRE STATION #10 – LARGE SCALE DEVELOPMENT

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 CITY’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.
- Preparing to serve or serving as a consultant or witness for CITY 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 CITY 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, CITY’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 CITY 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 CITY’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.
- Providing environmental surveys, permitting support, and/or major drainage studies.
- Preparing CLOMR/LOMR documents
- Providing a Geotechnical Engineering Report

ATTACHMENT “D”

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

FIRE STATION #10 – LARGE SCALE DEVELOPMENT

- CITY shall pay ENGINEER for Basic Services rendered by the hour not to exceed the amounts as stated below and approved reimbursable expenses.

APPENDIX A - ANTICIPATED PROJECT DESIGN COSTS			
FIRE STATION #10 LSD			
CONSULTANT COSTS			
TOPOGRAPHIC, UTILITY, ROW, AND PROPERTY SURVEYS			\$7,625.00
CONCEPTUAL/PRELIMINARY DESIGN			\$30,825.00
FINAL DESIGN			\$37,925.00
BID AND AWARD PHASE SERVICES			\$5,250.00
TITLE II SERVICES (POST AWARD SERVICES)			\$4,550.00
CONSTRUCTION ADMIN SERVICES			\$37,525.00
		SUBTOTAL - CONSULTANT COSTS:	<u>\$123,700.00</u>
		TOTAL PROJECT DESIGN COSTS:	\$123,700.00

- Manhour projections for each phase are shown on the following page(s). Hours in each phase may be adjusted to meet the need for that phase, however the total hourly time for the complete project shall not be exceeded.
- CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and any Additional Services. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

Title Work (By City)	\$ 0
Utility Locates (By City)	\$ 0
Other Reimbursable Allowance	\$ 3,000
SUB-TOTAL Reimbursable Expenses	\$ <u>3,000</u>

- Construction Administration/Phase Services: CITY shall pay ENGINEER for Construction Phase Services rendered by the hour, plus any approved reimbursable expenses. Payments for Construction Phase Services shall be made monthly and shall be by the hour for services rendered during that time period as shown on the Attached Exhibit “1”.

- The maximum payment to the ENGINEER for Basic Services shall be by the hour as stated above and Construction Services under this Agreement and approved reimbursable expenses.
- Additional Services: Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by CITY prior to rendering of same. CITY 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 Attached Exhibit “1”, plus approved Reimbursable Expenses and ENGINEER’S Consultant charges, if any. For ENGINEER’S Consultant charges, the CITY 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 CITY that specifically states the scope of work to be accomplished and paid for under the additional services allowance.

SUB-TOTAL Additional Services Allowance \$ 20,000.

- CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the CITY 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 \$ 10,000.

- The maximum payment to the ENGINEER for Additional Services and Reimbursable Expenses under this Agreement shall not exceed \$ 30,000.
- 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 in Exhibit 1. 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, landscape 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, including Consultant travel, lodging, and meals. Any and all expenditures for reimbursable expenses must be approved by the CITY prior to rendering or obtaining same. Overtime salary costs are not considered Reimbursable Expenses.

ANTICIPATED MANHOURS AND SALARY COSTS - FIRE STATION #10 LSD

**CONSULTANT COSTS
A: TOPOGRAPHIC SURVEY**

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer/LA (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	2-Man Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
TOPOGRAPHIC & UTILITY SURVEYS					
Establish Control			1	1	2
Topographic Surveys	1	1	1	4	16
Utility Surveys (Locate all Utilities)				2	1
Locate Soil Borings and Test Pits	1	1		2	1
MANHOURS FOR TOPOGRAPHIC & UTILITY SURVEYS :	2	2	2	9	20
SALARY COSTS FOR A: SURVEYS:	\$600.00	\$450.00	\$450.00	\$1,125.00	\$5,000.00
TOTAL MANHOURS:	35			TOTAL SALARY COSTS:	\$7,625.00

B: PRELIMINARY LSD DESIGN

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer/LA (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Develop Preliminary LSD Design Plans	12	40		48	
Drainage Design and Drainage Area Map	3	5		8	
Coordination with Utility Companies		6			
Owner Meetings and Coordination	6	6			
Develop Opinion of Probable Construction Cost	1	2			
Internal Review and Revisions	3	6	2	10	
MANHOURS FOR B: PRELIMINARY STREET DESIGN:	25	65	2	66	0
SALARY COSTS FOR B: PRELIMINARY STREET DESIGN:	\$7,500.00	\$14,625.00	\$450.00	\$8,250.00	\$0.00
TOTAL MANHOURS:	158			TOTAL SALARY COSTS:	\$30,825.00

C: FINAL LSD DESIGN

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Address Preliminary Design Review Comments	1	6		8	
Prepare Final Design Plans	12	36		60	
Drainage Design	1	8		2	
Stormwater/Erosion Control Plans		2		6	
Develop Special Provisions/Conditions	2	6		2	
Coordination with Utility Companies		1			
Owner Meetings and Coordination	6	6			
Update Opinion of Probable Construction Cost	1	2			
Internal Review and Revisions	2	4		6	
Address Final Design Review Comments	2	6		16	
MANHOURS FOR C: FINAL STREET DESIGN:	27	77	0	100	0
SALARY COSTS FOR C: FINAL STREET DESIGN:	\$8,100.00	\$17,325.00	\$0.00	\$12,500.00	\$0.00
TOTAL MANHOURS:	204			TOTAL SALARY COSTS:	\$37,925.00

D: CONTRACT BID AND AWARD TO BE COORDINATED WITH CONSTRUCTION MANAGER

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Bid Document Preparation and Distribution	4	8			
Receive/Respond to Inquiries and Issue Addenda	1	2			
Construction Contract Preparation	2	4			
MANHOURS FOR D: CONTRACT BID AND AWARD:	7	14	0	0	0
SALARY COSTS FOR CONTRACT BID AND AWARD:	\$2,100.00	\$3,150.00	\$0.00	\$0.00	\$0.00
TOTAL MANHOURS:	21			TOTAL SALARY COSTS:	\$5,250.00

E: Title II Services

TASK DESCRIPTIONS / ITEMS OF WORK	SALARY COSTS				
	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Verify and Set Control			1	2	1
Pre-Construction Meeting with City	1	2			
Coordinate Final Plans and Specifications for Construction	3	8		3	
MANHOURS FOR E: TITLE II SERVICES:	4	10	1	5	1
SALARY COSTS FOR E: TITLE II SERVICES:	\$1,200.00	\$2,250.00	\$225.00	\$625.00	\$250.00
TOTAL MANHOURS:	21			TOTAL SALARY COSTS:	\$4,550.00

F: CONSTRUCTION ADMINISTRATION SERVICES

TASK DESCRIPTIONS / ITEMS OF WORK	SALARY COSTS				
	Engineer (Principal)	Engineer (Project/Design)	Construction Observer	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
On-Site Construction Observations			175		
OAC Meetings and Engineer Site Vists	22	4			
As-Built Plans, Close Out, Final Inspection	4	6	2	6	4
Pay Application Review and Approval	12	0			
MANHOURS FOR F: CA SERVICES:	38	10	177	6	4
SALARY COSTS FOR F: CA SERVICES:	\$11,400.00	\$2,250.00	\$22,125.00	\$750.00	\$1,000.00
TOTAL MANHOURS:	235			TOTAL SALARY COSTS:	\$37,525.00

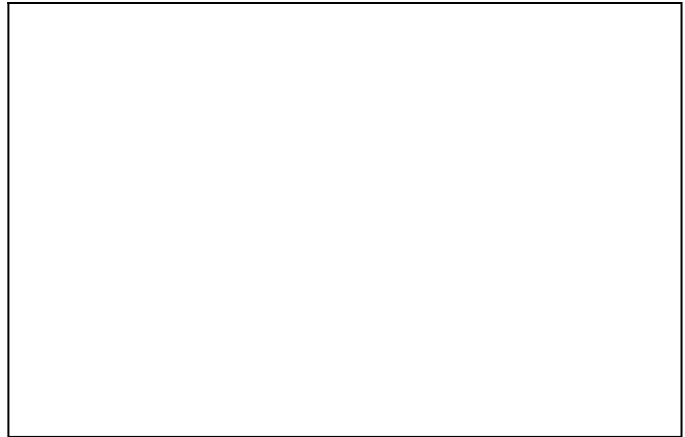
EXHIBIT 1

ENGINEER'S HOURLY RATES

<u>CLASSIFICATION</u>	<u>RATE / HOUR</u>
Engineer (Principal)	\$ 300.00
Engineer (Project)	\$ 225.00
Engineer (Design)	\$ 170.00
Surveyor (PLS)	\$ 225.00
Landscape Architect	\$ 225.00
Technician / Draftsman	\$ 125.00
Construction Observer	\$ 125.00
Clerical	\$ 85.00
Survey Crew (Two-Man Crew)	\$ 250.00
Survey Crew (Three-Man Crew)	\$ 300.00

