

CITY OF SPRINGDALE
Committee Agendas
Monday, March 14th, 2016
Multipurpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Parks & Recreation Committee by Chairman Mike Lawson:

1. **A Discussion:** update on Bobby Hopper Park, presented by: Bill Mock, Director of Parks & Recreation.
2. **A discussion:** concerning the potential levy failure at Lake Springdale, presented by: Kathy Jaycox. (2-18)
3. **A Resolution:** expressing the willingness of The City of Springdale to utilize federal-aid funds for the following city projects- Dean's Trail, presented by: Patsy Christie, Director of Planning. (19-46)

Street & CIP Committee by Chairman Rick Evans:

4. **A Resolution:** expressing the willingness of the City of Springdale to utilize federal-aid funds for the following City project: Don Tyson Parkway Extension presented by: Brad Baldwin, Director of Engineering.(47)
5. **A Resolution:** authorizing the execution of an engineering services contract for the design of roadway lighting for the Elm Springs Road Bridge at I49, presented by: Brad Baldwin, Director of Engineering. (48-60)

Parks & Recreation Committee Meeting

Discussion concerning the Potential Levy Failure at Lake Springdale

By Kathy Jaycox



Cottonwood that started bank failure in 2008



Where Cottonwood tree caused the wall to go vertical.



Bank failure before Water Department repair.



First step in Water Department repair.



The rock pile is where Cottonwood came out upstream bank failure.



Downstream, notice how clear banks are.



Looking downstream where stairs will be.



Downstream, notice quality of banks.



Upstream toward stairs.



Trees are now 10 feet tall, blocking upstream and tearing up rip wrap.



Notice in 2 years how trees are climbing bank and will tear up sidewalk.



Trees are now 20feet tall and climbing up the bank



Trees are cut and left, would citizens be allowed to do this?



The rip wrap is slowly being torn apart



How much did this sidewalk cost? How long before it is destroyed?

they have in dealing with unwanted vegetation problems, (4) to provide documented evidence and examples where vegetation has negatively affected the safe operation or has contributed to the failure of dams, (5) to provide references to current or past research regarding the effects of plants and trees on dam safety, and (6) to provide example cost and other information related to rehabilitation and remediation of dams having problem woody plant growth. This chapter summarizes the collective state and federal attitude, and practice toward woody plant growth on dams.

Problems Caused by Trees and Woody Plants

Of the 48 states that responded to the above seven questions (Alabama and Delaware did not reply), all state dam safety officials indicated that they consider trees and plant growth on dams to be a safety problem. One eastern state dam safety engineer goes so far to say that trees are probably the major problem that he has to deal with. He notes further that most of the trouble occurs because owners (and some engineers) do not recognize trees as problems and become complacent as trees slowly grow into serious problems. Both state and federal officials agree that trees have no place on dams. Federal agencies like the Corps of Engineers, U. S. Bureau of Reclamation, and TVA, which own, operate and maintain their own dams, do not allow trees to grow on their structures. Figure 2 shows a problem dam in Nebraska where tree roots have been reported to penetrate the chimney drain and thus affect the



Figure 3. Example dam with inspection-hindering trees in Tennessee.

operation of the dam.



Figure 2. Example dam with problematic trees in Nebraska.

The problem most commonly noted by state officials is that trees, woody vegetation, briars, and vines interfere with effective safety inspections. Figure 3 illustrates this problem for a dam located in Tennessee.

Figure 4 gives a breakdown of the percentage ranges of regulated dams where the 48 reporting state dam safety officials shown in Figure 1 estimate that trees and brush hinder safety inspections in their respective states (ASDSO, 1999). While half the states report having only 20 percent or fewer dams with significant trees and woody vegetation that hinder inspections, vegetation on an estimated 30,000 or nearly a third of the collective state-regulated dams, is reported to obstruct effective dam safety inspections.

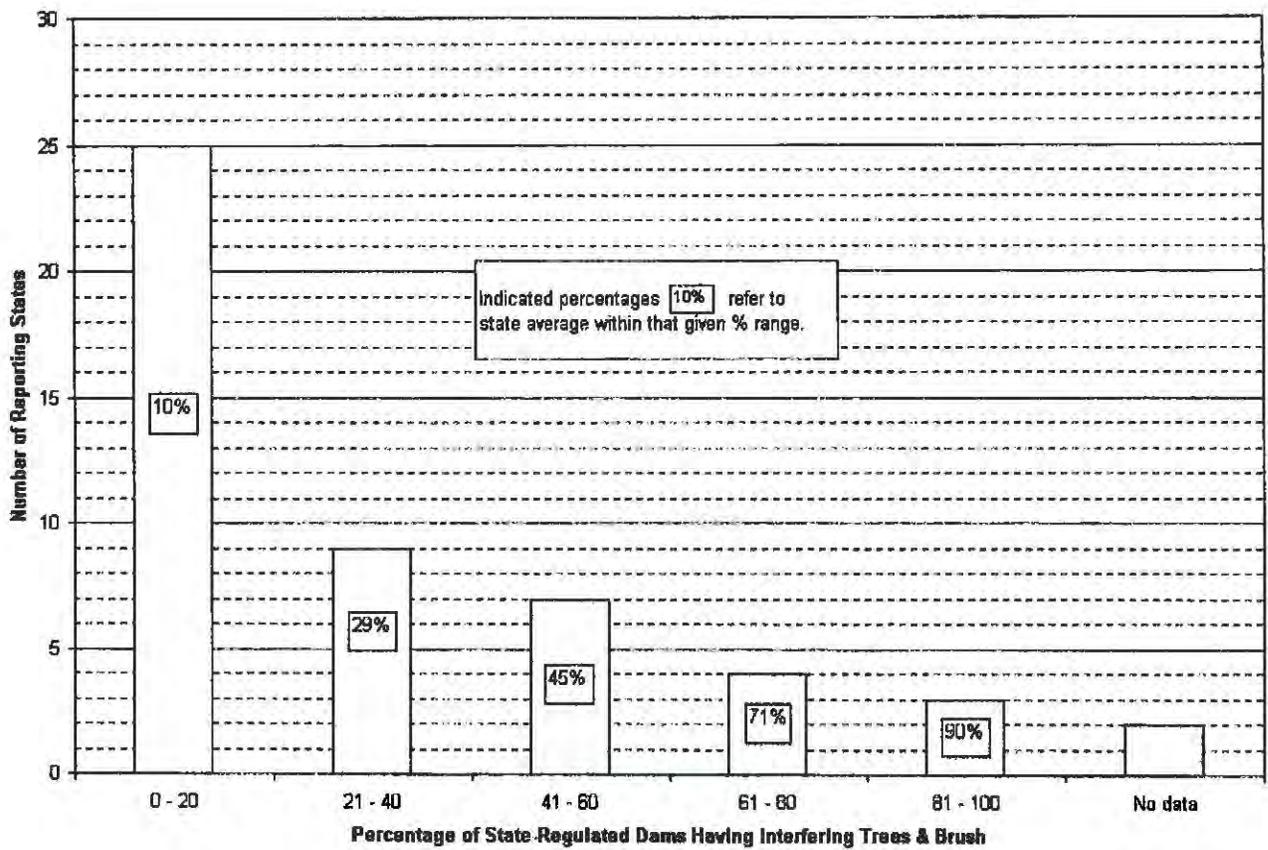


Figure 4. Estimated percentages of state-regulated dams where trees and brush are considered a deterrent to effective safety inspections.

