

CITY OF SPRINGDALE
Committee Agendas
Monday, April 6, 2015
Multipurpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Ordinance Committee by Chairman Mike Overton:

1. **A Discussion** pertaining to the sign ordinance. Presented by: Chairman Mike Overton.
2. **A Discussion** Pertaining to towing. Presented by Chairmen Jim Reed and Mike Overton.
3. **A Discussion** regarding Code Enforcement. Presented by: Chairman: Mike Overton.
4. **A Discussion** concerning opaque fences. Presented by: Chairman Mike Overton.
5. **A Resolution** amending Chapter 114-56(a) and 114-57(b) of the Code of Ordinances of the City of Springdale, Arkansas; Declaring an emergency; and for other purposes. (Pertaining to commercial vehicles not being parked or stored on certain properties/ adding box truck to the definition of a commercial vehicle.) Presented by Ernest Cate, City Attorney. (2-4)

Finance Committee by Chairman Eric Ford:

6. **A Discussion** pertaining to the Blair Street building and the possible movement of certain City departments. Presented by: Mayor Doug Sprouse.
7. **A Discussion** regarding the agreement between the City of Springdale and the Springdale Chamber of Commerce (agreement provided at meeting). Presented by: Ernest Cate, City Attorney.

Personnel Committee by Chairperson Kathy Jaycox

8. **A Discussion** pertaining to the revision of the Sick Leave policy. Presented by: Gina Lewis, Human Resources Director. (5-8)

Street & CIP Committee by Chairman Rick Evans:

9. **A Resolution** authorizing the vacation of property in favor of Johnson Holdings, LLC in the City of Johnson in connection with the Johnson Road Project Job# 040272. Presented by: Mayor Doug Sprouse and Patsy Christie, Planning Director. (9-11)
10. **A Resolution** appropriating capital improvement funds for the City of Springdale. (Demolition of structures at 602 Caudle and 622 Park). Presented by: Wyman Morgan, Director of Finance and Administration. (12)
11. **A Discussion** pertaining to a proposal from USI Consulting Engineers for the Huntsville Road Reconstruction. Presented by Sam Goade, Street and Public Facilities Director and Brad Baldwin, Director of Engineering. (13-37)
12. **A Resolution** A resolution authorizing the City Attorney to settle a condemnation lawsuit wherein the Hylton Family Trust, Jimmy D. Hylton and Vera L. Hylton, co-trustees, are defendants. Presented by Ernest Cate, City Attorney. (38-40)
13. **A Resolution** authorizing contract execution for street paving services for 2015. Presented by: Sam Goade, Street and Public Facilities Director. (41-49)
14. **A Resolution** appropriating capital improvement funds for the City of Springdale Fire Department. Presented by: Mike Irwin, Fire Chief. (50-51)

That which is underlined is added.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 114-56(a) and 114-57(b) OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Chapter 114-56(a) of the Code of Ordinances of the City of Springdale, Arkansas, provides that commercial vehicles shall not be parked or stored on certain properties in the City of Springdale;

WHEREAS, Chapter 114-57(b) contains the definition of "commercial vehicle", which needs to be update to include "box trucks";

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that Sections 114-56(a) and 114-57(b) of the Code of Ordinances of the City of Springdale, Arkansas, be amended to include box trucks within the definition of commercial vehicle.

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

Section 1: Section 114-56(a) of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

(a) *Commercial vehicle.* No commercial vehicle (as defined in section 114-57~~8~~) shall be parked or stored in any residentially zoned district of the city, or in any platted subdivision zoned agricultural on lots less than one acre in size, as shown on the official zoning map, and shall not be parked or stored in the street right-of-way.

Section 2: Section 114-57(b) of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

(b) For purposes of sections 114-56, 114-57, and 114-58, ~~and 114-59~~ the following definitions shall apply:

All-terrain vehicle shall mean every three-wheeled, four-wheeled, or six-wheeled vehicle 75 inches or less in width, equipped with low pressure tires designed primarily for off-road recreational use, and having an engine displacement of no more than 1,000 cubic centimeters. The term "all-terrain vehicle" shall not include any golf cart, riding lawnmower, or lawn or garden tractor.

Boat shall mean all types of watercraft, whether registered, unregistered, licensed or unlicensed. The term boat shall include any wheeled trailer or other device on which such boat is or may be kept, stored, or transported, whether registered or unregistered, licensed or unlicensed.

Commercial vehicle means a vehicle that has any of the following characteristics: (1) has a gross vehicle weight, gross vehicle weight rating, gross combination weight, or gross combination weight rating of 20,001 pounds or more or (2) backhoes, bulldozers or other wheeled or tracked vehicles used in construction or (3) regardless of weight, is used in the transportation of waste or hazardous or noxious materials such as but not limited to a garbage truck, pump-out truck, chemical truck, gasoline truck or fuel oil truck, or (4) a "box truck", which includes any truck with a cuboid-shaped fully enclosed cargo area. However, commercial vehicle does not include a recreational vehicle as defined herein.

Front yard area shall mean the area between the plane of the front elevation of the main portion of a dwelling unit extending to the side property lines and the front property line abutting the street, including the driveway.

That which is underlined is added.

Motor vehicle means a self-propelled device that is required under the laws of the State of Arkansas to be licensed in order to be operated upon the public roadways, but does not include recreational vehicles as defined herein.

Park, when prohibited, means the standing of a vehicle whether occupied or not, otherwise than temporarily for the purpose of or actually engaged in loading or unloading.

Paved shall mean a surface paved or covered with a constructed surface of concrete, asphalt, or similar materials, but excluding debris, to establish a permanent surface for the parking storage, or placement of any boat, recreational vehicle, or utility trailer.

Recreational vehicle shall mean any unit primarily designed as a living quarters for recreation, camping, or travel use which either contains its own motive power as in the case of, but not limited to, motor homes, motor coaches, mini-motor homes, or recreational vans or is permanently mounted on a vehicle such as a truck camper or pickup camper.

Residential lot shall mean a parcel of land located in a residentially zoned district, as established on the official zoning map, of at least sufficient size to meet minimum requirements of the district in which it is located. Such lot shall have frontage on an improved public street, or on an approved private street, and may consist of:

- (1) A single lot of record.
- (2) A portion of a lot of record.
- (3) A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record.
- (4) A parcel of land described by metes and bounds.

Store shall mean to place for the purpose of preserving, protecting and securing it for a period in excess of 24 hours.

Trailer shall mean, but is not limited to, any vehicle designed or utilized for the transportation of a boat, automobile, snowmobile, livestock, cargo or similar items or as living quarters for recreation, camping or travel use as in the case of a travel, tent, camp, popup or 5th wheel trailer, which do not have motive power of its own, but is designed to be drawn by vehicle.

Utility trailer shall mean a vehicular structure or device with or without its own motive power, licensed or unlicensed, designed and/or used for the transportation of goods or materials.