ORDINANCE NO. _____

**AN ORDINANCE RELEASING,
VACATING, AND ABANDONING A
PORTION OF A UTILITY EASEMENT
LOCATED ON PROPERTY IN
SPRINGDALE, BENTON COUNTY,
ARKANSAS, TO DECLARE AN
EMERGENCY AND FOR OTHER
PURPOSES.**



WHEREAS, Mario Araujo and Glenda Araujo have petitioned for the abandonment of a portion of a utility easement on Lot 13, Logan Heights Subdivision, to the City of Springdale, Benton County, Arkansas, as shown on Plat Book 2006, Pages 263-264, of the Benton County, Arkansas, land records, and more particularly described in Section 1 below;

WHEREAS, after legal notice of the hearing was published as required by law, a hearing was held on the matter in front of the Springdale City Council, and at the hearing the City Council made the following findings: That all utility companies have filed their written consents to the releasing, vacating and abandoning a portion of the utility easement as shown on the copy of the plat incorporated by reference and said copy and consents are on file in the office of the City Clerk for the City of Springdale, Arkansas;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS:

Section 1: That the City of Springdale, Arkansas hereby releases, vacates and abandons all of their rights, together with the rights of the public generally, in the property described as follows:

A PART OF LOT 13 OF LOGAN HEIGHTS SUBDIVISION, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID LOT 13; THENCE S08°45'36"W A DISTANCE OF 20.71 FEET; THENCE S81°14'02"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE S81°14'02"E A DISTANCE OF 10.00 FEET; THENCE S08°45'36"W A DISTANCE OF 42.00 FEET; THENCE N81°14'02"W A DISTANCE OF 10.00 FEET; THENCE N08°45'36"E A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 420.00 SQUARE FEET, OR 0.010 ACRES, MORE OR LESS. And as shown on the attached Exhibit.

Tax Parcel No.: 21-03097-000

Address: 3632 Logan Heights Drive

A survey showing the property abandoned is hereby incorporated by reference.

Section 2: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this 14th day of November, 2023.

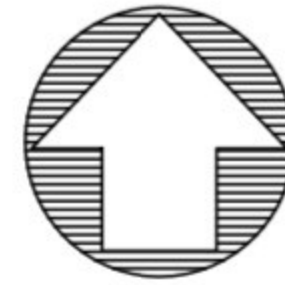
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

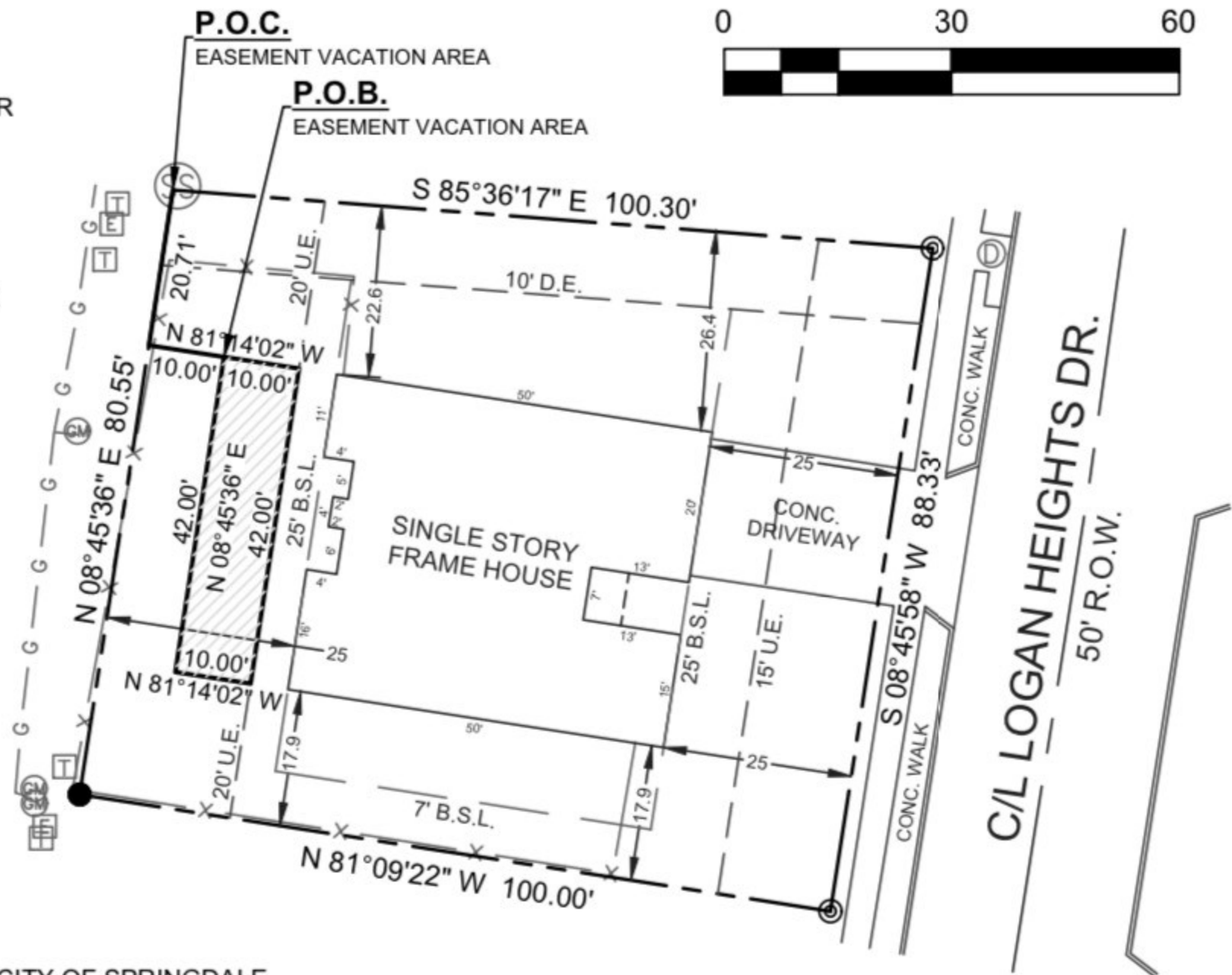
APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



- AND REBAR
- ◎ SET 1/2" REBAR W/CAP
- ⊙ SS SANITARY SEWER MANHOLE
- ⊙ D STORM SEWER MANHOLE
- ⊙ GM GAS METER
- ⊙ E ELECTRIC RISER
- ⊙ T TELEPHONE RISER
- — — — — PROPERTY LINE
- — — — — CENTERLINE
- — — — — SETBACK
- — — — — EASEMENT
- G — G — G — UNDGR. GAS LINE
- X — X — — — FENCE LINE

LOT 13
 8,444.36 SQ. FT.
 0.19 ACRES ±
 P.N. 21-03097-000



LEGAL DESCRIPTION:

LOT 13 OF LOGAN HEIGHTS SUBDIVISION, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2006, PAGES 263-264 OF THE BENTON COUNTY RECORDS.

DESCRIPTION OF EASEMENT AREA TO BE VACATED:

A PART OF LOT 13 OF LOGAN HEIGHTS SUBDIVISION, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID LOT 13; THENCE S 08°45'36" W A DISTANCE OF 20.71 FEET; THENCE S 81°14'02" E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE S 81°14'02" E A DISTANCE OF 10.00 FEET; THENCE S 08°45'36" W A DISTANCE OF 42.00 FEET; THENCE N 81°14'02" W A DISTANCE OF 10.00 FEET; THENCE N 08°45'36" E A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 420.00 SQUARE FEET, OR 0.010 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0060J (EFFECTIVE DATE SEPTEMBER 28, 2007) AND FOUND IN THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

SURVEYOR'S CERTIFICATE:

I CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE ABOVE DESCRIBED PROPERTY. THE PROPERTY LINES AND CORNER MONUMENTS ARE TO THE BEST OF MY KNOWLEDGE AND ABILITY, CORRECTLY ESTABLISHED, AND THERE ARE NO VISIBLE ENCROACHMENTS EXCEPT AS SHOWN ON THIS PLAT. THIS SURVEY MEETS THE CURRENT "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS", PER THE STATE OF ARKANSAS.