Other dam safety problems caused by woody vegetation growth are:

- Uprooted trees that produce large voids and reduced freeboard; and/or reduced x-section for maintaining stability as shown in Figure 5.
- Decaying roots that create seepage paths and internal erosion problems.
- Interfering with effective dam safety monitoring,



Figure 5. Serious damage by uprooted tree to embankment stability at a dam in Oregon.

inspection and maintenance for seepage, cracking, sinkholes, slumping, settlement, deflection, and other signs of stress

- Hindering desirable vegetative cover and causing embankment erosion
- Obstructing emergency spillway capacity
- Falling trees causing possible damage to spillways and outlet facilities
- Clogging embankment underdrain systems
- Cracking, uplifting or displacing concrete structures and other facilities



Figure 6. Tree root induced scouring on crest and downstream face of Coffey dam in Kansas.

- Inducing local turbulence and scouring around trees in emergency spillways and during overtopping as shown in Figure 6.
- Providing cover for burrowing animals
- Loosening compacted soil
- Allowing roots to wedge into open joints and cracks in foundation rock along abutment groins and toe of embankment, thus increasing piping and leakage potential.
- Root penetration of conduit joints and joints in concrete structures

Current Policies and Procedures

Twenty-four of the 48 responding states noted that they had formal policies and/or operating procedures for addressing tree and woody plant growth issues. These policies usually include one, or some combination, of the following:

- Trees are not allowed to grow on dams or near toe and abutment
- All trees and stumps must be removed, but roots may be left
- All trees, stumps, and roots must be removed
- All trees must be removed, but root systems of "small" trees may be left; root systems of "large" trees must be removed
- Dams are treated on a case-by-case basis -- usually under the direction of a qualified professional engineer.

For those states that choose to distinguish between "small" and "large" trees, the definition basis ranges from two to eight inches in diameter; most use a size of four or six inches in carrying out their policies.

Of the remaining 24 states indicating that they have no formal policies or procedures, the range of recommended procedures to dam owners varies widely. Some states evaluate dams on a case-by-case basis, while other states require owners either to maintain their dams, to remove vegetation for inspection, or to use other means for dealing with plant problems such as requiring a qualified engineer to be retained, depending on the dam hazard classification.

In summary, states follow several schools of thought and considerations in dealing with trees and vegetation on existing and new dams:

Existing Dams:

- Distinguish between “small” trees and “large” trees
- Remove all trees, stumps, and roots from dam embankment
- Cut trees to ground level, but leave stumps and roots
- Cut trees, remove stumps, but leave roots
- Consider case-by-case basis
- Breach, remove, or decommission dam
- Require retention of a qualified engineer by owner
- Do nothing.

Chapter 4: Dam Remediation Design Considerations presents recommended procedures for removal of trees and dealing with tree and woody vegetation related problems.

Figures 6 and 7 illustrate extensive efforts necessary to restore a heavily wooded earthen dam to a desirable vegetated and maintained condition.

New Dams:

- Establish effective ground cover and hope for the best in continual maintenance
- Use vegetative barriers such as bio-barriers, or use silvicides/herbicides/chemical treatment.



Figure 6. Trees cut prior to removing stumps and roots from dam.



Figure 7. Completed remediation job after removing stumps, seeding, fertilizing & mulching.

Constraints to Removing Trees and Plants

Several state and federal dam safety officials reported constraints to removing and/or controlling unwanted trees and other vegetation. Constraint categories explicitly cited by state dam safety officials (number of states in parentheses) are given below:

- Financial limitations by owners (13 states)
- Environmental regulations and/or permits (10 states)
- Legal issues (6 states)
- Aesthetics (5 states)
- Threatened/endangered species issues (2 states)
- Media (1 state)
- Sentimental reasons (several).

States indicated that the greatest constraint to removing unwanted trees and plants and repairing a structure infested with roots is limited financial capability by the owner. States such as Kentucky try to work with the owner to minimize the financial burden without threatening public safety. Ohio has recently established two low-cost loan programs to assist qualified public and private dam owners in funding safety-related improvements to their dams, including repairs mandated by the state dam safety program.

Environmental constraints range from limitation of the use of certain herbicides or chemicals for controlling vegetation and for treating stumps and/or roots near water bodies; to prohibition of, or air quality concern for, burning cleared vegetation. Unless exempted, vegetation removal and maintenance around dams may conflict with wetland protection regulations. In Washington, environmental issues can pose a major hurdle to removing trees, but ultimately, public safety takes precedence over environmental concerns. In Arizona, problems with time-consuming environmental permit requirements for larger plant removal projects are sometimes encountered.

Some states have limited legal power to force owners to remove trees and vegetation from dams. This lack of authority may cause delays and expensive and time-consuming litigation to obtain an order. Other states, like Maine, do not have specific laws that force owners to remove vegetation from their dams, and removal orders have yet to be tested. One state, South Carolina, notes that if the owner will not voluntarily cut or remove unwanted vegetation, the only course is to start legal action against the owner. Because legal help is limited, such help is normally requested for the "most extreme cases." This means that only a few owners can be forced to do something about their vegetation. In New Hampshire, legal assistance is sometimes necessary to perform enforcement functions. In Oregon, if there is a problem with a recalcitrant owner, a Proposed Order can be initiated by the Oregon Dam Safety Program to correct the situation if it is determined to be an immediate threat to the integrity of the structure. However, this process can be rather lengthy and expensive when staff time, materials, and attorney fees are included in the costs of preparing for a contested case hearing. In the end, most dam owners have the right to contest state directives to remove trees and other plants through administrative and legal processes and judicial appeals.

In some states, concerns have arisen when dams are located in parks or environmentally sensitive areas, especially when endangered or threatened species habitat is involved, in turn creating legal constraints.

Aesthetics and sentimental reasons are often used by dam owners and their neighbors to resist removing trees and undesirable vegetation. This is particularly true if owners have intentionally planted ornamental trees and shrubs on their dams to provide shade or fruit, or to improve looks. Some owners believe that the more woody vegetation on a structure, the better -- thus making it very difficult for state dam safety officials to request its removal.

The power of the press has had major influence on tree removal programs in some cases, especially where the target dam is owned by a poor or downtrodden citizen or insolvent municipality. Heated controversy between public safety interests and private owners or

interest groups was generated through various newspaper stories and letters to the editor in 1990 over the removal of 500 mature cottonwood trees on two dams owned by an 85-year-old widowed rancher who at the time was suffering from serious illness. The news stories, which cast the owner as being targeted because she was vulnerable, influenced the owner's neighbors to encourage her to take a stand against further removal of 500 remaining trees because they felt that enforcement of the state dam safety act "would cause more harm than good."

While these constraints affect the ability of many states to enforce their regulations, some states such as Arkansas, Georgia, Colorado, Iowa, Maryland, Montana, New Jersey, North Carolina, and Tennessee report no major constraints to enforcement and consider the safety of dams to be of primary importance.

Federal agencies appear to have fewer constraints than states relative to mandating the upkeep and maintenance of jurisdictional dams. However, some federal agencies noted that they must make sure that they comply with the National Environmental Policy Act and the Endangered Species Act prior to initiating tree and plant control and management. Isolated constraints at the National Park Service involving funding priorities, historic preservation, and disruption of visitor services may override safe operation and maintenance needs at some dams. Local watershed districts that are often poorly funded are responsible for the operation and maintenance of many of the USDA/NRCS flood control dam projects.