Section 2: All other provisions of Chapter 114-56 and 114-57 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

Section 3: Emergency Clause. It is hereby declared that an emergency exists and this ordinance being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



5.10 Sick Leave:

5.10(a) Police Department. Law enforcement officers, regardless of their titles, shall accumulate sick leave at the rate of 20 working days per year beginning upon the date of employment. If, unused, sick leave shall accumulate to a maximum of 90 days.

Time off may be charged against accumulated sick leave only for such days that an officer is scheduled to work. No such sick leave, as provided in this section, shall be charged against any officer during any period of sickness, illness, or injury for any days which the officer is not scheduled to work.

If, upon retirement or death, whichever occurs first, any law enforcement officer has any unused accumulated sick leave, he/she or his/her beneficiary shall be paid for this sick leave at the regular rate of pay in effect at the time of retirement or death, but payment for unused sick leave in the case of a law enforcement officer upon retirement or death, shall not exceed 60 days' salary.

For purposes of this policy, retirement means the law enforcement officer is leaving their full-time position with the City of Springdale, Arkansas, and:

- (1) The employee is fully vested in a work related pension plan and has attained the age of 62 years; or
- (2) The employee is fully vested in a work related pension plan governed by Arkansas law and has met requirements for a full pension.
- (3) The employee is retiring under a disability under LOPFI or any retirement system governed by Arkansas law (also called medical retirement)

Reference: A.C.A. §14-52-107

5.10(b) Fire Department. Firefighters shall accumulate sick leave at the rate of 20 working days per year beginning at the date of employment. If, unused, sick leave days shall accumulate to a maximum of 90 days.

Time off may be charged against accumulated sick leave only for such days that a firefighter is scheduled to work. No sick leave, as provided in this section, shall be charged against any firefighter during any period of sickness, illness,

or injury for any days which the firefighter is not scheduled to work.

If, upon retirement or death, whichever occurs first, any firefighter has any unused accumulated sick leave, he/she or his/her beneficiary shall be paid for this sick leave at the regular rate of pay in effect at the time of retirement or death, but payment for unused sick leave in the case of a firefighter upon retirement or death shall not exceed three months' salary.

For purposes of this policy, retirement means the firefighter is leaving their full-time position with the City of Springdale, Arkansas, and:

- (1) The employee is fully vested in a work related pension plan and has attained the age of 62 years; or
- (2) The employee is fully vested in a work related pension plan governed by Arkansas law and has met requirements for a full pension.
- (3) The employee is retiring under a disability under LOPFI or any retirement system governed by Arkansas law (also called medical retirement).

Reference: A.C.A. §14-53-108

5.10(c) Non-Civil Service Employees. The City of Springdale recognizes that inability to work because of illness or injury may cause economic hardships. For this reason, the City of Springdale provides paid sick leave to regular full-time employees. Eligible employees accrue sick leave at the rate of one and two-thirds (1 2/3) working days per month (20 total days per year).

Any sick leave days accumulated which are not used in any calendar year may be carried over as accumulated sick leave days up to a maximum of 90 working days.

Non-civil service employees, upon retirement or death, whichever occurs first, shall be paid a maximum of 60 days for unused accumulated sick leave.

For purposes of this policy, retirement means the employee is leaving their position with the City of Springdale and:

1. The employee has completed 10 years of full-time service to the City in a non-civil service position and

- has attained the age of 62 years; or
- 2. The employee has completed at least 20 years of full-time service to the City in a non-civil service position; or
- 3. The employee is retiring under a disability through a City sponsored pension plan (also called medical retirement).

Employees who are assigned to a full-time position but due to budget restraints work less than 40 hours per week will have their applicable sick leave accrual rate adjusted to equate to the percentage of the pay period they actually work.

5.10(d) All employees may be eligible for sick leave days for the following reasons:

- (1) Personal illness or physical incapacity
- (2) Quarantine of an employee by a physician or health officer
- (3) Illness in the immediate family (spouse, child, parent, or sibling) which would require the employee to take care of the family member(s).
- (4) Medical, dental, and optical visits for employees or for dependent family members of the employee.

Any other reason not set out in 1 through 4 must be approved in writing by the Mayor.

An employee who is unable to report for work due to one of the previously listed sick leave reasons shall report the reason for his/her absence to the employee's supervisor or someone acting for the employee's supervisor before the time the employee is expected to report for work, if possible.

Employees who are absent more than 3 consecutive days due to unconfirmed illness may be required by the supervisor or department head to submit a physician's statement. A department head may also require the employee to submit a physician's statement when the employee has taken more than 6 calendar days of sick leave during any calendar year.

Absence for part of a day that is chargeable to sick leave in accordance with these provisions shall be deducted from accrued leave in one-quarter hour (15 minute) intervals (as

provided for in Section 2.19). An employee who uses all of his or her accrued sick leave days and is still off for sick leave, shall thereafter be placed on a leave without pay status, after all paid benefits are exhausted. It is the responsibility of the employee's supervisor to send any employee home who reports for work while sick, and because of such sickness cannot adequately perform their job. It is also the responsibility of the supervisor to send an employee home during any work day in which the employee becomes sick and is unable to adequately perform his/her job responsibilities.

5.10(e) Donations

In the event an employee exhausts all paid leave, their supervisor may request donated vacation time for the catastrophic illness or injury of the employee, or an immediate family member as defined by this policy.

Requests shall be submitted to HR and reviewed by a board consisting of six (6) members. One member shall be the City Council Chair of the Personnel Committee who shall serve as chairman of the board. One member shall be from the Human Resources office and shall not hold a voting position but serve in an advisory capacity. Four (4) members shall be appointed by the Mayor or his designee and shall consist of one (1) Public Safety Chief (rotating), one (1) supervisor, and two (2) nonsupervisory staff members. All four (4) members appointed by the mayor shall be from separate city departments.

The board may approve, modify, or deny the request for donations on a case by case basis within the guidelines of State and Federal law.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE VACATION OF PROPERTY IN FAVOR OF JOHNSON HOLDINGS, LLC IN THE CITY OF JOHNSON IN CONNECTION WITH THE JOHNSON ROAD PROJECT JOB#040272

WHEREAS, funding was made available through the Federal-aid High Priority (HPP) program for improvements to Johnson Road in Springdale and Johnson and an Interlocal Agreement was executed between the cities of Springdale and Johnson in 2006 for the administration of the project; and

WHEREAS, the project required the acquisition of right-of-way across several tracts of land both in the City of Johnson and the City of Springdale as part of the project budget; and

WHEREAS, the City of Springdale is the record title owner of all real property (Parcels #785-18024-000, #785-18024-001, #785-18099-001, #785-18099-000 and #785-18100-000) adjacent to the southern portion of Main Drive as prescriptive right-of-way as set forth below:

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, ALL BEING IN TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S00°26'25"W 1521.20' AND WEST 344.12' FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22 AND RUNNING THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 338.00' FOR A CHORD BEARING AND DISTANCE OF S44°13'26"E 50.54';; THENCE N67°31'38"W 44.54', THENCE N67°45'47"W 275.55', THENCE N67°41'00"W 209.46', THENCE N67°45'05"W 298.10', THENCE N69°40'52"W 317.89', THENCE N71°59'56"W 131.49', THENCE N60°25'22"W 162.36', THENCE N67°17'32"E 25.28', THENCE S60°20'34"E 143.88', THENCE S71°59'56"E 130.87', THENCE S69°40'52"E 318.63', THENCE S67°45'05"E 298.45', THENCE S67°41'00"E 209.46', THENCE S67°45'47"E 273.75' TO THE POINT OF BEGINNING, CONTAINING 0.65 ACRES, MORE OR LESS.

