

CITY OF SPRINGDALE
Committee Agendas
Monday, December 1st, 2014
Multipurpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Ordinance Committee by Chairman Mike Overton:

1. **An Ordinance** amending Section 22-91 of the Code of Ordinances of the City of Springdale, Arkansas and to adopt the 2014 National Electrical Code in its entirety; and for other purposes, presented by Mike Chamlee, Chief Building Official. Pg 2

Street & CIP Committee by Chairman Rick Evans:

2. **A Resolution** authorizing the execution of an engineering services contract for street and drainage improvements to Cambridge Street, presented by Brad Baldwin, Director of Engineering. Pg's 3-33
3. **A Resolution** appropriating Capital Improvement Funds for the City of Springdale Fire Department, presented by Mike Irwin, Fire Chief. Pg's 34-36
4. **A Resolution** approving the negotiated land acquisition settlement on Tract 23 of the Don Tyson Parkway (40th Street to Carley Road) Project – 12BPS3, presented by James Breakfield, Staff Engineer. Pg's 37-51
5. **A Resolution** authorizing the Mayor and City Clerk to enter into a contract for design services with Garver Engineers for a Trail from the Jones Center through the Industrial Area under Don Tyson Parkway and connecting to the Botanical Gardens known as Dean's Trail, presented by a member of the Trails Force Task Committee. Pg 52

Finance Committee by Chairman Brad Bruns:

6. **A Resolution** authorizing the sale of property located at 6373 Watkins Avenue to Taldo Properties, LLC., presented by Ernest Cate, City Attorney. Pg's 53-55

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 22-91 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS AND TO ADOPT THE 2014 NATIONAL ELECTRICAL CODE IN ITS ENTIRETY; AND FOR OTHER PURPOSES.

WHEREAS, it has come to the attention of the City Council for the City of Springdale, Arkansas, that the City is in need of adopting the latest National Electrical Code;

WHEREAS , notice of the intent of the Springdale City Council to consider passage of the 2014 National Electrical Code was published in advance in a newspaper of general circulation within the City of Springdale, Arkansas, and three copies of the said Code have been on file in the City Clerk's Office;

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

Section 1. Section 22-91 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 22-91. - National Electric Code Adopted.

There is hereby adopted by the city, for the purpose of providing for continued maintenance and upgrading of standards for electrical wiring, that certain electrical code known as the ~~2011~~ 2014 National Electrical Code, in its entirety, of which not less than three copies shall be filed in the office of the city clerk.

The ~~2011~~ 2014 National Electrical Code is incorporated herein as though set out fully word for word.

PASSED AND APPROVED this _____ day of December, 2014

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
STREET AND DRAINAGE IMPROVEMENTS TO
CAMBRIDGE STREET**

WHEREAS, the City of Springdale is planning Street and Drainage Improvements to Cambridge Street from Chapman Avenue to Don Tyson Parkway;

WHEREAS, using the procurement procedures required by State Law, the program management team has selected USI Consulting Engineers, Inc. as the most qualified firm;

WHEREAS, the contract has been submitted for review using an eight percentage (8%) of construction cost basis for this project plus \$36,050.00 for Geotechnical Investigations, Right-of-Way Surveys, Property Records Search, and Easement Document Preparation. Construction Services, if needed, would be provided as Additional Services at a cost not to exceed \$40,000.00.

WHEREAS, project construction has been estimated to be \$2,850,000.00 including the cost of engineering services. The maximum compensation for engineering services is estimated to be \$281,455.00.

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 USI Consulting Engineers, Inc. contract for Street and Drainage Improvements to Cambridge Street.

PASSED AND APPROVED this _____ day of December, 2014

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



Memorandum

Engineering Department
Brad Baldwin, Director

To: Mayor and City Council
From: Brad Baldwin, Director of Engineering
Date: November 25, 2014
Re: Cambridge Street Engineering Services Contract

201 Spring Street
Springdale, AR 72764
(479) 750-8105
(479) 750-8539 fax
www.SpringdaleAR.gov

The City Council directed Sam Goade and me to seek an engineering contract for a project addressing drainage and erosion issues along Cambridge Street between Chapman Avenue and Don Tyson Parkway. After meeting with Chuck Nickles of USI Consulting Engineers, Inc., three options that addressed the Council's concerns were developed and presented at the November 17th Committee meeting. The Committee recommended the design and construction of Option No. 3 which included construction of a box culvert drainage system and 36' wide minor collector street cross-section at an estimated cost of \$2,850,000 including engineering fees.

Paralleling the discussion of Cambridge Street was a budget process that gave rise to a discussion of the City's Engineering Department assuming some the responsibilities for project design and construction supervision that were being contracted with consulting firms. In response to the Council's request, Chuck Nickles of USI and I drafted the proposed Cambridge Street Improvements contract with the City Engineering Department assuming primary responsibility for construction supervision. Based on the project estimates this new contracting arrangement should save the City approximately \$49,000.00 in consulting fees on the proposed project.

PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF SPRINGDALE, ARKANSAS
and
USI CONSULTING ENGINEERS, INC.
for
CAMBRIDGE STREET WIDENING & DRAINAGE PROJECT

USI PROJECT NO. 1509001.00

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the CITY OF SPRINGDALE, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, USI CONSULTING ENGINEERS, INC., hereinafter referred to as the "ENGINEER", party of the second part.

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

Construct and/or reconstruct roadway improvements to Cambridge Street from Chapman Street to Don Tyson Parkway. The existing roadway width shall be increased from 2-lanes to 3-lanes (36' back of curb to back of curb) with 5' wide sidewalks on each side in accordance with the City's Minor Collector Street Standards. Drainage improvements will consist of constructing a pre-cast or cast-in-place reinforced concrete box culvert located on the west side from Chapman Street to the existing metal arch culvert and then on the east side from the existing metal arch culvert to a point upstream of the existing reinforced concrete box culvert under Oxford Place.

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

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

ARTICLE I
GENERAL

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

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

1.1-1. The ENGINEER shall not discriminate against any employee or applicant for

employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.1-2. The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, shall state that the ENGINEER is an equal opportunity employer.

1.1-3. Notices, advertisements, and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.1-4. The ENGINEER shall include the provisions of Section 1.1-1, 1.1-2 and 1.1-3 above in all subcontracts or purchase orders in excess of ten thousand dollars (\$10,000.00). These provisions shall be binding upon each subcontractor or vendor.

Sec. 1.2. This AGREEMENT shall be subject to and interpreted under the laws of the State of Arkansas. Should any dispute arise out of or pertaining to the performance of the AGREEMENT, such dispute shall be initiated and decided solely in the Circuit Court having jurisdiction in Springdale, Arkansas.

Sec. 1.3. The ENGINEER shall not be responsible for the CONSTRUCTION CONTRACTOR(s)'s failure to perform the work in accordance with the Contract Documents through no fault of the ENGINEER.

Sec. 1.4. Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below. This shall not be construed to restrict the transmission of routine communications between representatives of the ENGINEER and the CITY.

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

ENGINEER: USI CONSULTING ENGINEERS, INC
4847 Kaylee Avenue
Springdale, AR 72762

- Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.
- Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.
- Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- Sec. 1.8. This AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns. Neither the CITY nor the ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.
- Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

ARTICLE II SCOPE OF SERVICES

- Sec. 2.0. The ENGINEER shall perform the SERVICES described in Attachment "A", which is attached hereto and incorporated by reference as part of this AGREEMENT. The ENGINEER shall also perform any services mutually agreed upon in writing as Additional Services pursuant to Article III.
- Sec 2.1. The ENGINEER shall consult with the CITY to define and clarify the CITY's

requirements for the PROJECT and available data.

- Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment "B".
- Sec. 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

ARTICLE III ADDITIONAL SERVICES

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

ARTICLE IV RELATIONSHIP OF THE PARTIES

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

ARTICLE V RESPONSIBILITIES OF THE CITY

- Sec. 5.0. The CITY shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work.