Vegetation-Caused Problems and Failures

Twenty-nine states indicated documented evidence where vegetation on dams has either caused dam failure or negatively affected their safe operation. Sixteen states had no documented evidence and five states had no response. Several states provided photos (Figure 8) and information on tree caused failures or dam



Figure 8. Exposed tree roots in overtopped dam.

safety problems. The most recent documented dam failure due to tree root penetration occurred in May 1999 at an unnamed Air Force Academy dam near Colorado Springs. Here, an approximately 13-ft. high dam with a pond capacity of less than 5 acre-feet of horse stable waste water failed, releasing its contents and injuring a horse in a stable located about 100 yards downstream. The failure occurred after more than 7 inches of rain had fallen in the previous 72 hours. The dam had several pine trees on its crest and faces, and the breach opening exposed an extensive, deep root system. Roots up to 4 inches in diameter were found in the breach area. Figure 9 shows an example of a large root exposed in the bottom of the channel at the breach. The dam had not overtopped, and the failure was attributed to internal erosion of the decomposed granite embankment material along the roots. A tree had been located directly over the breach.

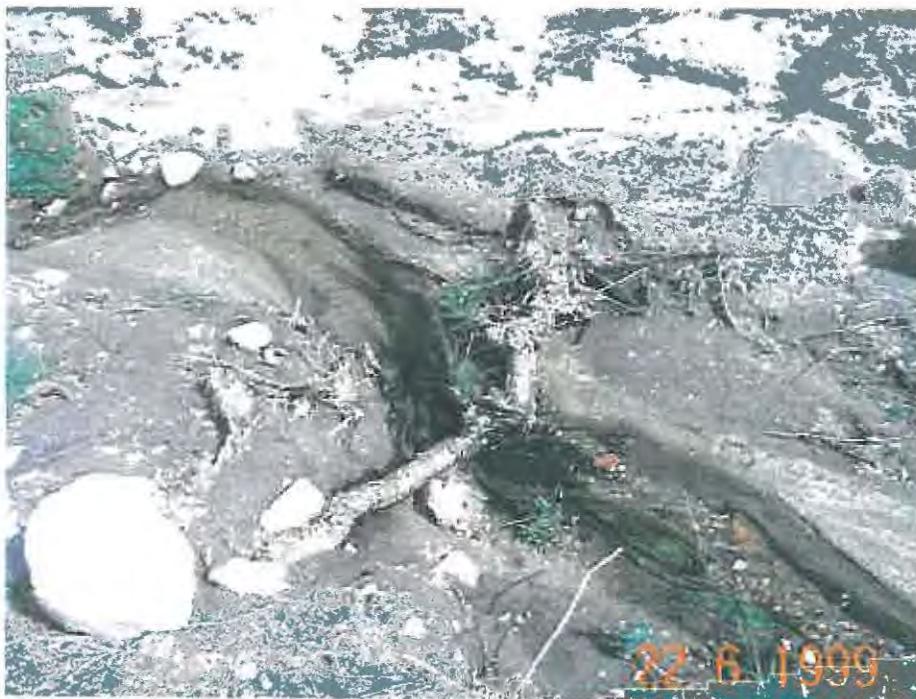


Figure 9. Large pine tree root located in the channel of the breach opening of a failed Air Force Academy waste lagoon pond dam (David Eyre, Senior Civil Engineer, Air Force Academy, Colorado, 1999).

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO UTILIZE FEDERAL-AID FUNDS FOR THE FOLLOWING CITY PROJECT – DEAN'S TRAIL

WHEREAS, the Northwest Arkansas Regional Planning Commission has recently approved Federal-aid Transportation Alternatives Program funds for the project at the following Federal and City participating ratios:

Type of Work	Work Phase	Federal %	City %
Construction of City Project	Preliminary Engineering	0	100
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	0	100
City projects programmed but not let to contract	All Phases	-0-	100

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

Section I: The City will participate in accordance with its designated responsibility in this project including maintenance of this project.

Section II: Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this City project.

Section III: The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

PASSED AND APPROVED this _____ day of _____, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

RECEIVED MAR 9 2016

Scott E. Bennett
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

March 1, 2016

RECEIVED
MAR - 8 2016
PLANNING OFFICE
CITY OF SPRINGDALE

The Honorable Doug Sprouse
Mayor of Springdale
201 Spring Street
Springdale, AR 72764

Re: Dean's Trail Phase 1 (Springdale)

Dear Mayor Sprouse:

Reference is made to your letter requesting that the Department begin project development on the Dean's Trail Phase 1 project recently approved by the Northwest Arkansas Regional Planning Commission.

In order to proceed with a Federal-aid project, your City Council must adopt a resolution (sample enclosed) authorizing you to enter into any necessary agreements with the Department for the project. Then you and the City Attorney must sign the enclosed Agreement of Understanding. Upon receipt of the resolution and Agreement, State and Federal-aid job numbers will be assigned and a copy of the executed Agreement of Understanding will be returned to you. When submitting the Agreement to the Department for execution, you will also need to sign Attachment N and complete Attachment O.

If you have any questions, please contact Daniel Siskowski or Carlos Meredith at (501) 569-2261.

Sincerely,

A handwritten signature in blue ink that reads "Kevin Thornton".

Kevin Thornton
Assistant Chief Engineer – Planning

Enclosures

- c: Deputy Director and Chief Engineer
Program Management
Transportation Planning and Policy
District 4
Mr. Jeff Hawkins, Executive Director – NWA Regional Planning Commission

FEDERAL-AID PROJECT RESOLUTION

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE
TO UTILIZE FEDERAL-AID FUNDS
FOR THE FOLLOWING CITY PROJECT:**

Dean's Trail Phase 1

WHEREAS, the Northwest Arkansas Regional Planning Commission has recently approved Federal-aid Transportation Alternatives Program funds for the project at the following Federal and City participating ratios:

Type Work	Work Phase	Federal %	City %
Construction of City Projects	Preliminary Engineering	0	100
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	0	100
City projects programmed but not let to contract	All Phases	-0-	100

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

SECTION I: The City will participate in accordance with its designated responsibility in this project including maintenance of this project.

SECTION II: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this City project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2016.

Doug Sprouse
Mayor

ATTEST: _____

(SEAL)

**AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF SPRINGDALE
AND
THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**

In Cooperation with the
U. S. Department of Transportation
Federal Highway Administration

RELATIVE TO

Construction of **Dean's Trail Phase 1** (hereinafter called the "Project") as a Federal-aid project.

WHEREAS, funding in the Moving Ahead for Progress in the 21st Century (MAP-21) Act and Fixing America's Surface Transportation (FAST) Act includes 80% Federal-aid funds to be matched with 20% non-federal funds for approved Transportation Alternatives Program (TAP) projects; and

WHEREAS, the **City of Springdale** (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching cash share for such funds; and

WHEREAS, the Sponsor will transmit to the Arkansas State Highway and Transportation Department (hereinafter called the "Department") a signed and sealed Resolution from the City Council authorizing the Mayor to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding participation will be as follows, subject to the amount of Federal-aid approved for the Project:

	<u>Maximum Federal %</u>	<u>Minimum Sponsor %</u>	
Project Design:	0	100	
Right-of-Way/Utilities:	80	20	
Construction:	80	20	
Construction Inspection:	0	100	
Department Administrative Cost (1% of Const. Amt.):	0	100	; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Attachment A) and that, as part of these requirements, the Department may set goals for DBE participation in the Project ranging from 0% to 100% that are practical and related to the potential availability of DBEs in desired areas of expertise.