WHEREAS, a portion of the Johnson Road Project Job #040272 included the removal and relocation of Main Drive along said tract of land owned by the City of Springdale; and

WHEREAS, the project improvements have been completed making the prescriptive right-of-way along Main Drive no longer improved and available for use by the public and not needed for use by the City and/or Springdale Water Utilities; and

WHEREAS, under federal acquisition process, Johnson Holdings, LLC, owner of the tract across Main Drive from the City owned tract, agreed to donate the entire width of the street improvement across their property with the understanding and mutual agreement by the City of Springdale, Johnson and Springdale Water Utilities that the prescriptive right-of-way held by the City of Springdale would be vacated in their favor; and

WHEREAS, the City of Johnson is undertaking to vacate that portion of Main Drive no longer improved or used by the public under the provisions of Arkansas Statutes

§14-54-105 that provides when a street is being vacated the centerline is utilized as a division line and the adjacent property is transferred to the owners on the two sides of the street/alley.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, THAT: The City of Springdale, Arkansas, as the record title owner of all real property (Parcels #785-18024-000, #785-18024-001, #785-18099-001, #785-18099-000 and #785-18100-000) adjacent to the southern portion of Main Drive described as follows:

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, ALL BEING IN TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S00°26'25"W 1521.20' AND WEST 344.12' FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22 AND RUNNING THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 338.00' FOR A CHORD BEARING AND DISTANCE OF S44°13'26"E 50.54';; THENCE N67°31'38"W 44.54', THENCE N67°45'47"W 275.55', THENCE N67°41'00"W 209.46', THENCE N67°45'05"W 298.10', THENCE N69°40'52"W 317.89', THENCE N71°59'56"W 131.49' THENCE N60°25'22"W 162.36', THENCE N67°17'32"E 25.28', THENCE S60°20'34"E 143.88', THENCE S71°59'56"E 130.87', THENCE S69°40'52"E 318.63', THENCE S67°45'05"E 298.45', THENCE S67°41'00"E 209.46', THENCE S67°45'47"E 273.75' TO THE POINT OF BEGINNING, CONTAINING 0.65 ACRES, MORE OR LESS.

is no longer needed for public use, and honoring an agreement with the City of Johnson hereby vacates in favor of Johnson Land Holdings, LLC the above describe prescriptive right-of-way and the Mayor and City Clerk are authorized and directed to execute and deliver a Quitclaim Deed transferring all interest of the City in the property to Johnson Land Holdings, LLC.

PASSED AND APPROVED this _____ day of 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest Cate, City Attorney

R.O.W. TO BE VACATED

JOHNSON RD

MAIN DR

N



RESOLUTION NO: _____

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

WHEREAS, the City of Springdale acquired a residential structure at 602 Caudle and a commercial structure at 622 Park in preparation of constructing a round-about street intersection, and;

WHEREAS, these building need to be removed to improve the appearance of the neighborhood and the trail system, and;

WHEREAS, the City of Springdale also acquired 1104 Shiloh that in need of asbestos abatement, and;

WHEREAS, the 2015 budget does not have any funds appropriated for this project, and;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that \$23,550 of capital improvement funds is hereby appropriated for the asbestos abatement, demolition and removal of the structures located at 602 Caudle and 622 Park and asbestos abatement of the structure at 1104 Shiloh.

PASSED AND APPROVED this 14th day of April, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF SPRINGDALE, ARKANSAS
and
USI CONSULTING ENGINEERS, INC.
for
HUNTSVILLE ROAD RECONSTRUCTION PROJECT

USI PROJECT NO. 15090xx.00

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, 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:

The Project shall consist of roadway surface and subsurface reconstruction to West Huntsville Avenue from Hwy. 71B to Elm Springs Road (at the I49 off ramp).

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.

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

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

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
HUNTSVILLE ROAD RECONSTRUCTION PROJECT
USI PROJECT NO. 15090xx.00

1. Scope of Project

- a. The Project shall consist of roadway surface and subsurface reconstruction to West Huntsville Avenue from Hwy. 71B to Elm Springs Road (at the I49 off ramp).
- b. The existing pavement sections are failing in many locations exhibiting varying degrees of rutting, alligator cracking, and pothole formation. Previous soil and pavement subgrade investigations on a portion of the project area indicated the existing pavement section varies significantly. Much of the subgrade is moisture sensitive providing poor subgrade support.
- c. Additional geotechnical investigations including subsurface borings and soil testing will be performed to further identify existing surface and subsurface properties and engineering characteristics within the project area.
- d. The existing roadway pavement sections and subgrade shall be evaluated to determine the necessary repairs, overlays and/or reconstruction options to be constructed.
- e. Provide related design services including but not limited to surveys, construction plans and contract documents, and cost estimates in separate contract sections as determined by the CITY.

2. Geotechnical Investigation

- a. Perform geotechnical investigations in accordance with AASHTO, AHTD, and CITY criteria.
- b. Perform sampling of pavement sections and subgrade structure by boring. The sample bores shall be traffic lanes where pavement rutting and failures are occurring and generally representative of pavement sections in the localized area. Provide a proposed soil boring map and schedule of work for the CITY's review and approval prior to beginning the investigation.

- c. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 5 to 8 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.
- d. 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.
- e. Analyze the data, develop recommendations for pavement reconstruction and or overlay designs, and prepare a geotechnical report for the Project.
- f. Provide analysis and recommendations for traffic loadings and pavement thickness design. Pavement design shall include evaluation for an alternative concrete pavement section.

3. Study and Report

- a. The existing roadway pavement sections and subgrade shall be evaluated to determine the necessary repairs, overlays and/or reconstruction options to be constructed.
- b. Results of the studies shall be presented in a report along with recommendations, options, and estimated costs for reconstruction and/ or repair of pavement sections.
- c. Recommendations for reconstruction and/or repair of pavement sections shall be presented to the CITY at a scheduled Street Committee meeting.

4. Basic Services

The Scope of Services of the ENGINEER as described in the Agreement are further defined and described hereinafter as work elements 5 through 13.

5. Topographic Surveys

- a. Establish survey control for the project on the State Plane Coordinate System.
- b. Locate all pavement surfaces, driveways, storm drains, manholes, valve boxes and other features within the curbed areas of the roadway, and including intersecting

streets for the lengths designated for inclusion in the project.

6. Utility Surveys and Coordination

- a. Request location and size of existing underground utilities within the paved surfaces 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 adjustment plans to utility companies for concurrence as early as possible in the preliminary design phase.