Robert J. Caster
 ROBERT J. CASTER, P.L.S. NO.1370, ARKANSAS

09/08/2023
 DATE

CERTIFICATE OF AUTHORIZATION
 COA CERTIFICATE NUMBER: 3049



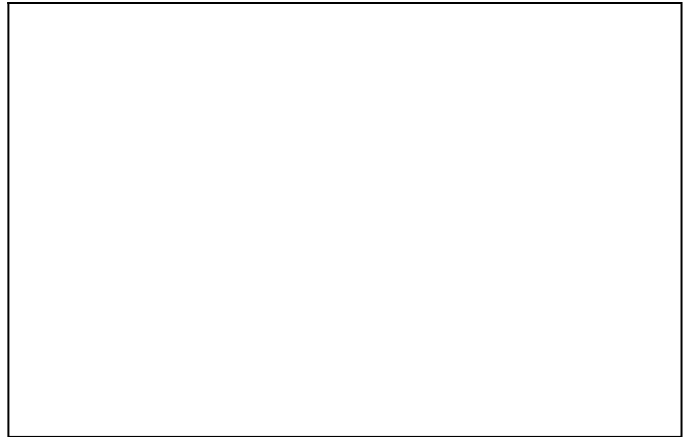
OF 1 SHEET	1
DRAWN	ASD/ASG
CHECKED	RJC
DATE	09/08/2023
SCALE	1" = 30'
JOB #	23-191
SHEET	1

BOUNDARY SURVEY
 LOT 13 LOGAN HEIGHTS SUBDIVISION
 3632 LOGAN HEIGHTS DRIVE
 SPRINGDALE, BENTON COUNTY, ARKANSAS

CASTER & ASSOCIATES
 LAND SURVEYING, INC.
 2715 SE "I" Street, Suit 5
 Bentonville, AR 72712
 (479) 268-4464

ORDINANCE NO. _____

**AN ORDINANCE RELEASING,
VACATING, AND ABANDONING A
PORTION OF A UTILITY EASEMENT
LOCATED ON PROPERTY IN
SPRINGDALE, BENTON COUNTY,
ARKANSAS, TO DECLARE AN
EMERGENCY AND FOR OTHER
PURPOSES.**



WHEREAS, Charles Strickland has petitioned for the abandonment of a portion of a utility easement on Lot 11, Monticello Subdivision, to the City of Springdale, Benton County, Arkansas, as shown on Plat Book 20, at Page 3, plat records of Benton County, Arkansas, and more particularly described in Section 1 below;

WHEREAS, after legal notice of the hearing was published as required by law, a hearing was held on the matter in front of the Springdale City Council, and at the hearing the City Council made the following findings: That all utility companies have filed their written consents to the releasing, vacating and abandoning a portion of the utility easement as shown on the copy of the plat incorporated by reference and said copy and consents are on file in the office of the City Clerk for the City of Springdale, Arkansas;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS:

Section 1: That the City of Springdale, Arkansas hereby releases, vacates and abandons all of their rights, together with the rights of the public generally, in the property described as follows:

A 5' UTILITY EASEMENT TO BE VACATED, BEING A PART OF LOT 11, OF THE FINAL PLAT FOR MONTICELLO SUBDIVISION, FILED FOR RECORD IN THE BENTON COUNTY CLERK AND RECORDER'S OFFICE AS PLAT BOOK 20, PAGE 3. SAID EASEMENT LYING 2.5' ON BOTH SIDES OF THE CENTERLINE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF LOT 11; THENCE ALONG THE EAST LINE THEREOF, S03°33'06"W A DISTANCE OF 148.02' TO A FOUND 1/2" REBAR AT THE SOUTHEAST CORNER OF LOT 11, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WAVERLY AVENUE (A 50' PUBLIC RIGHT-OF-WAY) AND THE BEGINNING OF A 75.00' RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 50.65', HAVING A CHORD BEARING OF S74°12'12"W AND CHORD LENGTH OF 49.69'; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, AND RUNNING PARALLEL TO THE WEST LINE OF SAID LOT 11, N52°14'33"W A DISTANCE OF 50.95' TO THE POINT OF BEGINNING; THENCE N52°14'33"W A DISTANCE OF

40.00' TO THE POINT OF TERMINATION. CONTAINING AN AREA OF 200 SQUARE FEET OR 0.005 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD, IF ANY.

Tax Parcel No.: 21-00480-000

Address: 2342 Waverly Lane

A survey showing the property abandoned is hereby incorporated by reference.

Section 2: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this 14th day of November, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

PROPOSED 5' UTILITY EASEMENT VACATION EXHIBIT

PROPOSED 5' UTILITY EASEMENT VACATION DESCRIPTION

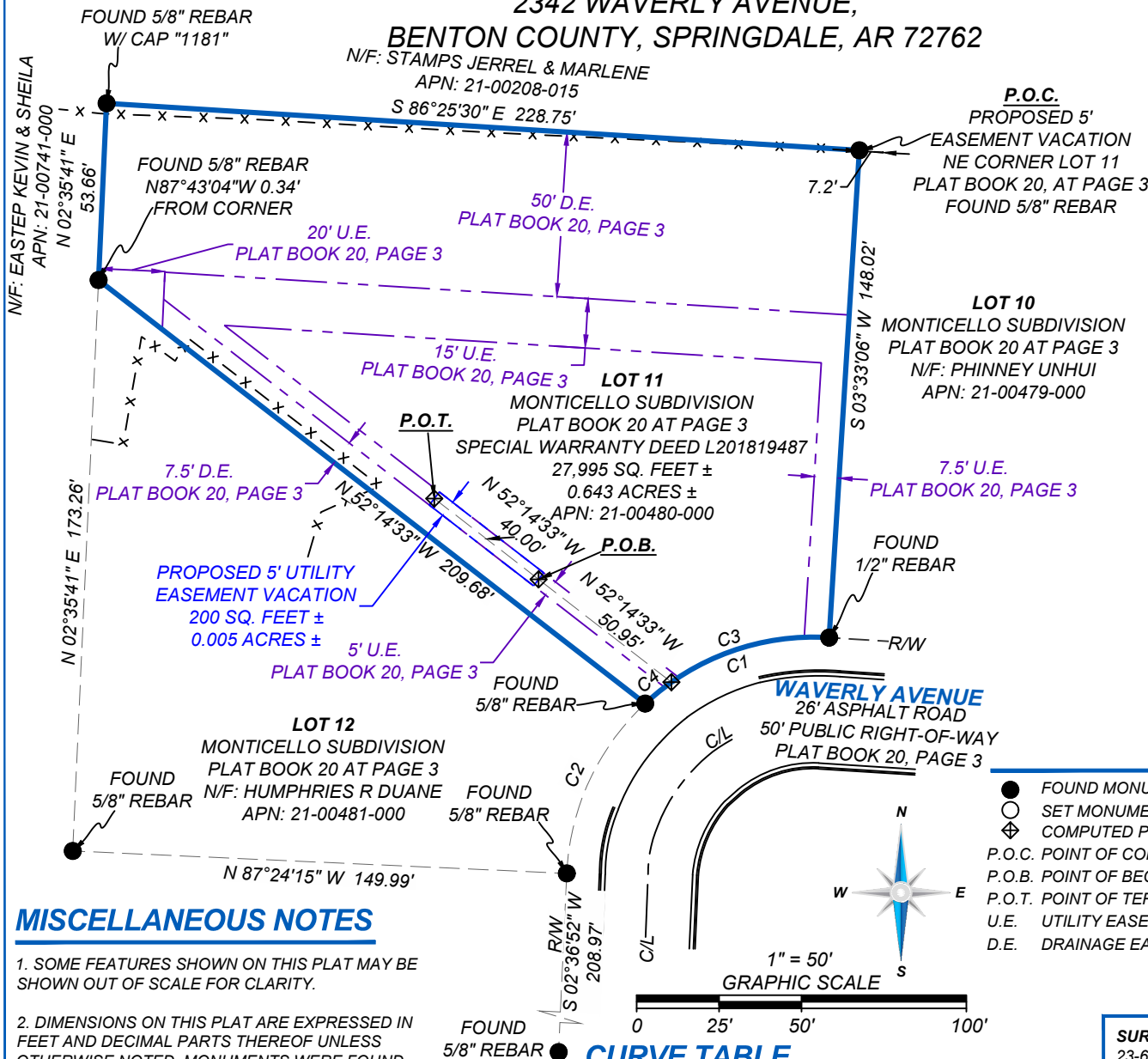
A 5' UTILITY EASEMENT TO BE VACATED, BEING A PART OF LOT 11, OF THE FINAL PLAT FOR MONTICELLO SUBDIVISION, FILED FOR RECORD IN THE BENTON COUNTY CLERK AND RECORDER'S OFFICE AS PLAT BOOK 20, PAGE 3. SAID EASEMENT LYING 2.5' ON BOTH SIDES OF THE CENTERLINE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF LOT 11; THENCE ALONG THE EAST LINE THEREOF, S03°33'06"W A DISTANCE OF 148.02' TO A FOUND 1/2" REBAR AT THE SOUTHEAST CORNER OF LOT 11, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WAVERLY AVENUE (A 50' PUBLIC RIGHT-OF-WAY) AND THE BEGINNING OF A 75.00' RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 50.65', HAVING A CHORD BEARING OF S74°12'12"W AND CHORD LENGTH OF 49.69'; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, AND RUNNING PARALLEL TO THE WEST LINE OF SAID LOT 11, N52°14'33"W A DISTANCE OF 50.95' TO THE POINT OF BEGINNING;

THENCE N52°14'33"W A DISTANCE OF 40.00' TO THE POINT OF TERMINATION.

CONTAINING AN AREA OF 200 SQUARE FEET OR 0.005 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD, IF ANY.