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to make the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement.

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation of the Project and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Attachment B). The duties and functions of this person are:
 - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - Maintains familiarity of day to day project operations, including project safety issues;
 - Makes or participates in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
 - During construction, visits and reviews the project on a daily basis;
 - Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - Directs project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation;
 - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Request review from the Arkansas Historic Preservation Program (AHPP) (Attachment C). Then, forward AHPP's approval to the Department.
3. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer or licensed architect must sign the plans and specifications for the Project.
4. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved (See Attachment D for items to be included in the bid proposal).
5. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in conformance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
6. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").
7. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the Project (See Attachment E).
8. Submit a certification letter (Attachment F), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.

9. Advertise for bids in accordance with federal procedures as shown in Attachment G.
NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.
10. Forward a copy of all addenda to the Project during the advertisement to the Department.
11. After bids are opened and reviewed, submit a certification (Attachment H), including all items noted, to the Department and request concurrence in award of the contract.
12. Prior to issuing the notice to proceed to the Contractor, hold a pre-construction meeting with the Contractor and invite the Department's Resident Engineer assigned to the Project.
13. Perform construction inspection in accordance with Attachment I.
14. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCR) form (Attachment J).
15. Attach LPA Report of Daily Work Performed (Attachment K) for all days that correspond with each CCR submittal.
16. Prior to executing the work, submit change orders to the contract to the Department's Resident Engineer assigned to the Project for review and approval for program eligibility.
17. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment L). This form must be signed by the engineer/architect performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.
18. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
19. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
20. To the extent permitted by law, indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the Sponsor, including any act of omission, neglect or misconduct of the Sponsor. Further, the Sponsor shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United State Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.

It is acknowledged that the Sponsor is entitled to certain immunities provided by A.C.A. §21-9-301 and that nothing contained herein shall be construed as a waiver of any such statutory immunities.

21. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
22. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 49 CFR 18.42 - Retention and access requirements for records (Attachment M).
23. Grant the right of access to Sponsor's records pertinent to this Project and the right to audit by the Department and Federal Highway Administration officials.
24. Be responsible for its portion of the total project cost and 1% of the contract amount for Department administration.
25. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
26. Be responsible for 100% of any and all expenditures which are declared non-participating in federal funds, including awards by the State Claims Commission.
27. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment N), which is necessary for Project participation.
28. Repay to the Department the federal share of the cost of any portion of this Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.
29. Repay all federal funds if this is determined necessary for any reason.
30. Retain total, direct control over the Project throughout the life of the improvements and **not, without prior approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project as approved;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of a project due to the Project's obsolescence.

31. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of federal funds and may result in withholding all future Federal-aid.
32. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$500,000 threshold is subject to change after OMB periodic reviews.
33. Promptly notify the Department if the Project is rendered unfit for continued use by natural disaster or other cause.
34. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment O).

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. Provide routine environmental documentation for the Project.
3. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.
4. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.
5. Review plans and specifications for project/program eligibility.
6. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
7. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
8. Review bid tabulations and concur in award of the construction contract for the Project.
9. Participate in the Sponsor's preconstruction and final acceptance meetings.
10. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.
11. Review and approve any necessary change orders for project/program eligibility.
12. Reimburse the Sponsor 80% (Federal-aid share) for eligible costs up to the maximum Federal-aid amount as approved in the CCRR form (Attachment J). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at

the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.

13. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Attachment L).

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving all future Federal-aid funds administered by the Department.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the Project or fail to complete the Project as specified in this Agreement or fail to adequately maintain or operate the Project, the Department may cause funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this _____ day of _____, 2016.

ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

CITY OF SPRINGDALE

Scott E. Bennett
Director of Highways and Transportation

Doug Sprouse
Mayor

Ernest Cate
City Attorney

**ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT**

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation Department (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ahtd.ar.gov

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

**GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING DISADVANTAGED BUSINESS ENTERPRISES**

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a disadvantaged business enterprise affirmative action program, which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart F, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in 49 CFR Part 26, Subsections 26.101 and 26.107 shall substitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

Sponsor Letterhead

*(Designating Full-Time Employee
in Responsible Charge)*

DATE

Mr. Emanuel Banks
Deputy Director and Chief Engineer
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Re: Job #
Job Name
County

Dear Mr. Banks:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be _____. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

Attachment C

DATE

Ms. Stacy Hurst
Historic Preservation Program
1500 Tower Building
323 Center Street
Little Rock, AR 72201

Re: Job #
Job Name
County

Dear Ms. Miller:

The *City of* proposes the enhancement of *project and location*.

Describe the project. A location map is enclosed.

(enclose a map a USGS 7.5 minute topographic quadrangle is preferred by SHPO)

We appreciate any comments you may have regarding the handling of this project. If *name the contact person for the sponsor and phone number* ... can be of assistance in this activity, please let us know.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

Enclosure(s)

REQUIRED CONTENTS OF BIDDING PROPOSALS FEDERAL-AID PROJECTS

1) **FHWA-1273**

Each set of contract documents shall include FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," and such supplements that may modify the FHWA-1273. Copies of FHWA-1273 and supplements will be provided by the Department.

2) **Anti-Collusion and Debarment Certification**

The certification shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the law of the United States. The required form for the Anti-Collusion and Debarment Certification will be provided by the Department. The certification includes:

- Anti-collusion - A statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or in-directly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.
- Debarment - A statement regarding debarment, suspension, ineligibility and voluntary exclusion as required by Title 49 of the Code of Federal Regulations, Part 29 (49 CFR 29).

Failure to submit the executed Certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

3) **Lobbying Certification**

This certification is required by 49 CFR 20. The form for this certification will be provided by the Department.

4) **Davis-Bacon Pre-determined Minimum Wage Rates**

Davis-Bacon requirements apply to all projects greater than \$2,000 that are physically located within the existing right-of-way of a functionally classified city street and all Transportation Alternatives Projects regardless of location. The Davis-Bacon wage rates will be provided by the Department.

CITY / COUNTY LETTERHEAD

JOB NUMBER
JOB DESCRIPTION
COUNTY

Title to the right of way necessary for the construction of this project has been acquired, *or will be acquired*, in accordance with applicable Federal Highway Administration procedures.

↓ indicate total number in each category here. Delete any categories not used in this job.

- ___ Tract(s)
 - ___ Options(s)
 - ___ Paid
 - ___ Donation(s)
 - ___ Negotiation Pending* - include tract number(s) and statement: "It is anticipated that this/these tract(s) will be acquired by (date)."
 - ___ Condemnation(s) – (include Order of Possession date or date the Court Order was filed)
 - ___ Condemnation(s) Pending* - include tract number(s) and anticipated filing date
- * If applicable

↓delete the statement in each pair that does not apply
There are no displacees on this project.

-Or-

Relocation Assistance has been provided in accordance with applicable Federal Highway Administration procedures and all displacees have moved from this project. There was/were # displaced (residence(s)/business(es)/personal property/etc) on the project.

There are no structures located within the right of way area.

-Or-

All structures have been removed from this project, except for those to be included as demolition items in the highway contract.

No conflicting utilities are known to exist in the right of way area.