7. Preliminary Design Phase

- a. Prepare plan and profile drawings on CITY standard sheet templates showing all existing pavement areas to be reconstructed or overlaid. 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.
 - (2) Design and prepare typical street paving sections for all sections of the street to be reconstructed or overlaid.
 - (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 edge of pavement elevations.
 - (5) Identify water valve boxes and sewer manhole lids and any other structures requiring adjustment.
 - (6) Provide list of Engineer-developed details to be incorporated into plans.
 - (7) Draft preliminary notes on plans to fully describe the construction work to be performed.
 - (8) Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing and detours.
 - (9) Prepare preliminary storm water and erosion control plans, if required.
 - (10) Prepare draft copy of special provisions (special conditions) to the construction specifications.
 - (11) Prepare preliminary cost estimates for construction project.
- b. Provide written response to design review comments provided by the CITY.

8. Final Design Phase

- a. Prepare final plans, profiles, details, paving sections, cross sections, pavement designs, subsurface drainage or underdrain designs, detours and other items. All plan sheets are to use CITY standard sheet templates.
- b. Prepare construction details which depict all typical items required for reconstruction or overlay, including but not limited to, underdrain piping and connections to inlet or junction boxes, and pavement markings utilizing CITY format and standard detail drawings where applicable.
- c. Prepare final special provisions (special conditions) to the various construction contracts for items not included in CITY Standard Construction Specifications.
- d. Calculate construction quantities for each construction contract in accordance with CITY standard construction specifications and format and submit copy of calculations.
- e. Provide construction bid proposal forms for each construction contract in accordance with CITY format.
- f. Recommend construction contract time for each construction contract.

- g. Prepare complete construction specifications using CITY standard documents as available.
- h. Prepare opinions of probable costs for each construction contract.
- i. Prepare written response to design review comments provided by the CITY.
- j. Prepare a Storm Water Pollution Prevention Plan (SWPPP), if required. 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.
- k. Obtain all permits necessary for construction. The CITY will pay all fees associated with obtaining new permits and approvals.

9. Bid/Award Phase

During the bidding phase for each construction contract, 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.

10. Project Deliverables

- a. Two copies of the Geotechnical Report.
- b. Two copies of the report (and an electronic copy in pdf format) setting out the results of the evaluation and recommendations for pavement reconstruction and or overlays.
- c. Two full size sets of the Preliminary Plans for each construction contract, along with one hard copy of cost estimates and other supporting documents and an electronic copy in pdf format.
- d. One hard copy of applicable sheets of the Preliminary and Final Plans to each potentially affected utility company, and an electronic copy in pdf format.
- e. Two full size sets of the Final Plans, Specifications, cost estimates, and other supporting documents for each construction contract, and an electronic copy in pdf format.

- f. Two full size and two half-size copies of the Construction Plans, for each construction contract.
- g. For each construction contract, furnish 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.
- h. For each construction contract, furnish three copies of the Final Plans and Specifications to the Contractor.
- i. For each construction contract, provide one hardcopy and an electronic copy in pdf format of the approved shop drawings and submittals from the Contractor.
- j. For each construction contract, provide one hardcopy and an electronic copy in pdf format of the set of Record Drawings.

11. 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. 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 and project coordination.
- 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.
- g. 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 for each construction contract.
- h. Subcontracting of services by the ENGINEER shall have prior approval of the CITY.

ATTACHMENT "B"

SCHEDULE

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

HUNTSVILLE ROAD RECONSTRUCTION PROJECT

USI PROJECT NO. 15090xx.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 60 calendar days from Notice to Proceed
- Pavement Evaluation and Report 90 calendar days from completion of Geotechnical Report
- Surveys – Design TBD calendar days from Approval of Notice to Proceed with construction plans
- Preliminary Design TBD calendar days from completion of Surveys
- Final Design TBD calendar days after approval of Preliminary Design

ATTACHMENT "C"
ADDITIONAL SERVICES
PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
HUNTSVILLE ROAD RECONSTRUCTION PROJECT
USI PROJECT NO. 15090xx.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. Attend progress/coordination meetings when requested by the CITY.
- c. Attend utilities coordination meeting when requested by the CITY.
- d. 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.
- e. 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.
- f. When authorized by the CITY, prepare change order for changes in the work from that originally provided for in the construction contract documents.

- g. 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

HUNTSVILLE ROAD RECONSTRUCTION PROJECT

USI PROJECT NO. 15090xx.00

- CITY shall pay ENGINEER for STUDY AND REPORT rendered \$35,000, plus \$15,000 for Geotechnical Investigation, plus reimbursable expenses.
- CITY shall pay ENGINEER for BASIC SERVICES rendered an amount equal to 8.5% of the actual construction cost of the project, 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 8.5% of actual construction costs, 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.

Preliminary Design Phase	<u>4.00%</u>
Final Design Phase	<u>4.00%</u>
Bid/Award Phase	<u>0.50%</u>
SUB-TOTAL Basic Services	<u>8.50%</u>

- The maximum payment to the ENGINEER for Basic Services under this Agreement shall not exceed 8.5% of actual construction cost, inclusive of any change orders approved by the CITY, plus \$35,000 for STUDY AND REPORT, \$15,000 for Geotechnical Investigation, 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 \$ 45,000

- CITY shall pay the ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Study and Report, 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 \$ 50,000.
- 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
HUNTSVILLE ROAD RECONSTRUCTION PROJECT**

**USI CONSULTING ENGINEERS, INC.
SCHEDULE OF CLASSIFICATIONS AND RATES FOR 2015**

<u>Classification</u>	<u>Hourly Rate</u>
Engineer X.....	\$193.00
Engineer IX.....	\$183.00
Engineer VIII.....	\$173.00
Engineer VII.....	\$163.00
Engineer VI.....	\$153.00
Engineer V.....	\$143.00
Engineer IV.....	\$128.00
Engineer III.....	\$112.00
Engineer II.....	\$ 96.00
Engineer I.....	\$ 78.00
Engineering Technician V.....	\$104.00
Engineering Technician IV.....	\$ 85.00
Engineering Technician III.....	\$ 68.00
Engineering Technician II.....	\$ 58.00
Engineering Technician I.....	\$ 51.00
Executive Assistant.....	\$ 63.00
Administrative III.....	\$ 56.00
Administrative II.....	\$ 48.00
Administrative I.....	\$ 42.00
Survey Manager.....	\$ 99.00
Survey Crew (1-man).....	\$107.00
Survey Crew (2-man).....	\$162.00

- 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 AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN THE HYLTON FAMILY TRUST, JIMMY D. HYLTON AND VERA L. HYLTON, CO-TRUSTEES, ARE DEFENDANTS.

WHEREAS, the City of Springdale filed a lawsuit against the Hylton Family Trust, Jimmy D. Hylton and Vera L. Hylton, Co-Trustees, to condemn a tract of land for the Don Tyson Parkway Extension - Hylton Road to Habberton Road Project (Project No. 12BPS2);

WHEREAS, the City of Springdale deposited the sum of \$1,425 into the Registry of the Court as estimated just compensation for the Hyltons' property;

WHEREAS, the Hylton Family Trust has extended an offer to settle the condemnation lawsuit for the total sum of \$35,000;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$33,575 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Hylton Family Trust condemnation lawsuit for the total sum of \$35,000.