2342 WAVERLY AVENUE,
BENTON COUNTY, SPRINGDALE, AR 72762



LEGEND & SYMBOLS

- FOUND MONUMENT AS-NOTED
- SET MONUMENT AS-NOTED
- ⊕ COMPUTED POINT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- BOUNDARY LINE
- - - EASEMENT LINE
- - - R/W RIGHT-OF-WAY LINE
- - - C/L CENTERLINE
- x - x - x - FENCE

MISCELLANEOUS NOTES

- SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.
- DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	75.00'	60.92'	S 70°16'38" W	59.26'
C2	75.00'	58.16'	S 24°47'28" W	56.71'
C3	75.00'	50.65'	S 74°12'12" W	49.69'
C4	75.00'	10.28'	S 50°55'54" W	10.27'

SURVEYOR JOB NUMBER:
23-6884

EXHIBIT DRAWN BY:
DMS - 10/09/2023

FOR THE USE AND BENEFIT OF:
TAMI STRICKLAND

SURVEYOR INFORMATION:



BLEW & ASSOCIATES, PA
3825 N. SHILOH DRIVE
FAYETTEVILLE, AR 72703
SURVEY@BLEWINC.COM

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY

WHEREAS, the following real property located in Springdale, Benton County, Arkansas, is owned as set out below:

PROPERTY OWNER: Steve and Teresa Fisher

LEGAL DESCRIPTION: Lot 56, Thornbury Subdivision, Phase IV, Springdale, Benton County, Arkansas as show in Plat Record 23A at Page 25, Plat Records of Benton County, Arkansas.

LAYMAN'S DESCRIPTION: Cannonbury Place, Parcel 21-01155-000

PARCEL NO.: 21-01155-000

WHEREAS, the owner was given notice, pursuant to Ark. Code Ann. §14-54-903, of the unsightly and unsanitary conditions on the properties described above, and instructed to clean the properties in accordance with Sections 42-77 and 42-78 of the Springdale Code of Ordinances;

WHEREAS, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown in the attached Exhibits:

\$238.32 clean-up cost and \$22.53 administrative costs – Cannonbury Place, Parcel 21-01155-000

WHEREAS, the property owners have been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown in the attached Exhibits;

WHEREAS, Ark. Code Ann. §14-54-904 authorizes the City Council to assert a clean-up lien on these properties to collect the amounts expended by the City in cleaning up these properties;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies that the following real property shall be placed on the tax books of the Washington County Tax Collector as delinquent taxes and collected accordingly:

\$260.85 plus 10% for collection – Cannonbury Place – (Parcel No. 21-01155-00)

Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this 14th day of November, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2301494



Date: 08/18/2023
Status: Abated
Property: CANNONBURY PL
City, State, Zip: ,

Officer on Site: Logan West
Abatement Type: Lien
Abatement Date: 08/18/2023
Abatement Start Time: 1000
Abatement End Time: 1100

Fee	Amount
Disposal Cost Recovery	\$118.32
Employee Rate	\$30.00
Equipment Rate	\$90.00
Total Fee: \$238.32	

Method of Compliance: At the property of Cannonbury Parcel #21-01155-000 the landscape crew removed the tall grass and weeds.

1 employee
1 tractor with brush hog

Logan West
Code Enforcement Officer

08/18/2023
Date



Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

David D. Phillips
Deputy City Attorney
dphillips@springdalear.gov

Garrett Harlan
Deputy City Attorney
gharlan@springdalear.gov



SPRINGDALE[™]
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764
Phone (479) 750-8173 • Fax (479) 750-4732
www.springdalear.gov

Giselle Gonzalez
Case Coordinator/Victim Advocate
ggonzalez@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Dixie Putt
Administrative Legal Assistant/Paralegal
dputt@springdalear.gov

Sasha Bennett
File/Discovery Clerk
sabbennett@springdalear.gov

September 18, 2023

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL**

Steve and Teresa Fisher
P.O. Box 39
Lowell, AR 72745

RE: Notice of clean-up lien on property located at 1782 Cannonbury Place, Springdale, Benton County, Arkansas, Tax Parcel No. 21-01155-000

Dear Property Owner/Lienholder:

On July 17, 2023 notice was posted on property located at 1782 Cannonbury Place, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was originally mailed to the owner of record on April 24, 2023, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about August 18, 2023. As of this date, the total costs incurred by the City of Springdale to clean this property are \$238.32. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$7.53 per letter and a filing fee in the amount of \$15.00 to the Benton County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before November 8, 2023, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, November 14, 2023, at 6:00 p.m. in the City

Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

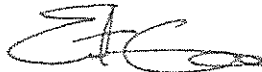
Please remit the total sum of \$245.85, which includes \$238.32 for cleaning up the property and \$7.53 for certified mailings to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

If you desire to contest the amount sought above, you will need to contact Neighborhood Services Division at 479-756-7712 for an appointment and you will be given a court date in Springdale District Court where you will have the opportunity to state your case before the District Court Judge.

This letter is also being mailed by regular mail to Steve and Teresa Fisher at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

If you should have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ernest Cate', written in a cursive style.

Ernest Cate
City Attorney

Enclosures
EBC:dp

PS Form 3811, July 2020 PSN 7530-02-000-9053

2. Article Number (Transfer from service label)
7020 0640 0001 3065 6547

9590 9402 7987 2305 3128 09

Steve and Teresa Fisher
P.O. Box 39
Lowell, AR 72745

1. Article Addressed to:
 Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

SENDER: COMPLETE THIS SECTION

3. Service Type
 Priority Mail Express®
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail® Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

B. Received by (Printed Name)
 C. Date of Delivery

A. Signature Agent Addressee

COMPLETE THIS SECTION ON DELIVERY



CITY OF SPRINGDALE
 OFFICE OF CITY ATTORNEY
 201 SPRING STREET
 SPRINGDALE, AR 72764



7020 0640 0001 3065 6547

US POSTAGE PAID BY FITNEY BOWES

 ZIP 72701 \$ 008.77⁰
 02 7W
 0008029151 SEP 18 2023

Steve and Teresa Fisher
 P.O. Box 39
 Lowell, AR

9/20

RETURN TO SENDER
 UNCLAIMED
 UNABLE TO FORWARD

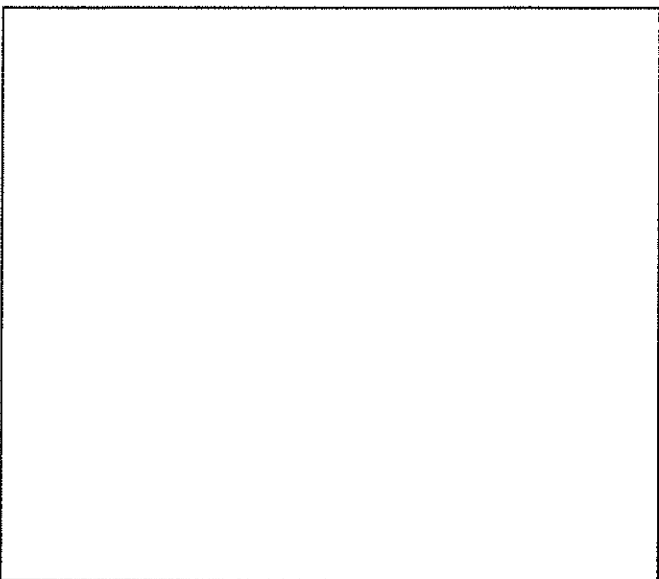
BC: 72764455401 *2753-06820-10-95

Page 166

UNC
 7274560039

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.



WHEREAS, the following real property located in Springdale, Washington County, Arkansas, is owned as set out below:

PROPERTY OWNER: Kenneth L. Collins

LEGAL DESCRIPTION: Lot Numbered Eleven (11) in Block One (1), Falcon Addition No. 1 to the City of Springdale, Arkansas, as per the recorded plat of said Addition on file in the office of the Circuit Clerk and Ex-officio Recorder of Washington County, Arkansas.

LAYMAN'S DESCRIPTION: 3601 Falcon Road

PARCEL NUMBER: 815-21837-000

WHEREAS, the owner was given notice, pursuant to Ark. Code Ann. §14-54-903, of the unsightly and unsanitary conditions on the properties described above, and instructed to clean the properties in accordance with Sections 42-77 and 42-78 of the Springdale Code of Ordinances;

WHEREAS, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown in the attached Exhibits:

\$409.32 clean-up costs and \$22.53 administrative costs – \$431.85 (Parcel No. 815-21837-000)

WHEREAS, the property owners have been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown in the attached Exhibits;

WHEREAS, Ark. Code Ann. §14-54-904 authorizes the City Council to assert a clean-up lien on these properties to collect the amounts expended by the City in cleaning up these properties;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies that the following real property shall be placed on the tax books of the Washington County Tax Collector as delinquent taxes and collected accordingly:

\$431.85 plus 10% for collection – 3601 Falcon Road (Parcel No. 815-21837-000)

Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _____, 20____.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2302168