-Or-

Necessary utility relocation has been, or will be, completed as shown in the attached Utility Status Report.

There are no railroads involved on this project

-OR-

Tract(s) # ___ shown above include(s) # ___ (Permanent/Temporary Construction Easements) for ___ Railroad.

No right of way in excess of that needed for construction or future maintenance of this project was acquired.

Certified by: _____
(Type name)
(Type title)

Date: _____

CERTIFICATION LETTER
REQUESTING AUTHORITY TO ADVERTISE

DATE

Mr. Emanuel Banks
Deputy Director and Chief Engineer
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Re: Job #
Job Name
County

Dear Mr. Banks:

The following documents are submitted concerning the referenced project:

1. One set of plans and specifications.
2. A copy of the preliminary estimate of cost.
3. An unexecuted copy of the bid proposal form.

I certify that the plans, specifications and estimate were prepared by or under the direct supervision of a Professional Engineer/Architect licensed to practice in the State of Arkansas and that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

I understand that if any project items are declared non-participating in federal funds due to failure to comply with any State or federal requirements, the City will promptly repay such funds to the Arkansas State Highway and Transportation Department (AHTD). Further, I hereby authorize the Director of the Arkansas State Department of Finance and Administration to transfer such funds from the City's Motor Fuel Tax allotment to the AHTD's RRA Fund upon notification by the Director of Highways and Transportation that such funds are due AHTD and have not been paid by the City.

Approval to proceed with advertisement of the project for bids is requested.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

Enclosures

GUIDELINES FOR ADVERTISING AND OPENING BIDS FEDERAL-AID PROJECTS

Upon receipt of written authorization from the Arkansas State Highway and Transportation Department, the project may be advertised for bids. The following minimum guidelines for advertising must be met:

- The minimum advertising period is three weeks.
- In addition to meeting the State requirements for advertising for construction projects, the project must be advertised a minimum of two times in a statewide newspaper.
- The notice must contain: (1) the time, date, and place that sealed bids are to be accepted, opened, and publicly read; (2) a brief description of the kind or type of work contemplated; and (3) the place at which prospective bidders may obtain plans and specifications.
- The Sponsor will include the following language in the solicitation for bids:

“The Sponsor hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.”
- All bids received in accordance with the terms of the advertisement shall be publicly opened and at a minimum, the total amount bid must be read (the sponsor may choose to read the bids item by item).
- If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.
- **Negotiation with contractors during the period following the opening of bids and before the award of the contract shall not be permitted.**

CERTIFICATION LETTER
REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

DATE

Mr. Emanuel Banks
Deputy Director and Chief Engineer
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Re: Job #
Job Name
County

Dear Mr. Banks:

The following documents are submitted concerning the referenced project:

1. One set of bid tabulations.
2. A check in the amount of 1% of the low bid as the AHTD administration fee.
3. Justification of award (if low bid amount is greater than 10% over the estimate).

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the City Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Your concurrence in the award of this contract to CONTRACTOR is requested.

Sincerely,

Sponsor's CEO

Sponsor's Attorney

Enclosures

**GUIDELINE FOR INSPECTION OF LOCALLY ADMINISTERED
CONSTRUCTION CONTRACTS FOR
TRANSPORTATION ALTERNATES PROGRAM (TAP) PROJECTS AND
RECREATIONAL TRAILS PROGRAM (RTP) PROJECTS**

Upon receipt of written concurrence from the Arkansas State Highway and Transportation Department in the award of the construction contract, the construction contract may be executed. The following minimum guidelines for inspection must be met:

- 1) Project must be inspected by a Professional Engineer, Architect, or Landscape Architect registered to practice in the State of Arkansas.
- 2) Project must be inspected using best practices for the type of work and the Sponsor is not required to use Department inspection procedures.
- 3) Prior to beginning construction activities, the Sponsor must hold a pre-construction meeting and must invite the Department's Resident Engineer (RE) assigned to the project. At the meeting:
 - a) The Sponsor will provide the RE two sets of plans and two copies of the construction contract. (One for RE's records and one to be sent to Program Management Division)
 - b) The RE will provide a packet of posters and notices required by the FHWA-1273 supplemental specifications.
- 4) Submit the Construction Certification and Reimbursement Request (CCRR) form to the RE for review and handling. RE to check:
 - a) Maximum federal funding available.
 - b) Signed by Sponsor's Chief Elected Official (CEO).
 - c) RE to review for math errors and compare to previously submitted CCRRs.
 - d) Page 2 must be submitted.
 - e) Copy of check(s) from the Sponsor to the Sponsor's Contractor and LPA Report(s) of Daily Worked Performed.
- 5) Prior to implementing change orders, the Sponsor must submit fully executed change orders to the Department's RE for Department review and approval. The change order form must include:
 - a) The Sponsor's CEO (or designated representative), Engineer/Architect's, and Contractor's signature.
 - b) Description of the change and why the change was necessary.
 - c) For unit price contracts, any changes in quantities.
 - d) For new pay items, the pay item name, quantities, units, and unit price.
 - e) Time extensions.
 - f) All change orders must be reviewed and approved before beginning work except for reconciliation change orders at the end of the project.
 - g) Reconciliation changes are required for project underruns greater than 20% and for all projects greater than 10% over.
- 6) Upon completion of the Project:
 - a) Submit a CCRR form showing the work completed as the final contract amount.
 - i) This form must be submitted even if the Sponsor has been reimbursed 100% of the Federal-aid available for the Project.
 - b) Hold a final acceptance meeting in which the Sponsor's engineer/architect, the designated full-time employee and the Department's RE must attend.
 - c) Submit the LPA Final Acceptance Report form to the RE at the final acceptance meeting.

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Revised: 12/19/13

PAGE 1 OF 2 PAGES

Job No.: _____	Payee/Sponsor: _____	DATE: _____	
FAP: _____	address _____		
County: _____			PAY REQUEST # _____
Job Name: _____			FROM: _____ TO: _____
	Federal Tax ID No.: _____		

SPONSOR'S REQUEST FOR PAYMENT

1 Maximum Approved Federal-aid Amount	_____
2 Original Contract Amount	_____
3 Net Changes by Change Orders	_____
4 Present Contract Total	_____
5 Present Federal-aid Amount (80% of Line 4 or Amount on Line 1, whichever is less)	_____
6 Work Completed to Date	_____
7 Federal Match (80% of Line 6 or amount on Line 5, whichever is less)	_____
8 Previous Reimbursements (Federal)	_____
9 Amount Due this Estimate (subtract Line 8 from Line 7)	

Designated Full Time Employee In Responsible Charge

The information provided in this document is true and correct and I recommend that payment be made to the Contractor for this work.

By: _____ Date: _____

Title: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes previously approved		
Total approved this Request Period		
TOTALS		
NET CHANGES by Change Order (Line 3 above)		

Sponsor's CEO

Payment is requested from the Arkansas State Highway and Transportation Department for the Amount Due. I certify that the Contractor and/or subcontractor(s) are complying with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the work has been completed by the Contractor in accordance with the plans and specifications; and that the Contractor has been paid for this work.