PASSED AND APPROVED this ____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov
Writer's Email:

MEMORANDUM

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedere
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

TO: City Council – Mayor Sprouse
FROM: Ernest Cate, City Attorney
RE: *City of Springdale v. Hylton Family Trust*
DATE: April 6, 2015

If you will recall, the City Council approved the condemnation of land in connection with the Don Tyson Parkway Extension – Hylton Road to Habberton Road project (Project No. 12BPS2). One of these tracts of land is owned by the Hylton Family Trust, Jimmy D. Hylton and Vera L. Hylton, Co-Trustees. The file was turned over to the City Attorney's office for the purpose of acquiring the needed property by eminent domain. The City Attorney's office filed the eminent domain action and obtained an Order of Possession. At the time the City filed this case, the amount of \$1,425.00 was deposited with the court as the City's estimate of just compensation to be paid to the Hylton Family Trust. This amount represented the value of the property to be taken and was determined from an appraisal conducted by Reed & Associates, Inc.

In determining the amount of just compensation, the City's appraiser worked under the assumption that a large area of the Hylton's property was existing right-of-way, pursuant to a 1971 court order signed by Judge Butt which established a 40 foot wide road easement from Hylton Road to Habberton Road. This road easement included approximately 25,000 square feet of the Hylton's property. Given that this property was existing right-of-way, no just compensation for this property was included in the amount to be paid the Hyltons.

The attorney for the Hyltons challenged the 1971 court order establishing the existing right-of-way, and argued that the order

ErnestCa/2015misc/memoHylton

should be set aside as the Hyltons were not made a party to the 1971 action, and were never given notice of that action. A hearing was held before Circuit Judge Beth Storey Bryan, and the City argued that the 1971 order should be upheld and enforced against the Hyltons. Unfortunately, Judge Bryan agreed with the Hyltons, and ruled that the 1971 court order did not apply to the Hyltons, thereby negating the City's assumption that approximately 25,000 square feet of the Hylton's property was existing right-of-way. Since that property was not existing right-of-way, the City is now required to pay just compensation for that property.

Using the City's appraisal, paying just compensation for the property once believed to be existing right-of-way would increase the City's estimate of just compensation to \$15,465.40.

The attorney for the Hylton Family Trust has stated that the Hylton Family Trust would be willing to settle this case for the total amount of \$35,000. In other words, the Hyltons are asking for an additional \$19,534.60 to settle this case. It is my opinion that adequate justification exists for this additional amount.

The Hyltons have produced a tree appraisal indicating an additional amount of just compensation for the 20+ trees that were taken for this project. It is my opinion that a jury would award the Hyltons an additional amount for the trees taken in this project, approximately \$14,500.

The remaining amount (\$5,034.60) is for severance damages to the property remaining after the taking of the property for the project. It is likely that a jury would award the Hyltons severance damages should this case proceed to trial. This is made all the more likely, as this is the 2nd time the City has taken property from the Hyltons at this location. The City also took property from the Hyltons when the improvements were made to Hylton road in 2013. In addition, should this case proceed to trial, the Hyltons would argue that the property is worth more than the City's appraisal.

In all, I believe that adequate justification exists for paying the Hyltons the additional requested amount of \$19,534.60. As such, I am requesting that the City Council approve this settlement. This would avoid the risk of proceeding to trial, where the Hylton Family Trust would be seeking additional damages in this case.

I appreciate your consideration of this request.

ErnestCa/2015misc/memoHylton

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING
CONTRACT EXECUTION FOR STREET
PAVING SERVICES FOR 2015**

WHEREAS, competitive bids were received on March 26, 2015 a copy of the tabulation of bids received that date are attached, and

WHEREAS, APAC-Central, Inc., submitted the lowest bid in the amount of \$1,034,504.40.

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 a contract with APAC-Central, Inc., in the amount of \$1,034,504.40.

PASSED AND APPROVED this 14th day of April 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Public Works Department

Streets and Public Facilities

MEMORANDUM

To: Mayor Doug Sprouse
Date: March 31, 2015
From: Sam Goade 
RE: Street Paving Materials and Contract Services for 2015
Bids opened on March 26, 2015
Cc Terry Anderson, James Carr, Rose Lawrence

The subject bids were opened on March 26, 2015 a copy of the bid tabulation sheets and a draft resolution is attached. The lowest bid for the street paving contract in the amount of \$1,034,504 was less than the estimate by \$26,650 so I believe we received a solid competitive bid for this contract.

I will ask Rose to add this to the next available Street and CIP Committee meeting agenda.

269 E. Randall Wobbe Lane, Springdale, Arkansas 72764
Phone: 479.750.8135 Fax: 479.750.8504

From: Sam Goade <sgoade@springdalear.gov>
Sent: Tuesday, March 31, 2015 12:44 PM
To: Doug Sprouse
Cc: Rose Lawrence; Chuck Harris; 'Dub Janczys'; 'James Carr'; 'James Smith'; Jerry McCoy; 'Joy Levik'; 'Larry Thompson'; 'Mike Hicklin'; 'Missha Wagoner'; Sherri Grimsley; 'Terry Anderson'
Subject: Street Paving Materials and Services bid opening on March 26, 2015 (revised email with revised attachments)
Attachments: Memo to Mayor Sprouse with Street Paving Materials and Services bid tab sheets attached.pdf; List of Street in the 2015 Paving Contract with Lowest Bid Unit Prices included in the spreadsheet.pdf; Resolution awarding 2015 paving bid to APAC Central, Inc.doc

NOTE: This email replaces the first email I sent out to correct a data input error in the APAC-Central bid tabulation sheet for "Undercut and Stone Backfill". My original submittal showed a unit bid of \$20.55 when the actual unit bid was \$20.05, the result of which will be a slightly lower contract bid price.

Mayor Sprouse,

Please find attached a memo to you with the 2015 Street Paving Materials and Services bid tabulation sheets attached. The following are some quick facts regarding the bids this year:

- The per unit bid for the street marking services has increased as has been the trend over the past 5-6 years
- The per unit bid for our Class 7 base has increased slightly over last year
- The per unit bid for hot mix asphalt that we pick up from the mix plant and use in-house increased from \$55 per ton to \$61 per ton. So, for a 1000 ton project that we would complete ourselves the increase in cost for the HMA material would be \$6,000. Not a deal killer by any means.
- The per unit bid for the contract paving this year came in **\$26,650** under my estimate of \$1,061,162 to pave 31 street segments or 7.16 miles of streets. The cost per lineal foot of

roadway will be **\$27.38** per L.F. which includes undercut and stone backfill to repair minor sub grade failures, cold milling asphalt, prime and tack coat and a 2-inch overlay. My estimate for undercut and stone backfill was very generous so the actual work required under the contract may be less than the estimated quantity shown in the bid so the cost per L.F. could be less.

By copy of this email to Rose I am requesting that that a copy of this email with attachments be placed on the April 6, 2015 Street and CIP Committee agenda for consideration of forwarding the attached resolution to the full council with a recommendation for approval.

Thanks,

Sam

Sam Goade

Public Works Director
Springdale Public Works
269 E. Randall Wobbe Lane
Springdale, Arkansas 72764

Phone 479-750-8135
Fax 479-750-8504

Bids for Pavement Marking Services for 2018
Bids Opened Thursday, March 26, 2018 at 2:00pm

Company Name	Painted Pavement Marking 430,000 L.F. Continuous Line (Unit Cost/L.F.)	Painted Pavement Marking Continuous Line (Extended Cost)	Thermoplastic Pavement Marking 30,000 L.F. Continuous Line (Unit Cost/L.F.)	Thermoplastic Pavement Marking Continuous Line (Extended Cost)	Thermoplastic Pavement Marking 5,000 Sq. Ft. Skip Lines 4" (Unit Cost/L.F.)	Thermoplastic Pavement Marking Lines 4" (Extended Cost)	Thermoplastic Pavement Marking 15 Straight Arrows (Unit Cost/Each)	Thermoplastic Pavement Marking Straight Arrows (Extended Cost)	Thermoplastic Pavement Marking 10 Combination Arrows (Unit Cost/Each)	Thermoplastic Pavement Marking Combination Arrows (Extended Cost)	Thermoplastic Pavement Marking 200 L.F. 12" Stop Bar (Unit Cost/L.F.)	Thermoplastic Pavement Marking Stop Bar (Extended Cost)	Thermoplastic Pavement Marking 200 L.F. 12" Crosswalks (Unit Cost/L.F.)	Thermoplastic Pavement Marking 12" Crosswalks (Extended Cost)	Thermoplastic Pavement Marking 200 L.F. 24" Crosswalks (Unit Cost/L.F.)	Thermoplastic Pavement Marking 24" Crosswalks (Extended Cost)
Time Striping Company	\$ 0.16	\$ 58,800.00	\$ 0.65	\$ 19,500.00	\$ 0.65	\$ 3,250.00	\$ 175.00	\$ 2,625.00	\$ 200.00	\$ 2,000.00	\$ 10.00	\$ 2,000.00	\$ 10.00	\$ 2,000.00	\$ 20.00	\$ 4,000.00

Bids for Aggregate Base Material for 2015
Bids Opened Thursday, March 26, 2015 at 2:00pm
Cost per Ton

Company Name	F.O.B. Quarry	Delivered to Springdale Public Works Department
Hunt Rogers Quarry	\$8.50	\$11.25

**Bids for Asphalt Concrete Material for 2015
Bids Opened Thursday, March 26, 2015 at 2:00pm**

Asphalt Concrete Hot Mix-Prices F.O.B. at Hot Mix Plant									
Company Name	Type 2 Surface (LS) 96' AHTD	Type 3 Surface (LS) 96' AHTD	Type 2 Surface (SS) 96' AHTD	Type 3 Surface (SS) 96' AHTD	Type 2 Binder 96' AHTD	Black Base 96' AHTD	Superpave Mix- Surface (PG64-22)	Superpave Mix- Binder (PG64-22)	Superpave Mix- Base (PG64-22)
Hutchens Construction Company	\$ 50.00	\$ 50.00	\$ 58.00	\$ 58.00	\$ 49.00	\$ 48.00	\$ 61.00	\$ 58.00	\$ 56.00
Covington Enterprises, Inc.	\$ 48.00	\$ 57.00	\$ 62.00	\$ 62.00	\$ 53.00	no bid	\$ 62.00	\$ 53.00	no bid
Indicates the lowest bid per mix type									

**Springdale Public Works Department
 Bid for Street Paving Services 2015
 Bid Opening March 26, 2015 at 2:00 P.M.**

Company Name: Decco Enterprises, Inc.

STANDARD PAY ITEMS

Item #	Item	Unit	Quantity	Unit Price	Extension
516	Cold Milling Asphalt Pavement	SY	44,780	\$ 1.48	\$ 66,274.40
205	Undercut and Stone Backfill	Ton	11,026	\$ 22.82	\$ 251,813.32
402	Prime and Tack Coat	SY	108,897	\$ 0.72	\$ 78,405.84
403	Asphalt Concrete Hot Mix Surface Course Wearing Course (ACHMSC/WC)	Ton	11,979	\$ 81.22	\$ 972,834.38

Total Bid Amount \$1,369,227.94

**Springdale Public Works Department
 Bid for Street Paving Services 2015
 Bid Opening March 26, 2015 at 2:00 P.M.**

Company Name: Hutchens Construction Company

STANDARD PAY ITEMS

Item #	Item	Unit	Quantity	Unit Price	Extension
516	Cold Milling Asphalt Pavement	SY	44,780	\$ 1.33	\$ 59,557.40
205	Undercut and Stone Backfill	Ton	11,026	\$ 27.50	\$ 303,215.00
402	Prime and Tack Coat	SY	108,897	\$ 0.30	\$ 32,669.10
403	Asphalt Concrete Hot Mix Surface Course Wearing Course (ACHMSC/WC)	Ton	11,979	\$ 61.00	\$ 730,719.00

Total Bid Amount \$1,126,160.50

**Springdale Public Works Department
 Bid for Street Paving Services 2015
 Bid Opening March 26, 2015 at 2:00 P.M.**

Company Name: APAC-Central, Inc.

STANDARD PAY ITEMS

Item #	Item	Unit	Quantity	Unit Price	Extension
516	Cold Milling Asphalt Pavement	SY	44,780	\$ 1.12	\$ 50,153.60
205	Undercut and Stone Backfill	Ton	11,026	\$ 20.05	\$ 221,871.30
402	Prime and Tack Coat	SY	108,897	\$ 0.20	\$ 21,779.40
403	Asphalt Concrete Hot Mix Surface Course Wearing Course (ACHMSC/WC)	Ton	11,979	\$ 61.90	\$ 741,500.10

Total Bid Amount \$1,034,504.40

Springdale Public Works Department
Cost Estimate to Construct/Repair Sub Grade/Pave Roadways in Year 2015
January 23, 2015

Street Segment Number	Street Name	Description of Roadway Conditions	Street Length (feet)	Street Width for Two Driving Lanes with 4 feet Shoulders	Square Yards of Roadway Surface (Square Yards)	Estimated Quantity of Unbound and Stone Basefill (Tons)	Engineers Estimate for Unbound and Stone Basefill Complete in Place per Section 206	Bid Amount Per Ton in Place	Extension Based on Expected Quantity	Estimated Area to Prime Coat per Section 405.1 (Square Yards)	Engineers Estimate for Prime and Tack Coat Complete in Place per Section 405.1 (\$2.00/gallon)	Bid Amount Per Square Yard in Place	Extension Based on Expected Quantity	Expected Square Yards of Cold Milling Asphalt	Engineers Estimate of Cost of Cold Milling Completed per Section 816	Bid Amount Per Ton in Place	Extension Based on Expected Quantity	Required Asphalt Thickness for Surface Course (inches)	Expected Tonnage of Asphalt Concrete Hot Mix Surface Course to be Placed on Street (tons)	Engineers Estimate for Asphalt Concrete Hot Mix Surface Course Complete in Place per Section 403 (\$68.77)	Bid Amount Per Ton in Place	Extension Based on Expected Quantity	Estimate of Total Costs	Total Cost per Lowest Bid	
1	Bank at Wobbe Lane - from Hwy 71 to east to the railroad tracks	Broken up spots, cracks, bad street cuts and rough	4320	22	10,860	1,059	\$ 23,522	\$20.05	21,437	16860	\$ 2,426	\$ 0.26	5,712	4600	\$ 9,200	\$ 1.12	5,134	2	1162	\$ 68,267	\$ 61.91	\$	71,903	\$ 103,416	\$ 100.60
2	Lowell Road from Randall Wobbe Lane south to Mill Street	Cracks and rough	2673	22	6,534	1,33	\$ 14,854	\$26.05	13,264	6534	\$ 1,503	\$ 0.28	1,387	500	\$ 1,000	\$ 1.12	560	2	719	\$ 42,340	\$ 61.91	\$	44,490	\$ 68,290	\$ 69.82
3	Sanders Avenue from AQ Chicken driveway east to Lowell Road	Ead spots, cracks and rough	2378	24	6,332	941	\$ 16,199	\$26.05	12,837	6332	\$ 1,457	\$ 0.20	1,267	2300	\$ 6,400	\$ 1.12	2,064	2	687	\$ 40,043	\$ 61.90	\$	43,124	\$ 62,907	\$ 62.81
4	Philo Street from Price Street south to Emma Avenue	Broken up spots rough	952	22	2,327	236	\$ 6,184	\$26.05	4,724	2327	\$ 528	\$ 0.20	463	2327	\$ 4,054	\$ 1.12	2,006	2	256	\$ 15,044	\$ 61.90	\$	16,545	\$ 25,417	\$ 23.64
5	North Commercial Street from E. Johnson Street south to Emma Avenue	Broken up spots and cracks	482	30	1,397	153	\$ 3,386	\$26.05	3,059	1307	\$ 347	\$ 0.20	301	1807	\$ 3,014	\$ 1.12	1,848	2	163	\$ 9,740	\$ 61.90	\$	10,259	\$ 16,467	\$ 15.90
6	West Allen Avenue from Hoborn Street west to N. Cole Drive	Concrete Street with cracks, patch spots, uneven and rough	1106	24	2,946	294	\$ 8,170	\$26.05	5,997	2340	\$ 579	\$ 0.20	550	2344	\$ 6,882	\$ 1.12	3,300	2	324	\$ 19,067	\$ 61.90	\$	20,000	\$ 32,207	\$ 29.95
7	Sunset Avenue from Turner Street west to Hwy 71	Bad spots, bad street cuts, uneven and rough	1064	36	7,248	734	\$ 16,147	\$26.05	14,716	7249	\$ 1,967	\$ 0.20	1,450	4000	\$ 6,000	\$ 1.12	4,400	2	797	\$ 48,882	\$ 61.90	\$	49,348	\$ 72,676	\$ 70.00
8	Wendover Avenue from Maple Drive east to Creuch Street	Bad spots, bad street cuts and rough	700	24	1,867	189	\$ 4,196	\$26.05	3,769	1867	\$ 429	\$ 0.20	373	933	\$ 1,066	\$ 1.12	1,048	2	206	\$ 12,067	\$ 61.90	\$	12,710	\$ 17,916	\$ 17.91
9	Powell Street starting at curb at bottom of hill south to the top of the hill	Broken up spots with east side of the road being worse	890	26	1,711	173	\$ 3,512	\$26.05	3,276	1711	\$ 384	\$ 0.20	342	346	\$ 732	\$ 1.12	410	2	188	\$ 11,062	\$ 61.90	\$	11,651	\$ 16,999	\$ 16.97
10	Princeton Avenue from West End Street west to Cambridge Street	Broken up spots, standing water in road at Stone Street	623	24	1,661	168	\$ 3,701	\$26.05	3,276	1661	\$ 382	\$ 0.20	332	630	\$ 1,060	\$ 1.12	938	2	182	\$ 10,740	\$ 61.90	\$	11,312	\$ 16,483	\$ 16.48
11	Walton Avenue from 47th Street west to 55th Street	Broken up spots and cracks	1094	30	3,200	327	\$ 11,863	\$26.05	10,356	6300	\$ 1,198	\$ 0.20	1,040	940	\$ 1,000	\$ 1.12	890	2	572	\$ 33,810	\$ 61.90	\$	35,407	\$ 47,905	\$ 47.90
12	Kansas Street from Wilson Lane south to Maple Avenue	Broken up spots and rough	681	30	1,117	316	\$ 6,962	\$26.05	4,327	3117	\$ 717	\$ 0.20	623	780	\$ 1,000	\$ 1.12	840	2	342	\$ 20,148	\$ 61.90	\$	21,221	\$ 29,206	\$ 29.19
13	West Circle Avenue from Hwy 71 to Kansas Street	Broken up spots and cracks	667	22	1,630	165	\$ 3,632	\$26.05	3,310	1630	\$ 376	\$ 0.20	326	860	\$ 1,780	\$ 1.12	997	2	179	\$ 10,640	\$ 61.90	\$	11,192	\$ 16,227	\$ 15.73
14	Emily Circle Drive from Emily Circle Drive entrance around the curve	Broken up spots and cracks	1086	24	3,029	305	\$ 11,203	\$26.05	10,210	6029	\$ 1,197	\$ 0.20	1,000	2918	\$ 3,030	\$ 1.12	2,817	2	652	\$ 32,513	\$ 61.90	\$	34,245	\$ 49,983	\$ 49.77
15	Intersection of Wilard Street and Marjorie Avenue	Standing Water in Intersection	400	28	1,244	126	\$ 2,772	\$26.05	2,570	1244	\$ 286	\$ 0.20	240	1260	\$ 2,000	\$ 1.12	1,000	2	137	\$ 8,048	\$ 61.90	\$	8,473	\$ 12,963	\$ 12.96
16	West End Street from McRay Street north to Huntsville Avenue	Cracks, bad street cuts and rough	2588	28	7,880	808	\$ 17,776	\$26.05	16,200	7880	\$ 1,836	\$ 0.20	1,536	3420	\$ 6,040	\$ 1.12	3,836	2	878	\$ 51,889	\$ 61.90	\$	54,316	\$ 78,029	\$ 75.98
17	Sioux Drive from Maxwell Drive west to Campbell Street	Broken up spots	634	26	1,941	197	\$ 4,394	\$26.05	3,941	1941	\$ 447	\$ 0.20	388	632	\$ 1,984	\$ 1.12	932	2	214	\$ 12,650	\$ 61.90	\$	13,210	\$ 18,865	\$ 18.86
18	Campbell Drive from Huntsville Avenue south to Westwood Avenue	Broken up spots and cracks	1687	32	6,892	697	\$ 13,123	\$26.05	11,960	6892	\$ 1,380	\$ 0.20	1,170	2200	\$ 4,410	\$ 1.12	2,474	2	648	\$ 38,087	\$ 61.90	\$	40,116	\$ 60,804	\$ 59.78
19	Campbell Drive from McRay Street north to Park Avenue	Broken up spots	650	32	2,311	234	\$ 5,148	\$26.05	4,992	2311	\$ 532	\$ 0.20	462	866	\$ 1,732	\$ 1.12	970	2	284	\$ 14,947	\$ 61.90	\$	15,736	\$ 22,382	\$ 21.90
20	Horseshoe Drive from Campbell Drive west to end of street	All broken up and rough	697	30	1,890	201	\$ 4,433	\$26.05	4,040	1890	\$ 460	\$ 0.20	396	788	\$ 1,862	\$ 1.12	860	2	210	\$ 12,866	\$ 61.90	\$	13,580	\$ 19,470	\$ 19.47
21	Clayton Street from Sunset north to Yukon Drive	All broken up and rough	1119	30	3,730	378	\$ 8,309	\$26.05	7,672	3730	\$ 858	\$ 0.20	746	1482	\$ 2,904	\$ 1.12	1,671	2	410	\$ 24,113	\$ 61.90	\$	25,306	\$ 36,284	\$ 36.28
22	46th Place from Sunset north to end of street	Broken up spots, cracks and rough	721	18	1,462	148	\$ 3,287	\$26.05	2,968	1462	\$ 326	\$ 0.20	292	878	\$ 1,860	\$ 1.12	1,002	2	161	\$ 8,451	\$ 61.90	\$	8,955	\$ 14,994	\$ 14.99
23	Sherman Street from Crawford Avenue south to Davis Avenue	Broken up spots and rough	361	30	1,293	122	\$ 2,680	\$26.05	2,449	1293	\$ 277	\$ 0.20	251	481	\$ 962	\$ 1.12	526	2	132	\$ 7,770	\$ 61.90	\$	8,193	\$ 11,896	\$ 11.89
24	Lewis Avenue from High End Street east to Sherman Street	Broken up spots	821	28	1,962	189	\$ 4,272	\$26.05	3,993	1962	\$ 452	\$ 0.20	393	641	\$ 1,682	\$ 1.12	843	2	216	\$ 12,681	\$ 61.90	\$	13,240	\$ 19,487	\$ 19.48
25	Ross Avenue from Morrison Place east to Hershey Drive	Broken up spots	387	30	1,190	120	\$ 2,681	\$26.05	2,418	1190	\$ 274	\$ 0.20	239	478	\$ 952	\$ 1.12	513	2	131	\$ 7,800	\$ 61.90	\$	8,190	\$ 11,990	\$ 11.99
26	Thomas Blvd. from Huntsville north to Geddes Avenue	Broken up spots, cracks and rough	2608	32	8,258	838	\$ 20,840	\$26.05	18,810	8258	\$ 2,131	\$ 0.20	1,833	3475	\$ 6,550	\$ 1.12	3,852	2	1019	\$ 59,500	\$ 61.90	\$	63,081	\$ 97,510	\$ 97.51
27	Hyll Avenue from Glen Street east to House # 2704	Broken up spots and rough	258	30	653	66	\$ 1,801	\$26.05	1,732	653	\$ 166	\$ 0.20	171	348	\$ 680	\$ 1.12	381	2	94	\$ 5,617	\$ 61.90	\$	5,810	\$ 8,204	\$ 8.20
28	Charly Avenue from Kimbrough Street east to Shook Street	Broken up spots	347	28	1,086	109	\$ 2,406	\$26.05	2,192	1086	\$ 246	\$ 0.20	216	463	\$ 926	\$ 1.12	510	2	119	\$ 6,970	\$ 61.90	\$	7,351	\$ 10,550	\$ 10.55
29	East Downum Road from 6746 E Downum Road west to S Miller Street	All broken up and rough	1260	18	2,780	281	\$ 6,192	\$26.05	3,044	2780	\$ 638	\$ 0.20	630	100	\$ 200	\$ 1.12	112	2	306	\$ 17,972	\$ 61.90	\$	18,526	\$ 28,004	\$ 28.00
30	Carrie Smith Road from Bell Street west to Grimesley Road	Broken up, bad patches and rough	2814	20	5,567	568	\$ 12,444	\$26.05	11,381	6807	\$ 1,285	\$ 0.20	1,117	800	\$ 1,000	\$ 1.12	600	2	618	\$ 36,116	\$ 61.90	\$	36,940	\$ 56,005	\$ 56.00
31	Conrad Place from Burrell Place south to 922 Conrad Place	All broken up, large holes and rough	480	15	750	78	\$ 1,671	\$26.05	1,523	750	\$ 173	\$ 0.20	150	100	\$ 200	\$ 1.12	112	2	83	\$ 4,848	\$ 61.90	\$	5,107	\$ 6,832	\$ 6.83
Totals			37,764		108,897	11,026	\$ 242,668		221,068	108,897	\$ 25,048		521,779	44,780	\$ 68,980		\$ 50,134		11,078	\$ 703,967		\$	741,480	\$ 1,061,152	\$ 1,034,481
Miles of Roadway																									
Cost per Mile to Reconstruct/Repair/Pave (per lowest bid)																									
Cost per Linear Foot to Reconstruct/Repair/Pave (per lowest bid)																									
Cost per Square Yard to Reconstruct/Repair/Pave (per lowest bid)																									

RESOLUTION NO: _____

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

WHEREAS, the Springdale Fire Department needs to replace the portable radios on all of the emergency apparatus with radios that are digital compliant, and;

WHEREAS, the Fire Chief has estimated the total cost for the needed equipment to be \$44,307, and;

WHEREAS, we also need to obtain 6.25 VNB emissions designation approval along with site approval for relocating radio repeaters that will benefit several City departments at an estimated cost of \$6,000, and;

WHEREAS, the Fire Chief has requested an appropriation from the CIP funds for this project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that \$50,350 of capital improvement funds is hereby appropriated for the purchase of radios and upgrading of the radio system and licenses.

PASSED AND APPROVED this 14th day of April, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Springdale Fire Department

Memorandum

To: Wyman Morgan
From: Asst. Chief Kevin McDonald 
Cc: Chief Mike Irwin
Date: April 1, 2015
Re: CIP request for Kenwood Nexedge Radios

The SFD has been purchasing the "Nexedge" series of both mobile and portable radios for the last two years whenever we had to replace one of our existing Kenwood "TK" series radios. Our existing TK radios were initially purchased around 2003 or 2004.

The only remaining TK products in service now are the portable radios on our emergency units. We no longer have any reserve portable radios and I do not want to purchase any TK radios because they are not digital compliant. The SFD needs to purchase enough Nexedge portables to outfit all of the emergency apparatus and ambulances.

These radios are available on the buy board pricing. The normal price is \$681.10, which also includes the battery, charger, and accessories. In addition, Kenwood is currently offering a rebate of \$60.00 for each radio purchased as part of their "go digital" rebate program. At \$621.10, we need to purchase 65 radios for a total price of \$44,307.72, which does include tax.

Would you please add this request to the next committee agenda? Thanks.