Date: 09/01/2023
Status: Abated
Property: 3601 FALCON RD
City, State, Zip: ,

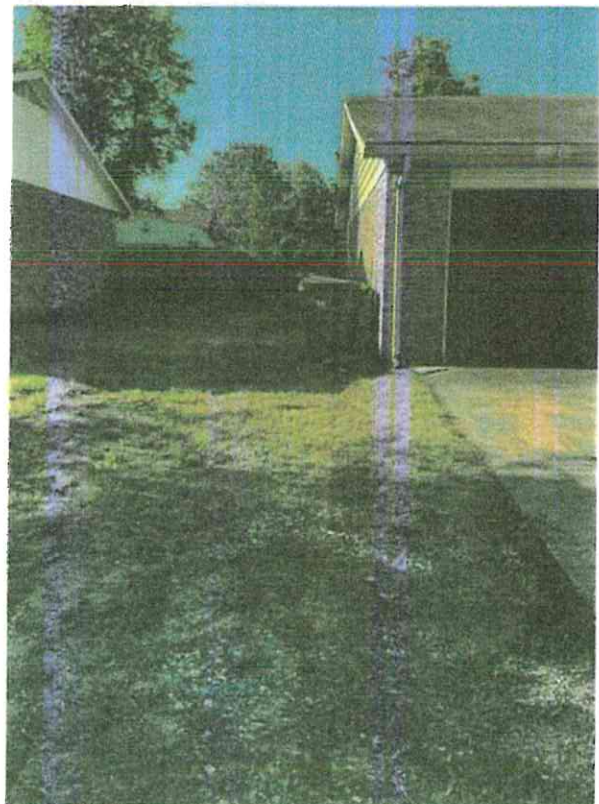
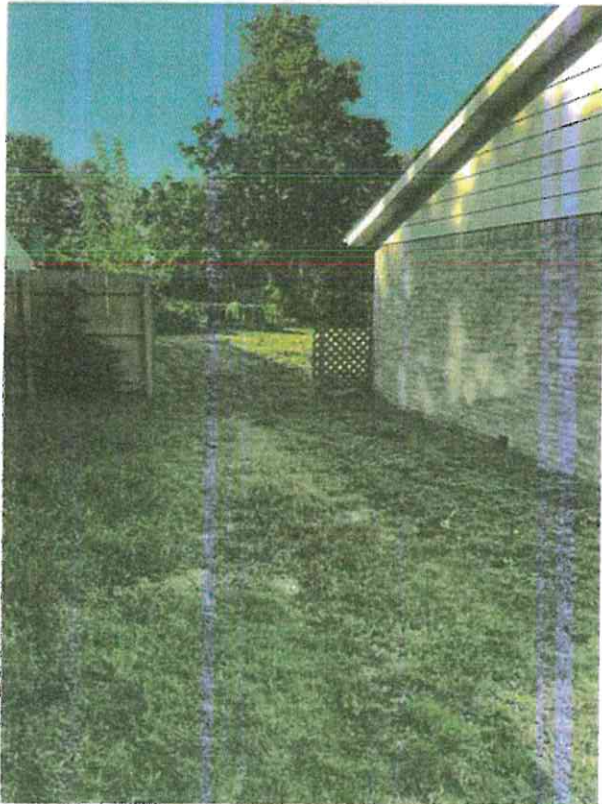
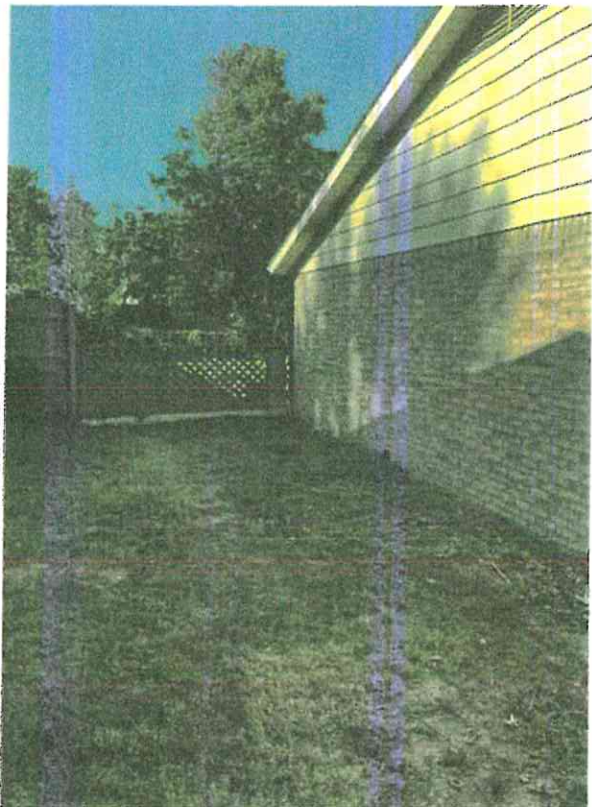
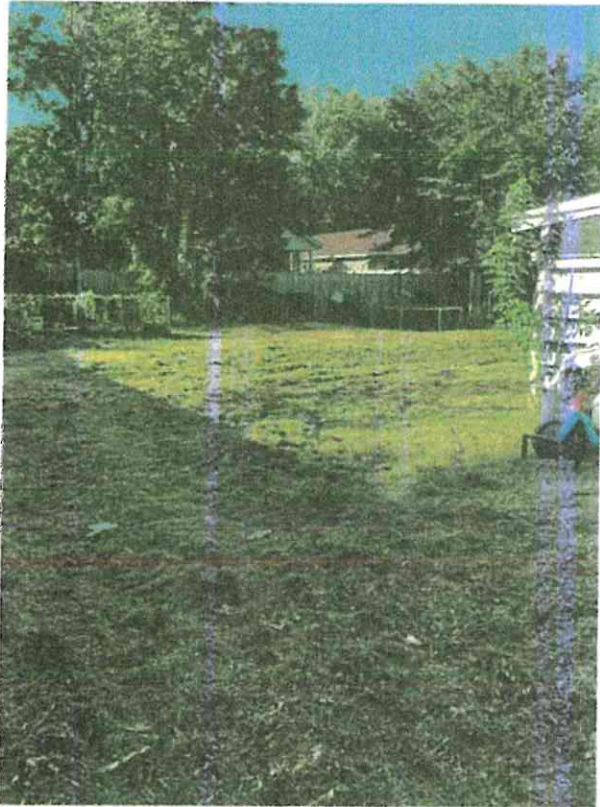
Officer on Site: Shane Pegram
Abatement Type: Lien
Abatement Date: 09/01/2023
Abatement Start Time: 0830
Abatement End Time: 0930

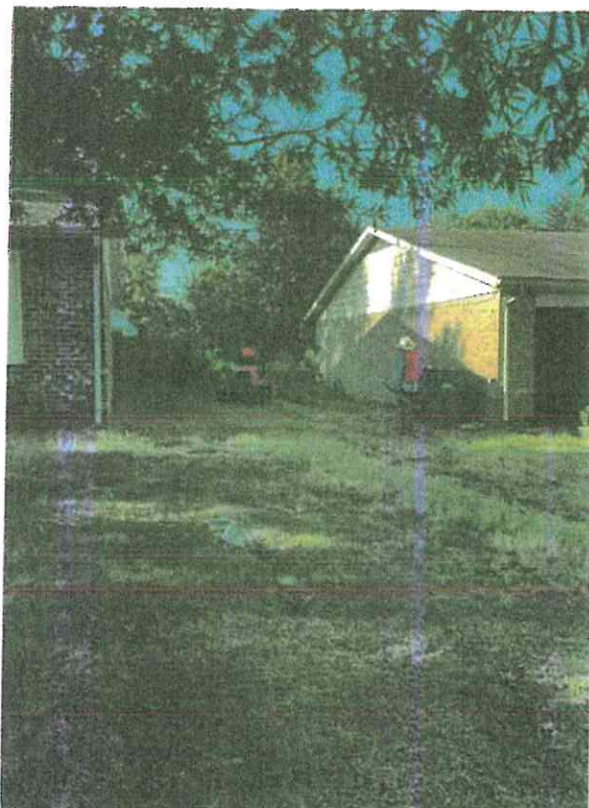
Fee	Amount
Employee Rate	\$0.00
Equipment Rate	\$0.00
Disposal Cost Recovery	\$118.32
Employee Rate	\$105.00
Equipment Rate	\$186.00
Total Fee: \$409.32	