By: _____ Date: _____

Title: _____

DEPARTMENT USE ONLY

Recommended for Payment in Accordance with Project Agreement _____ Resident Engineer	Approved for Payment _____ State Construction Engineer	PAID Voucher No. _____ Date: _____
--	--	--

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Revised: 12/19/13

DETAIL ESTIMATE

PAGE 2 OF 2 PAGES

JOB NUMBER: _____
 FAP: _____
 JOB NAME: _____

 SPONSOR: _____

REQUEST NO: _____ DATE: _____
 FROM: _____ TO: _____
 CONTRACTOR: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STOCKPILED (NOT IN D or E)	G TOTAL COMPLETED & STOCKPILED TO DATE (D+E+F)	H % COMPLETED (G ÷ C)	I BALANCE TO FINISH (C - G)
			PREVIOUS REQUESTS	THIS PERIOD				
	GRAND TOTALS							

Attachment J

Sponsor
LPA Report of Daily Work Performed

Job Name: _____	Job No.: _____
FAP No.: _____	Contractor: _____
Date: _____	Hours Worked: _____ - _____
	Report No.: _____

Project Conditions		
<u>Site Conditions</u>	<u>Weather</u>	<u>Number of Contractor's Personnel</u>
____ Useable	____ Sunny	____ Laborers
____ Partly Useable	____ Partly Cloudy	____ Carpenters
____ Not Useable	____ Rain	____ Concrete Laborers
Min Temp. (F) _____	Rainfall Amt. (in.) _____	____ Equip. Operators
Max Temp. (F) _____		____ Electricians
<u>Comments</u> 		____ Plumbers
		____ Foreman
		____ Other _____
		____ Other _____

Location and Description of Work Performed

Special Instructions and/or Conversations

Signed: _____	Designated Full-time Employee
---------------	-------------------------------

SPONSOR
LPA Final Acceptance Report

Job Name:		Date:
Job No:	FAP No:	
County:	Route:	
Contractor:		
Date Work Began:	Date Work Completed:	
Attendees:		
Remarks:		
<p align="center">Project Completed in Substantial Compliance with Plans and Specifications and Recommended for Final Acceptance by Sponsor</p> <p>_____</p> <p>Engineer/Architect</p>		<p align="center">Recommended for Acceptance in Accordance with Project Agreement</p> <p>_____</p> <p>AHTD Resident Engineer</p>

Project Recommended for Acceptance

Designated Full-time Employee: _____

I certify that the Contractor and/or subcontractor(s) have complied with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the project has been completed by the Contractor in accordance with the plans and specifications; that the Contractor has been paid for this work, and the project is hereby accepted.

SPONSOR's CEO

49 CFR 18.42

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

Post-Award Requirements

Retention and access requirements for records.

(a) *Applicability.* (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or subgrantees which are:

(i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or

(ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 18.36(i)(10).

(b) *Length of retention period.* (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and subgrantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or subgrantee.

(c) *Starting date of retention period--(1) General.* When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or subgrantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) *Real property and equipment records.* The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) *Records for income transactions after grant or subgrant support.* In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the

end of the grantee's fiscal year in which the income is earned.

(4) *Indirect cost rate proposals, cost allocations plans, etc.* This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) *Substitution of microfilm.* Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(e) *Access to records--(1) Records of grantees and subgrantees.* The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) *Expiration of right of access.* The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) *Restrictions on public access.* The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, grantees and subgrantees are not required to permit public access to their records.

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY OF
SPRINGDALE

Doug Sprouse
Mayor

Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements

(For more information go to <https://www.fsrs.gov/>)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (hereinafter called AHTD (the Arkansas State Highway and Transportation Department)) awarded a new Federal grant greater than or equal to \$25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. **AHTD is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to \$25,000.** As a sub-awardee, _____ shall provide the following information to AHTD in order to fulfill FFATA reporting requirements:

- ✓ A unique identifier (Dun & Bradstreet DUNS Number) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✓ The names and total compensation of the five most highly compensated officers of the sub-awardee if the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information

(A) Sub-Awardee – DUNS Number: _____

Parent (if applicable) – DUNS Number: _____

(B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the DUNS number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes / No (Circle one)

If "Yes" is selected, answer (C).

(C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes / No (Circle one)

If "Yes" is selected, visit <http://www.sec.gov/edgar.shtml> for reference.

If "No" is selected, answer (D).

(D) **If "No" was selected in Question "C"**, complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the DUNS number entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

1. Name: _____ Amount: \$ _____
2. Name: _____ Amount: \$ _____
3. Name: _____ Amount: \$ _____
4. Name: _____ Amount: \$ _____
5. Name: _____ Amount: \$ _____



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751-7125

• Fax: (479) 751-7150

• <http://nwa-rpc.org>

November 23, 2015

RECEIVED NOV 30 2015

Mayor Doug Sprouse
City of Springdale
201 Spring Street
Springdale, AR 72764

Re: Deans Trail Phase 1
Construction Phase
FFY 2016 Transportation Alternatives Program (TAP)

Dear Mayor Sprouse:

I am pleased to inform you the Deans Trail Phase 1 Project was selected by the Northwest Arkansas Regional Planning Commission on September 23, 2015 for FFY 2016 TAP funding. The TAP funds awarded and the required local match are shown below:

TAP	\$255,199
City Match	<u>\$ 63,800</u>
Total	\$318,999

The TAP funding is subject to an obligation limitation and the total available funds may change after final FFY 2016 funding is published.

These funds are required to be obligated by the end of the Federal Fiscal Year which ends on September 30, 2016. All required AHTD submittals and required approvals for this project should be completed by August 15, 2016 in order to allow sufficient time to obligate the TAP funds for this project.

Please note that TAP projects "...must comply with applicable provisions in Title 23, such as project agreements, authorization to proceed prior to incurring costs, prevailing wage rates (Davis-Bacon), competitive bidding, and other contracting requirements, regardless of whether the projects are located within the right-of-way of a Federal-aid highway."

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,

Jeff Hawkins
Director

Cc: Mr. Paul Simms, AHTD

RESOLUTION NO. 80-15

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE, ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS ADMINISTERED BY THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION FOR THE CONSTRUCTION OF DEAN'S TRAIL PHASE 1

WHEREAS, the City of Springdale understands Federal-aid Transportation Alternatives Program Funds are available at 80% federal participation and 20% local match for construction of Dean's Trail Phase 1, and

WHEREAS, the City of Springdale understands that Federal-aid Funds are available for this project on a reimbursable basis, required work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, the City of Springdale understands that there will be no reimbursement for any work accomplished prior to the issuance by the Arkansas Highway and Transportation Department of an official Notice to Proceed, and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the City.

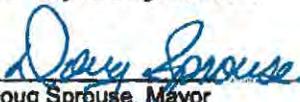
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE ARKANSAS THAT:

SECTION 1: The City of Springdale will participate in accordance with its designated responsibility, including maintenance of this project.

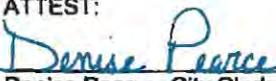
SECTION 2: The Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION 3: That trail funds identified in the Public Works Department Budget are hereby set aside to provide the required match.

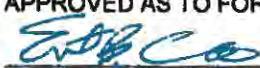
PASSED AND APPROVED THIS 11th day of August, 2015.



Doug Sprouse, Mayor

ATTEST:


Denise Pearce, City Clerk

APPROVED AS TO FORM:


Ernest Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE
TO UTILIZE FEDERAL-AID FUNDS
FOR THE FOLLOWING CITY PROJECT:**

Don Tyson Parkway Extension

WHEREAS, the Northwest Arkansas Regional Planning Commission has recently approved Federal-aid Surface Transportation Program Attributable (STPA) funds for the project at the following Federal and City participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	City %
Construction of City Projects	Preliminary Engineering	80	20
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	80	20
City projects programmed but not let to contract	All Phases	-0-	100

WHEREAS, the currently approved funds are to be used for preliminary engineering including the environmental studies, and

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor and City Clerk are hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the design and environmental review of this City project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

PASSED AND APPROVED this _____ day of March, 2016.