- Sec. 5.1. If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.
- Sec. 5.2. The CITY shall provide criteria and information as to the CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Sec. 5.3. The CITY will furnish copies of design and construction standards which the CITY will require to be included in the drawings and specifications.
- Sec. 5.4. The CITY will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Sec. 5.5. The CITY will arrange for access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services.
- Sec. 5.6. The CITY shall furnish existing approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents as may be necessary for completion of the PROJECT. The CITY will pay all fees associated with obtaining additional permits and approvals.
- Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as the CITY may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by Construction Contractor(s), such auditing services as the CITY may require to ascertain how or for what purpose any Construction Contractor(s) has used the monies paid to him under the construction contract, and such inspection services as the CITY may require to ascertain that Contractor(s) is complying with any law, rule or regulation applicable to the performance of the work.
- Sec. 5.8. The CITY will obtain the necessary lands, permits, easements and rights-of-way for construction of the PROJECT.
- Sec. 5.9. The CITY will pay all plan review and advertising costs in connection with the PROJECT.
- Sec. 5.10 The CITY will furnish a Construction Observer to provide inspection services with respect to the PROJECT. Duties and responsibilities of the Construction Observer shall consist of the following:

- (1) While not required to be at project site during all construction activities,

Construction Observer will be present during the majority of construction activities. Construction Observer will be present to observe all significant events, such as all testing and inspections, installation of key infrastructure components, excavations and boring activities, start-up operations of proposed facilities, and other technically demanding activities, and will report information to the CITY and the ENGINEER.

(2) Construction Observer shall be responsible for observing and recording the activities of the Contractor, but shall not supervise, direct, or have control over Contractor's work, nor have control or responsibility over the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the project site, for safety precautions or programs incident to Contractor's work in progress, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performance.

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

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

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

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

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

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

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

Sec. 6.4. Excess Liability Umbrella Form

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

Note 1 - The intent of this insurance specification is to provide the coverages required and the limits expected for each type of coverage. With regard to the Automobile Liability and the Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance. However, the total insurance protection provided for Comprehensive General Liability protection or for Automobile Liability protection, either individually or in combination with Excess Liability Umbrella, must total \$2,000,000 per occurrence.

Sec 6.5. Professional Liability

Limits of Liability:

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

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

**ARTICLE VII
INDEMNIFICATION AND LIABILITY**

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

Sec. 7.1. The ENGINEER is not responsible for delay, nor shall ENGINEER be responsible for damages or be in default or deemed to be in default by reason of lockouts,

accidents or acts of God, or for the failure of the CITY to furnish timely information or to approve or disapprove ENGINEER's work promptly, or delay or faulty performance by the CITY, other contractors or governmental agencies, or any other delays beyond the ENGINEER's control.

- Sec. 7.2. The ENGINEER shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and building permits.
- Sec. 7.3. The ENGINEER shall be responsible only for those construction phase services expressly required of ENGINEER in Attachment C, Paragraph 1. Construction Phase Services. With the exception of such expressly required services, the ENGINEER shall have no other obligations during construction, and CITY assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. The CITY waives all claims against the ENGINEER that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of ENGINEER in Attachment C, Paragraph 1. Construction Phase Services.

ARTICLE VIII COMPENSATION

- Sec. 8.0. The CITY agrees to compensate the ENGINEER monthly for all SERVICES provided in accordance with Attachment "D".
- Sec. 8.1. The ENGINEER shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. The total amounts set forth in Attachment "D" represent the maximum amounts payable to the ENGINEER for its SERVICES. The CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice. Should the CITY fail to make payment, the ENGINEER shall be entitled to an additional payment of 1 percent per month on the outstanding balance until the invoice is paid.
- Sec. 8.2. The CITY shall not be obligated to compensate the ENGINEER for SERVICES described herein which exceed the total compensation set forth in this AGREEMENT. If the scope of SERVICES is increased as provided in Article III of the AGREEMENT, the ENGINEER shall not be obligated to perform the additional SERVICES or otherwise incur costs for such additional SERVICES, unless the CITY

has notified the ENGINEER in writing that such compensation is increased. The notification shall specify the revised compensation which shall thereupon constitute the new total compensation for performance of SERVICES under this AGREEMENT.

- Sec. 8.3. Upon satisfactory completion of the SERVICES required under this AGREEMENT, and as a condition for final payment or termination settlement under this AGREEMENT, the ENGINEER shall execute and deliver to the CITY a release of all claims against the CITY arising under or by virtue of this AGREEMENT, except claims which are specifically identified by the ENGINEER as to date and amount.

ARTICLE IX USE OF DOCUMENTS

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

ARTICLE X OPINIONS OF PROBABLE COST

- Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Construction Contractor(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.
- Sec. 10.1. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established

by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

**ARTICLE XI
HAZARDOUS ENVIRONMENTAL CONDITIONS**

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

**ARTICLE XII
TERMINATION**

- Sec. 12.0 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, if the other party is given:
- 12.0-1. Not less than 30 calendar days written notice of intent to terminate, delivered by certified mail, return receipt requested, and
- 12.0-2. An opportunity for consultation and 30 day cure period with the terminating party prior to termination.
- Sec. 12.1. This AGREEMENT may be terminated in whole or in part by letter from the CITY for its convenience, if the ENGINEER is given notice as provided by Section 12.0-1.
- Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.
- Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments made prior to the termination.

Sec. 12.4. Upon receipt of a notice of termination pursuant to Section 12.1 or Section 12.2, the ENGINEER shall:

12.4-1. Promptly discontinue all SERVICES unless the notice directs otherwise, and

12.4-2. Deliver or otherwise make available to the CITY all plans, specifications, data, reports, estimates, summaries, and such other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in process.

Sec. 12.5. Upon termination, the CITY may take over the work and may award another party an agreement to complete the work required under this AGREEMENT.

Sec. 12.6. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER did in fact fulfill its contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the price provided for in this AGREEMENT shall be made as provided in Section 12.3.

ARTICLE XIII PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES

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

Sec. 13.1 Contract Time for Concept, Preliminary, and Final Design phases shall begin on the date of written Notice to Proceed for each phase. Contract Time will be suspended on the date of receipt of deliverables required for each design phase. Determination of compliance with the Scope of Services for each phase will be made by the CITY within five (5) days of receipt of deliverables required for each phase. If the deliverables submitted are in compliance with the requirements of the Scope of Services, the Contract time will remain suspended until Notice to Proceed with the subsequent phase is given. If the required deliverables are not provided, or are incomplete, notification of the deficient submittal will be made to the ENGINEER, and additional time will be charged from the date of the initial phase submittal through submittal of deliverables meeting the requirements of the Scope of Services.

Sec. 13.2. Underruns of Contract Time on one phase of work may be used to offset overruns in another phase provided that the total cumulative Contract Time for the Concept, Preliminary, and Final Design Phases is not exceeded.

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

CITY OF SPRINGDALE, ARKANSAS

USI CONSULTING ENGINEERS, INC.

By: _____

By: _____

Title

Title

Attest

Attest

Title

Title

ATTACHMENT 'A'
SCOPE OF SERVICES
PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
CAMBRIDGE STREET WIDENING & DRAINAGE PROJECT
USI PROJECT NO. 1509001.00

1. Scope of Project

- a. The Project shall consist of roadway improvements to Cambridge Street from Chapman Street to Don Tyson Parkway. The existing roadway width shall be increased from 2-lanes to 3-lanes (36' back of curb to back of curb) in accordance with the City's Minor Collector Street Standards.
- b. Street improvements shall include concrete curb and gutters, and 5- foot wide sidewalks on both sides, lighting, and intersection improvements at Arapaho Avenue. Drainage improvements will consist of a pre-cast or cast-in-place reinforced concrete box culvert located on the west side from Chapman Street to the existing metal arch culvert and then on the east side from the existing metal arch culvert to a point upstream of the existing reinforced concrete box culvert under Oxford Place. A cross drain with inlet structures on both sides of Arapaho will also be constructed.
- c. Coordinate street design and construction facilities with franchise utility companies' relocations to assure adequate space for all facilities and timely relocations.
- d. Coordinate with relevant regulatory agencies and during final design phase obtain any new permits required for completion of the PROJECT. The CITY will pay all fees associated with obtaining new permits and approvals.
- e. Provide related design services including but not limited to surveys, geotechnical, and easement and right-of-way acquisition documents.
- f. If needed, the relocation of water and sanitary sewer facilities owned by the Springdale Water Utility will be designed under a separate contract with the Utility.

2. Basic Services

The Scope of Services of the ENGINEER as described in the Agreement are further

defined and described hereinafter as work elements 3 through 13.