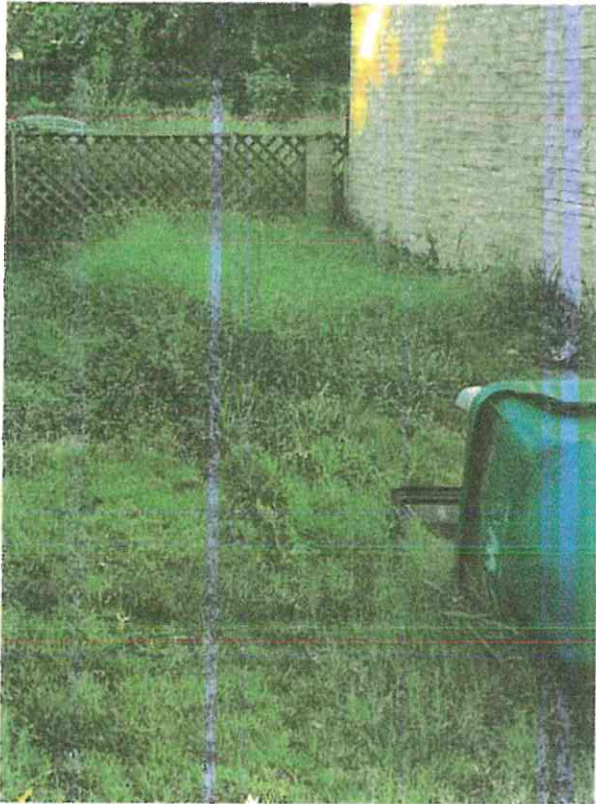
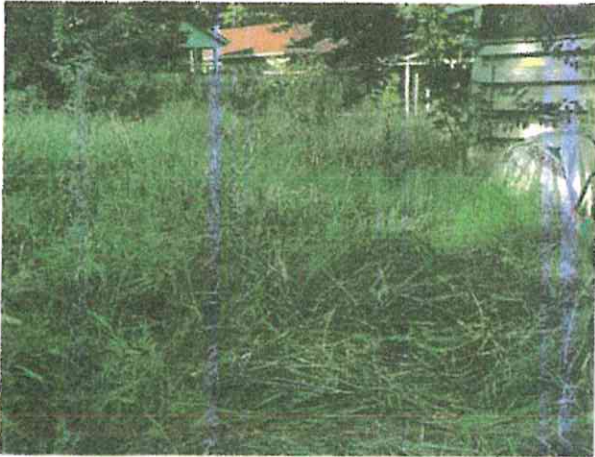
Method of Compliance: Are on September 1, 2023 the City of Springdale abated the property located at 3601 Falcon Rd. The abatement consisted of removing tall grass and weeds. Two full-time employees and three temporary workers participated in the abatement, while using various equipment needed.

Shane Pegram
Code Enforcement Officer

09/01/2023
Date









Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

David D. Phillips
Deputy City Attorney
dphillips@springdalear.gov

Garrett Harlan
Deputy City Attorney
gharlan@springdalear.gov



SPRINGDALETM
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764
Phone (479) 750-8173 • Fax (479) 750-4732
www.springdalear.gov

Giselle Gonzalez
Case Coordinator/Victim Advocate
ggonzalez@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Dixie Putt
Administrative Legal Assistant/Paralegal
dputt@springdalear.gov

Sasha Bennett
File/Discovery Clerk
sabennett@springdalear.gov

October 4, 2023

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL**

Kenneth L. Collins
3601 Falcon Road
Springdale, AR 72762-2076

RE: Notice of clean-up lien on property located at 3601 Falcon Road, Springdale, Washington County, Arkansas, Tax Parcel No. 815-21837-000

Dear Property Owner/Lienholder:

On August 4, 2023, notice was posted on property located at 3601 Falcon Road, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on August 10, 2023, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about September 1, 2023. As of this date, the total costs incurred by the City of Springdale to clean this property are \$409.32. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$7.53 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before November 8, 2023, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, November 14, 2023, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$416.85, which includes 409.32 for cleaning up the property and \$7.53 for certified mailing to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

If you desire to contest the amount sought above, you will need to contact Neighborhood Services Division at 479-756-7712 for an appointment and you will be given a court date in Springdale District Court where you will have the opportunity to state your case before the District Court Judge.

This letter is also being mailed by regular mail to Kenneth L. Collins at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

If you should have any questions, please let me know.

Sincerely,



Ernest B. Cate
City Attorney

Enclosures
EBC:dp

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kenneth L. Collins
 3601 Falcon Road
 Springdale, AR 72762-2076



9590 9402 8273 3094 8104 23

2. Article Number (Transfer from service label)

7020 0640 0001 3065 6691

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt



CITY OF SPRINGDALE
 OFFICE OF CITY ATTORNEY
 201 SPRING STREET
 SPRINGDALE, AR 72764

CERTIFIED MAIL



7020 0640 0001 3065 6691

US POSTAGE PAID BY FITNEY BOWES



ZIP 72701 \$ 008.77⁰
 02 7W
 0008029151OCT 04 2023

10/24/23
 ANK

Kenneth L. Collins
 3601 Falcon Road
 Springdale, AR 72762-2076

RETURN TO SENDER
 ATTEMPTED - NOT KNOWN
 UNABLE TO FORWARD

EC: 72764455401 *2755-08549-04-43

95270000661549162

ANK

SPRINGDALE CITY COUNCIL
OCTOBER 24, 2023

The City Council of the City of Springdale met in regular session on Tuesday, October 24, 2023 in the Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 3
Amelia Williams	Ward 4
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 1
Rex Bailey	Ward 2
Randall Harriman	Ward 1
Mark Fougerousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Blake Holte	Fire Chief
Frank Gamble	Police Chief
Patsy Christie	Planning Director
Mike Chamlee	Buildings Director
James Smith	Public Works Director
Ron Findley	Community Engagement Director
John Easterling	Engineering Department
Colby Fulfer	Chief of Staff
Anne Gresham	Library Director

CITIZENS COMMENTS

Elizabeth Caldwell, Springdale resident, asked about improvements at the intersection of Don Tyson and South Thompson.

Mayor Sprouse said engineers have been hired and have begun work on it.

APPROVAL OF MINUTES

Council Member Bailey moved the minutes of the October 10, 2023 City Council meeting be approved as presented. Council Member Williams made the second.

There was a voice vote of all ayes and no nays.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Williams made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Council Member Harriman made the second.

The vote:

Yes: Powell, Williams, Watson, Overton, Lawson, Bailey, Harriman, Fougerousse

No: None

RECOGNITION OF MISS INTERNATIONAL 2023

Mayor Sprouse presented a proclamation proclaiming Tuesday, October 24th as “Anna Claire Hey” Day. She was crowned Miss International 2023 and said she is excited to promote Northwest Arkansas this year.

REPORT ON ECONOMIC DEVELOPMENT

Jay Sego, Director of Economic Development, presented a 2nd Quarter Economic Development Report for the City of Springdale. (Report on file in City Clerk's Office)

REPORT ON DOWNTOWN SPRINGDALE ALLIANCE

Jill Dabbs, Director of Springdale Downtown Alliance, presented a quarterly report on all the happenings in downtown Springdale.

JONES CENTER FOR FAMILIES – CAMPUS PLAN

Terri Trotter, CEO of the Jones Center for Families, gave an update on plans to expand their campus downtown.

ORDINANCE NO. 5895 – ACCEPTING THE REPLAT OF LOTS 13-16 OF BLOCK 7, CREATING LOTS 25 & 26 OF THE BERT WATSON ADDITION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Replat of Lots 13-16 of Block 7, creating Lots 25 & 26 of the Bert Watson Addition to the City of Springdale, Washington County, Arkansas; and declaring an emergency.

Planning Commission recommended approval.

After reading the title of the Ordinance, Council Member Overton moved the Ordinance “Do Pass”. Council Member Williams made the second.

The vote:

Yes: Williams, Watson, Overton, Lawson, Bailey, Harriman, Fougrousse, Powell

No: None

Council Member Powell moved the Emergency Clause be adopted. Council Member Harriman made the second.

The vote:

Yes: Watson, Overton, Lawson, Bailey, Harriman, Fougrousse, Powell, Williams

No: None

The Ordinance was numbered 5895.

RESOLUTION NO. 155-23 – APPROVING A CONDITIONAL USE APPEAL FOR USE UNIT 44 (MOBILE VENDING) FOR EL TOROGOZ SALVADORIAN & MEXICAN CUISINE (C23-10) TO BE LOCATED AT 3389 NORTH THOMPSON STREET AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal for Use Unit 44 (Mobile Vending) for El Torogoz Salvadorian & Mexican Cuisine (C23-10) to be located at 3389 N. Thompson as set forth in Ordinance No. 4030.

RESOLUTION NO. ____

A RESOLUTION APPROVING A CONDITIONAL USE FOR (C23-10) EL TOROGOZ SALVADORIAN & MEXICAN CUISINE AT 3389 N. THOMPSON AS SET FORTH IN ORDINANCE NO. 4030

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on October 3, 2023, on a request by Julio Nehemias Lemus (C23-10) for a Use Unit 44 (Mobile Vending) in a General Commercial District (C-2).

WHEREAS, following the public hearing the Planning Commission by a vote of seven (7) yes and zero (0) nays recommends that a Conditional Use be granted to El Torogoz Salvadorian & Mexican Cuisine with the following conditions:

- Parking and loading areas identified
- May not operate between the hours of 10:00 p.m. and 7:00 a.m.
- Maintain on the site a minimum of three parking spaces designated for their use
- If a health certificate is required, display the health certificate in a manner visible to customers
- No obstruction of pedestrian or motor vehicle traffic flow
- No vending upon a public way
- No sound device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation
- Keep vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container
- Submission of approved gray water disposal by Springdale Water Utilities
- Submission of approved grease disposal method approved by Arkansas Department of Health

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to El Torogoz Salvadorian & Mexican Cuisine with the following conditions:

- Parking and loading areas identified
- May not operate between the hours of 10:00 p.m. and 7:00 a.m.
- Maintain on the site a minimum of three parking spaces designated for their use
- If a health certificate is required, display the health certificate in a manner visible to customers
- No obstruction of pedestrian or motor vehicle traffic flow
- No vending upon a public way
- No sound device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation
- Keep vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container
- Submission of approved gray water disposal by Rogers Water Utilities
- Submission of approved grease disposal method approved by Arkansas Department of Health

PASSED AND APPROVED THIS _____ DAY OF October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Council Member Harriman moved the Resolution be adopted. Council Member Fougousse made the second.