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 AN
ENGINEERING SERVICES CONTRACT FOR DESIGN OF
ROADWAY LIGHTING FOR THE ELM SPRINGS ROAD
BRIDGE AT I49**

WHEREAS, in March, 2014 the City of Springdale agreed to participate in the cost of bridge widening at the Elm Spring Road interchange on I49,

WHEREAS, funds were pledged in an amount up to \$1 million,

WHEREAS, the City of Springdale would like to add roadway lighting to the bridge that is consistent with the City's lighting standards,

WHEREAS, Crafton, Tull & Associates, Inc. is the AHTD design engineering consultant for the bridge widening project and the AHTD is not providing funds for the design of the bridge lighting;

WHEREAS, Crafton, Tull & Associates, Inc. has submitted a proposed contract for the design of the roadway lighting for the Elm Springs Road bridge at I49 for a lump sum amount not to exceed \$11,500.00;

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 execute an engineering services contract with Crafton, Tull & Associates, Inc. for design of roadway lighting for the Elm Springs Road bridge at I49 to be paid from Capital Improvement funds.

PASSED AND APPROVED this _____ day of March, 2016

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Springdale, Arkansas (“Owner”)

and Crafton, Tull & Associates, Inc. (“Engineer”)

Engineer agrees to provide the services described below to Owner for Elm Springs Road Bridge Lighting (“Project”).

Description of Engineer’s Services: See attached scope of work.

Street Address of Property *: _____

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare invoices in accordance with Engineer’s standard invoicing practices and submit the invoices to Owner.

B. *Payment of Invoices.* Invoices are due and payable upon receipt*. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law,

if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Lien Rights**. The Owner understands that the Engineer is entitled to a lien against the property if not paid in full for services provided to improve the property. The Owner understands that this lien can be enforced by the sale of the property if necessary.

* This is a change from the standard EJCDC E-520 form.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case

more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or 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.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of

others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other

party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Files in electronic media format of text, data, graphics, or other types that are furnished by the Engineer to the Owner or to the Contractor upon the Owner's direction are furnished only for convenience, not reliance by the receiving party. 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.*

J. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services ("the defect"), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.*

* This is a change from the standard EJCDC E-520 document.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 7,365.00. This amount includes compensation for Engineer's Basic Services. The Lump Sum noted herein accounts for labor, overhead, and profit.

2.* Reimbursable expenses and outside services shall be invoiced over and above the Lump Sum fee at cost times a 1.15 multiplier. Compensation for reimbursable expenses is estimated to be \$ 4,435.00.

3.* The Engineer may subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced over and above the Lump Sum fee at cost times a 1.05 multiplier. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

4.* Additional services authorized in writing by the Owner shall be invoiced at the Engineer's Standard Hourly Rates, as shown in the attached Exhibit "B".

5.* A retainer in the amount of \$ 0.00 for the Engineer to begin work on this project. The amount of the retainer is included in the Lump Sum amount and will be applied to the final invoice.

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 2 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER: ENGINEER: CRAFTON, TULL & ASSOCIATES, INC.

By: Doug Sprouse and Signature

By: Michael Burns

Title: Mayor

Title: Sr. Vice President

Date Signed: _____

Date Signed: _____

License or Certificate No. and State _____

CofA No. 109, Arkansas

Address for giving notices:

Address for giving notices:

City of Springdale, AR

901 N. 47th Street, Suite 200

201 Spring Street

Rogers, Arkansas 72756

Springdale, AR 72764

Attn: Michael Burns

e-mail address: dsprouse@SpringdaleAR.gov

e-mail address: mike.burns@craftontull.com

* This is an addition to the standard EJCDC E-520 document.



Exhibit "B"

**Standard Hourly Rate Schedule
Effective January 2, 2016**

Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 170
SR. ENGINEERING MANAGER	\$ 150
ENGINEERING MANAGER	\$ 135
SR. PROJECT ENGINEER	\$ 115
PROJECT ENGINEER	\$ 105
ENGINEER INTERN II	\$ 90
ENGINEER INTERN I	\$ 80
SR. ENGINEERING DESIGNER	\$ 115
ENGINEERING DESIGNER III	\$ 95
ENGINEERING DESIGNER II	\$ 85
ENGINEERING DESIGNER I	\$ 75
ENGINEERING CAD TECHNICIAN III	\$ 70
ENGINEERING CAD TECHNICIAN II	\$ 55
ENGINEERING CAD TECHNICIAN I	\$ 45
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 170
ADMINISTRATIVE MANAGER	\$ 120
ADMINISTRATIVE IV	\$ 80
ADMINISTRATIVE III	\$ 65
ADMINISTRATIVE II	\$ 45
ADMINISTRATIVE I	\$ 35
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	\$ 120
PROJECT LANDSCAPE ARCHITECT	\$ 90
LANDSCAPE ARCHITECTURE DESIGNER	\$ 80
LANDSCAPE ARCHITECT INTERN	\$ 55
PLANNING	
PLANNING MANAGER	\$ 140
SR. PLANNER	\$ 120
PLANNER	\$ 90
PLANNER INTERN	\$ 55

Category	Hourly Rate
INSPECTION	
SR. INSPECTOR	\$ 95
INSPECTOR II	\$ 85
INSPECTOR I	\$ 65
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	\$ 170
SR. PROFESSIONAL SURVEYOR	\$ 125
PROFESSIONAL SURVEYOR	\$ 95
SURVEY COORDINATOR	\$ 75
SURVEYOR INTERN	\$ 75
SURVEY PARTY CHIEF	\$ 70
SURVEY TECHNICIAN III	\$ 55
SURVEY TECHNICIAN II	\$ 40
SURVEY TECHNICIAN I	\$ 30
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	\$ 95
GIS ANALYST	\$ 85
GIS TECHNICIAN II	\$ 55
GIS TECHNICIAN I	\$ 40
REIMBURSABLE EXPENSES	
GPS Equipment	\$35/Hour
Robotic Survey Equipment	\$20/Hour
LiDAR Scanning Equipment	\$35/Hour
Job Related Mileage	\$0.54/Mile
Per Diem for Out of Town Crews	Per GSA Allowable
Airfare and other travel related expenses	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft.
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
All rates are subject to change without notice.	



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
City of Springdale, Arkansas (“Owner”)
and Crafton, Tull & Associates, Inc. (“Engineer”)
Engineer agrees to provide the services described below to Owner for Elm Springs Road Bridge Lighting (“Project”).
Description of Engineer’s Services: See attached scope of work.

Street Address of Property *: _____

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare invoices in accordance with Engineer’s standard invoicing practices and submit the invoices to Owner.

B. *Payment of Invoices.* Invoices are due and payable upon receipt*. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law,

if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Lien Rights**. The Owner understands that the Engineer is entitled to a lien against the property if not paid in full for services provided to improve the property. The Owner understands that this lien can be enforced by the sale of the property if necessary.