3. Topographic Surveys

- a. Establish base line (with references) along existing roadway. Survey control shall be established on the State Plane Coordinate System.
- b. Locate all structures, streets, driveways, storm drains, utility pedestals, trees larger than 6 inches in diameter, landscaping and other features within 75 feet of centerline or up to 25 feet outside of existing right-of-way, whichever is greater, and including intersecting streets for the lengths designated for inclusion in the project, plus additional structures on parcels from which acquisition will be made.
- c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).
- d. Set temporary bench marks at approximately 500 foot intervals.
- e. All surveys shall be performed to a minimum of third order accuracy.

4. Right-of-Way Surveys

- a. The CITY will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for un-platted tracts and easements and right-of-way information.
- b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.
- c. Reference existing monuments for replacement after construction.
- d. Stake proposed right-of-way and easements one time, at intervals which will provide inter-visible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at inter-visible points. A full re-staking of right-of-way and easements shall be completed for land acquisition and utility relocation.
- e. As necessary, provide a property record search.

5. Utility Surveys and Coordination

- a. Request location and size of existing overhead and underground utilities from the utility companies. Obtain copies of existing utility plans for the project area from utility companies.

- b. Field locate known, marked and/or observable utilities within the project area. Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods during preliminary design phase. Excavation and exposure of the utility facilities will be provided by the owner of the utility.
- c. Using utility field survey data, show existing utilities on plans.
- d. Submit a half-size copy and/or electronic copy (pdf) of the plans at each plan development phase. Attend meetings as necessary with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. The ENGINEER will arrange all meetings with utility companies.
- e. Review utility adjustment plans and costs with CITY to determine most feasible combination of street and drainage construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY to accommodate utility relocations, including identification of utility easements on right-of-way plans.
- f. Distribute utility relocation/right-of-way plans to utility companies for concurrence as early as possible in the preliminary design phase.

6. Geotechnical Investigations

- a. Perform geotechnical investigations in accordance with AASHTO, AHTD, and CITY criteria.
- b. Perform sampling of subgrade soils by boring and/or excavation of test pits. A portion of the tests shall be taken in ditch lines, or adjacent thereto, over which pavement structure may be constructed. Provide a proposed soil boring map and schedule of work for the CITY's review and approval prior to beginning the investigation.
- c. The ENGINEER will be responsible for informing landowners of the location and date in which borings will be performed, if on private property. If the ENGINEER is unable to successfully perform the investigation due to property owner objections, the ENGINEER shall inform the CITY of the objection and request further guidance.
- d. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to 10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform the CITY of suspected hazardous substances encountered.

- e. After establishment of final profile grades, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, stabilization with admixtures and/or utilization of geotextile/geogrid materials, utilization of permanent underdrains, and/or other construction methods or materials to achieve a stable subgrade.
- f. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.
- g. Provide analysis and recommendations for traffic loadings and pavement thickness design. Pavement design shall include evaluation for an alternative concrete pavement section.

7. Conceptual Design Phase

Prepare plan and profile drawings on CITY standard sheet templates showing all existing facilities and site features (trees, mailboxes, landscaping areas, utility pedestals, etc.). Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet. Plans and data shall include the following information:

- a. Prepare and submit Engineer's Estimate of Probable Construction Costs to be used for ENGINEER's progress billings.
- b. Survey data, centerline and stations, existing improvements, natural site features, boring locations, bench marks and horizontal control, and existing and proposed right-of-way.
- c. Proposed centerline, street widths, and profile grades for streets. Identify sidewalk and lighting locations.
- d. Top of bank and toe of slope lines and cross sections.
- e. Soils boring information including existing pavement sections. Soils laboratory data are not required in the concept phase.
- f. Drainage information on concept plans shall include approximate location, size and type of major structures. A drainage area map shall be furnished showing major subareas. The CITY will provide storm water data, as available, for primary drainage ways.
- g. After review of the concept plan by the CITY, prepare for and attend a public review session, as follows:

- i. Prepare exhibits for public review session to show proposed street alignment, curb lines, intersections with cross streets, typical street widths with sidewalks and other improvements, toe of slope/top of bank lines to show extent of cut and fill slopes, and other pertinent information. Exhibits shall be shown on existing CITY aerial photos at a scale of 1 inch equals 100 feet or larger.
- ii. Attend and conduct one public meeting to provide information, answer questions and obtain input from public.
- iii. Prepare and provide a summary of public input obtained at meeting and alternative actions to address and/or resolve issues presented by the public.

8. Preliminary Design Phase

- a. Prepare plan and profile drawings on CITY standard sheet templates showing all existing facilities and site features (trees, mailboxes, landscaping areas, utility pedestals, etc.). Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:
 - (1) Design and layout all proposed street horizontal and vertical alignment on plan and profile sheets, including TOB and TOS lines.
 - (2) Design and prepare typical street paving sections for all streets.
 - (3) Plot existing and proposed cross sections, including driveway and cross streets.
 - (4) Prepare plans of intersecting streets which depict all construction required to provide a smooth transition from the proposed to the existing pavement. Show top of curb elevations or edge of pavement elevations.
 - (5) Perform drainage design calculations and show all existing and proposed drainage facilities on the plans, on both the plan and profile. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be furnished showing sub areas for each inlet. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50, and 100 year design storms.
 - (6) Identify water and sewer facilities requiring relocation. Meet with Springdale Water Utilities to develop project approach for water and sewer designs.
 - (7) Provide list of Engineer-developed details to be incorporated into plans.

- (8) Draft preliminary notes on plans to fully describe the construction work to be performed.
 - (9) Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing and detours.
 - (10) Prepare preliminary storm water and erosion control plans.
 - (11) Prepare draft copy of special provisions (special conditions) to the construction specifications.
 - (12) Prepare preliminary cost estimates for construction project.
 - (13) Provide design report including calculations and support data.
- b. Prepare right-of-way plans to include the following:
- (1) Plans shall be drawn at 1" = 50' scale or larger scale.
 - (2) Identify property subdivisions, existing and proposed rights-of-way and easements, ownership names, assigned tract numbers, addresses, temporary construction easements and related information.
 - (3) Provide tabulation of tracts, ownerships, and area calculations (permanent and temporary construction easements) for each acquisition, including areas of prescriptive easements.
 - (4) Identify the location and type of any existing property boundary markers found within the project limits.
- c. Provide written response to design review comments provided by the CITY.

9. Easement Document Preparation

- a. Easement document preparation should not begin before review and approval; of the right-of-way plans.
- b. Prepare individual easement documents as necessary. This may include right-of-way, drainage, utility or temporary construction easements. Each easement document shall be accompanied by a graphical easement exhibit (drawing). Each easement document and exhibit shall be letter size.
- c. Easement document shall include title, parcel number, CITY project number, tract number (if applicable), property description, legal description of easement area, and whatever else necessary for a legal easement.

- d. Easement drawing shall include the entire applicable property, easement(s), bearings and distances, scale and north arrow. Scale shall be such as to provide a legible, easily discernable drawing.
- e. The CITY shall make all contact with the individual property owners for the actual acquisition of easement and its execution thereof.
- f. One hard-copy and an electronic copy of each easement document shall be provided in .pdf, and Word formats.

10. Final Design Phase

- a. Prepare final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, detours and other items. All plan sheets are to use CITY standard sheet templates.
- b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks and pavement markings utilizing CITY format and standard detail drawings where applicable.
- c. Prepare final special provisions (special conditions) to the construction contract for items not included in CITY Standard Construction Specifications including building demolition, septic tank abandonment, and well abandonment where applicable.
- d. Calculate construction quantities in accordance with CITY standard construction specifications and format and submit copy of calculations.
- e. Provide construction bid proposal form in accordance with CITY format.
- f. Recommend construction contract time.
- g. Prepare complete construction specifications using CITY standard documents as available.
- h. Prepare opinions of probable costs.
- i. Update design report to include complete calculations and data.
- j. Prepare written response to design review comments provided by the CITY.
- k. Prepare a Storm Water Pollution Prevention Plan (SWPPP). According to ADEQ requirements, complete SWPPP application, for submittal, either, by the CITY to ADEQ, or for small acreage, permitting by the CITY. Plan details shall provide CONTRACTOR with necessary details to maintain a SWPPP.

1. Obtain all permits necessary for construction. The CITY will pay all fees associated with obtaining new permits and approvals.

11. Bid/Award Phase

During the bidding phase of the project, the ENGINEER will dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling), support the contract documents by preparing addenda as appropriate, participate in a pre-bid meeting if necessary, attend the bid opening, prepare bid tabulation, evaluate bids, provide a recommendation regarding contract award, and prepare construction contracts. During the award phase of the project, the Engineer shall verify that all insurance and bonds are in conformance with the contract documents, obtain signatures on all contracts and permit documents, and distribute fully executed copies of the Contract, Specification Booklet, and Plans to the City and Contractor.

12. Project Deliverables

- a. One copy of the Geotechnical Report.
- b. One copy of the hydraulic modeling calculations and drainage design.
- c. Two full size sets of the Concept Plans.
- d. Two full size sets of the Preliminary Plans, along with one hard copy of the preliminary design report, cost estimates and other supporting documents and an electronic copy in pdf format.
- e. One hard copy of applicable sheets of the Concept, Preliminary, and Final Plans to each potentially affected utility company and an electronic copy in pdf format.
- f. Two hard copies of the Final Plans, Specifications, design report, cost estimates and other supporting documents and an electronic copy in pdf format.
- g. Two full size and two half-size copies of the Construction Plans.
- h. One copy of the executed contract, and two copies of the construction specifications, including addenda. Include one complete specification booklet without contractor bid prices included for use by the on-site inspector.
- i. Three copies of the Final Plans and Specifications to the Contractor.
- j. One copy of the right-of-way plans, easements and acquisition documents provided in .pdf and Word format.
- k. Provide one hardcopy and an electronic copy in pdf format of the approved shop drawings and submittals from the Contractor.

1. Provide one hardcopy and an electronic copy in pdf format of the set of Record Drawings.

13. General

- a. All street construction shall follow the guidelines described in the City of Springdale Street Design Standards.
- b. Plans shall be provided on standard City of Springdale plan sheet templates to be provided. All layers, line-types, fonts, etc. shall conform to the standard templates.
- c. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets.
- d. Attend meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- e. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the CITY in accordance with the schedule in Attachment "B".
- f. The ENGINEER should anticipate a 21 calendar day review period by the CITY between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
- h. The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract.
- i. Subcontracting of services by the ENGINEER shall have prior approval of the CITY.

ATTACHMENT "B"

SCHEDULE

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
CAMBRIDGE STREET WIDENING & DRAINAGE PROJECT**

USI PROJECT NO. 1509001.00

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

- Geotechnical Investigation 30 calendar days from Notice to Proceed
- Surveys – Design and Property 30 calendar days from Notice to Proceed
- Conceptual Design 45 calendar days from Notice to Proceed
- Public Meeting Plans 45 calendar days after approval of Conceptual Design
- Preliminary Design 45 calendar days after approval of Conceptual Design
- Property Acquisition Documents 60 calendar days after approval of Preliminary Design
- Final Design 60 calendar days after approval of Preliminary Design

ATTACHMENT "C"
ADDITIONAL SERVICES
PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
CAMBRIDGE STREET WIDENING & DRAINAGE PROJECT
USI PROJECT NO. 1509001.00

In accordance with Article III, Additional Services under this AGREEMENT, the ENGINEER will provide other services not specifically set out under the SCOPE OF SERVICES, if required, and as directed by the CITY and mutually agreed to by the ENGINEER as follows:

1. Construction Phase Services

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

- a. Attend a preconstruction meeting.
- b. Perform construction control surveys consisting of the establishment of a suitable number of benchmarks and control points for site references as shown in the plans and specifications.
- c. Attend progress/coordination meetings when requested by the CITY.
- d. Attend utilities coordination meeting when requested by the CITY.
- e. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the ENGINEER on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.

- f. The CITY will maintain a set of working drawings (markups) that will be provided to the ENGINEER for use in drafting a set of record drawings.
- g. When authorized by the CITY, prepare change order for changes in the work from that originally provided for in the construction contract documents.
- h. Attend a final inspection of the project with the CITY's representatives. The City will prepare a deficiency list to be submitted to the Contractor.

ATTACHMENT "D"

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SPRINGDALE, ARKANSAS
CAMBRIDGE STREET WIDENING & DRAINAGE PROJECT**

USI PROJECT NO. 1509001.00

- CITY shall pay ENGINEER for Basic Services rendered an amount equal to 8.0% of the actual construction cost of the project, plus \$5,000 for Geotechnical Investigation, \$31,050 for Right-of-Way Surveys, Property Record Search, and Easement Documents plus reimbursable expenses.
- Basic Services: Payment by CITY shall be based on percentage of actual construction cost and shall approximate the following payment categories. Payment for a specific phase shall not exceed the scheduled amount prior to completion of that phase. Because an actual construction cost will not be known until the bid process is completed, payments for Basic Services rendered prior to the bid/award phase will be made based on the Engineer's Estimate of Probable Construction Costs. Once the project is bid and an actual construction cost is established, payments made based on estimated construction cost shall be adjusted to reflect actual construction cost. At completion of the job, payment to the ENGINEER will be adjusted based on the final construction costs including any change orders to ensure that the actual compensation to the ENGINEER for Basic Services is equal to 8.0% of actual construction costs, plus \$5,000 for Geotechnical Investigation, \$31,050 for Right-of-Way Surveys, Property Record Search, and Easement Documents plus reimbursable expenses. Underruns in one phase may be used to offset overruns in another phase as long as the total contract amount is not exceeded.

Geotechnical Investigation	<u>\$ 5,000</u>
Right-of-Way Surveys, Property Record Search, & Easement Documents	<u>\$31,050</u>
Concept Design Phase, to include Topographic, & Utility Surveys	<u>2.25%</u>
Preliminary Design Phase	<u>2.75%</u>

Final Design Phase	<u>2.00%</u>
Bid/Award Phase	<u>1.00%</u>
SUB-TOTAL Basic Services	<u>8.00% Plus \$36,050 for Geotechnical Investigation, Right-of-Way Surveys, Property Record Search, and Easement Documents</u>

- The maximum payment to the ENGINEER for Basic Services and Construction Services under this Agreement shall not exceed 8.0% of actual construction cost, inclusive of any change orders approved by the CITY, plus \$5,000 for Geotechnical Investigation, \$31,050 for Right-of-Way Surveys, Property Record Search, and Easement Documents plus reimbursable expenses.
- Additional Services: Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by the CITY prior to rendering of same. The CITY shall pay the ENGINEER for Additional Services rendered an amount equal to the cumulative hours charged to the Project for each class of the ENGINEER'S employees multiplied by the ENGINEER'S Hourly Rates as shown on the Attached Exhibit "1", plus approved Reimbursable Expenses and the ENGINEER'S Consultant charges, if any. For the ENGINEER'S Consultant charges, the CITY shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.

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

SUB-TOTAL Additional Services Allowance \$ 35,000

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

SUB-TOTAL Reimbursable Expenses \$ 5,000

- The maximum payment to the ENGINEER for Additional Services and Reimbursable Expenses under this Agreement shall not exceed \$ 40,000.

- The ENGINEER shall submit invoices monthly for services rendered and expenses borne. For Additional Services, the invoice will be itemized by payment categories including hours worked for each class of the ENGINEER's employees multiplied by the hourly rates as shown in Exhibit 1. If requested, the invoices shall be accompanied by a copy of the timesheets for all the ENGINEER's personnel working on the project.
- The Hourly Rates used as a basis for payment for Additional Services mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-project operating costs, and all general and administrative overhead costs, including but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles and equipment.

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

EXHIBIT 1

**TO PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
CAMBRIDGE STREET WIDENING & DRAINAGE PROJECT**

**USI CONSULTING ENGINEERS, INC.
SCHEDULE OF CLASSIFICATIONS AND RATES FOR 2014**

<u>Classification</u>	<u>Hourly Rate</u>
Engineer X.....	\$189.00
Engineer IX.....	\$179.00
Engineer VIII.....	\$169.00
Engineer VII.....	\$159.00
Engineer VI.....	\$149.00
Engineer V.....	\$139.00
Engineer IV.....	\$124.00
Engineer III.....	\$109.00
Engineer II.....	\$ 93.00
Engineer I.....	\$ 77.00
Engineering Technician V.....	\$102.00
Engineering Technician IV.....	\$ 83.00
Engineering Technician III.....	\$ 66.00
Engineering Technician II.....	\$ 56.00
Engineering Technician I.....	\$ 49.00
Executive Assistant.....	\$ 61.00
Administrative III.....	\$ 55.00
Administrative II.....	\$ 47.00
Administrative I.....	\$ 41.00
Survey Manager.....	\$ 97.00
Survey Crew (1-man).....	\$105.00
Survey Crew (2-man).....	\$160.00

- GPS and robotic surveying equipment will be billed at \$50.00 per hour when utilized
- Hourly rate schedules will be adjusted annually each January
- Mileage will be billed at the current approved Federal rate

RESOLUTION NO: _____

**A RESOLUTION APPROPRIATING CAPITAL
IMPROVEMENT FUNDS FOR THE CITY OF
SPRINGDALE FIRE DEPARTMENT**

WHEREAS, the City of Springdale purchased property and completed the design of Fire Station No. 7 with funds from the Fire Department Bond Construction Fund, and;

WHEREAS, after a review of the General Fund revenue growth for the last few years it was determined that we should delay the construction of Fire Station No. 7 until the revenue growth can support the additional operating expenses, and;

WHEREAS, since the construction of Fire Station No. 7 has been delayed, the funds spent from the Fire Department Bond Construction Fund need to be reimbursed;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that \$472,059.04 of capital improvement funds is hereby appropriated for reimbursement to the Fire Department Bond Construction Fund for expenditures on Fire Station No. 7.

PASSED AND APPROVED this 9th day of December, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

PROJECT:12BPF3-FIRE STATION NO 7 TYPE: BP-BOND FUND PROJECT SUB-TYPE: FI-FIRE STATIONS STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
							TRANS AMT	TRANS AMT	ENCUMBERED	FISC YR PERIOD
308-0000-500.40-01			DESIGN ENGINEERING			.00	47,735.00	26,300.00	.00	47,735.00-
AP	1265	05/09/2014			193	ENGINEERING SERVICES IN	26,300.00		.00	2014 05
			FIRE STAT #7 ENG DESIGN							
AP	1138	08/16/2013			193	ENGINEERING SERVICES IN	21,435.00		.00	2013 08
			FIRE STATION #7 DESIGN							
						TRANSACTION TOTAL:	47,735.00		.00	
308-0000-500.40-08			ARCHITECTS			.00	192,223.30	164,139.86	.00	192,223.30-
AP	1334	08/01/2014			6451	MILLER BOSKUS LACK	54,287.12		.00	2014 08
			FIRE STAT #7 ARCHITECTUAL			SERVICES				
AP	1311	06/27/2014			6451	MILLER BOSKUS LACK	2,767.35		.00	2014 06
			FIRE STATION #7			ARCHITECTURAL DESIGN				
AP	1269	05/16/2014			6451	MILLER BOSKUS LACK	31,927.18		.00	2014 05
			FIRE STATION #7 ARCHITECT			DESIGN				
AP	1259	05/02/2014			6451	MILLER BOSKUS LACK	48,716.63		.00	2014 05
			FIRE STATION #7 ARCHITECT			DESIGN				
AP	1200	02/21/2014			6451	MILLER BOSKUS LACK	26,441.58		.00	2014 02
			FIRE STATION #7 ARCHITECT			DESIGN				
AP	1190	12/31/2013			6451	MILLER BOSKUS LACK	13,415.20		.00	2013 12
			FIRE STATION #7 ARCHITECT			DESIGN				
AP	1110	06/07/2013			6451	MILLER BOSKUS LACK	9,665.42		.00	2013 06
			FIRE STATION #7 ARCHITECT			DESIGN PROGRAM PHASE				
AP	1083	04/12/2013			6451	MILLER BOSKUS LACK	5,002.82		.00	2013 04
			FIRE STATION #7			ARCHITECTUAL DESIGN				
						TRANSACTION TOTAL:	192,223.30		.00	
308-0000-500.70-04			PUBLICATIONS & NOT			.00	171.00	.00	.00	171.00-
AP	1028	01/18/2013			6840	NORTHWEST ARK NEWSPAPER	171.00		.00	2013 01
			FIRE STATION #7 INPUT			SESSION				
						TRANSACTION TOTAL:	171.00		.00	
308-0000-500.70-10			MISCELLANEOUS			.00	212.70	212.70	.00	212.70-
AP	1258	05/02/2014			4474	ARK DEPT OF HEALTH	212.70		.00	2014 05
			FIRE STATION #7 PLAN			REVIEW FEE				
						TRANSACTION TOTAL:	212.70		.00	
308-0000-500.81-01			PURCHASE			.00	230,275.00	.00	.00	230,275.00-
AP	1108	05/31/2013			8138	ADVANTAGE TITLE & ESCRO	230,275.00		.00	2013 05
						FIRE STA #7 PROP ACQUIS				
						TRANSACTION TOTAL:	230,275.00		.00	
308-0000-500.81-04			APPRAISAL FEES			.00	800.00	.00	.00	800.00-
AJ		05/10/2013	11556			CRRCT INV #110-S/H/B FI	800.00		.00	2013 05
						DEPT-STATION #7 APPRAISAL				
						TRANSACTION TOTAL:	800.00		.00	
308-0000-500.82-02			INCIDENTAL			.00	642.04	642.04	.00	642.04-
AP	1231	04/04/2014			1160	KEN'S SIGNS	642.04		.00	2014 04
						FIRE STATION #7 PROJ SIGN				
						TRANSACTION TOTAL:	642.04		.00	

PREPARED 11/21/2014, 14:50:41
 PROGRAM GM186L

CITY OF SPRINGDALE
 PROJECT ACTIVITY LISTING

PAGE 2
 ACCOUNTING PERIOD 10/2014

PROJECT:12BPF3-FIRE STATION NO 7 TYPE: BP-BOND FUND PROJECT SUB-TYPE: FI-FIRE STATIONS STATUS: ACTIVE

TYPE	CHK#	TRAN DT REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE TRANS AMT	ENCUMBERED TRANS ENCUMBERED	BALANCE FISC YR PERIOD
===== PROJECT: 12BPF3 ===== P R O J E C T T O T A L S =====									
CLASSIFICATION TOTALS:						EXPENDITURES:	472,059.04		
TRANSACTION TOTAL:							472,059.04	.00	
ESTIMATE COMPARISON:						3,740,000.00	191,294.60		3,267,940.96
(ACTUAL) SUMMARY TOTAL:						.00	191,294.60	.00	472,059.04-

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE NEGOTIATED LAND
ACQUISITION SETTLEMENT ON TRACT 23 OF THE DON
TYSON PARKWAY (40th STREET TO CARLEY ROAD)
PROJECT – 12BPS3**

WHEREAS, Staff has worked with the landowners to define the level of disturbance to be caused to the subject property (3297 West Don Tyson Parkway), and

WHEREAS, the owners' issues have been addressed with the exception of compensation regarding potential damages to trees along the western property boundary, and

WHEREAS, the City's desire on construction projects is to attempt to return the property and any existing site features back to as near original conditions as possible or compensate the owner for its value, and

WHEREAS, the owners have convened with the CIP Committee to provide their justification for increased compensation;

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 issue payment to Robert and Beverly Carter in the amount of \$3,683.00 for compensation of the proposed Temporary Construction Easement. This amount will also be considered full compensation for any damages that may occur to trees on their property by activities associated with the Don Tyson Parkway (40th to Carley) Street Widening Project.

PASSED AND APPROVED this _____ day of December, 2014

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



October 17, 2014

Doug Sprouse, Mayor

Robert V. & Beverly K. Carter
3616 Carley Road
Springdale, AR 72762

201 Spring Street
Springdale, AR 72764
(479) 750-8105
(479) 750-8539 fax
www.SpringdaleAR.gov

Re: FINAL OFFER LETTER
Don Tyson Parkway, 40th to Carley
City of Springdale Job No. 12BPS3
Tract 23

Dear Mr. & Mrs. Carter:

The City of Springdale wishes to complete property acquisition for this segment of the project so we can move forward towards construction. In as much as negotiations to purchase this property have not been successful to date, a final offer is hereby submitted to you. According to the appraisal completed for the City of Springdale, a total sum of \$1,400.00 is offered as just compensation for the required right of way on the above referenced project segment.

If you desire to accept this offer, please advise our land acquisition consultant, Barney Lane, Universal Field Services, Inc., at 1-800-447-9191 as soon as possible. **If this offer is not accepted within 15 days from the date of this letter, it must be considered as having been rejected.** If you elect to reject this offer, it will be necessary to forward this file to the City of Springdale Attorney whereas eminent domain proceedings may be initiated by the City of Springdale.

For your review, I have attached a summary of the eminent domain process. Our intention is to submit requests for condemnation for any remaining un-acquired properties on this segment to the Bond Committee and subsequently to City Council very soon for approval of condemnation in order to meet our projected construction bid opening and start dates. Therefore, your timely response to this letter is requested.

Sincerely,

Doug Sprouse
Mayor

Enclosures: Eminent Doman Process

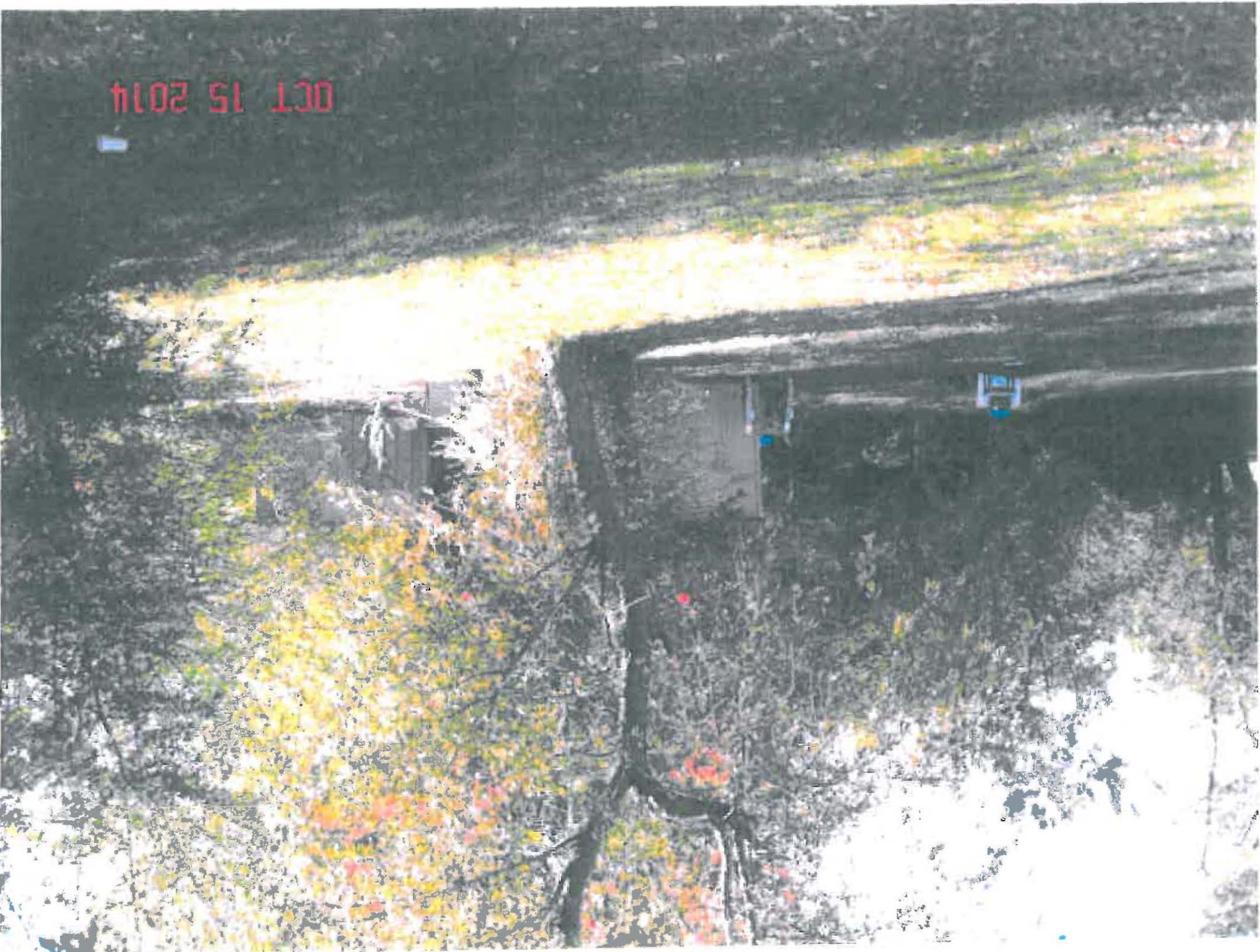
James Breakfield

From: James Breakfield <jbreakfield@springdalear.gov>
Sent: Monday, October 27, 2014 11:37 AM
To: Cindy Horlick
Cc: Ernest Cate; Brad Baldwin
Subject: 12BPS3 - Tract 23 Carter
Attachments: Tract 23 - Owner Response to Final Offer Letter.pdf; Sheet C-205.pdf

Cindy,

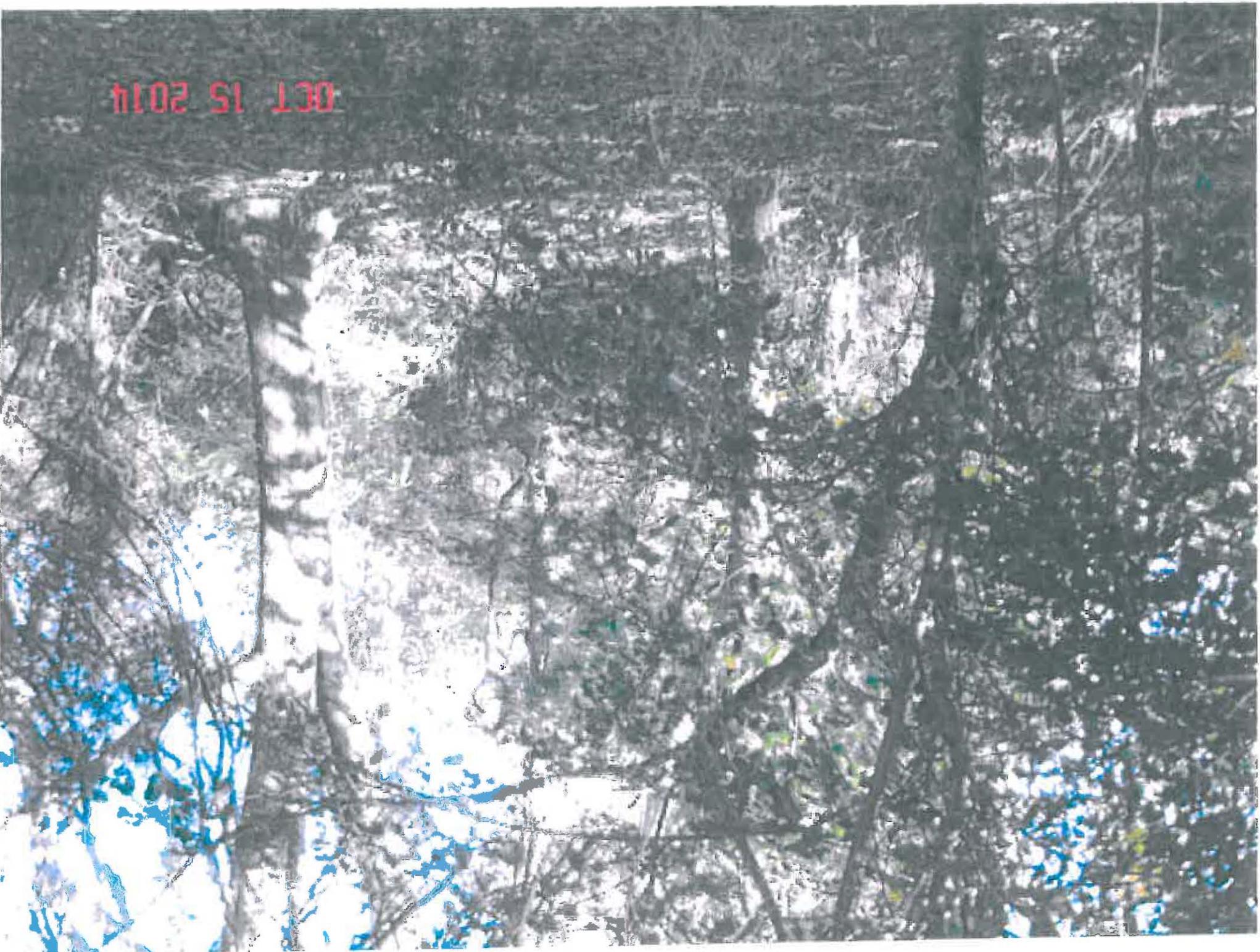
Attached is a response from the owner of Tract 23 regarding the trees along the western property line. Per our discussion Friday, this owner is seeking some form of acknowledgement for potential damages to his trees due to the proposed sewer line installation which will occur along the property line of the neighboring property. This is an interesting situation in that all of the proposed Utility Easement and Temporary Construction Easement for this sewer line is associated with the Tract 24 property owned by Mr. Redding. Therefore I do not have any mention of these damages or tree valuations in the appraisal report for Tract 23. Per his statement, we will receive a breakdown from the tree service to address removal of these trees which Mr. Carter would like to have applied to his compensation settlement. Since the acquisition on this property currently consists only of acquiring a TCE for driveway reconstruction (all roadway work is within existing ROW), this settlement amount will exceed my 10% negotiation authority. Therefore, I believe that this property should remain on our condemnation approval list for Monday, November 3rd with the understanding that these issues should be resolved during the negotiations with the owner following that meeting and potential after filing condemnation to obtain an order of possession to perform work on his property. I will let you know when I receive further correspondence from the owner. Attached is the plan sheet showing the proposed sewer line work to occur along the western border of his property. This sewer line will be approximately centered in a 20' Utility Easement and therefore the excavation trench will likely be within 8' or less from the property line. Pictures of this area of Mr. Carter's property are available on the CD I burned for you which contains the electronic files and a record of my previous meeting with the Carters.

Thanks,
James













James Breakfield

From: arkcarter@gmail.com
Sent: Friday, October 24, 2014 10:15 PM
To: James Breakfield; blane@ufsrw.com
Subject: Fwd: easement
Attachments: message.txt; robert carter.wps.clk; Untitled attachment 00434.htm

I am forwarding a letter from John Lopez concerning the trees along the property line of 3296 Don Tyson Parkway. These trees will be affected by the sewer line along the property line. I have asked that John give me a price to cut down these tree and remove them if they should die from the construction of the sewer line. I think that this would be much cheaper for the city than to price them at their current value and or replacement value if they should die.

I will be out of town through November 5th so I will not be able to attend the city meetings that you want me to attend. When I receive an estimate from John Lopez on the labor to remove the trees I will forward that amount.

Sincerely,
Robert Carter

Sent from my iPad

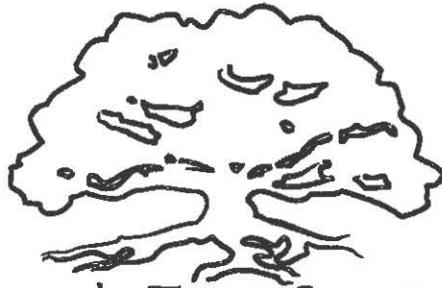
Begin forwarded message:

From: "John Lopez" <JohnsTreeService@cox.net>
Date: October 22, 2014 at 10:20:43 AM CDT
To: <arkcarter@gmail.com>
Reply-To: "John Lopez" <JohnsTreeService@cox.net>

Please find one letter on letterhead attached.

Thanks, Robert!

John Lopez
John's Tree Service
479-756-1353



JOHN'S TREE SERVICE
(479) 871-1963
TREE REMOVAL PRUNING HEDGE TRIMMING
STUMP & DEAD WOOD REMOVAL
www.johnstreeservicenwa.com

P O Box 8601 Springdale, Arkansas 72766

10/22/14

Re: Construction at: 3296 Don Tyson Parkway, Springdale, AR 76762

To whom it concerns:

The following trees are located on the property line of planned major sewer line construction and will be compromised:

Sassafras 16" diameter
Cherry 15" diameter
Sassafras 16" diameter
Box Elder 13" diameter
Walnut 5" diameter
Sassafras 20" diameter (multi trunk 10" each)
Elm 12" diameter
Box Elder 8" diameter

This tree is eight feet from the line, but roots will likely be compromised during construction:
Sassafras 21" diameter

Sincerely,

John Lopez
John's Tree Service
479-871-1963

John's Tree Service
P O Box 8601
Springdale, AR 72766-08601

Estimate

Date 10/30/2014
Estimate # 100561

Name / Address

Robert Carter
3616 Carley
Springdale, AR 72762

P.O. #

Terms

Due on receipt

Due Date

10/30/2014

Other

Description	Qty	Rate	Total
3296 Don Tyson Parkway, Springdale, AR 72762			
Remove Sassafras tree		250.00	250.00
Stump Grinding		48.00	48.00
Remove Cherry tree		225.00	225.00
Stump Grinding		45.00	45.00
Remove Sassafras		250.00	250.00
Stump Grinding		48.00	48.00
Remove Box Elder		195.00	195.00
Stump Grinding		39.00	39.00
Remove Walnut		40.00	40.00
Stump Grinding		15.00	15.00
Remove Sassafras		325.00	325.00
Stump Grinding		60.00	60.00
Remove Elm		195.00	195.00
Stump Grinding		36.00	36.00
Remove Box Elder		100.00	100.00
Stump Grinding		24.00	24.00
Remove Sassafras		325.00	325.00
Stump Grinding		63.00	63.00
Please contact me at 479-871-1963 if you have any questions. Thank you, John Lopez		Subtotal	\$2,283.00
		Sales Tax (6.0%)	\$0.00
		Total	\$2,283.00

John's Tree Service
JohnsTreeService@cox.net

Office 479-756-1353

James Breakfield

From: arkcarter@gmail.com
Sent: Tuesday, November 04, 2014 9:08 AM
To: James Breakfield
Subject: Re: Estimate from John's Tree Stump Removal DBA John's Tree Service

James,

I will accept the total compensation amount of \$3,683.00 for the attached Temporary Construction Easement and all potential damages to the trees. I am leaving town again on the 16th of November and will be returning the 18th so I will not be able to attend the CID meeting. Can you give me another time that they meet?

Robert Carter

P.S. That is a maple tree not an oak tree by the driveway and I prefer to leave all of the trees standing during and after construction. I will be responsible for removing them if they die.

Sent from my iPad

On Oct 31, 2014, at 1:32 PM, "James Breakfield" <jbearfield@springdalear.gov> wrote:

Robert,

I have received your submittal of the invoice to remove trees that potentially could be damaged by the proposed sewer installation on the neighboring property. My intention is to present this information to our Capital Improvement Projects (CIP) Committee for approval of this increase in compensation. To do this, I will need a statement in writing from you (letter or email) which acknowledges your acceptance of the total compensation amount of \$3,683.00 for the attached Temporary Construction Easement and all potential damages to the trees. I will also need you to sign and return to me the attached tree disclaimer which is associated with our discussions about preserving the tree at the driveway. The next CIP Committee meeting will be held on Monday, November 17th at 5:30 PM in the Multipurpose Room of the City Administration Building. If Committee recommends approval, a resolution will be forwarded to the City Council the following week. I would ask that you attend this Committee meeting in case the Committee has any questions or wishes to counter with a different offer. Feel free to contact me at 750-8105 if you have any questions.

Thanks,

James Breakfield, P.E.
CIP Projects Administrator
City of Springdale
(479) 750-8105

From: Robert Carter [<mailto:arkcarter@gmail.com>]
Sent: Thursday, October 30, 2014 3:51 PM

To: James Breakfield

Subject: Fwd: Estimate from John's Tree Stump Removal DBA John's Tree Service

James, this is the estimate from John's Tree Service. Thanks, Robert Carter

Sent from my iPhone

Begin forwarded message:

From: "John's Tree Service" <replyTo@quickbooks.com>

Date: October 30, 2014 at 3:28:44 PM EDT

To: arkcarter@gmail.com

Subject: Estimate from John's Tree Stump Removal DBA John's Tree Service

Reply-To: JohnsTreeService@cox.net

Dear Customer :

Please review the attached estimate. Feel free to contact us if you have any questions.

I look forward to working with you.

Sincerely,

John Lopez, Owner
John's Tree Stump Removal DBA John's Tree Service
479-756-1353

To view your estimate

Open the attached PDF file. You must have [Acrobat® Reader®](#) installed to view the attachment.

<Tract 23 - Final Offer Letter.pdf>

<Est_100561_from_Johns_Tree_Service_27624.pdf>

<Tree Disclaimer.pdf>

<Tract 23 Carter 815-29557-060 TCE.pdf>

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT FOR DESIGN SERVICES WITH GARVER ENGINEERS FOR A TRAIL FROM THE JONES CENTER THROUGH THE INDUSTRIAL AREA UNDER DON TYSON PARKWAY AND CONNECTING TO THE BOTANICAL GARDENS KNOWN AS DEAN'S TRAIL

WHEREAS, the Trails Task Force appointed by the Mayor has been tasked with developing expansions of the trail system in Springdale; and

WHEREAS, the Trails Task Force, after receiving public comment, has determined that the construction of a trail named Dean's Trail (beginning at the Jones Center; crossing through the industrial area and the neighborhoods surrounding Parsons Hills Elementary School; crossing Robinson Avenue at Oriole Street and connecting Kelley Middle School and a proposed elementary school; continuing south to the existing tunnel under Don Tyson Parkway and terminating at a connection at or around the Botanical Gardens) is a top priority for trail development in the City by connecting the east side to the Razorback Greenway and the downtown area and addressing issues that were identified in the industrial area; and

WHEREAS, through the process as outlined in state law for the procurement of professional services the Trails Task Force has selected the firm of Garver, LLC; and

WHEREAS, Garver, LLC submitted a proposal in the amount of \$ _____ as set for in the attached Agreement for Professional Services.

NOW, THEREFORE, BE IT RESOLVED BY THE SPRINGDALE DOWNTOWN ALLIANCE, that the Mayor and City Clerk are hereby authorized to enter into an Agreement for Professional Services, as per the attached documents, with Garver, LLC in the amount not to exceed \$ _____ for the design services for Dean's Trail.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE SALE OF
PROPERTY LOCATED AT 6373 WATKINS AVENUE TO
TALDO PROPERTIES, LLC.**

WHEREAS, the City of Springdale owns the following real property located in the City of Springdale, Arkansas, said land being more particularly described as follows:

0.75 acres, more or less, located at the southeast corner of Watkins Avenue and S. 64th Street, Springdale, Washington County, Arkansas, also known as 6373 Watkins Avenue, Washington County Tax Parcel Number 815-30838-500 ("the Property").

WHEREAS, the City acquired the Property by way of an eminent domain action in 2007, and is an uneconomic remnant;

WHEREAS, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell real property it owns, subject to approval by the City Council;

WHEREAS, Taldo Properties, LLC, has made an offer to purchase the Property from the City for the sum of \$5,000.00;

WHEREAS, the amount offered by Taldo Properties, LLC, for the Property is reasonable in that it would allow the proposed buyer to combine the Property with adjacent property it already owns at this particular location;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to effect the sale of the Property to Taldo Properties, LLC, for the total sum of \$5,000.00.

PASSED AND APPROVED this _____ day of _____, 2014.

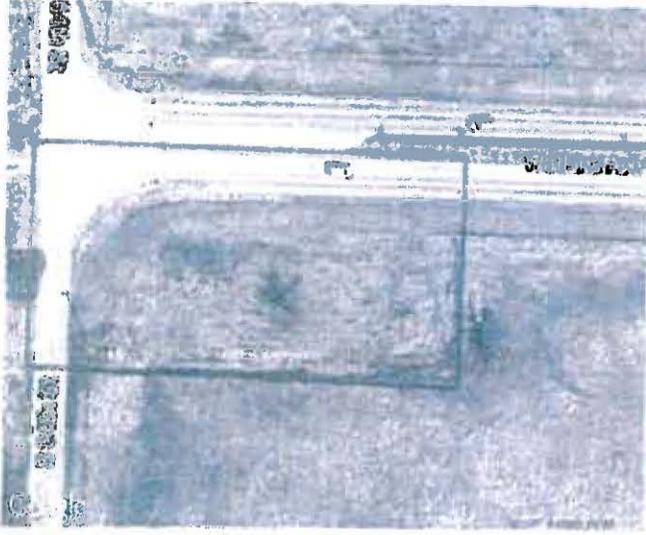
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney



815-30838-500

<https://www.actdatascout.com/SimpleMap/SimpleMapIframeContents.aspx?ci=5143&rpi...> 11/24/2014

SCALE 1"=200'

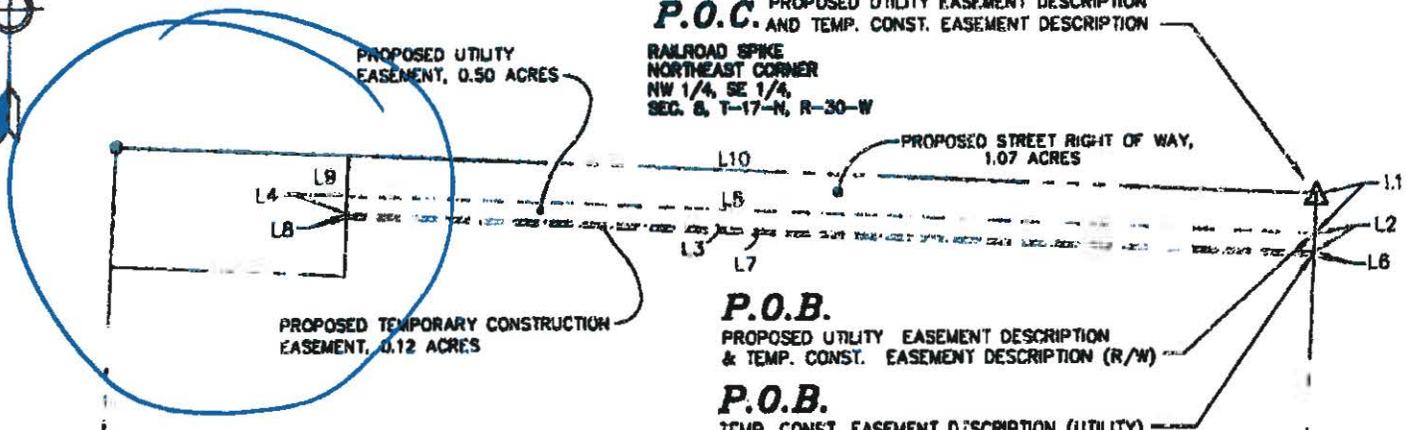


UTILITY EASEMENT and RIGHT OF WAY MAP

TRACT NO: 815-30838-100
TRACT OWNER: FREDERICK PHILIP TALDO (TRUST)



P.O.B. R/W DESCRIPTION, AND
P.O.C. PROPOSED UTILITY EASEMENT DESCRIPTION
AND TEMP. CONST. EASEMENT DESCRIPTION
RAILROAD SPIKE
NORTHEAST CORNER
NW 1/4, SE 1/4,
SEC. 8, T-17-N, R-30-W



P.O.B.
PROPOSED UTILITY EASEMENT DESCRIPTION
& TEMP. CONST. EASEMENT DESCRIPTION (R/W)
P.O.B.
TEMP. CONST. EASEMENT DESCRIPTION (UTILITY)

- DENOTES PROPOSED RIGHT OF WAY NW 1/4, SE 1/4, SEC. 8, T-17-N, R-30-W
- DENOTES PROPOSED TEMPORARY CONSTRUCTION EASEMENT FOR ROAD RIGHT OF WAY
- DENOTES PROPOSED TEMPORARY CONSTRUCTION EASEMENT FOR UTILITY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 02°26'12" W	43.68'
L2	S 02°26'12" W	20.00'
L3	N 87°32'31" W S 87°32'31" E	1067.33'
L4	N 01°44'41" E	20.00'
L5	N 87°32'31" W S 87°32'31" E	1067.33'
L6	S 02°26'12" W	5.00'
L7	N 87°32'31" W	1067.03'
L8	N 01°44'41" E	5.00'
L9	N 01°44'41" E	43.55'
L10	S 87°32'52" E	1067.85'