The vote:

Yes: Overton, Lawson, Bailey, Harriman, Fougousse, Powell, Williams, Watson

No: None

The Resolution was numbered 155-23.

RESOLUTION NO. 156-23 – APPROVING A WAIVER (W23-25) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO KACPER LASTOWIECKI IN CONNECTION WITH 117 PURSELL STREET, A SINGLE FAMILY DWELLING

Planning Director Patsy Christie presented a Resolution approving a waiver (W23-25) of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725, to Kacper Lastowiecki in connection with 117 Pursell Street, a single family dwelling. Planning Commission recommended denial of the sidewalk waiver.

Mr. Lastowiecki said he is asking for the waiver because it is a small 30 foot strip of property and does not feel like there will never be sidewalk built by his neighbors.

Council Member Overton made the motion to approve the Resolution with Option 2 to deny the waiver. Council Member Harriman made the second.

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W23-25) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO KACPER LASTOWIECKI IN CONNECTION WITH 117 PURSELL STREET A SINGLE FAMILY DWELLING

WHEREAS, Ordinance #3047 provides for the waiver (W23-25) of street improvements, drainage relating thereto, curbs, gutters and sidewalks to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W23-25) of street improvements to 117 Pursell Street including drainage improvements related thereto, sidewalk in connection with 117 Pursell Street a single family dwelling and the Planning Commission recommends denial of the waiver request.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby:

Option 2: Denies a waiver of street improvements to Pursell Street including drainage improvements related thereto, sidewalks in connection with 117 Pursell Street, a single family dwelling.

PASSED AND APPROVED THIS _____ DAY OF October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

Yes: Lawson, Harriman, Fougrousse, Watson, Overton

No: Bailey, Powell, Williams

The Resolution was numbered 156-23.

RESOLUTION NO. 157-23 – AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES CONTRACT WITH EARTHPLAN DESIGN ALTERNATIVES FOR SITE DESIGN OF THE SPRINGDALE SENIOR CENTER (2023 BOND PROJECT NO. 23BSC1)

Council Member Amelia Williams presented a Resolution authorizing the execution of an engineering services contract with Earthplan Design Alternatives for site design of the Springdale Senior Center (2023 Bond Project No. 23BSC1) for a fee not to exceed \$39,450 for basic services and reimbursable expenses.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES CONTRACT FOR SITE DESIGN OF THE SPRINGDALE SENIOR CENTER (PROJECT NO. 23BSC1)

WHEREAS, The City of Springdale is planning to construct a new senior center; and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected Earthplan Design Alternatives as the most qualified firm; and

WHEREAS, a contract has been negotiated for design of this project for a fee not to exceed \$39,450 for basic services and reimbursable expenses, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS,

The Mayor and City Clerk are hereby authorized to execute an engineering services contract with Earthplan Design Alternatives for site design for the Springdale Senior Center. Funds will be paid from the 2023 Senior Center Bond Fund.

PASSED AND APPROVED THIS ____ day of OCTOBER, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Bailey moved the Resolution be adopted. Council Member Fougrousse made the second.

The vote:

Yes: Bailey, Harriman, Fougrousse, Powell, Williams, Watson, Overton, Lawson

No: None

The Resolution was numbered 157-23.

RESOLUTION NO. 158-23 – AUTHORIZING THE EXECUTION OF A CONTRACT FOR ARCHITECT SERVICES FOR THE SPRINGDALE PUBLIC LIBRARY

Council Member Amelia Williams presented a Resolution authorizing the execution of a contract with Hight Jackson Associates PA for architect services for Springdale Public Library expansion and remodeling of the bathrooms. The contract amount is \$111,997.48 which is 7% of the estimated construction costs.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR ARCHITECT SERVICES

WHEREAS, the Springdale Public Library serves numerous residents of the City of Springdale, and

WHEREAS, the Library is in need of expansion and remodeled bathrooms, and

WHEREAS, Hight Jackson Associates PA has been selected as the architectural firm for this project, and

WHEREAS, the contract is in the amount of \$111,997.48 which is 7% of the estimated construction costs,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, THAT

Section 1. Expenditures for the architectural work on this project will be paid from the General Fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute an architecture services contract with Hight Jackson Associates PA for the Springdale Public Library.

PASSED AND APPROVED this ____ day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Watson moved the Resolution be adopted. Council Member Powell made the second.

The vote:

Yes: Harriman, Powell, Williams, Watson, Lawson, Bailey

No: Fougrousse, Overton

The Resolution was numbered 158-23.

RESOLUTION NO. 159-23 – AUTHORIZING PAYMENT OF AN INVOICE (PROJECT 18BPC2/1)

Chief of Staff Colby Fulfer presented a Resolution authorizing payment of an invoice to Milestone Construction Company for the municipal campus in the amount of \$1,345,787.42.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING PAYMENT OF AN INVOICE
PROJECT NO. 18BPC2/1**

WHEREAS, the City of Springdale contracted with Milestone Construction Company, LLC. for the construction of municipal campus, and

WHEREAS, The City has received an invoice for \$1,345,787.42 from Milestone Construction Company, LLC.,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to pay Milestone Construction Company, LLC., \$1,345,787.42 with funds from the 2018 Bond Funds.

PASSED AND APPROVED this ____ day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Watson moved the Resolution be adopted. Council Member Lawson made the second.

The vote:

Yes: Fougrousse, Powell, Williams, Watson, Overton, Lawson, Bailey, Harriman

No: None

The Resolution was numbered 159-23.

RESOLUTION NO. 160-23 – AUTHORIZING THE EXECUTION OF A CONTRACT FOR LIGHTING; TO WAIVE COMPETITIVE BIDDING AND FOR OTHER PURPOSES (2023 BOND PROJECT NO. 23BPP2)

Council Member Mike Lawson presented a Resolution authorizing the execution of a contract with GeoSurfaces Inc. in the amount of \$1,963,000.00 for lighting at Tyson, JB Hunt, C.L. and Willie George, Shaw and Murphy Parks. This will be paid out of 2023 Bond Fund (23BPP2).

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR LIGHTING; TO WAIVE COMPETITIVE BIDDING, AND FOR OTHER PURPOSES - 2023 BOND PROJECT NO. 23BPP2

WHEREAS, the City of Springdale has entered into the 2023 bond program with the approval of its residents, and

WHEREAS, the Parks and Recreation portion of the 2023 bond program was intended to purchase and install lighting at Tyson, JB Hunt, C.L. and Willie George, Shaw and Murphy Parks, and

WHEREAS, the city engaged a procurement consultant who was able to successfully negotiate terms with GeoSurfaces, Inc. in the amount of \$1,963,000.00, and

WHEREAS, the lighting negotiations came in below the budgeted amount of \$2,780,000, and

WHEREAS, the installation of lighting will be beneficial to our residents;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104.

Section 2. The Mayor and City Clerk are hereby authorized to execute a contract with GeoSurfaces, Inc. for the purchase and installation of lighting, in an amount not to exceed \$1,963,000.00, to be paid from the 2023 Parks and Recreation Bond Fund.

Section 3. The Mayor is authorized to approve change orders as long as the cumulative total of the change orders do not exceed 10% of the guaranteed original contract price.

PASSED AND APPROVED this ____ day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Bailey moved the Resolution be adopted. Council Member Lawson made the second.

The vote:

Yes: Powell, Williams, Watson, Overton, Lawson, Bailey, Harriman, Fougrousse

No: None

The Resolution was numbered 160-23.

RESOLUTION NO. 161-23 – TO WAIVE COMPETITIVE BIDDING AND TO PURCHASE A FIRE TRUCK AND RELATED EQUIPMENT (2023 BOND PROJECT NO. 23BPF2)

Chief of Staff Colby Fulfer presented a resolution to waive competitive bidding and to purchase a fire truck and related equipment from Siddons Martin Emergency Group, LLC. This new truck will operate out of Fire Station 10. The amount is not to exceed \$1,670,000.00 and will be paid out of the 2023 Fire Bond Fund (Project No. 23BPF2).

RESOLUTION NO. ____

**A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND TO
PURCHASE A FIRE TRUCK AND RELATED EQUIPMENT - 2023 BOND
PROJECT NO. 23BPF2**

WHEREAS, the City of Springdale has entered into the 2023 bond program with the approval of its residents, and

WHEREAS, a portion of the 2023 Fire Department bond program was intended to purchase a fire ladder truck, and

WHEREAS, the new fire truck will operate out of Fire Station 10, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104.

Section 2. The Mayor and City Clerk are hereby authorized to execute a contract for the purchase of a Pierce-Custom Enforcer Aerial, HD Ladder 107', in an amount not to exceed \$1,670,000.00, to be paid from the 2023 Fire Bond Fund.