* This is a change from the standard EJCDC E-520 form.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case

more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or 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.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of

others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other

party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Files in electronic media format of text, data, graphics, or other types that are furnished by the Engineer to the Owner or to the Contractor upon the Owner's direction are furnished only for convenience, not reliance by the receiving party. 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.*

J. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services ("the defect"), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.*

* This is a change from the standard EJCDC E-520 document.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 7,365.00. This amount includes compensation for Engineer's Basic Services. The Lump Sum noted herein accounts for labor, overhead, and profit.

2.* Reimbursable expenses and outside services shall be invoiced over and above the Lump Sum fee at cost times a 1.15 multiplier. Compensation for reimbursable expenses is estimated to be \$ 4,435.00.

3.* The Engineer may subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced over and above the Lump Sum fee at cost times a 1.05 multiplier. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

4.* Additional services authorized in writing by the Owner shall be invoiced at the Engineer's Standard Hourly Rates, as shown in the attached Exhibit "B".

5.* A retainer in the amount of \$ 0.00 for the Engineer to begin work on this project. The amount of the retainer is included in the Lump Sum amount and will be applied to the final invoice.

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 2 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER:

ENGINEER: CRAFTON, TULL & ASSOCIATES, INC.

By:

Doug Sprouse and Signature

By:

Michael Burns

Title:

Mayor

Title:

Sr. Vice President

Date Signed:

Date Signed:

License or Certificate No. and State

CofA No. 109, Arkansas

Address for giving notices:

Address for giving notices:

City of Springdale, AR

901 N. 47th Street, Suite 200

201 Spring Street

Rogers, Arkansas 72756

Springdale, AR 72764

Attn: Michael Burns

e-mail address: dsprouse@SpringdaleAR.gov

e-mail address: mike.burns@craftontull.com

* This is an addition to the standard EJCDC E-520 document.



Exhibit A
Scope of Services for lighting Details

Project:	Elm Spring Road over I-49
Client:	City of Springdale
Discipline:	Bridge
Discipline Manager:	Jose Joseph
Project Manager:	Mike Burns
Proposal Date:	03/02/2016
Billing Type:	Lump Sum
Fee/Estimate:	\$11,500.00
Description of the Construction Project:	Coordinate with City of Springdale to provide new street lighting at proposed bridge.

The scope of services for lighting design, details and specification for new steel lighting at proposed bridge on Elm Spring Road over I-49 shall include the following:

- Coordination with Electrical Subcontractor for design and specification of the Electrical Power systems as detailed in the scope provided by Engineering Elements, PLLC.
- Coordination with the City of Springdale for type and details of light pole.
- Light Pole Support Design at the bridge.
- Electrical lighting and light pole support details.
- Provide necessary lighting specifications

1. The Scope of Services for Lighting Services does **NOT** include the following:

- a) No design calculations will be provided.
- b) Surveying.
- c) Utility relocation.
- d) Right-of-way.
- e) Permitting.
- f) Geotechnical engineering.
- g) Bridge Design
- h) Hydraulic analysis.
- i) Site Design
- j) Shoring Design
- k) Aesthetic features.
- l) Utilities.
- m) Letting administration.
- n) Construction administration.
- o) Hiring materials testing company.

This is the scope of services for Lighting System Design. Should there be additions to this scope of services, those services shall be compensated for an additional fee.



Engineering Elements, PLLC

2458 East Joyce Blvd., Suite 1
Phone (479) 695-1333

Fayetteville, Arkansas 72703
Fax: (479) 251-0714

February 22, 2016

Mr. Mike Burns, Mr. Jose Joseph
Crafton, Tull & Associates, Inc.
901 North 47th Street, Suite 200
Rogers, AR 72756

Re: Elm Springs Road Bridge Over Interstate 49 – Street Lighting
Springdale, Arkansas

Mr. Burns and Mr. Joseph,

I am pleased to propose electrical engineering services to you for the above referenced project. This proposal is based on the preliminary information we received from your office and from our preliminary conversations. It is my understanding that this project will consist of new street lighting at the bridge over Interstate 49 at Elm Springs Road.

1. **Design Services:**

Our services include the following standard engineering services:

- a. Preliminary Design and Design Development
- b. Contract Documents including Written Specifications
- c. Bidding Assistance, Submittal Review and Construction Observation.

2. **Scope of Systems Designed:**

The above-listed services will apply to the electrical systems listed below.

a. **Electrical:**

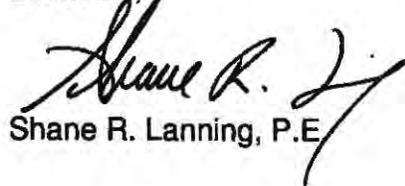
- i. New street lighting systems and controls.
- ii. Electrical power distribution system from utility point-of-connection to all new street lighting.

The fee for the above described services is proposed as a Fixed Fee of Three Thousand Five Hundred Dollars (\$3,500). Additional services that you may request will be provided on an hourly basis, utilizing the following hourly rates:

Principal Engineer	\$135	Electrical Engineer	\$105
Draftsman	\$65	Admin	\$45

If this proposal is acceptable please sign in the space provided and return a copy for my files. If you have any questions or need additional information, please contact me.

Sincerely,


Shane R. Lanning, P.E.

Mike Burns

**APPENDIX A
MAN-HOUR ESTIMATE
Elm Spring Road
Crafton, Tull & Associates, Inc.
Lighting System
March 2, 2016**

LIGHTING		Man-hour Estimate						TOTAL HOURS
		ADMIN. ASST.	ENGR. TECH	ENG. INTERN	SR. ENG. MANG.	QC SR. ENG. MANG.	SUPR. ENGR.	
ID	TASK	DM	TM	LW	JKJ	CW	MW/MB	
A	Design							0
1	Light Pole Support Design			8	4			12
B	Details							0
1	Electrical Lighting Details			5	1			6
2	Light Pole Support Details			8	2			10
C	Project Management and Quality Control							0
1	Quality Control					8		8
2	Coordination with Subconsultant and City of Springdale				4		5	9
3	Review Specifications				4			
4	Project Management				4		4	8
								0
		0	0	21	19	8	9	57
	Subtotal Brg. No. 05945	0	0	21	19	8	9	57

SUMMARY OF MAN-HOURS & COMPUTATION OF DIRECT LABOR COSTS	UNITS	RATE	TOTAL
Administrative Assistant II	0.0 Hours	\$55.00	\$0.00
Engineering Designer I	0.0 Hours	\$85.00	\$0.00
Engineering Intern II	21.0 Hours	\$85.00	\$1,785.00
Sr. Engineering Manager	19.0 Hours	\$150.00	\$2,850.00
QC Sr. Engineering Manager	8.0 Hours	\$150.00	\$1,200.00
Supervisor Engineer	9.0 Hours	\$170.00	\$1,530.00
Sub-Total Direct Labor	57.0		\$7,365.00

SUMMARY OF DIRECT EXPENSES	UNITS	RATE	TOTAL
Travel Mileage	Miles	\$0.55	\$0.00
Travel Expenses	Each	\$50.00	\$0.00
Fed-Ex and Postage	2 LS	\$45.00	\$90.00
Printing and Reproduction	10 Sheets	\$2.00	\$20.00
SubConsultant (Engineering Elements, PLLC)	1.15 Markup	\$3,500.00	\$4,025.00
Sub-Total Direct Expenses			\$4,135.00

TOTAL Lighting System - Crafton, Tull & Associates, Inc. \$11,500.00