Section 3. The Mayor is authorized to approve change orders as long as the cumulative total of the change orders do not exceed 10% of the guaranteed original contract price.

PASSED AND APPROVED this ____ day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Harriman moved the Resolution be adopted. Council Member Powell made the second.

The vote:

Yes: Williams, Watson, Overton, Lawson, Bailey, Harriman, Fougrousse, Powell

No: None

The Resolution was numbered 161-23.

RESOLUTION NO. 162-23 – SETTING A HEARING DATE ON A PETITION BY MARIO ARAUJO AND GLENDA ARAUJO TO ABANDON A PORTION OF A UTILITY EASEMENT IN THE CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS (LOGAN HEIGHTS SUBDIVISION)

City Attorney Ernest Cate presented a Resolution setting a hearing date for November 14, 2023 on a petition by Mario Araujo and Glenda Araujo to abandon a portion of a utility easement in Logan Heights Subdivision, Benton County, Arkansas.

RESOLUTION NO. _____

**A RESOLUTION SETTING A HEARING DATE ON A PETITION TO
ABANDON A PORTION OF A UTILITY EASEMENT IN THE CITY OF
SPRINGDALE, BENTON COUNTY, ARKANSAS.**

WHEREAS, Mario Araujo and Glenda Araujo have petitioned for the abandonment of a portion of a utility easement on Lot 13, Logan Heights Subdivision, to the City of Springdale, Benton County, Arkansas, as shown on Plat Book 2006, Pages 263-264, of the Benton County, Arkansas, land records, and being more particularly described as follows:

A PART OF LOT 13 OF LOGAN HEIGHTS SUBDIVISION, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID LOT 13; THENCE S08°45'36"W A DISTANCE OF 20.71 FEET; THENCE S81°14'02"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE S81°14'02"E A DISTANCE OF 10.00 FEET; THENCE S08°45'36"W A DISTANCE OF 42.00 FEET; THENCE N81°14'02"W A DISTANCE OF 10.00 FEET; THENCE N08°45'36"E A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 420.00 SQUARE FEET, OR 0.010 ACRES, MORE OR LESS. And as shown on the attached Exhibit.

Tax Parcel No.: 21-03097-000

Address: 3632 Logan Heights Drive

WHEREAS, the City Council finds that a hearing date should be set on the request to abandon the portion of the utility easement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that November 14, 2023, at 6:00 p.m. is set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time of said hearing as required by law.

PASSED AND APPROVED this ____ day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Watson moved the Resolution be adopted. Council Member Harriman made the second.

The vote:

Yes: Watson, Overton, Lawson, Bailey, Harriman, Fougrousse, Powell, Williams

No: None

The Resolution was numbered 162-23.

RESOLUTION NO. 163-23 – SETTING A HEARING DATE ON A PETITION BY CHARLES STRICKLAND TO ABANDON A PORTION OF A UTILITY EASEMENT IN THE CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS (LOGAN HEIGHTS SUBDIVISION)

City Attorney Ernest Cate presented a Resolution setting a hearing date for November 14, 2023 on a petition by Charles Strickland to abandon a portion of a utility easement in Monticello Subdivision, Benton County, Arkansas.

RESOLUTION NO. ____

A RESOLUTION SETTING A HEARING DATE ON A PETITION TO ABANDON A PORTION OF A UTILITY EASEMENT IN THE CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS.

WHEREAS, Charles Strickland has petitioned for the abandonment of a portion of a utility easement on Lot 11, Monticello Subdivision, to the City of Springdale, Benton County, Arkansas, as shown on Plat Book 20, at Page 3, plat records of Benton County, Arkansas, and being more particularly described as follows:

A 5' UTILITY EASEMENT TO BE VACATED, BEING A PART OF LOT 11, OF THE FINAL PLAT FOR MONTICELLO SUBDIVISION, FILED FOR RECORD IN THE BENTON COUNTY CLERK AND RECORDER'S OFFICE AS PLAT BOOK 20, PAGE 3. SAID EASEMENT LYING 2.5' ON BOTH SIDES OF THE CENTERLINE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF LOT 11; THENCE ALONG THE EAST LINE THEREOF, S03°33'06"W A DISTANCE OF 148.02' TO A FOUND 1/2" REBAR AT THE SOUTHEAST CORNER OF LOT 11, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WAVERLY AVENUE (A 50' PUBLIC RIGHT-OF-WAY) AND THE BEGINNING OF A 75.00' RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 50.65', HAVING A CHORD BEARING OF S74°12'12"W AND CHORD LENGTH OF 49.69'; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, AND RUNNING PARALLEL TO THE WEST LINE OF SAID LOT 11, N52°14'33"W A DISTANCE OF 50.95' TO THE POINT OF BEGINNING; THENCE N52°14'33"W A DISTANCE OF 40.00' TO THE POINT OF TERMINATION. CONTAINING AN AREA OF 200 SQUARE FEET OR 0.005 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD, IF ANY.

Tax Parcel No.: 21-00480-000

Address: 2342 Waverly Lane

WHEREAS, the City Council finds that a hearing date should be set on the request to abandon the portion of the utility easement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that November 14, 2023, at 6:00 p.m. is set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time of said hearing as required by law.

PASSED AND APPROVED this ____ day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Watson moved the Resolution be adopted. Council Member Harriman made the second.

The vote:

Yes: Watson, Overton, Lawson, Bailey, Harriman, Fougrousse, Powell, Williams

No: None

The Resolution was numbered 163-23.

RESOLUTION NO. 164-23 – AMENDING RESOLUTION NO. 147-23 TO LEVY WASHINGTON COUNTY AD VALOREM TAXES OF THE CITY OF SPRINGDALE, ARKANSAS

City Attorney Ernest Cate presented a Resolution amending Resolution No. 147-23 to levy Washington County Ad Valorem Taxes of the City of Springdale, Arkansas. On September 26, 2023, the City Council passed Resolution No. 147-23, establishing the Washington County ad valorem taxes to be approved for collection in the year 2024. The City has now been notified by the Washington County Assessor’s Office that the millage levy for collection in 2024 is required to be rolled back, pursuant to Ark. Code Ann. §26-26-402.

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 147-23 TO LEVY WASHINGTON COUNTY AD VALOREM TAXES OF THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, governing bodies of the municipalities of the State of Arkansas are required by law to levy ad valorem taxes no later than October of each year;

WHEREAS, on September 26, 2023, the City Council for the City of Springdale, Arkansas, passed Resolution No. 147-23, establishing the Washington County ad valorem taxes to be approved for collection in the year 2024;

WHEREAS, the City has now been notified by the Washington County Assessor’s Office that the millage levy for collection in 2024 is required to be rolled back, pursuant to Ark. Code Ann. §26-26-402;

WHEREAS, certain levies are needed to properly finance the operation of the City of Springdale, Arkansas; and,

WHEREAS, all property taxes and voluntary taxes will be collected by the Tax Collector of Washington County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

SECTION 1: That the following levies be approved for collection in the year 2024 and that copies of this Resolution be sent to the County Clerk and Tax Collector of Washington County.

The 2023 property tax levy to be collected by the Washington County Tax Collector are as follows:

	REAL ESTATE	PERSONAL PROPERTY
GENERAL FUND	.0046	.0046
FIREMEN’S PENSION	.0005	.0005
POLICEMEN’S PENSION	.0005	.0005
TOTAL	<u>.0056</u>	<u>.0056</u>

SECTION 2: The 2023 voluntary taxes to be collected by the Washington County Tax Collector are as follows:

	REAL ESTATE	PERSONAL PROPERTY
CITY FIRE FUND	.0015	.0015
LIBRARY	.001	.001
TOTAL	<u>.0025</u>	<u>.0025</u>

SECTION 3: The voluntary taxes will be printed in the Washington County Tax Collector's office and shall be billed and collected by the Washington County Tax Collector's office.

SECTION 4: The provisions of Resolution No. 147-23 are hereby repealed.

PASSED AND APPROVED this ____ day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Harriman moved the Resolution be adopted. Council Member Williams made the second.

The vote:

Yes: Overton, Lawson, Bailey, Harriman, Fougrousse, Powell, Williams, Watson

No: None

The Resolution was numbered 164-23.

CITY HEALTH INSURANCE UPDATE

Chief of Staff Colby Fulfer updated City Council on the city's health insurance plan.

We have been with Blue Cross Blue Shield for several years. This year they are proposing a 20 percent plus increase in premiums so we have been looking further into new options.

After a lot of time spent on studying this, the city is going with Aetna-Maratain, a self-funded plan that will change the trajectory on what we spend on our health insurance. The savings will be put into a restricted health fund account. We were able to save substantially on our rates while keeping the plan design the same. There will be a lot more tools for the employees to use to find the best value for them individually.

BUDGET MEETING

The City Council as a whole will meet on Monday, November 6, 2023, to review the 2024 Budget for the City of Springdale with all the department heads.

ADJOURNMENT

Council Member Overton made the motion to adjourn. Council Member Lawson made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 7:13 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer