CITY OF SPRINGDALE
Committee Agendas
Monday, February 4th, 2013
Multi-Purpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Ordinance Committee:

1. ***A Discussion*** concerning the Sign Ordinance referring to Real Estate Signs, presented by City Attorney Ernest B. Cate for Brad Bruns. Pg's 2-7,
Pg's 8-13 are blank due to double copying…

2. ***A Discussion*** concerning the Variance Process in the Planning Department, presented by City Attorney Ernest B. Cate for Brad Bruns. Pg's 14-17

3. ***An Ordinance*** to amend Section 46-2 – Open Burning of the Springdale Code of Ordinances, presented by Fire Chief Mike Irwin and Asst. Fire Chief Kevin McDonald. Pg's 18-20

Street & CIP Committee:

4. ***A Resolution*** authorizing Capital Improvement Project Funds for reconstruction and paving of recently annexed roads, presented by Public Works Director Sam Goade. Pg's 21-26

Police & Fire Committee:

5. ***A Resolution*** authorizing execution of Engineering Design Contracts for three projects in the 2012 Fire Department Improvement Program, presented by Chief Engineering Coordinator Alan Pugh. Pg's 27 - 123

Parks & Recreation Committee:

6. ***A Resolution*** authorizing a policy change in Youth Center Membership Fees, presented by Parks Director Rick McWhorter. Pg's 124-125

Finance Committee:

7. ***A Resolution*** amending the 2013 Budget of the City Attorney's Office, presented by City Attorney Ernest B. Cate. Pg's 126-128

Personnel Committee:

8. ***A Resolution*** amending Section 3.14 of the Personnel and Procedures Manual for the City of Springdale, Arkansas concerning the Grievance Process, presented by City Attorney Ernest B. Cate for Brad Bruns. Pg's 129-130

Sec. 98-60. - General requirements for all signs.

(a)

Prohibited signs. No sign shall be permitted, erected, used or maintained in the city which:

(1)

Is not constructed in full compliance with the 2000 International Building Code and the electrical wiring standards of National Electrical Code and with the approved plastic materials specified in the 2000 International Building Code, as applicable, and with the requirements of section 98-62, whichever is more restrictive, and with all other applicable provisions of this chapter and the city code except signs exempt from permit requirements of article II of this chapter and except as otherwise herein provided.

(2)

Is not permanently attached and anchored in full compliance with the construction requirements of this chapter and the 2000 International Building Code, whichever is more restrictive, except for signs exempt from permit requirements of article II of this chapter and except for temporary signs.

(3)

Contains or consists of such animation, flashing or focused light, lighting, noise or illumination of such intensity so as to impair the safety of the public, unduly disturb the use of any property or otherwise constitute a nuisance or hazard or is constructed, erected, used and/or maintained so as to be an obstruction of vision near any driveway, parking lot or roadway or interferes with, obstructs the view of or is likely to be confused with any authorized traffic sign, signal or device by such location as may interfere with, mislead or confuse traffic.

(4)

No longer identifies a bona fide business, service, current interest or activity.

(5)

Is in a state of structural, mechanical or cosmetic disrepair such that it does not meet the construction standards hereof or such that it is a visual blight or eyesore clearly visible from public rights-of-way.

(b)

Prohibited locations. No sign shall be erected, used or maintained which is:

(1)

Located within an eight-foot radial clearance from overhead electrical conductors which are energized from zero to 750 volts or within a ten-foot radial clearance from any conductors energized at more than 750 volts (the term "overhead electrical conductors" as used in this section shall include any electrical conductor, either bare or insulated, installed above the ground except such conductors as are enclosed in iron pipe or other metal covering of equal strength).

(2)

Located within ten feet of a fire hydrant.

(3)

Located on public property, within or above any public property or right-of-way or upon any utility pole unless placed by authorization of a government agency.

(4)

Attached to any rock or tree.

(5)

Erected upon or directly above the roof of any building which is unsafe in the reasonable judgment and determination of the chief city inspector.

(c)

Setback requirements. No sign shall be erected, used or maintained except in conformance with the following:

(1)

Front setback: All signs shall be placed so that the leading edge of the sign shall be setback a minimum of two feet behind the proposed street right-of-way line as outlined in the adopted master street plan.

(2)

Side setback: All signs shall be set back a minimum of ten feet from the nearest side property line.

(3)

Exceptions: The setback requirements of this section shall not apply to:

a.

Wall signs which otherwise conform to all provisions of this chapter and which are mounted on building walls lawfully sited within the setback space.

b.

Street island signs which otherwise conform to the provisions of this chapter which shall be set back a minimum of four feet from any edge of the sign to the back of any curb of the island.

(Code 1973, § 28-4; Ord. No. 3312, § 1, 4-8-03; Ord. No. 3957, § 2, 9-26-06)

Sec. 98-61. - Requirements for specific sign types.

(a)

Billboards. No billboard shall be constructed, erected, used or maintained within the city except in compliance with the following provisions:

(1)

Billboards shall be located only in specified commercial and industrial zones and shall not be placed within 300 feet of any residential zone.

(2)

Each billboard shall have a maximum of two sign faces, one per side, supported by the same structural foundation. Each face shall have a maximum total area of 300 square feet, except that billboards located adjacent to a divided highway may have a maximum sign face area of 600 square feet. All measurements shall include sign face framework and decorative or other additions.

(3)

All billboards located within the city shall meet the state's requirements for distance between billboards.

(4)

No billboard shall exceed 45 feet in total height.

(5)

No billboards shall be permitted in A-1 agricultural or C-3 central commercial zoning districts.

(6)

No billboards shall be erected or permitted after May 27, 2008, however, a legal existing billboard may be relocated to a different location on the same property without obtaining a new permit, so long as the billboard still meets the other requirements set out in this section. Relocation of a billboard on the same property shall not violate the city's moratorium requirements on billboards.

(7)

Every billboard which is permitted and legally existing on May 27, 2008, shall be deemed to be a legal nonconforming billboard. A nonconforming billboard may not be enlarged or altered in any way which increases its nonconformity, however, a legal existing billboard may be relocated to a different location on the same property without obtaining a new permit, so long as the billboard still meets the other requirements set out in this section. Relocation of a billboard on the same property shall not violate the city's moratorium requirements on billboards.

(8)

A legal nonconforming billboard will become an illegal sign if more than 50 percent of the sign is removed or unassembled for a period of more than six months; or if the sign is altered or relocated in any manner which increases its nonconformity or causes it to be less in compliance with the provisions of this chapter.

(9)

A legal nonconforming billboard will become an illegal sign if the nonconforming billboard is destroyed to an extent of 50 percent or more of its sign face. The board of adjustment may grant a variance to repair or replace a destroyed nonconforming billboard, upon a showing of hardship, and application for such variance shall be made within 30 days of the nonconforming billboard being destroyed. If a variance is granted, the nonconforming billboard shall be replaced or repaired according to standards of construction then in effect.

(b)

Construction signs. Construction signs shall have a maximum sign face area of 32 square feet and a maximum sign area of 64 square feet. All such signs shall be removed within five days of completion of the project.

(c)

Garage, porch or yard sale signs. Garage, porch or yard sale signs shall advertise only occasional residential sales of used goods. Each sign shall be freestanding and shall have maximum sign-face dimensions of 24 inches by 24 inches, shall have a maximum sign area of eight square feet and shall have a maximum height of 24 inches. Each sign shall meet all requirements specified for temporary signs and banners, except that it shall be erected no more than two days prior to the first date of the sale and will be removed by the beginning of the first business day following the last day of the sale and shall be displayed without lighting having a primary purpose or effect of illuminating the sign.

(d)

Government signs. Government signs shall be exempt from the provisions of this chapter.

(e)

Monument signs. The maximum sign area for a monument sign shall not exceed 100 square feet. The sign display area shall be completely enclosed with materials that match the facade of the principal use or similar quality, color and texture as the primary masonry materials used in the exterior finish

of the primary structure on site. The top of the sign display area shall be located a maximum of 12 inches below the top of the sign structure. No air space shall be visible within or between any portion of the sign display area and sign structure.

(f)

Neon signs. Neon signs shall have an enclosed, vented transformer box and shall be constructed according to standard industry safety practices. For purposes of this provision, the term "neon signs" shall include all signs using neon gas whether or not located inside or outside of a permanent building.

(g)

Political signs. Political signs shall not be required to meet all requirements specified for temporary signs and banners, but shall be dismantled and removed within three days after the date of the election.

(h)

Projecting signs. Projecting signs shall be located a minimum of ten feet from any other such sign and shall not exceed 32 square feet in sign face area.

(i)

Real estate signs.

(1)

Real estate signs in residential zones will be displayed only on the premises being advertised and will not exceed a maximum sign-face area of six square feet and maximum sign area of 12 square feet; provided, however, that any sign giving notice of and directions to any open house being shown for sale may be displayed off the premises advertised so long as it is otherwise maintained in full compliance with the size requirements of this subsection and the removal provisions of subsection (c) of this section. A total of two riders are allowed per panel.

(2)

Real estate signs in all other zones will be displayed only on the premises being advertised and will not exceed a maximum sign area of 32 square feet.

(j)

Special occasion signs. Special occasion signs shall advertise only occasional, noncommercial special events of no more than seven days' duration. Each sign shall meet the requirements of subsection (j) of this section, except that it shall be erected no more than seven days prior to the first day of the special occasion or event and shall be removed by the end of the third day after the end of the special occasion or event.

(k)

Temporary signs and banners. A temporary sign is a sign that is used only temporarily and is not permanently mounted, and that can be used only for a designated period of time. A banner is any sign, except an awning sign, applied to or made of cloth, paper, fabric, flexible plastic or other fabric-like material that only uses such non-rigid material for backing or background. Signs and banners for special events, or the opening of businesses, are permitted provided that:

(1)

A temporary use permit is obtained;

(2)

Such signs and banners are prohibited upon public rights-of-way and may not be placed so as to obstruct a driver's ability to view oncoming traffic from any direction at an intersection;

(3)

Temporary sign and banner permits shall be limited to a duration of not to exceed 15 consecutive days or the period of time stated on the temporary use permit and shall not be issued within 90 days of the previous issuance;

(4)

No more than four temporary sign or banner permits shall be issued within any 12-month period for the same business in the same location;

(5)

A newly established business may be issued a temporary use permit for the initial opening of a business for a period that shall end not later than 60 days after issuance of the first business license for that business in that location or from the issuance of a certificate of occupancy for that location;

(6)

Temporary signs and banners may be attached to and parallel with a wall of the building on which wall signs are permitted and shall not exceed 32 square feet in surface area;

(7)

There shall be only one temporary sign or banner, plus one additional sign or banner for street frontage on a second public street, provided that the frontage on that street is at least 150 feet in length and that an actual entrance to the site is permitted on such street.

(8)

"Not-for-profit" special events, such as those associated with civic, philanthropic, educational purposes, and religious purposes shall be allowed a temporary sign or banner, regardless of whether a temporary use permit is required, provided that:

a.

Only one such sign or banner shall be allowed per property per event;

b.

Such sign or banner shall be located only on private property;

c.

Such sign, if a ground sign, shall be limited to 42 inches in height and 16 square feet in area per side;

d.

Such sign, if attached to a wall, shall be limited to 32 square feet in area per side; and

e.

Such sign or banner shall be erected no sooner than five days preceding the event and shall be removed no later than one day following the event.

(l)

Traffic/directional signs. Traffic/directional signs shall not exceed three square feet in area except upon a special permit issued by the chief city inspector upon showing of clear necessity and shall be permissible in all zones.

(m)

Wall signs. No wall sign shall extend above any adjacent parapet or roof of the supporting building nor exceed a sign area of 300 square feet or 30 percent of the area of the wall face on which the sign is located, whichever is

less. Wall signs shall be mounted in compliance with the specifications of Table No. 1:

TABLE NO. 1

PROJECTION OF WALL SIGNS FROM BUILDING WALL

Clearance (above grade) (feet)	Maximum projection
Less than 9	2"
9	1'
9 to 16	1' plus 6" for each foot of clearance in excess of 9'
Over 16	5'

(n)

Street island signs. Street island signs shall not exceed a height of three feet above the top of the curb; and the maximum sign face area shall not exceed 15 square feet. Such signs may be placed only in curbed street islands or medians with a minimum width of ten feet back-of-curb to opposing back-of-curb.

(o)

Church, synagogue and/or 501(c)(3) qualified organization signs. These signs shall be allowed only on premises and may include nonflashing wall or projecting signs with a sign area not to exceed 32 square feet, a nonflashing, freestanding sign no larger than 300 square feet per sign face. Sign height shall not exceed 40 feet.

(Code 1973, § 28-5; Ord. No. 3018, § 3, 10-10-00; Ord. No. 4102, § 2, 8-28-07; Ord. No. 4139, § 1, 12-11-07; Ord. No. 4153, § 1, 1-8-08; Ord. No. 4186, § 2, 3-25-08; Ord. No. 4210, § 1, 5-27-08; Ord. No. 4535, 9-27-11)

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Pg 11

Rose Lawrence

From: Ernest Cate [ecate@springdalear.gov]
Sent: Thursday, January 03, 2013 4:15 PM
To: 'Rose Lawrence'

Sec. 10. - Board of zoning adjustment.

a.

Established. A board of zoning adjustment is established and as set forth in section 90-30 the planning commission shall function as such board.

b.

Meetings. The planning commission shall designate on the agenda of each regularly scheduled planning commission meeting those items in which it is functioning as the zoning board of adjustment and shall hold a public hearing on the proposed variance, after:

1.

At least seven (7) days notice of the time, place, and request is made to the public prior to the meeting by being given in a newspaper of general circulation in the city.

2.

The Planning Department will post NOTICE OF PUBLIC HEARING sign(s) on said property for which a public hearing has been set at least ten (10) days prior to the hearing indicating the date and time of the hearing. Such signs shall be clearly visible, unobstructed to the passing general public, and posted on or near the front property line.

3.

The adjacent property owners of the property seeking the variance have been notified by certified mail, return receipt requested, at least (10) days prior to the public hearing in accordance with the following:

(a)

An affidavit is submitted stating that notice has been given to all adjacent property owners of the property subject to the variance after the application has been accepted and placed on the planning commission agenda;

(b)

The petitioner shall be responsible for providing such notice by certified mail, return receipt requested, to the last known address of such record owner(s) as certified by a licensed abstractor or a licensed land surveyor within the past sixty (60) days.

(c)

The required affidavit and supporting exhibits (mailing receipts, list of adjacent property owners and a copy of the notice[)] shall be filed with the planning office no later than seven (7) days prior to the meeting date.

4.

The minutes of the meeting will be a part of the minutes of the entire planning commission meeting.

c.

Functions. The board of zoning adjustment is authorized in accordance with the provision of this chapter, to hear appeals from the decision of the administrative officers of this chapter; and may affirm or reverse, in whole or in part, said decision of the administrative officer. In addition, the board is responsible for hearing requests for variances from the literal provisions of this chapter in instances where strict enforcement of this chapter would cause undue hardship due to circumstances unique to the individual property under consideration, and grant such variances only when it is demonstrated that such action will be in keeping with the spirit and intent of the provisions of this chapter. The board of zoning adjustment shall not permit, as a variance, any use in a zone that is not permitted under this chapter. The board of zoning adjustment may impose conditions in the granting of a variance to ensure compliance and to protect adjacent property. In carrying out the purpose and intent of this chapter, the board shall be governed by the specific powers and prohibitions provided in this section, and may impose conditions in the granting of a variance to ensure compliance and protect adjacent properties.

d.

Powers and duties. The board has the following powers:

(1)

Administrative review.

(a)

To interpret the application of the provisions of this chapter in such a way as to carry out its stated purpose and intent.

(b)

To interpret boundary lines for districts in this chapter where the street layout actually on the ground varies from the street layout shown on the accompanying map.

(c)

To hear and decide appeal where it is alleged there is error in any order, requirement, decision, determination or interpretation made in the administration or enforcement of this chapter.

(2)

Variances.

(a)

The board may grant upon application in specific cases such variances from the bulk or area regulations of this chapter as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of this chapter would result in unnecessary hardship. A variance from the terms of this chapter shall not be granted by the board unless and until:

1.

A written application for a variance is submitted demonstrating:

a.

That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or building in the same district.

b.

That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter.

c.

That the special conditions and circumstances do not result from the actions of the applicant.

d.

That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

e.

No nonconforming use of adjacent lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

2.

The public hearing shall be held and public notice shall be given as set forth in subsection b. above.

a.

To grant a variance the board must find that the requirements of subsection d.(2)(a)1. have been met by the applicant for a variance.

b.

That the reasons set forth in the application justify the granting of the variance, and that the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.

c.

That the granting of the variance will be in harmony with the general purpose and intent of this ordinance, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

3.

In granting any variance, the board may prescribe appropriate

conditions and safeguards in conformity with this chapter. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.

4.

Under no circumstances shall the board grant a variance to allow a use not permissible under the terms of this ordinance in the district involved, or any use expressly or by implication prohibited by terms of this chapter is said district.

5.

Under no circumstances shall the action of the board be considered to grant a variance of any provision of any other protective code adopted by the city.

(b)

The board may grant, as a hardship variance, relief to any property owner who has a vested interest in a previously devised plan which conformed to the chapter in effect prior to the passage of this chapter. The owner must show proof of the previous intent including, but not limited to, development plans and specifications for that specific site. The board will not allow as a part of this process any use in any zone which is not allowed within that zone.

e.

Appeals. Any persons or person, or any board, taxpayer, department, or board of the city aggrieved by any decision of the board of adjustment may seek review by a court of record of such decision, in the manner provided by the laws of the state.

f.

Duties of planning and community development director, board of adjustment, city council and courts on matters on appeal. It is the intent of this chapter that all questions of interpretation and enforcement shall be first present to the planning and community development director, and that such questions shall be presented to the board only on appeal from the decision of the planning and community development director, and that recourse from the decision of the board shall be to the courts as provided by state law. It is further the intent of this chapter that the duties of the city council in connection with this chapter shall not include hearing and deciding questions of interpretation and enforcement that may arise. This procedure of deciding such question shall be as stated in this article and this chapter.

(Ord. No. 3307, 3-25-03; Ord. No. 4645, 11-13-12)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 46-2 – OPEN BURNING OF THE SPRINGDALE CODE OF ORDINANCES

WHEREAS, the Fire Chief has recommended changes in Sec. 46-2 of the Springdale Code of Ordinances regarding open burning, and

WHEREAS, these changes would increase the safety of our citizens and their property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Section 46-2 of the Springdale Code of Ordinances is hereby amended to read as follows:

Sec. 46-2. - Open burning.

(a)

Supplemental rules. InB conjunction with ~~chapter 3, section 307 of~~ the ~~2007~~ Arkansas fire prevention code, which has been adopted by reference by the city in section 46-51 of this Code, the following are the rules which must be followed when burning outdoors inside the city:

(1)

A burn permit is required before burning commences. Permits may be obtained at Fire Station 1, 417 Holcomb on Monday thru Friday between the hours of ~~by calling the central fire station, 750-8191, between 7:00 a.m.~~ 8 a.m. and 5:00 p.m. The burn permit fee is $10.00. A burn permit will be valid for 14 days. A fire may not be started before obtaining a permit. Large burns may be subject to a site inspection by the Fire Marshal's Office.

(2)

Fires shall be small and 50 feet or more from any building. Any variance from this subsection must be approved by the fire department and must meet the fire code provisions.

(3)

A fire must be attended by a competent person at all times, which means the fire may not be too large in size or exceed the amount of locations for those attending the fire to properly manage and control it.

(4)

Fire control equipment must be available, for example, a garden hose, water extinguisher, or heavy equipment. Anything other than water must be approved by the fire department.

(5)

Burning plastics, rubber, shingles, building debris, or anything that will create black smoke is prohibited.

(6)

The fire must be out (completely extinguished) by dark.

(7)

Gasoline may not be used to start the fire.

(b)

Extinguishment of fire. These rules are in addition to those set out in the state fire prevention code and the fire department may require extinguishment of the fire if a complaint is received, such as the smoke blowing toward or into a person's home.

<u>Section 2.</u> Emergency Clause. It is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon passage and approval.

PASSED AND APPROVED this 12th day of February, 2013

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM

_____
Ernest B. Cate, City Attorney

Rose Lawrence

From: Kevin McDonald [kmcdonald@springdalear.gov]
Sent: Thursday, January 31, 2013 9:04 AM
To: moverton@springdalear.gov; 'Rose Lawrence'
Cc: 'Ernest Cate'; 'Wyman Morgan'; 'Mike Irwin'; 'Ed Stith'
Subject: Open Burning Ordinance Changes
Attachments: 2013, Open Burning Ordinance.doc

Mike & Rose,

Please find the attached word document with our open burning ordinance, along with the proposed changes in red.

Chief Irwin will also have a sample permit at the Monday meeting for the committee to look over.

Please let me know if anything more is needed.

Thanks,
Kevin

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT PROJECT FUNDS FOR RECONSTRUCTION AND PAVING OF RECENTLY ANNEXED ROADS

WHEREAS, there are 19 roadway segments in need of improvements of which16 were annexed into Springdale in 2011, and

WHEREAS, the 2013 budget does not include funds for these roadway improvements, and

WHEREAS, the fund balance at December 31, 2012 is needed to provide funding during the construction season when it drops by more than $200,000;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the expenditure from Capital Improvement Project Funds of up to $1,539,858 for reconstruction and paving of 19 roadway segments is hereby approved.

PASSED AND APPROVED this 12th day of February, 2013.

_____

Doug Sprouse, Mayor

ATTEST:

_____

Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____

Ernest B. Cate, City Attorney

Public Works Department

Streets and Public Facilities

MEMORANDUM

To: **Mayor Doug Sprouse**

From: **Sam Goade**

Date: **January 23, 2013**

RE: **Request for CIP Funds to Reconstruct and Pave Annexed Roads in 2013**

Cc **Rose Lawrence, Rick Evans, Patsy Christie, Alan Pugh, P.E., James Breakfield, P.E.**

I have funding in my 2013 street-paving budget to finish up Hylton Road and reconstruct the streets in Greenbrier Estates. According to Laura and as show in the attached report of street fund projected fund balance – **unreserved and undesignated monies**, we have **$488,784** available. Laura has informed me that it is not advisable to utilize these funds, as it would compromise the required cash flow in the street fund. (See the attached email to me from Laura) The cost estimate attached shows the streets and cost for reconstruction and paving. There are a total of 19 roadway segments shown. Sixteen (16) of the roadway segments were annexed into the City in 2011. The total estimated cost to reconstruct and pave the 19 roadway segments shown is **$1,539,858**. This amount includes a 5% contingency due to the uncertainty of the actual amount of the lowest qualified bid if and when we bid the work. In order to complete the entire list of roadway segments in 2013 I will need the full amount of the projected cost from the CIP fund. This requested amount would be contingent upon the actual amount of the lowest qualified bid.

With your permission I will ask Councilman Rick Evans to place this request on the next available CIP Committee agenda along with the attached documentation for consideration of approval.

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

Sam Goade

From: Laura Favorite [lfavorite@springdalear.gov]
Sent: Wednesday, January 23, 2013 11:06 AM
To: 'Sam Goade'
Subject: RE: Funding for paving annexed roads in 2013

Sam,

Per our discussion, please revise your request to ask for the entire cost of the paving project from CIP. The $488,000 showing as unreserved fund balance at the end of 2013 is needed for cash flow purposes, and therefore should not be spent. As my spreadsheet shows, I really prefer to have three months (25%) budgeted expenditures on hand.

Thanks, and sorry you can't spend it.

Laura Favorite
lfavorite@springdalear.gov

From: Sam Goade [mailto:sgoade@springdalear.gov]
Sent: Wednesday, January 23, 2013 10:00 AM
To: 'Doug Sprouse'
Cc: 'Rose Lawrence'; Ricky C. Evans; 'Patsy Christie'; 'Alan Pugh'; 'James Breakfield'; Wyman Morgan; 'Laura Favorite'
Subject: RE: Funding for paving annexed roads in 2013

Mayor Sprouse,

I have attached a memo to you along with documentation to be placed on the next available CIP Committee agenda to request funds to pave the annexed roadways in 2013.

Thanks,

Sam

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

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

From: Doug Sprouse [mailto:dsprouse@springdalear.gov]
Sent: Tuesday, January 22, 2013 3:50 PM
To: 'Sam Goade'
Subject: RE: Funding for paving annexed roads in 2013

Yes, let's see what they want to do.

From: Sam Goade [mailto:sgoade@springdalear.gov]
Sent: Tuesday, January 22, 2013 3:48 PM
To: Doug Sprouse
Cc: Wyman Morgan; 'Laura Favorite'
Subject: Funding for paving annexed roads in 2013

Mayor Sprouse,

I have attached a copy of the available street funds that Laura gave me at the Department Head meeting this morning. Do you want me to make a request for CIP funds to make up the balance needed to complete the paving project we discussed today for the year 2013?

Thanks,

Sam

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

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

CITY OF SPRINGDALE
STREET FUND
PROJECTED FUND BALANCE - UNRESERVED & UNDESIGNATED

FUND BALANCE - UNRESERVED & UNDESIGNATED - 12/31/11		$ 1,414,633	3 Months or 25%
ESTIMATED REVENUES - 2012	$ 4,303,248		
ESTIMATED EXPENDITURES - 2012	(4,562,177)	(258,929)	
PROJECTED FUND BALANCE - UNRESERVED & UNDESIGNATED - 12/31/12		$ 1,155,704	1,140,544
ESTIMATED REVENUES - 2013	$ 4,373,730		
ESTIMATED EXPENDITURES - 2013	(5,040,650)	(666,920)	
PROJECTED FUND BALANCE - UNRESERVED & UNDESIGNATED - 12/31/13		$ 488,784	1,260,163

Springdale Public Works Department
Cost Estimate to Construct/Repair Sub Grade/Pave Roadways in 2013

January 16, 2013

Street Segment Number	Street Name	Description of Roadway Conditions	Street Length (feet)	Street Width (existing)	Square Yard of Roadway Surface (Square Yards)	Estimated Tons of Aggregate Base Course to be Placed on Roadway Prior to Paving	Cost Estimate for Full Width Cold Milling Asphalt Pavement	Engineers Estimate for Aggregate Base Course Complete in Place per Section 401	Estimated Quantity of Prime and Tack Costs in Gallons (after required field dilution, rate of 3 parts water to 1 part EPR-1 PRIME	Engineers Estimate for Prime and Tack Costs Complete in Place per Section 402	Expected Tons of ACHM Binder for a 4" Course (tons)	Engineers Estimate for Asphalt Concrete Binder Course Complete in Place per Section 403	Required Asphalt Thickness for Surface Course (inches)	Expected Tons of Asphalt Concrete Hot Mix Surface Course to Placed on Street (tons)	Engineers Estimate for Asphalt Concrete Hot Mix Surface Course Complete in Place per Section 403	Estimate of Total Cost
1	Puppy Creek Road (starting at end of asphalt to intersection of Spring Creek Road	Dirt Rough Lots of Pot Holes Some Narrow Spots	1852	18	3,704	833		$ 18,343			815	$ 40,744	2	407	$ 23,845	$ 79,932
2	Puppy Creek Road (from intersection of Spring Creek Road north to City Limits)	Dirt Rough Lots of Pot Holes Some Narrow Spots	1500	18	3,000	675		$ 12,346			630	$ 33,000	2	330	$ 19,394	$ 64,740
3	Spring Creek Road (from Puppy Creek Road north to Brown Road)	Dirt Rough	1165	19	2,438	548		$ 10,634			536	$ 26,822	2	268	$ 15,763	$ 52,619
4	Ladale Road (starting at end at 3689 Ladale then east to 2404 Ladale & start of chip seal)	Dirt Narrow with Pot Holes End of Road End at Gates	760	12	1,013	228		$ 4,170			223	$ 11,147	2	111	$ 6,651	$ 21,968
5	South Zion Road (starting at Brown Road then south to Wagon Wheel Road)	Asphalt with some cracks and broken up spots at edges	8700	20	14,889				4467	$ 8,633			2	1636	$ 98,252	$ 105,196
6	Sharp Springs Road (starting at East Zion east then north to East Brown Road)	Dirt lots of big pot holes rough and rocky	3300	20	7,333	1650		$ 30,179			1613	$ 80,867	2	807	$ 47,408	$ 158,253
7	Zigar Lane (starting at end of asphalt going northeast to East Brown Road)	Dirt, Rocky with rough pot holes	1707	18	3,414	768		$ 14,049			751	$ 37,854	2	375	$ 22,070	$ 73,874
8	Gibbs Road (starting at end of asphalt then west to Hwy. 112)	Dirt Rough, Rocky with pot holes	1600	20	3,556	800		$ 14,632			782	$ 38,111	2	391	$ 22,966	$ 76,729
9	Summers Road (starting at Gibbs Road north to where it turns east)	Dirt Rough with Pot Holes	1038	20	2,269	515		$ 9,419			504	$ 25,178	2	252	$ 14,797	$ 49,394
10	Summers Road (starting where it turn east to the end)	Dirt, Rough with BIG pot holes	1015	10	1,128	254		$ 4,641			248	$ 12,406	2	124	$ 7,291	$ 24,337
11	Yeager Road (starting at Gibbs Road north to end)	Base Stone with pot holes	420	14	653	147		$ 2,687			144	$ 7,187	2	72	$ 4,224	$ 14,098
12	East Brown Road (starting at Spring Creek Road west to South Zion Road)	Chip/Seal with a few sub grade failures and broken up spots	3600	20	8,000				2400	$ 4,300			2	880	$ 51,714	$ 56,014
13	East Brown Road (starting at South Zion Road then west to the intersection of Ford Lane)	Dirt, Rocky with rough pot holes and narrow spots	9200	18	18,400	4140		$ 75,721			4048	$ 202,400	2	2024	$ 119,950	$ 397,071
14	New Hope Road (starting at Hwy. 112 then east past the S. 56th St. intersection to City Limits)	Asphalt with a few cracks, one bad joint no curb-gutter	3384	20	7,298				2189	$ 4,379			2	803	$ 47,178	$ 51,557
15	Great House Springs Road (starting at Hwy 112 then east to Johnson City limits)	Chip/Seal a little rough with some pot holes at edges of road	2080	20	4,444				1333	$ 2,637			2	488	$ 28,732	$ 31,369
16	Widewood Lane from Wagon Wheel Road north the west to end	Dirt with Class 7 Base	2480	12	3,200	720		$ 13,100			704	$ 36,200	2	352	$ 20,687	$ 69,987
17	Falcon Road (from White Road to 40th Street)	Asphalt Cracking and Rutting	2480	32	8,711		$ 17,422		2613	$ 5,227			2	888	$ 56,315	$ 79,964
18	Davis Avenue	Asphalt Cracking and Rutting	838	20	1,820		$ 3,640		546	$ 1,092			2	200	$ 11,766	$ 16,498
19	Twin Oaks Drive (from Wagon Wheel Road south to the end of the roadway	Asphalt apron off of Wagon Wheel Road then dirt	1121	18	2,011	452					442	$ 22,117	2	221	$ 12,988	$ 35,118
	Totals		45,734		87,321	11,731	$ 21,062	$ 208,282	13,649	$ 27,097	11,471	$ 573,631		10,703	$ 629,026	$ 1,487,007

Unclassified Excavation	$ 10,000
5% Contingency	$ 72,850
Grand Total of Estimated Cost	$ 1,539,857

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF ENGINEERING DESIGN CONTRACTS FOR THREE PROJECTS IN THE 2012 FIRE DEPARTMENT BOND IMPROVEMENT PROGRAM

WHEREAS, the City of Springdale approved a bond measure in August of 2012 to provide 9 million dollars for the purpose of fire department improvements, and

WHEREAS, under this bond measure the City of Springdale is planning fire department improvement projects as listed below, and

WHEREAS, using the procurement procedures required by State Law, the program management team made recommendations and the CIP Committee has selected the architectural/engineering firms for each project as listed below;

Project	Engineering Firm	Design Service Fee
Relocation of Fire Station #2	Engineering Services, Inc.	$72,000
Relocation of Fire Station #3	Engineering Services, Inc.	$92,000
Fire Station #7	Engineering Services, Inc.	$65,000

WHEREAS, in addition to the service fees listed above, allowances are in the contract for reimbursable expenses and additional services should they become necessary and these expenses shall not exceed $15,000 for each contract (does not include geotechnical services which are to be negotiated as separate subcontracts and subject to full reimbursement);

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 engineering design contracts with the above listed engineering firms in amounts not to exceed the maximum fees listed.

PASSED AND APPROVED this _____ day of February, 2013.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest B. Cate, City Attorney

PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF SPRINGDALE, ARKANSAS
and
ENGINEERING SERVICES, INC.
for
2012 MUNICIPAL BOND PROGRAM
for
RELOCATION OF FIRE STATION 2

CITY OF SPRINGDALE PROJECT NO. 12BPF1
ESI WORK ORDER NO. 12951

THIS AGREEMENT, made and entered into this ____ day of January , 2013, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and ENGINEERING SERVICES, INC., hereinafter referred to as the "ENGINEER", party of the second part.

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

Design and construction for the relocation of Springdale Fire Station 2 to a new site.

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

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

ARTICLE I
GENERAL

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

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

1.1-1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification

reasonably necessary to the normal operation of the ENGINEER. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

Sec. 1.2. This AGREEMENT shall be subject to and interpreted under the laws of the State of Arkansas. Should any dispute arise out of or pertaining to the performance of the AGREEMENT, such dispute shall be initiated and decided solely in a Circuit Court located in Washington County, 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 Attn: Springdale Planning and Community Development Department 201 Spring Street Springdale, AR 72764
ENGINEER:	ENGINEERING SERVICES, INC. 1207 South Old Missouri Road Springdale, AR 72764 (Physical Address) P.O. Box 282 Springdale, AR 72765-0282 (Mailing Address)

Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.

Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.

Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a written instrument signed by both parties.

Sec. 1.8. This AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns. Neither the CITY nor the ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.

Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

ARTICLE II
SCOPE OF SERVICES

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

Sec 2.1. The ENGINEER shall consult with CITY to define and clarify CITY's requirements for the PROJECT and available data.

Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment "B".

Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

ARTICLE III
ADDITIONAL SERVICES

Sec. 3.0. Additional Services are those services which may be required by the CITY which are beyond the Scope of Services set forth in Attachment "A" to this AGREEMENT. The ENGINEER shall provide such Additional Services only when properly authorized by the CITY. Such Additional Services shall be negotiated and agreed upon in writing by both PARTIES, and this AGREEMENT must be amended prior to commencement.

Sec. 3.1. Additional Services which may be added to this AGREEMENT are defined in Attachment "C".

Sec 3.2. The ENGINEER shall advise the CITY as to the necessity of CITY providing data or services of the type described in Attachment "C" and assist the CITY in obtaining such data and services.

ARTICLE IV
RELATIONSHIP OF THE PARTIES

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

ARTICLE V
RESPONSIBILITIES OF THE CITY

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

Sec. 5.1. If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.

Sec. 5.2. The CITY shall provide criteria and information as to CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.

Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.

Sec. 5.4. The CITY will assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.

Sec. 5.5. The CITY will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

Sec. 5.6. The CITY shall furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents as may be necessary for completion of the PROJECT. The CITY will pay all fees associated with obtaining permits and approvals.

Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY may require or ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by CONSTRUCTION CONTRACTOR(s), such auditing services as CITY may require to ascertain how or for what purpose any CONSTRUCTION CONTRACTOR(s) has used the monies paid to him under the construction contract, and such inspection services as CITY may require to ascertain that CONTRACTOR(s) is complying with any law, rule or regulation applicable to the performance of the work.

Sec. 5.8. The CITY will obtain the necessary lands, permits, easements and rights-of-way for construction of the PROJECT.

Sec. 5.9. The CITY will pay all plan review and advertising costs in connection with the

PROJECT.

ARTICLE VI
INSURANCE

Sec. 6.0. The ENGINEER shall carry Public Liability Insurance in at least the amounts specified below and shall deliver Certificates of Insurance from carriers acceptable to the CITY specifying satisfaction of such limits prior to commencing work under this AGREEMENT. In addition, the insurer must agree to give the CITY 30 days notice of any modification or cancellation of coverage.

Sec. 6.1. Workmen's Compensation and Employer's Liability

Coverage A - Statutory Requirements
Coverage B - $100,000 Per Occurrence
Coverage C - $100,000/$100,000 Accident and/or Disease
All States Endorsement

Sec. 6.2. Automobile Liability, including Owned, Non-Owned and Hired Car Coverage.

Limits of Liability:

Bodily Injury	$1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
	OR
Single Limit: Bodily Injury Property Damage	$2,000,000 each occurrence

Sec. 6.3. Comprehensive General Liability

Limits of Liability:

Bodily Injury	$1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
	OR
Single Limit: Bodily Injury Property Damage	$2,000,000 each occurrence

a. Completed Operation/Products
b. Contractual Liability for Specified Agreement

c. Personal Injury
d. Medical Malpractice

Sec. 6.4. Excess Liability Umbrella Form

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

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

Sec. 6.5. Professional Liability

Limits of Liability:

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

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

ARTICLE VII
INDEMNIFICATION AND LIABILITY

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

Sec. 7.1. The ENGINEER is not responsible for delay, nor shall ENGINEER be responsible for damages or be in default or deemed to be in default by reason of lockouts, accidents or acts of God, or for the failure of CITY to furnish timely information or to approve or disapprove ENGINEER's work promptly, or delay or faulty performance by CITY, other contractors or governmental agencies, or any other delays beyond the ENGINEER's control.

Sec. 7.2. The ENGINEER shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and building permits.

ARTICLE VIII
COMPENSATION

Sec. 8.0. The CITY agrees to compensate the ENGINEER monthly for all SERVICES provided in accordance with Attachment "D".

Sec. 8.1. The ENGINEER shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. The total amounts set forth in Attachment "D" represent the maximum amounts payable to the ENGINEER for its SERVICES. The CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice. 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. For hourly services included in a maximum fee not to exceed contract or for any hourly additional services, the submittal shall include an itemized breakdown of hours spent per employee engaged in design for the PROJECT and shall clearly identify the phase of work to which said time was applied.

Sec. 8.2. The CITY shall not be obligated to compensate the ENGINEER for SERVICES described herein which exceed the total compensation set forth in this AGREEMENT. If the scope of SERVICES is increased as provided in Article III of the AGREEMENT, the ENGINEER shall not be obligated to perform the additional SERVICES or otherwise incur costs for such additional SERVICES, unless the CITY has notified the ENGINEER in writing that such compensation is increased. The notification shall specify the revised compensation which shall thereupon constitute the new total compensation for performance of SERVICES under this AGREEMENT.

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

ARTICLE IX
USE OF DOCUMENTS

Sec 9.0. All documents including drawings and specifications prepared by ENGINEER

pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.

Sec 9.1. ENGINEER shall, upon request by the CITY, supply electronic design and survey information to the CITY or the CITY's designated representative. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

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

ARTICLE X
OPINIONS OF PROBABLE COST

Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONSTRUCTION CONTRACTOR(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

Sec. 10.1. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for the construction contract amount. If the

actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XI
HAZARDOUS ENVIRONMENTAL CONDITIONS

Sec. 11.0. If a Hazardous Environmental Condition is recognized by the ENGINEER during the course of his normal duties, the ENGINEER shall have the obligation to notify CITY, and, to the extent of applicable laws and regulations, appropriate governmental officials.

Sec. 11.1. It is acknowledged by both parties that the ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. The CITY acknowledges that ENGINEER is not and shall not be required to become a "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the PROJECT in connection with ENGINEER's activities under this AGREEMENT.

ARTICLE XII
TERMINATION

Sec. 12.0 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, if the other party is given:

12.0-1. Not less than 30 calendar days written notice of intent to terminate, delivered by certified mail, return receipt requested, and

12.0-2. An opportunity for consultation and 30 day cure period with the terminating party prior to termination.

Sec. 12.1. This AGREEMENT may be terminated in whole or in part by letter from the CITY for its convenience, if the ENGINEER is given notice as provided by Section 12.0-1.

Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.

Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments

made prior to the termination.

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

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

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

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

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

ARTICLE XIII
PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES

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

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

Sec. 13.2. Underruns of Contract Time on one phase of work may be used to offset overruns in

another phase provided that the total cumulative Contract Time for the 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	ENGINEERING SERVICES, INC.
By: _____	**By:** _____
Honorable Doug Sprouse, Mayor **Title**	Brian Moore, Vice-President **Title**
_____ **Attest**	_____ **Attest**
Denise Pearce, City Clerk **Title**	Tim Mays, Secretary/Treasurer **Title**

ATTACHMENT 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM

RELOCATION OF FIRE STATION 2
CITY OF SPRINGDALE PROJECT NO. 12BPF1
ESI WORK ORDER NO. 12951

1. **Scope of Project**

   a. PROJECT DESCRIPTION: Design and construction for the relocation of Springdale Fire Station 2 to a new site.

   b. Coordinate fire station design with Miller Boskus Lack Architects, P.A., the architectural firm selected by the City of Springdale for the architectural design of the facility.

   c. Design shall include street, storm drainage, water, sanitary sewer, utility, parking lot, and landscaping improvements as necessary to construct a fully functional facility.

   d. If needed, relocation and/or installation of new water and sanitary sewer facilities owned by Springdale Water Utilities are to be included in the design, including any necessary off-site improvements.

   e. Submit project for review and approval by CITY through the Large Scale Development review process.

   f. Coordinate with relevant regulatory agencies (Arkansas Department of Health, FEMA, and others) to resolve any environmental issues and obtain all necessary permits.

   g. Provide related design services including but not limited to assistance with site selection, preparation of boundary, topographic, utility, and as-built surveys, as well as geotechnical investigation and easement acquisition documents.

   h. Provide construction staking and construction observation services.

i. Provide assistance to Architect, City, and Construction Manager with the bid process to include preparation of specifications, plans, exhibits, and bid quantities to be included in the bid documents.

j. Attend monthly municipal bond program meetings.

2. **Basic Services**

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

3. **Topographic Surveys**

a. Establish survey control with a suitable number of monuments based on the characteristics of the project site. Survey control shall be established on the Arkansas State Plane Coordinate System (NAD 83).

b. Locate all structures, streets, driveways, storm drains, trees larger than 12 inches in diameter, and other features on subject property or within 75 feet of property boundary, and any additional areas, features, or structures necessary to complete project design.

c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).

d. Set temporary bench marks on site.

e. All surveys shall be performed to a minimum of third order accuracy.

4. **Right-of-Way Surveys**

a. CITY will provide ownership information for properties adjacent to subject property including recorded plats, legal descriptions for unplatted tracts and easements and right of way information.

b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.

c. Reference existing monuments for replacement after construction.

d. Stake proposed right-of-way and easements at intervals which will provide intervisible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at intervisible points. A full restaking of right-of-way and easements may be completed for acquisition and/or construction purposes.

e. As necessary, provide a property record search.

5. **Utility Surveys and Coordination**

a. Request location and size of existing overhead and underground utilities from the utility companies.

b. Field locate known, marked and/or observable utilities within the project area. Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods. Excavation and exposure of the utility facilities will be provided by the owner of the utility.

c. Using utility field survey data, show existing utilities on plans.

d. Submit a half-size copy of the plans at each plan development phase. Attend meetings as necessary with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. ENGINEER will arrange all meetings with utility companies.

e. Review utility adjustment plans and costs with CITY to determine most feasible combination of construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY to accommodate utility relocations, including identification of utility easements on plans.

6. **Boundary Survey**

Prepare a boundary survey of the property showing existing property boundary, legal description, easements, street rights-of-way, and existing features, consistent with the Arkansas minimum standards for land surveying and suitable for recording in the records of the County Circuit Clerk.

7. **As-Built Survey**

Prepare an as-built survey of the subject property showing the location of improvements following construction including, but not limited to streets, storm drainage, utilities, buildings, and fencing.

8. **Geotechnical Investigations**

a. Perform geotechnical investigations in accordance with AASHTO, AHTD, and CITY criteria.

b. Perform sampling of subgrade soils by boring and excavation of test pits. Boring

or test pits shall be provided at planned locations of structures. A test pit shall be completed for every 4 borings taken. Provide a boring and test pit plan for approval before beginning work.

c. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform CITY of suspected hazardous substances encountered.

d. After establishment of final grading plan, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade (for interior streets and parking lots) assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, stabilization with admixtures and/or utilization of geotextile/geogrid materials, utilization of permanent underdrains, and/or other construction methods or materials to achieve a stable subgrade under all proposed structures which require subgrade to meet specific criteria.

e. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

9. Conceptual Design Phase

Services provided during the conceptual design phase shall consist of assisting the City in the evaluation of potential sites to determine a suitable location for the fire station. Information to be provided for potential sites as part of the preliminary site investigation process shall include, but not be limited to the following:

a. Existing elevation data represented by two foot elevation contours.

b. Aerial photograph of the potential site and approximate property boundaries.

c. Size and approximate location of existing water and sanitary sewer infrastructure to serve the proposed site.

d. Ilustration of a potential fire station layout on the site.

e. Presence of any special flood hazard areas affecting the potential site as shown on the appropriate FEMA Flood Rate Insurance Map for the project area.

f. Preliminary drainage investigation to determine approximate scope of required drainage improvements.

g. Estimate of probable costs to construct the facility on the site, including off-site street, storm drainage, water, and sanitary sewer improvements, if necessary.

h. Review costs provided by Construction Manager for completion of the proposed improvements.

i. Any additional information discovered by the engineer during investigation of the site which may materially impact the suitability of the site for the proposed facility.

10. Preliminary Design Phase

a. Once a site has been selected, prepare a preliminary design for the proposed facility. Prepare drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 60 feet or larger and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:

i. Provide preliminary site layout and grading plan with locations of proposed buildings, driveways, parking lots, and landscaping.

ii. Perform drainage design calculations and show all existing and proposed drainage facilities on the plans. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be furnished showing sub areas for each inlet. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50, and 100 year design storms.

iii. Identify water and sewer facilities requiring relocation. Meet with Springdale Water Utilities to develop project approach for water and sewer designs.

iv. Provide list of Engineer-developed details to be incorporated into plans.

v. Draft preliminary notes on plans to fully describe the construction work to be performed.

vi. Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing.

vii. Prepare preliminary storm water and erosion control plans.

viii. Prepare draft copy of special provisions (special conditions) to the

construction specifications.

ix. Prepare cost estimates for preliminary design.

x. Provide design report including calculations and support data.

b. Attend monthly design progress meetings with CITY.

c. Provide written response to design review comments provided by CITY.

11. Easement Document Preparation

a. Easement document preparation should not begin before review and approval of the preliminary plans.

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

c. Easement document shall include title, parcel number, CITY project number, tract number (if applicable), property description, description of easement, and whatever else necessary for a legal easement.

d. Easement drawing shall include the entire applicable property, easement(s), bearings and distances, scale and north arrow. Scale shall be such as to provide a legible, easily discernable drawing.

e. The CITY shall make all contact with the individual property owners for the actual acquisition of easement and its execution thereof.

f. Both one hard-copy, and one electronic copy of the drawing and description shall be provided. Electronic drawing shall be provided in AutoCAD format. At the discretion of the CITY a .pdf drawing may be requested.

12. Final Design Phase

a. Final Design Phase shall include submitting the project to the CITY for review and approval through the Large Scale Development review process, consisting of initial submission of project, attendance at the Technical Plat Review meeting, revisions to the plans to address all Technical Plat Review comments, attendance at Planning Commission meeting at which Large Scale Development shall be reviewed, and compliance with all other aspects of the Large Scale Development process in order to produce final, approved construction drawings, which shall include final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, and other items. Construction plans shall be at a scale

of 1" = 60' or larger.

b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks, pavement markings, water improvements, and sanitary sewer improvements, utilizing the CITY format and standard detail drawings where applicable.

b. Provide specifications for construction bid items which shall be incorporated into the bid documents prepared by the ARCHITECT.

c. Prepare final special provisions (special conditions) to the construction contract for items not included in the CITY Standard Construction Specifications, including building demolition.

d. Calculate construction quantities in accordance with the CITY standard construction specifications and format and submit copy of calculations.

e. Provide construction bid proposal form in accordance with CITY format.

f. Recommend construction contract time.

g. Prepare complete construction specifications using City standard documents as available.

h. Prepare opinions of probable costs.

i. Prepare design report to include complete calculations and data.

j. Attend monthly design progress meeting with CITY.

k. Prepare written response to design review comments provided by CITY.

l. Prepare a Storm Water Pollution Prevention Plan (SWPPP). According to ADEQ requirements, complete SWPPP application, for submittal, either, by the City to ADEQ, or for small acreage, permitting by the City. Plan details shall provide Contractor with necessary details to maintain a SWPPP.

13. <u>Bid/Award Phase</u>

During the bidding phase of the project, the Engineer shall coordinate with the Architect and Construction Manager to dispense construction contract documents compiled by the Engineer and Architect to prospective bidders (at the approximate cost of reproduction and handling). Engineer shall support the contract documents by preparing addenda as appropriate and clarifying documents as necessary for Construction Manager to obtain services of sub-

contractors.

14. **Construction Phase Services**

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

a. Attend preconstruction meeting.

b. Perform construction layout surveys consisting of the establishment of baselines for locating the work, with a suitable number of benchmarks and control points for site references as shown in the plans and specifications.

c. Furnish professional engineers to make visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, the Engineer will endeavor to protect the City against defects and deficiencies in the work of the contractor. But the Engineer cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.

d. Furnish a Construction Observer to assist the Engineer in observing the progress and quality of the Work. Through the Construction Observer's observations of the Contractor's work in Progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for City against defects and deficiencies in the work. Duties and responsibilities of the Construction Observer shall consist of the following:

(1) While not required to be at project site during all construction activities, Construction Observer will be present during the majority of construction activities. Construction Observer will be present to observe all significant events, such as all testing and inspections, installation of key infrastructure components, excavations and boring activities, start-up operations of proposed facilities, and other technically demanding activities.

(2) Construction Observer shall be responsible for observing and recording the activities of the Contractor, but shall not supervise, direct, or have control over Contractor's work, nor have control or responsibility over the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the project site, for safety precautions or programs incident to Contractor's work in progress, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performance. The Engineer, through provision of the Construction Observer, neither guarantee the performances of the Contractor nor assumes the

responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

(3) In general, Construction Observer shall act as the representative of the Engineer at the Project Site, and shall act as directed by and under the supervision of the Engineer. Construction Observer shall in general coordinate with Engineer and Contractor regarding Contractor's performance, and shall only deal with Sub-Contractors through or with full prior knowledge and approval of Contractor. Construction Observer in general shall only communicate with City with prior knowledge of or at the direction of the Engineer. Construction Observer is an agent of the Engineer, and shall not be subject to instructions or direction from City or Contractor.

(4) Review the progress schedule, schedule of Shop Drawing submittals, and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

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

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

(7) Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report such suggestions along with Construction Observer's recommendations to Engineer. Transmit in writing to the Contractor the decision of the Engineer. Modifications to the documents should also be approved by the City.

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

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

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

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

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

(13) Construction Observer shall <u>not</u>:

- Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- Exceed limitations of Engineer's authority as set forth in this Agreement.
- Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- Accept shop drawing or sample submittals from anyone other than Contractor.
- Authorize Owner to occupy the Project in whole or in part.

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

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

g. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the Engineer on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.

h. Maintain a set of working drawings and prepare and furnish record drawings.

i. When authorized by the City, prepare change orders for changes in the work from that originally provided for in the construction contract documents.

j. Attend, along with the City's representatives, a final inspection of the project, and prepare a deficiency list to be submitted to the contractor.

k. Prepare a final Reconciliation Change Order and final pay estimate.

l. Provide construction staking to assist Contractor install proposed improvements, including horizontal and vertical control, as well as location of proposed water, sewer, street, storm drainage, and parking lot improvements, and additional elements as necessary to successfully complete construct the proposed improvements.

m. Provide geotechnical services during construction for verification that construction is in compliance with minimum specifications for density and compaction, as well as other City requirements.

15. <u>Project Deliverables</u>

Engineer shall provide copies of the following documents, as needed by the City:

a. Geotechnical Report.

b. Hydraulic modeling calculations and drainage design.

c. Concept Plans and cost estimates.

d. Preliminary Plans, design report, cost estimates and other supporting documents.

e. Applicable sheets of the Concept, Preliminary, and Final Plans to each potentially affected utility company.

f. Final Plans, Specifications, design report, cost estimates and other supporting documents.

g. Revised Final Plans and Specifications (Bid Set), design report, cost estimates and other supporting documents.

h. Full size and half-size copies of the Construction Plans.

i. Executed contract and construction specifications, including addenda.

j. Final Plans and Specifications to the Contractor.

k. Easement plans and acquisition documents.

l. Approved shop drawings and submittals from the Contractor.

m. Hard copy set of Record Drawings.

n. Electronic files as requested.

16. General

a. All street construction, if required, shall follow the guidelines described in the City of Springdale Street Design Standards.

b. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. Engineer shall provide preliminary and final plans on computer disk in a format compatible with the current AutoCAD release used by the City of Springdale.

c. Record drawings shall be provided on computer disk in AutoCAD format in addition to the reproducible drawings.

d. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.

e. Attend monthly municipal bond program meeting with all bond program stakeholders.

f. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER in accordance with the schedule in Attachment "B".

g. The ENGINEER should anticipate a 21 calendar day review period by the CITY between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.

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

i. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

ATTACHMENT "B"

SCHEDULE

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM

RELOCATION OF FIRE STATION 2
CITY OF SPRINGDALE PROJECT NO. 12BPF1
ESI WORK ORDER NO. 12951

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:

▪ Conceptual Design	Duration as required for City to select suitable site for facility.
▪ Surveys – Topo and Utility	60 calendar days from Site Selection
▪ Geotechnical Investigation (By Others)	60 calendar days from Site Selection
▪ Preliminary Design	150 calendar days from Site Selection
▪ Final Design	60 calendar days after approval of Preliminary Design

*NOTE: Work required under this contract is highly dependent on work received from the Architect, Construction Manager and the City. Time allotment may need to be adjusted on an agreed upon basis if delays occur.

ATTACHMENT "C"

ADDITIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM

RELOCATION OF FIRE STATION 2
CITY OF SPRINGDALE PROJECT NO. 12BPF1
ESI WORK ORDER NO. 12951

In accordance with Article III, Additional Services under this AGREEMENT may include, but are not limited to the following:

- Services during out-of-town travel required of ENGINEER, other than visits to the site or CITY's office as required by the AGREEMENT, or off-site visits not required for the work as described in Attachment "A".
- Providing materials testing services.
- Preparing to serve or serving as a consultant or witness for CITY in any litigation or other legal or administrative proceeding involving the PROJECT, unless the litigation or other proceeding is one for which ENGINEER is required to indemnify CITY under this AGREEMENT.
- Assisting in claims mitigation, claims management and claims adjudication.
- Providing additional or extended construction phase services made necessary by (a) work damaged by fire or other cause during construction, (b) a significant amount of defective or neglected work of any CONSTRUCTION CONTRACTOR(s), (c) acceleration of the progress schedule involving services beyond normal working hours, (d) default by any CONSTRUCTION CONTRACTOR(s), and (e) failure of the CONSTRUCTION CONTRACTOR(s) to complete the work within the construction contract time.
- Preparing applications and supporting documents in addition to those provided for in Attachment "A" for private or governmental grants, loans, or advances in connection with the PROJECT
- Providing services resulting from changes that are significant changes in the general scope, extent or character of the PROJECT or its design, including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing.
- Revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.
- Providing services resulting from the award of additional prime contracts for construction of the PROJECT.
- Preparing additional bidding documents or contract documents for alternate bids or prices requested by CITY for the construction of the PROJECT or a portion thereof.
- Providing assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

- Providing assistance in resolving any Hazardous Environmental Condition in compliance with current laws and regulations.
- Providing re-design for the CITY's convenience or due to changed conditions after previous approval.
- Providing design of any utilities relocation other than specifically provided for Attachment "A".
- Providing property record research.
- Providing environmental surveys, permitting support, and/or major drainage studies.
- Preparing CLOMR/LOMR documents

ATTACHMENT "D"

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM

RELOCATION OF FIRE STATION 2
CITY OF SPRINGDALE PROJECT NO. 12BPF1
ESI WORK ORDER NO. 12951

- CITY shall pay ENGINEER for Basic Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the attached Exhibit "1", plus $15,000 for Geotechnical Investigation and Testing, plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. ENGINEER's Hourly Rates as shown on the attached Exhibit "1" shall be adjusted annually each January 1. For ENGINEER's Consultant charges, the CITY shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.

- Basic Services: Payment by CITY based on ENGINEER's Hourly Rates shall approximate the following payment categories (*See note below). Payment for a specific phase shall not exceed the scheduled amount prior to completion of that phase. Underruns in one phase may be used to offset overruns in another phase as long as the contract amount is not exceeded.

Conceptual Design Phase	$ 2,500.00
Boundary, Topographic, Utility, & As-Built Surveys	$ 12,000.00
Preliminary Design Phase	$ 15,000.00
Right of Way and Easement Document Preparation	$ 2,500.00
Final Design Phase/LSD Process	$ 14,000.00
Bid/Award Phase	$ 3,000.00
Professional Construction Services, Including Construction Observation, Meeting Attendance, & Engineering Services	$ 14,000.00
Construction Staking	$ 9,000.00
SUB-TOTAL Basic Services	$ 72,000.00
Geotechnical Investigation & Testing	$ 12,500.00

*Note, the above prices are based on locating the project on a site situated along Don Tyson Parkway near the Tyson Foods, Inc. headquarters building. Selection of a different site may impact the amounts provided above.

- Additional Services: Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by CITY prior to rendering of same. CITY shall pay ENGINEER for Additional Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the Attached Exhibit "1", plus approved Reimbursable Expenses and ENGINEER'S Consultant charges, if any. For ENGINEER's Consultant charges, the CITY shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.

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

  SUB-TOTAL Additional Services Allowance $ 10,000.00

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

  SUB-TOTAL Reimbursable Expenses $ 5,000.00

- The maximum payment to the ENGINEER for Additional Services and Reimbursable Expenses under this Agreement shall not exceed $ 15,000.00 .

- The maximum payment to the ENGINEER under this Agreement shall not exceed the sum total of Basic Services, plus $15,000 for Geotechnical Investigation and Testing, Plus $15,000 for Additional Services and Reimbursable Expenses.

- ENGINEER shall submit invoices monthly for services rendered and expenses borne. The invoice will be itemized by payment categories including hours worked for each class of ENGINEER's employees multiplied by the hourly rates as shown in Exhibit 1. If requested, the invoices shall be accompanied by a copy of the timesheets for all ENGINEER's personnel working on the project.

- The Hourly Rates used as a basis for payment 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 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

ENGINEER'S HOURLY RATES

CLASSIFICATION	RATE / HOUR
Engineer (Principal)	$ 225.00
Engineer (Project)	$ 150.00
Engineer (Design)	$ 130.00
Surveyor (PLS)	$ 130.00
Technician / Draftsman	$ 68.00
Clerical	$ 46.00
Survey Crew (Two-Man Crew)	$ 175.00
Survey Crew (Three-Man Crew)	$ 225.00

PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF SPRINGDALE, ARKANSAS
and
ENGINEERING SERVICES, INC.
for
2012 MUNICIPAL BOND PROGRAM
for
RELOCATION OF FIRE STATION 3

CITY OF SPRINGDALE PROJECT NO. 12BPF2
ESI WORK ORDER NO. 12950

THIS AGREEMENT, made and entered into this ____ day of January , 2013, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and ENGINEERING SERVICES, INC., hereinafter referred to as the "ENGINEER", party of the second part.

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

Design and construction for the relocation of Springdale Fire Station 3 to a new site.

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

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

ARTICLE I
GENERAL

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

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

1.1-1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The

ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

Sec. 1.2. This AGREEMENT shall be subject to and interpreted under the laws of the State of Arkansas. Should any dispute arise out of or pertaining to the performance of the AGREEMENT, such dispute shall be initiated and decided solely in a Circuit Court located in Washington County, 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 Attn: Springdale Planning and Community Development Department 201 Spring Street Springdale, AR 72764
ENGINEER:	ENGINEERING SERVICES, INC. 1207 South Old Missouri Road Springdale, AR 72764 (Physical Address) P.O. Box 282 Springdale, AR 72765-0282 (Mailing Address)

Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.

Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.

Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a written instrument signed by both parties.

Sec. 1.8. This AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns. Neither the CITY nor the ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.

Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

ARTICLE II
SCOPE OF SERVICES

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

Sec 2.1. The ENGINEER shall consult with CITY to define and clarify CITY's requirements for the PROJECT and available data.

Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment "B".

Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

ARTICLE III
ADDITIONAL SERVICES

Sec. 3.0. Additional Services are those services which may be required by the CITY which are beyond the Scope of Services set forth in Attachment "A" to this AGREEMENT. The ENGINEER shall provide such Additional Services only when properly authorized by the CITY. Such Additional Services shall be negotiated and agreed upon in writing by both PARTIES, and this AGREEMENT must be amended prior to commencement.

Sec. 3.1. Additional Services which may be added to this AGREEMENT are defined in Attachment "C".

Sec 3.2. The ENGINEER shall advise the CITY as to the necessity of CITY providing data or services of the type described in Attachment "C" and assist the CITY in obtaining such data and services.

ARTICLE IV
RELATIONSHIP OF THE PARTIES

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

ARTICLE V
RESPONSIBILITIES OF THE CITY

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

Sec. 5.1. If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.

Sec. 5.2. The CITY shall provide criteria and information as to CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.

Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.

Sec. 5.4. The CITY will assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.

Sec. 5.5. The CITY will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

Sec. 5.6. The CITY shall furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents as may be necessary for completion of the PROJECT. The CITY will pay all fees associated with obtaining permits and approvals.

Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY may require or ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by CONSTRUCTION CONTRACTOR(s), such auditing services as CITY may require to ascertain how or for what purpose any CONSTRUCTION CONTRACTOR(s) has used the monies paid to him under the construction contract, and such inspection services as CITY may require to ascertain that CONTRACTOR(s) is complying with any law, rule or regulation applicable to the performance of the work.

Sec. 5.8. The CITY will obtain the necessary lands, permits, easements and rights-of-way for construction of the PROJECT.

Sec. 5.9. The CITY will pay all plan review and advertising costs in connection with the

PROJECT.

ARTICLE VI
INSURANCE

Sec. 6.0. The ENGINEER shall carry Public Liability Insurance in at least the amounts specified below and shall deliver Certificates of Insurance from carriers acceptable to the CITY specifying satisfaction of such limits prior to commencing work under this AGREEMENT. In addition, the insurer must agree to give the CITY 30 days notice of any modification or cancellation of coverage.

Sec. 6.1. Workmen's Compensation and Employer's Liability

Coverage A - Statutory Requirements
Coverage B - $100,000 Per Occurrence
Coverage C - $100,000/$100,000 Accident and/or Disease
All States Endorsement

Sec. 6.2. Automobile Liability, including Owned, Non-Owned and Hired Car Coverage.

Limits of Liability:

Bodily Injury	$1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
	OR
Single Limit: Bodily Injury Property Damage	$2,000,000 each occurrence

Sec. 6.3. Comprehensive General Liability

Limits of Liability:

Bodily Injury	$1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
	OR
Single Limit: Bodily Injury Property Damage	$2,000,000 each occurrence

a. Completed Operation/Products
b. Contractual Liability for Specified Agreement

c. Personal Injury
d. Medical Malpractice

Sec. 6.4. Excess Liability Umbrella Form

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

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

Sec. 6.5. Professional Liability

Limits of Liability:

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

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

ARTICLE VII
INDEMNIFICATION AND LIABILITY

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

Sec. 7.1. The ENGINEER is not responsible for delay, nor shall ENGINEER be responsible for damages or be in default or deemed to be in default by reason of lockouts, accidents or acts of God, or for the failure of CITY to furnish timely information or to approve or disapprove ENGINEER's work promptly, or delay or faulty performance by CITY, other contractors or governmental agencies, or any other delays beyond the ENGINEER's control.

Sec. 7.2. The ENGINEER shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and building permits.

ARTICLE VIII
COMPENSATION

Sec. 8.0. The CITY agrees to compensate the ENGINEER monthly for all SERVICES provided in accordance with Attachment "D".

Sec. 8.1. The ENGINEER shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. The total amounts set forth in Attachment "D" represent the maximum amounts payable to the ENGINEER for its SERVICES. The CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice. 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. For hourly services included in a maximum fee not to exceed contract or for any hourly additional services, the submittal shall include an itemized breakdown of hours spent per employee engaged in design for the PROJECT and shall clearly identify the phase of work to which said time was applied.

Sec. 8.2. The CITY shall not be obligated to compensate the ENGINEER for SERVICES described herein which exceed the total compensation set forth in this AGREEMENT. If the scope of SERVICES is increased as provided in Article III of the AGREEMENT, the ENGINEER shall not be obligated to perform the additional SERVICES or otherwise incur costs for such additional SERVICES, unless the CITY has notified the ENGINEER in writing that such compensation is increased. The notification shall specify the revised compensation which shall thereupon constitute the new total compensation for performance of SERVICES under this AGREEMENT.

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

ARTICLE IX
USE OF DOCUMENTS

Sec 9.0. All documents including drawings and specifications prepared by ENGINEER

pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.

Sec 9.1. ENGINEER shall, upon request by the CITY, supply electronic design and survey information to the CITY or the CITY's designated representative. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

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

ARTICLE X
OPINIONS OF PROBABLE COST

Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONSTRUCTION CONTRACTOR(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

Sec. 10.1. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for the construction contract amount. If the

actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XI
HAZARDOUS ENVIRONMENTAL CONDITIONS

Sec. 11.0. If a Hazardous Environmental Condition is recognized by the ENGINEER during the course of his normal duties, the ENGINEER shall have the obligation to notify CITY, and, to the extent of applicable laws and regulations, appropriate governmental officials.

Sec. 11.1. It is acknowledged by both parties that the ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. The CITY acknowledges that ENGINEER is not and shall not be required to become a "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the PROJECT in connection with ENGINEER's activities under this AGREEMENT.

ARTICLE XII
TERMINATION

Sec. 12.0 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, if the other party is given:

12.0-1. Not less than 30 calendar days written notice of intent to terminate, delivered by certified mail, return receipt requested, and

12.0-2. An opportunity for consultation and 30 day cure period with the terminating party prior to termination.

Sec. 12.1. This AGREEMENT may be terminated in whole or in part by letter from the CITY for its convenience, if the ENGINEER is given notice as provided by Section 12.0-1.

Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.

Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments

made prior to the termination.

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

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

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

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

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

ARTICLE XIII
PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES

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

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

Sec. 13.2. Underruns of Contract Time on one phase of work may be used to offset overruns in

another phase provided that the total cumulative Contract Time for the 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	ENGINEERING SERVICES, INC.
By: _____	By: _____
Honorable Doug Sprouse, Mayor **Title**	Brian Moore, Vice-President **Title**
_____ **Attest**	_____ **Attest**
Denise Pearce, City Clerk **Title**	Tim Mays, Secretary/Treasurer **Title**

ATTACHMENT 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM

RELOCATION OF FIRE STATION 3
CITY OF SPRINGDALE PROJECT NO. 12BPF2
ESI WORK ORDER NO. 12950

1. **Scope of Project**

   a. PROJECT DESCRIPTION: Design and construction for the relocation of Springdale Fire Station 3 to a new site.

   b. Coordinate fire station design with Miller Boskus Lack Architects, P.A., the architectural firm selected by the City of Springdale for the architectural design of the facility.

   c. Design shall include street, storm drainage, water, sanitary sewer, utility, parking lot, and landscaping improvements as necessary to construct a fully functional facility.

   d. If needed, relocation and/or installation of new water and sanitary sewer facilities owned by Springdale Water Utilities are to be included in the design, including any necessary off-site improvements.

   e. Submit project for review and approval by CITY through the Large Scale Development review process.

   f. Coordinate with relevant regulatory agencies (Arkansas Department of Health, FEMA, and others) to resolve any environmental issues and obtain all necessary permits.

   g. Provide related design services including but not limited to assistance with site selection, preparation of boundary, topographic, utility, and as-built surveys, as well as geotechnical investigation and easement acquisition documents.

   h. Provide construction staking and construction observation services.

i. Provide assistance to Architect, City, and Construction Manager with the bid process to include preparation of specifications, plans, exhibits, and bid quantities to be included in the bid documents.

j. Attend monthly municipal bond program meetings.

2. **Basic Services**

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

3. **Topographic Surveys**

a. Establish survey control with a suitable number of monuments based on the characteristics of the project site. Survey control shall be established on the Arkansas State Plane Coordinate System (NAD 83).

b. Locate all structures, streets, driveways, storm drains, trees larger than 12 inches in diameter, and other features on subject property or within 75 feet of property boundary, and any additional areas, features, or structures necessary to complete project design.

c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).

d. Set temporary bench marks on site.

e. All surveys shall be performed to a minimum of third order accuracy.

4. **Right-of-Way Surveys**

a. CITY will provide ownership information for properties adjacent to subject property including recorded plats, legal descriptions for unplatted tracts and easements and right of way information.

b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.

c. Reference existing monuments for replacement after construction.

d. Stake proposed right-of-way and easements at intervals which will provide intervisible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at intervisible points. A full restaking of right-of-way and easements may be completed for acquisition and/or construction purposes.

e. As necessary, provide a property record search.

5. **Utility Surveys and Coordination**

a. Request location and size of existing overhead and underground utilities from the utility companies.

b. Field locate known, marked and/or observable utilities within the project area. Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods. Excavation and exposure of the utility facilities will be provided by the owner of the utility.

c. Using utility field survey data, show existing utilities on plans.

d. Submit a half-size copy of the plans at each plan development phase. Attend meetings as necessary with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. ENGINEER will arrange all meetings with utility companies.

e. Review utility adjustment plans and costs with CITY to determine most feasible combination of construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY to accommodate utility relocations, including identification of utility easements on plans.

6. **Boundary Survey**

Prepare a boundary survey of the property showing existing property boundary, legal description, easements, street rights-of-way, and existing features, consistent with the Arkansas minimum standards for land surveying and suitable for recording in the records of the County Circuit Clerk.

7. **As-Built Survey**

Prepare an as-built survey of the subject property showing the location of improvements following construction including, but not limited to streets, storm drainage, utilities, buildings, and fencing.

8. **Geotechnical Investigations**

a. Perform geotechnical investigations in accordance with AASHTO, AHTD, and CITY criteria.

b. Perform sampling of subgrade soils by boring and excavation of test pits. Boring

or test pits shall be provided at planned locations of structures. A test pit shall be completed for every 4 borings taken. Provide a boring and test pit plan for approval before beginning work.

c. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform CITY of suspected hazardous substances encountered.

d. After establishment of final grading plan, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade (for interior streets and parking lots) assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, stabilization with admixtures and/or utilization of geotextile/geogrid materials, utilization of permanent underdrains, and/or other construction methods or materials to achieve a stable subgrade under all proposed structures which require subgrade to meet specific criteria.

e. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

9. **Conceptual Design Phase**

Services provided during the conceptual design phase shall consist of assisting the City in the evaluation of potential sites to determine a suitable location for the fire station. Information to be provided for potential sites as part of the preliminary site investigation process shall include, but not be limited to the following:

a. Existing elevation data represented by two foot elevation contours.

b. Aerial photograph of the potential site and approximate property boundaries.

c. Size and approximate location of existing water and sanitary sewer infrastructure to serve the proposed site.

d. Ilustration of a potential fire station layout on the site.

e. Presence of any special flood hazard areas affecting the potential site as shown on the appropriate FEMA Flood Rate Insurance Map for the project area.

f. Preliminary drainage investigation to determine approximate scope of required drainage improvements.

g. Estimate of probable costs to construct the facility on the site, including off-site street, storm drainage, water, and sanitary sewer improvements, if necessary.

h. Review costs provided by Construction Manager for completion of the proposed improvements.

i. Any additional information discovered by the engineer during investigation of the site which may materially impact the suitability of the site for the proposed facility.

10. Preliminary Design Phase

a. Once a site has been selected, prepare a preliminary design for the proposed facility. Prepare drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 60 feet or larger and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:

i. Provide preliminary site layout and grading plan with locations of proposed buildings, driveways, parking lots, and landscaping.

ii. Perform drainage design calculations and show all existing and proposed drainage facilities on the plans. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be furnished showing sub areas for each inlet. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50, and 100 year design storms.

iii. Identify water and sewer facilities requiring relocation. Meet with Springdale Water Utilities to develop project approach for water and sewer designs.

iv. Provide list of Engineer-developed details to be incorporated into plans.

v. Draft preliminary notes on plans to fully describe the construction work to be performed.

vi. Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing.

vii. Prepare preliminary storm water and erosion control plans.

viii. Prepare draft copy of special provisions (special conditions) to the

construction specifications.

ix. Prepare cost estimates for preliminary design.

x. Provide design report including calculations and support data.

b. Attend monthly design progress meetings with CITY.

c. Provide written response to design review comments provided by CITY.

11. Easement Document Preparation

a. Easement document preparation should not begin before review and approval of the preliminary plans.

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

c. Easement document shall include title, parcel number, CITY project number, tract number (if applicable), property description, description of easement, and whatever else necessary for a legal easement.

d. Easement drawing shall include the entire applicable property, easement(s), bearings and distances, scale and north arrow. Scale shall be such as to provide a legible, easily discernable drawing.

e. The CITY shall make all contact with the individual property owners for the actual acquisition of easement and its execution thereof.

f. Both one hard-copy, and one electronic copy of the drawing and description shall be provided. Electronic drawing shall be provided in AutoCAD format. At the discretion of the CITY a .pdf drawing may be requested.

12. Final Design Phase

a. Final Design Phase shall include submitting the project to the CITY for review and approval through the Large Scale Development review process, consisting of initial submission of project, attendance at the Technical Plat Review meeting, revisions to the plans to address all Technical Plat Review comments, attendance at Planning Commission meeting at which Large Scale Development shall be reviewed, and compliance with all other aspects of the Large Scale Development process in order to produce final, approved construction drawings, which shall include final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, and other items. Construction plans shall be at a scale

of 1" = 60' or larger.

b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks, pavement markings, water improvements, and sanitary sewer improvements, utilizing the CITY format and standard detail drawings where applicable.

b. Provide specifications for construction bid items which shall be incorporated into the bid documents prepared by the ARCHITECT.

c. Prepare final special provisions (special conditions) to the construction contract for items not included in the CITY Standard Construction Specifications, including building demolition.

d. Calculate construction quantities in accordance with the CITY standard construction specifications and format and submit copy of calculations.

e. Provide construction bid proposal form in accordance with CITY format.

f. Recommend construction contract time.

g. Prepare complete construction specifications using City standard documents as available.

h. Prepare opinions of probable costs.

i. Prepare design report to include complete calculations and data.

j. Attend monthly design progress meeting with CITY.

k. Prepare written response to design review comments provided by CITY.

l. Prepare a Storm Water Pollution Prevention Plan (SWPPP). According to ADEQ requirements, complete SWPPP application, for submittal, either, by the City to ADEQ, or for small acreage, permitting by the City. Plan details shall provide Contractor with necessary details to maintain a SWPPP.

13. <u>Bid/Award Phase</u>

During the bidding phase of the project, the Engineer shall coordinate with the Architect and Construction Manager to dispense construction contract documents compiled by the Engineer and Architect to prospective bidders (at the approximate cost of reproduction and handling). Engineer shall support the contract documents by preparing addenda as appropriate and clarifying documents as necessary for Construction Manager to obtain services of sub-

contractors.

14. **Construction Phase Services**

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

a. Attend preconstruction meeting.

b. Perform construction layout surveys consisting of the establishment of baselines for locating the work, with a suitable number of benchmarks and control points for site references as shown in the plans and specifications.

c. Furnish professional engineers to make visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, the Engineer will endeavor to protect the City against defects and deficiencies in the work of the contractor. But the Engineer cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.

d. Furnish a Construction Observer to assist the Engineer in observing the progress and quality of the Work. Through the Construction Observer's observations of the Contractor's work in Progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for City against defects and deficiencies in the work. Duties and responsibilities of the Construction Observer shall consist of the following:

(1) While not required to be at project site during all construction activities, Construction Observer will be present during the majority of construction activities. Construction Observer will be present to observe all significant events, such as all testing and inspections, installation of key infrastructure components, excavations and boring activities, start-up operations of proposed facilities, and other technically demanding activities.

(2) Construction Observer shall be responsible for observing and recording the activities of the Contractor, but shall not supervise, direct, or have control over Contractor's work, nor have control or responsibility over the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the project site, for safety precautions or programs incident to Contractor's work in progress, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performance. The Engineer, through provision of the Construction Observer, neither guarantee the performances of the Contractor nor assumes the

responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

(3) In general, Construction Observer shall act as the representative of the Engineer at the Project Site, and shall act as directed by and under the supervision of the Engineer. Construction Observer shall in general coordinate with Engineer and Contractor regarding Contractor's performance, and shall only deal with Sub-Contractors through or with full prior knowledge and approval of Contractor. Construction Observer in general shall only communicate with City with prior knowledge of or at the direction of the Engineer. Construction Observer is an agent of the Engineer, and shall not be subject to instructions or direction from City or Contractor.

(4) Review the progress schedule, schedule of Shop Drawing submittals, and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

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

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

(7) Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report such suggestions along with Construction Observer's recommendations to Engineer. Transmit in writing to the Contractor the decision of the Engineer. Modifications to the documents should also be approved by the City.

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

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

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

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

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

(13) Construction Observer shall <u>not</u>:

- Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- Exceed limitations of Engineer's authority as set forth in this Agreement.
- Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- Accept shop drawing or sample submittals from anyone other than Contractor.
- Authorize Owner to occupy the Project in whole or in part.

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

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

g. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the Engineer on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.

h. Maintain a set of working drawings and prepare and furnish record drawings.

i. When authorized by the City, prepare change orders for changes in the work from that originally provided for in the construction contract documents.

j. Attend, along with the City's representatives, a final inspection of the project, and prepare a deficiency list to be submitted to the contractor.

k. Prepare a final Reconciliation Change Order and final pay estimate.

l. Provide construction staking to assist Contractor install proposed improvements, including horizontal and vertical control, as well as location of proposed water, sewer, street, storm drainage, and parking lot improvements, and additional elements as necessary to successfully complete construct the proposed improvements.

m. Provide geotechnical services during construction for verification that construction is in compliance with minimum specifications for density and compaction, as well as other City requirements.

15. Project Deliverables

Engineer shall provide copies of the following documents, as needed by the City:

a. Geotechnical Report.

b. Hydraulic modeling calculations and drainage design.

c. Concept Plans and cost estimates.

d. Preliminary Plans, design report, cost estimates and other supporting documents.

e. Applicable sheets of the Concept, Preliminary, and Final Plans to each potentially affected utility company.

f. Final Plans, Specifications, design report, cost estimates and other supporting documents.

g. Revised Final Plans and Specifications (Bid Set), design report, cost estimates and other supporting documents.

h. Full size and half-size copies of the Construction Plans.

i. Executed contract and construction specifications, including addenda.

j. Final Plans and Specifications to the Contractor.

k. Easement plans and acquisition documents.

l. Approved shop drawings and submittals from the Contractor.

m. Hard copy set of Record Drawings.

n. Electronic files as requested.

16. <u>General</u>

a. All street construction, if required, shall follow the guidelines described in the City of Springdale Street Design Standards.

b. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. Engineer shall provide preliminary and final plans on computer disk in a format compatible with the current AutoCAD release used by the City of Springdale.

c. Record drawings shall be provided on computer disk in AutoCAD format in addition to the reproducible drawings.

d. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.

e. Attend monthly municipal bond program meeting with all bond program stakeholders.

f. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER in accordance with the schedule in Attachment "B".

g. The ENGINEER should anticipate a 21 calendar day review period by the CITY between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.

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

i. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

ATTACHMENT "B"

SCHEDULE

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM

RELOCATION OF FIRE STATION 3
CITY OF SPRINGDALE PROJECT NO. 12BPF2
ESI WORK ORDER NO. 12950

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:

▪ Conceptual Design	Duration as required for City to select suitable site for facility.
▪ Surveys – Topo and Utility	60 calendar days from Site Selection
▪ Geotechnical Investigation (By Others)	60 calendar days from Site Selection
▪ Preliminary Design	180 calendar days from Site Selection
▪ Final Design	60 calendar days after approval of Preliminary Design

*NOTE: Work required under this contract is highly dependent on work received from the Architect, Construction Manager and the City. Time allotment may need to be adjusted on an agreed upon basis if delays occur.

ATTACHMENT "C"

ADDITIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM

RELOCATION OF FIRE STATION 3
CITY OF SPRINGDALE PROJECT NO. 12BPF2
ESI WORK ORDER NO. 12950

In accordance with Article III, Additional Services under this AGREEMENT may include, but are not limited to the following:

- Services during out-of-town travel required of ENGINEER, other than visits to the site or CITY's office as required by the AGREEMENT, or off-site visits not required for the work as described in Attachment "A".
- Providing materials testing services.
- Preparing to serve or serving as a consultant or witness for CITY in any litigation or other legal or administrative proceeding involving the PROJECT, unless the litigation or other proceeding is one for which ENGINEER is required to indemnify CITY under this AGREEMENT.
- Assisting in claims mitigation, claims management and claims adjudication.
- Providing additional or extended construction phase services made necessary by (a) work damaged by fire or other cause during construction, (b) a significant amount of defective or neglected work of any CONSTRUCTION CONTRACTOR(s), (c) acceleration of the progress schedule involving services beyond normal working hours, (d) default by any CONSTRUCTION CONTRACTOR(s), and (e) failure of the CONSTRUCTION CONTRACTOR(s) to complete the work within the construction contract time.
- Preparing applications and supporting documents in addition to those provided for in Attachment "A" for private or governmental grants, loans, or advances in connection with the PROJECT
- Providing services resulting from changes that are significant changes in the general scope, extent or character of the PROJECT or its design, including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing.
- Revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.
- Providing services resulting from the award of additional prime contracts for construction of the PROJECT.
- Preparing additional bidding documents or contract documents for alternate bids or prices requested by CITY for the construction of the PROJECT or a portion thereof.
- Providing assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

- Providing assistance in resolving any Hazardous Environmental Condition in compliance with current laws and regulations.
- Providing re-design for the CITY's convenience or due to changed conditions after previous approval.
- Providing design of any utilities relocation other than specifically provided for Attachment "A".
- Providing property record research.
- Providing environmental surveys, permitting support, and/or major drainage studies.
- Preparing CLOMR/LOMR documents

ATTACHMENT "D"

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM

RELOCATION OF FIRE STATION 3
CITY OF SPRINGDALE PROJECT NO. 12BPF2
ESI WORK ORDER NO. 12950

- CITY shall pay ENGINEER for Basic Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the attached Exhibit "1", plus $20,000 for Geotechnical Investigation and Testing, plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. ENGINEER's Hourly Rates as shown on the attached Exhibit "1" shall be adjusted annually each January 1. For ENGINEER's Consultant charges, the CITY shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.

- Basic Services: Payment by CITY based on ENGINEER's Hourly Rates shall approximate the following payment categories (*See note below). Payment for a specific phase shall not exceed the scheduled amount prior to completion of that phase. Underruns in one phase may be used to offset overruns in another phase as long as the contract amount is not exceeded.

Conceptual Design Phase	$ 2,500.00
Boundary, Topographic, Utility, & As-Built Surveys	$ 15,000.00
Preliminary Design Phase	$ 15,000.00
Right of Way and Easement Document Preparation	$ 3,000.00
Final Design Phase/LSD Process	$ 17,500.00
Bid/Award Phase	$ 4,000.00
Professional Construction Services, Including Construction Observation, Meeting Attendance, & Engineering Services	$ 20,000.00
Construction Staking	$ 15,000.00
SUB-TOTAL Basic Services	$ 92,000.00
Geotechnical Investigation & Testing	$ 17,500.00

*Note, the above prices are based on locating the project on a site situated along the south side of Cooper Drive to the west of the Schmieding Center for Senior Health and Education. Selection of a different site may impact the amounts provided above.

- Additional Services: Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by CITY prior to rendering of same. CITY shall pay ENGINEER for Additional Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the Attached Exhibit "1", plus approved Reimbursable Expenses and ENGINEER'S Consultant charges, if any. For ENGINEER's Consultant charges, the CITY shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.

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

  SUB-TOTAL Additional Services Allowance $ 10,000.00

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

  SUB-TOTAL Reimbursable Expenses $ 5,000.00

- The maximum payment to the ENGINEER for Additional Services and Reimbursable Expenses under this Agreement shall not exceed $ 15,000.00 .

- The maximum payment to the ENGINEER under this Agreement shall not exceed the sum total of Basic Services, plus $20,000 for Geotechnical Investigation and Testing, Plus $15,000 for Additional Services and Reimbursable Expenses.

- ENGINEER shall submit invoices monthly for services rendered and expenses borne. The invoice will be itemized by payment categories including hours worked for each class of ENGINEER's employees multiplied by the hourly rates as shown in Exhibit 1. If requested, the invoices shall be accompanied by a copy of the timesheets for all ENGINEER's personnel working on the project.

- The Hourly Rates used as a basis for payment 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 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

ENGINEER'S HOURLY RATES

CLASSIFICATION	RATE / HOUR
Engineer (Principal)	$ 225.00
Engineer (Project)	$ 150.00
Engineer (Design)	$ 130.00
Surveyor (PLS)	$ 130.00
Technician / Draftsman	$ 68.00
Clerical	$ 46.00
Survey Crew (Two-Man Crew)	$ 175.00
Survey Crew (Three-Man Crew)	$ 225.00

PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF SPRINGDALE, ARKANSAS
and
ENGINEERING SERVICES, INC.
for
2012 MUNICIPAL BOND PROGRAM
for
FIRE STATION 7

CITY OF SPRINGDALE PROJECT NO. 12BPF3
ESI WORK ORDER NO. 12949

THIS AGREEMENT, made and entered into this ____ day of _January_ , 2013, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and _ENGINEERING SERVICES, INC.,_ hereinafter referred to as the "ENGINEER", party of the second part.

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

Design and construction of a new fire station to be designated Fire Station 7.

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

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

ARTICLE I
GENERAL

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

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

1.1-1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where

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

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

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

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

Sec. 1.2. This AGREEMENT shall be subject to and interpreted under the laws of the State of Arkansas. Should any dispute arise out of or pertaining to the performance of the AGREEMENT, such dispute shall be initiated and decided solely in a Circuit Court located in Washington County, 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 Attn: Springdale Planning and Community Development Department 201 Spring Street Springdale, AR 72764
ENGINEER:	ENGINEERING SERVICES, INC. 1207 South Old Missouri Road Springdale, AR 72764 (Physical Address) P.O. Box 282

Springdale, AR 72765-0282 (Mailing Address)

Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.

Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.

Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a written instrument signed by both parties.

Sec. 1.8. This AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns. Neither the CITY nor the ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.

Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

ARTICLE II
SCOPE OF SERVICES

Sec. 2.0. The ENGINEER shall perform the SERVICES described in Attachment "A", which is attached hereto and incorporated by reference as part of this AGREEMENT. The ENGINEER shall also perform any services mutually agreed upon in writing as

Additional Services pursuant to Article III.

Sec 2.1. The ENGINEER shall consult with CITY to define and clarify CITY's requirements for the PROJECT and available data.

Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment "B".

Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

ARTICLE III
ADDITIONAL SERVICES

Sec. 3.0. Additional Services are those services which may be required by the CITY which are beyond the Scope of Services set forth in Attachment "A" to this AGREEMENT. The ENGINEER shall provide such Additional Services only when properly authorized by the CITY. Such Additional Services shall be negotiated and agreed upon in writing by both PARTIES, and this AGREEMENT must be amended prior to commencement.

Sec. 3.1. Additional Services which may be added to this AGREEMENT are defined in Attachment "C".

Sec 3.2. The ENGINEER shall advise the CITY as to the necessity of CITY providing data or services of the type described in Attachment "C" and assist the CITY in obtaining such data and services.

ARTICLE IV
RELATIONSHIP OF THE PARTIES

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

ARTICLE V
RESPONSIBILITIES OF THE CITY

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

Sec. 5.1. If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.

Sec. 5.2. The CITY shall provide criteria and information as to CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.

Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.

Sec. 5.4. The CITY will assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.

Sec. 5.5. The CITY will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

Sec. 5.6. The CITY shall furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents as may be necessary for completion of the PROJECT. The CITY will pay all fees associated with obtaining permits and approvals.

Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY may require or ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by CONSTRUCTION CONTRACTOR(s), such auditing services as CITY may require to ascertain how or for what purpose any CONSTRUCTION CONTRACTOR(s) has used the monies paid to him under the construction contract, and such inspection services as CITY may require to ascertain that CONTRACTOR(s) is complying with any law, rule or regulation applicable to the performance of the work.

Sec. 5.8. The CITY will obtain the necessary lands, permits, easements and rights-of-way for construction of the PROJECT.

Sec. 5.9. The CITY will pay all plan review and advertising costs in connection with the PROJECT.

ARTICLE VI
INSURANCE

Sec. 6.0. The ENGINEER shall carry Public Liability Insurance in at least the amounts specified below and shall deliver Certificates of Insurance from carriers acceptable to the CITY specifying satisfaction of such limits prior to commencing work under this AGREEMENT. In addition, the insurer must agree to give the CITY 30 days notice of any modification or cancellation of coverage.

Sec. 6.1. Workmen's Compensation and Employer's Liability

Coverage A - Statutory Requirements
Coverage B - $100,000 Per Occurrence
Coverage C - $100,000/$100,000 Accident and/or Disease
All States Endorsement

Sec. 6.2. Automobile Liability, including Owned, Non-Owned and Hired Car Coverage.

Limits of Liability:

Bodily Injury	$1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
	OR
Single Limit: Bodily Injury Property Damage	$2,000,000 each occurrence

Sec. 6.3. Comprehensive General Liability

Limits of Liability:

Bodily Injury	$1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
	OR
Single Limit: Bodily Injury Property Damage	$2,000,000 each occurrence

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

Sec. 6.4. Excess Liability Umbrella Form

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

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

Sec. 6.5. Professional Liability

Limits of Liability:

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

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

ARTICLE VII
INDEMNIFICATION AND LIABILITY

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

Sec. 7.1. The ENGINEER is not responsible for delay, nor shall ENGINEER be responsible for damages or be in default or deemed to be in default by reason of lockouts, accidents or acts of God, or for the failure of CITY to furnish timely information or to approve or disapprove ENGINEER's work promptly, or delay or faulty performance by CITY, other contractors or governmental agencies, or any other delays beyond the

ENGINEER's control.

Sec. 7.2. The ENGINEER shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and building permits.

ARTICLE VIII
COMPENSATION

Sec. 8.0. The CITY agrees to compensate the ENGINEER monthly for all SERVICES provided in accordance with Attachment "D".

Sec. 8.1. The ENGINEER shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. The total amounts set forth in Attachment "D" represent the maximum amounts payable to the ENGINEER for its SERVICES. The CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice. 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. For hourly services included in a maximum fee not to exceed contract or for any hourly additional services, the submittal shall include an itemized breakdown of hours spent per employee engaged in design for the PROJECT and shall clearly identify the phase of work to which said time was applied.

Sec. 8.2. The CITY shall not be obligated to compensate the ENGINEER for SERVICES described herein which exceed the total compensation set forth in this AGREEMENT. If the scope of SERVICES is increased as provided in Article III of the AGREEMENT, the ENGINEER shall not be obligated to perform the additional SERVICES or otherwise incur costs for such additional SERVICES, unless the CITY has notified the ENGINEER in writing that such compensation is increased. The notification shall specify the revised compensation which shall thereupon constitute the new total compensation for performance of SERVICES under this AGREEMENT.

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

ARTICLE IX
USE OF DOCUMENTS

Sec 9.0. All documents including drawings and specifications prepared by ENGINEER pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.

Sec 9.1. ENGINEER shall, upon request by the CITY, supply electronic design and survey information to the CITY or the CITY's designated representative. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

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

ARTICLE X
OPINIONS OF PROBABLE COST

Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONSTRUCTION CONTRACTOR(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

Sec. 10.1. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XI
HAZARDOUS ENVIRONMENTAL CONDITIONS

Sec. 11.0. If a Hazardous Environmental Condition is recognized by the ENGINEER during the course of his normal duties, the ENGINEER shall have the obligation to notify CITY, and, to the extent of applicable laws and regulations, appropriate governmental officials.

Sec. 11.1. It is acknowledged by both parties that the ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. The CITY acknowledges that ENGINEER is not and shall not be required to become a "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the PROJECT in connection with ENGINEER's activities under this AGREEMENT.

ARTICLE XII
TERMINATION

Sec. 12.0 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, if the other party is given:

12.0-1. Not less than 30 calendar days written notice of intent to terminate, delivered by certified mail, return receipt requested, and

12.0-2. An opportunity for consultation and 30 day cure period with the terminating party prior to termination.

Sec. 12.1. This AGREEMENT may be terminated in whole or in part by letter from the CITY for its convenience, if the ENGINEER is given notice as provided by Section 12.0-1.

Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.

Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for

payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments made prior to the termination.

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

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

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

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

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

ARTICLE XIII
PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES

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

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

Sec. 13.2. Underruns of Contract Time on one phase of work may be used to offset overruns in another phase provided that the total cumulative Contract Time for the 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	ENGINEERING SERVICES, INC.
By: _____	**By:** _____
Honorable Doug Sprouse, Mayor **Title**	Brian Moore, Vice-President **Title**
_____ **Attest**	_____ **Attest**
Denise Pearce, City Clerk **Title**	Tim Mays, Secretary/Treasurer **Title**

ATTACHMENT 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM

FIRE STATION 7
CITY OF SPRINGDALE PROJECT NO. 12BPF3
ESI WORK ORDER NO. 12949

1. **Scope of Project**

   a. PROJECT DESCRIPTION: Design and construction of a new fire station to be designated Fire Station 7.

   b. Coordinate fire station design with Miller Boskus Lack Architects, P.A., the architectural firm selected by the City of Springdale for the architectural design of the facility.

   c. Design shall include street, storm drainage, water, sanitary sewer, utility, parking lot, and landscaping improvements as necessary to construct a fully functional facility.

   d. If needed, relocation and/or installation of new water and sanitary sewer facilities owned by Springdale Water Utilities are to be included in the design, including any necessary off-site improvements.

   e. Submit project for review and approval by CITY through the Large Scale Development review process.

   f. Coordinate with relevant regulatory agencies (Arkansas Department of Health, FEMA, and others) to resolve any environmental issues and obtain all necessary permits.

   g. Provide related design services including but not limited to assistance with site selection, preparation of boundary, topographic, utility, and as-built surveys, as well as geotechnical investigation and easement acquisition documents.

   h. Provide construction staking and construction observation services.

i. Provide assistance to Architect, City, and Construction Manager with the bid process to include preparation of specifications, plans, exhibits, and bid quantities to be included in the bid documents.

j. Attend monthly municipal bond program meetings.

2. **Basic Services**

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

3. **Topographic Surveys**

a. Establish survey control with a suitable number of monuments based on the characteristics of the project site. Survey control shall be established on the Arkansas State Plane Coordinate System (NAD 83).

b. Locate all structures, streets, driveways, storm drains, trees larger than 12 inches in diameter, and other features on subject property or within 75 feet of property boundary, and any additional areas, features, or structures necessary to complete project design.

c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).

d. Set temporary bench marks on site.

e. All surveys shall be performed to a minimum of third order accuracy.

4. **Right-of-Way Surveys**

a. CITY will provide ownership information for properties adjacent to subject property including recorded plats, legal descriptions for unplatted tracts and easements and right of way information.

b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.

c. Reference existing monuments for replacement after construction.

d. Stake proposed right-of-way and easements at intervals which will provide intervisible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at intervisible points. A full restaking of right-of-way and easements may be completed for acquisition and/or construction purposes.

e. As necessary, provide a property record search.

5. **Utility Surveys and Coordination**

a. Request location and size of existing overhead and underground utilities from the utility companies.

b. Field locate known, marked and/or observable utilities within the project area. Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods. Excavation and exposure of the utility facilities will be provided by the owner of the utility.

c. Using utility field survey data, show existing utilities on plans.

d. Submit a half-size copy of the plans at each plan development phase. Attend meetings as necessary with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. ENGINEER will arrange all meetings with utility companies.

e. Review utility adjustment plans and costs with CITY to determine most feasible combination of construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY to accommodate utility relocations, including identification of utility easements on plans.

6. **Boundary Survey**

Prepare a boundary survey of the property showing existing property boundary, legal description, easements, street rights-of-way, and existing features, consistent with the Arkansas minimum standards for land surveying and suitable for recording in the records of the County Circuit Clerk.

7. **As-Built Survey**

Prepare an as-built survey of the subject property showing the location of improvements following construction including, but not limited to streets, storm drainage, utilities, buildings, and fencing.

8. **Geotechnical Investigations**

a. Perform geotechnical investigations in accordance with AASHTO, AHTD, and CITY criteria.

b. Perform sampling of subgrade soils by boring and excavation of test pits. Boring

or test pits shall be provided at planned locations of structures. A test pit shall be completed for every 4 borings taken. Provide a boring and test pit plan for approval before beginning work.

c. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform CITY of suspected hazardous substances encountered.

d. After establishment of final grading plan, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade (for interior streets and parking lots) assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, stabilization with admixtures and/or utilization of geotextile/geogrid materials, utilization of permanent underdrains, and/or other construction methods or materials to achieve a stable subgrade under all proposed structures which require subgrade to meet specific criteria.

e. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

9. <u>Conceptual Design Phase</u>

Services provided during the conceptual design phase shall consist of assisting the City in the evaluation of potential sites to determine a suitable location for the fire station. Information to be provided for potential sites as part of the preliminary site investigation process shall include, but not be limited to the following:

a. Existing elevation data represented by two foot elevation contours.

b. Aerial photograph of the potential site and approximate property boundaries.

c. Size and approximate location of existing water and sanitary sewer infrastructure to serve the proposed site.

d. Ilustration of a potential fire station layout on the site.

e. Presence of any special flood hazard areas affecting the potential site as shown on the appropriate FEMA Flood Rate Insurance Map for the project area.

f. Preliminary drainage investigation to determine approximate scope of required drainage improvements.

g. Estimate of probable costs to construct the facility on the site, including off-site street, storm drainage, water, and sanitary sewer improvements, if necessary.

h. Review costs provided by Construction Manager for completion of the proposed improvements.

i. Any additional information discovered by the engineer during investigation of the site which may materially impact the suitability of the site for the proposed facility.

10. Preliminary Design Phase

a. Once a site has been selected, prepare a preliminary design for the proposed facility. Prepare drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 60 feet or larger and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:

i. Provide preliminary site layout and grading plan with locations of proposed buildings, driveways, parking lots, and landscaping.

ii. Perform drainage design calculations and show all existing and proposed drainage facilities on the plans. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be furnished showing sub areas for each inlet. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50, and 100 year design storms.

iii. Identify water and sewer facilities requiring relocation. Meet with Springdale Water Utilities to develop project approach for water and sewer designs.

iv. Provide list of Engineer-developed details to be incorporated into plans.

v. Draft preliminary notes on plans to fully describe the construction work to be performed.

vi. Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing.

vii. Prepare preliminary storm water and erosion control plans.

viii. Prepare draft copy of special provisions (special conditions) to the

construction specifications.

ix. Prepare cost estimates for preliminary design.

x. Provide design report including calculations and support data.

b. Attend monthly design progress meetings with CITY.

c. Provide written response to design review comments provided by CITY.

11. Easement Document Preparation

a. Easement document preparation should not begin before review and approval of the preliminary plans.

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

c. Easement document shall include title, parcel number, CITY project number, tract number (if applicable), property description, description of easement, and whatever else necessary for a legal easement.

d. Easement drawing shall include the entire applicable property, easement(s), bearings and distances, scale and north arrow. Scale shall be such as to provide a legible, easily discernable drawing.

e. The CITY shall make all contact with the individual property owners for the actual acquisition of easement and its execution thereof.

f. Both one hard-copy, and one electronic copy of the drawing and description shall be provided. Electronic drawing shall be provided in AutoCAD format. At the discretion of the CITY a .pdf drawing may be requested.

12. Final Design Phase

a. Final Design Phase shall include submitting the project to the CITY for review and approval through the Large Scale Development review process, consisting of initial submission of project, attendance at the Technical Plat Review meeting, revisions to the plans to address all Technical Plat Review comments, attendance at Planning Commission meeting at which Large Scale Development shall be reviewed, and compliance with all other aspects of the Large Scale Development process in order to produce final, approved construction drawings, which shall include final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, and other items. Construction plans shall be at a scale

of 1" = 60' or larger.

b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks, pavement markings, water improvements, and sanitary sewer improvements, utilizing the CITY format and standard detail drawings where applicable.

b. Provide specifications for construction bid items which shall be incorporated into the bid documents prepared by the ARCHITECT.

c. Prepare final special provisions (special conditions) to the construction contract for items not included in the CITY Standard Construction Specifications, including building demolition.

d. Calculate construction quantities in accordance with the CITY standard construction specifications and format and submit copy of calculations.

e. Provide construction bid proposal form in accordance with CITY format.

f. Recommend construction contract time.

g. Prepare complete construction specifications using City standard documents as available.

h. Prepare opinions of probable costs.

i. Prepare design report to include complete calculations and data.

j. Attend monthly design progress meeting with CITY.

k. Prepare written response to design review comments provided by CITY.

l. Prepare a Storm Water Pollution Prevention Plan (SWPPP). According to ADEQ requirements, complete SWPPP application, for submittal, either, by the City to ADEQ, or for small acreage, permitting by the City. Plan details shall provide Contractor with necessary details to maintain a SWPPP.

13. <u>Bid/Award Phase</u>

During the bidding phase of the project, the Engineer shall coordinate with the Architect and Construction Manager to dispense construction contract documents compiled by the Engineer and Architect to prospective bidders (at the approximate cost of reproduction and handling). Engineer shall support the contract documents by preparing addenda as appropriate and clarifying documents as necessary for Construction Manager to obtain services of sub-

contractors.

14. **Construction Phase Services**

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

a. Attend preconstruction meeting.

b. Perform construction layout surveys consisting of the establishment of baselines for locating the work, with a suitable number of benchmarks and control points for site references as shown in the plans and specifications.

c. Furnish professional engineers to make visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, the Engineer will endeavor to protect the City against defects and deficiencies in the work of the contractor. But the Engineer cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.

d. Furnish a Construction Observer to assist the Engineer in observing the progress and quality of the Work. Through the Construction Observer's observations of the Contractor's work in Progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for City against defects and deficiencies in the work. Duties and responsibilities of the Construction Observer shall consist of the following:

(1) While not required to be at project site during all construction activities, Construction Observer will be present during the majority of construction activities. Construction Observer will be present to observe all significant events, such as all testing and inspections, installation of key infrastructure components, excavations and boring activities, start-up operations of proposed facilities, and other technically demanding activities.

(2) Construction Observer shall be responsible for observing and recording the activities of the Contractor, but shall not supervise, direct, or have control over Contractor's work, nor have control or responsibility over the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the project site, for safety precautions or programs incident to Contractor's work in progress, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performance. The Engineer, through provision of the Construction Observer, neither guarantee the performances of the Contractor nor assumes the

responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

(3) In general, Construction Observer shall act as the representative of the Engineer at the Project Site, and shall act as directed by and under the supervision of the Engineer. Construction Observer shall in general coordinate with Engineer and Contractor regarding Contractor's performance, and shall only deal with Sub-Contractors through or with full prior knowledge and approval of Contractor. Construction Observer in general shall only communicate with City with prior knowledge of or at the direction of the Engineer. Construction Observer is an agent of the Engineer, and shall not be subject to instructions or direction from City or Contractor.

(4) Review the progress schedule, schedule of Shop Drawing submittals, and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

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

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

(7) Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report such suggestions along with Construction Observer's recommendations to Engineer. Transmit in writing to the Contractor the decision of the Engineer. Modifications to the documents should also be approved by the City.

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

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

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

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

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

(13) Construction Observer shall not:

- Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- Exceed limitations of Engineer's authority as set forth in this Agreement.
- Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- Accept shop drawing or sample submittals from anyone other than Contractor.
- Authorize Owner to occupy the Project in whole or in part.

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

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

g. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the Engineer on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.

h. Maintain a set of working drawings and prepare and furnish record drawings.

i. When authorized by the City, prepare change orders for changes in the work from that originally provided for in the construction contract documents.

j. Attend, along with the City's representatives, a final inspection of the project, and prepare a deficiency list to be submitted to the contractor.

k. Prepare a final Reconciliation Change Order and final pay estimate.

l. Provide construction staking to assist Contractor install proposed improvements, including horizontal and vertical control, as well as location of proposed water, sewer, street, storm drainage, and parking lot improvements, and additional elements as necessary to successfully complete construct the proposed improvements.

m. Provide geotechnical services during construction for verification that construction is in compliance with minimum specifications for density and compaction, as well as other City requirements.

15. Project Deliverables

Engineer shall provide copies of the following documents, as needed by the City:

a. Geotechnical Report.

b. Hydraulic modeling calculations and drainage design.

c. Concept Plans and cost estimates.

d. Preliminary Plans, design report, cost estimates and other supporting documents.

e. Applicable sheets of the Concept, Preliminary, and Final Plans to each potentially affected utility company.

f. Final Plans, Specifications, design report, cost estimates and other supporting documents.

g. Revised Final Plans and Specifications (Bid Set), design report, cost estimates and other supporting documents.

h. Full size and half-size copies of the Construction Plans.

i. Executed contract and construction specifications, including addenda.

j. Final Plans and Specifications to the Contractor.

k. Easement plans and acquisition documents.

l. Approved shop drawings and submittals from the Contractor.

m. Hard copy set of Record Drawings.

n. Electronic files as requested.

16. General

a. All street construction, if required, shall follow the guidelines described in the City of Springdale Street Design Standards.

b. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. Engineer shall provide preliminary and final plans on computer disk in a format compatible with the current AutoCAD release used by the City of Springdale.

c. Record drawings shall be provided on computer disk in AutoCAD format in addition to the reproducible drawings.

d. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.

e. Attend monthly municipal bond program meeting with all bond program stakeholders.

f. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER in accordance with the schedule in Attachment "B".

g. The ENGINEER should anticipate a 21 calendar day review period by the CITY between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.

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

i. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

ATTACHMENT "B"

SCHEDULE

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM

FIRE STATION 7
CITY OF SPRINGDALE PROJECT NO. 12BPF3
ESI WORK ORDER NO. 12949

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:

▪ Conceptual Design	Duration as required for City to select suitable site for facility.
▪ Surveys – Topo and Utility	60 calendar days from Site Selection
▪ Geotechnical Investigation (By Others)	60 calendar days from Site Selection
▪ Preliminary Design	120 calendar days from Site Selection
▪ Final Design	60 calendar days after approval of Preliminary Design

*NOTE: Work required under this contract is highly dependent on work received from the Architect, Construction Manager and the City. Time allotment may need to be adjusted on an agreed upon basis if delays occur.

ATTACHMENT "C"

ADDITIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM

FIRE STATION 7
CITY OF SPRINGDALE PROJECT NO. 12BPF3
ESI WORK ORDER NO. 12949

In accordance with Article III, Additional Services under this AGREEMENT may include, but are not limited to the following:

- Services during out-of-town travel required of ENGINEER, other than visits to the site or CITY's office as required by the AGREEMENT, or off-site visits not required for the work as described in Attachment "A".
- Providing materials testing services.
- Preparing to serve or serving as a consultant or witness for CITY in any litigation or other legal or administrative proceeding involving the PROJECT, unless the litigation or other proceeding is one for which ENGINEER is required to indemnify CITY under this AGREEMENT.
- Assisting in claims mitigation, claims management and claims adjudication.
- Providing additional or extended construction phase services made necessary by (a) work damaged by fire or other cause during construction, (b) a significant amount of defective or neglected work of any CONSTRUCTION CONTRACTOR(s), (c) acceleration of the progress schedule involving services beyond normal working hours, (d) default by any CONSTRUCTION CONTRACTOR(s), and (e) failure of the CONSTRUCTION CONTRACTOR(s) to complete the work within the construction contract time.
- Preparing applications and supporting documents in addition to those provided for in Attachment "A" for private or governmental grants, loans, or advances in connection with the PROJECT
- Providing services resulting from changes that are significant changes in the general scope, extent or character of the PROJECT or its design, including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing.
- Revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.
- Providing services resulting from the award of additional prime contracts for construction of the PROJECT.
- Preparing additional bidding documents or contract documents for alternate bids or prices requested by CITY for the construction of the PROJECT or a portion thereof.
- Providing assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

- Providing assistance in resolving any Hazardous Environmental Condition in compliance with current laws and regulations.
- Providing re-design for the CITY's convenience or due to changed conditions after previous approval.
- Providing design of any utilities relocation other than specifically provided for Attachment "A".
- Providing property record research.
- Providing environmental surveys, permitting support, and/or major drainage studies.
- Preparing CLOMR/LOMR documents

ATTACHMENT "D"

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS
2012 MUNICIPAL BOND PROGRAM

FIRE STATION 7
CITY OF SPRINGDALE PROJECT NO. 12BPF3
ESI WORK ORDER NO. 12949

- CITY shall pay ENGINEER for Basic Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the attached Exhibit "1", plus $12,500 for Geotechnical Investigation and Testing, plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. ENGINEER's Hourly Rates as shown on the attached Exhibit "1" shall be adjusted annually each January 1. For ENGINEER's Consultant charges, the CITY shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.

- Basic Services: Payment by CITY based on ENGINEER's Hourly Rates shall approximate the following payment categories (*See note below). Payment for a specific phase shall not exceed the scheduled amount prior to completion of that phase. Underruns in one phase may be used to offset overruns in another phase as long as the contract amount is not exceeded.

Conceptual Design Phase	$ 5,000.00
Boundary, Topographic, Utility, & As-Built Surveys	$ 9,000.00
Preliminary Design Phase	$ 10,500.00
Right of Way and Easement Document Preparation	$ 2,500.00
Final Design Phase/LSD Process	$ 12,000.00
Bid/Award Phase	$ 3,000.00
Professional Construction Services, Including Construction Observation, Meeting Attendance, & Engineering Services	$ 16,000.00
Construction Staking	$ 7,000.00
SUB-TOTAL Basic Services	$ 65,000.00
Geotechnical Investigation & Testing	$ 12,500.00

*Note, the above prices are based on locating the project on a site situated along the south side of Har-Ber Avenue to the east of Tuscany Subdivision and northwest of Hellstern Middle School. Selection of a different site may impact the amounts provided above.

- Additional Services: Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by CITY prior to rendering of same. CITY shall pay ENGINEER for Additional Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the Attached Exhibit "1", plus approved Reimbursable Expenses and ENGINEER'S Consultant charges, if any. For ENGINEER's Consultant charges, the CITY shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.

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

  SUB-TOTAL Additional Services Allowance $ 10,000.00

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

  SUB-TOTAL Reimbursable Expenses $ 5,000.00

- The maximum payment to the ENGINEER for Additional Services and Reimbursable Expenses under this Agreement shall not exceed $ 15,000.00 .

- The maximum payment to the ENGINEER under this Agreement shall not exceed the sum total of Basic Services, plus $12,500 for Geotechnical Investigation and Testing, Plus $15,000 for Additional Services and Reimbursable Expenses.

- ENGINEER shall submit invoices monthly for services rendered and expenses borne. The invoice will be itemized by payment categories including hours worked for each class of ENGINEER's employees multiplied by the hourly rates as shown in Exhibit 1. If requested, the invoices shall be accompanied by a copy of the timesheets for all ENGINEER's personnel working on the project.

- The Hourly Rates used as a basis for payment 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 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

ENGINEER'S HOURLY RATES

CLASSIFICATION	RATE / HOUR
Engineer (Principal)	$ 225.00
Engineer (Project)	$ 150.00
Engineer (Design)	$ 130.00
Surveyor (PLS)	$ 130.00
Technician / Draftsman	$ 68.00
Clerical	$ 46.00
Survey Crew (Two-Man Crew)	$ 175.00
Survey Crew (Three-Man Crew)	$ 225.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A POLICY CHANGE IN YOUTH CENTER MEMBERSHIP FEES

WHEREAS, the current Youth Center membership fees and policy was established by the City Council on October 13, 1998, and

WHEREAS, the current policy requires all memberships to expire at the end of the calendar year and fees for memberships purchased during the year have to be prorated, and

WHEREAS, the Parks Director would like to change the policy to provide that all memberships expire 12 months after purchase and that no fee be charged for anyone who is 80 or older;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the policy regarding memberships for the Youth Center is hereby changed to authorize all memberships to expire 12 months after purchase and that no fee be charged for anyone 80 years old or older.

PASSED AND APPROVED this 12th day of February, 2013.

_____

Doug Sprouse, Mayor

ATTEST:

_____

Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____

Ernest B. Cate, City Attorney

Wyman Morgan

From: Rick McWhorter [rmcwhorter@springdalear.gov]
Sent: Monday, January 28, 2013 3:21 PM
To: 'Wyman Morgan'

On October 13, 1998, the City Council approved the current Springdale Youth Center Membership rates. Those annual rates are:

Adults (19 or older): $24.00
Youths (8-18): $12.00
Seniors (55 & Older): $20.00
Family: $60.00
Fees will be pro-rated throughout the year on a quarterly basis.

Due to our new Alpha card system, we propose a minor change in our rates. The change requested is not any increase in fees, only a change in the expiration date plus adding a free membership for those who are 80 years of age and older. Currently, all memberships expire Dec. 31 each year. This causes a huge backlog of work for our front desk employees in January.

The proposed change in fees would include:

Adults (19 or older): $24.00
Youths (8-18): $12.00
Seniors (55-79): $20.00
80 years & older: Free
Family: $60.00

We request to drop the pro-rated quarterly policy and go to an annual fee where the membership would expire one year from the date of purchase. This will allow for revenue to be collected throughout the year. Everyone would pay the same rate regardless of the day the membership was purchased. Everyone would receive twelve months of membership usage at the SYC.

Thank you for considering this change.

Dr. Rick McWhorter, CPRP
Director
Springdale Parks & Recreation
P.O. Box 42
Springdale, AR 72765
ph: 479-750-8185
fax: 479-750-8595

1/29/2013

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2013 BUDGET OF THE CITY ATTORNEY'S OFFICE

WHEREAS, the City Attorney's Office is currently authorized 9 full time positions and 1 part-time position, and

WHEREAS, there has only been one change in the staffing level of this office since 1998 which was the addition of 1 deputy city attorney in 2006, and

WHEREAS, the City Attorney has requested that the one part time position be changed to a full-time position effective March 1, 2013 at a pay grade of 12, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2013 budget of the City Attorney's Office hereby amended as follows and the part-time position is changed to a full time position at a pay grade of 12:

Department	Account No.	Description	Present Budget	Increase	Decrease	Proposed Budget
City Attorney	10101024123001	Regular Salaries	504,320	4,860		509,180
City Attorney	10101024123501	FICA/Medicare	39,880	370		40,250
City Attorney	10101024123502	Insurance	46,650	7,530		54,180
City Attorney	10101024123503	Pensions	29,330	920		30,250
City Attorney	10101024123504	Workers' Comp	3,580	10		3,590

PASSED AND APPROVED this 12th day of February, 2013.

_____

Doug Sprouse, Mayor

ATTEST:

_____

Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____

Ernest B. Cate, City Attorney

Wyman Morgan

From: Ernest Cate [ecate@springdalear.gov]
Sent: Monday, January 28, 2013 9:55 AM
To: Wyman Morgan
Cc: 'Rose Lawrence'; 'Loyd Price'
Subject: Budget amendment for full time file/discovery clerk

Wyman:

I would like to request that the 2013 budget for the City Attorney's Office be amended to change our part-time clerk position to a full-time position. I have provided the job description for this File/Discovery Clerk to Loyd, and it comes back that it is a Grade 12 position. Jacque Roth has been in this position for many years as a part-time employee, but the increase in the number of cases handled by this office dictates that this position should be a full-time position. In 2011, Jacque handled 542 discovery requests. That number increased to 814 in 2012, a huge increase. The nature of discovery requests have gotten more difficult as well. The use of digital video recorders in police vehicles means that the file/discovery clerk is responsible for locating these videos and providing them to defense attorneys.

In all, the number of cases handled by the City Attorney's Office has been increasing every year. In 2012, the City Attorney's Office handled 6,901 cases, compared to 5,169 in 2011, a 33% increase. The size of the City Attorney staff, however, has remained the same since late 2006.

For these reasons, I would request that the File/Discovery Clerk in the City Attorney's Office be made a full-time position. Below is an email from Laura setting forth the actual dollar increase requested. Given Jacque's experience in this position, I would request that she be placed at a Grade 12, Step 3.

I am happy to provide you with any needed additional information.

Thank you,

Ernest B. Cate
City Attorney

From: Laura Favorite [mailto:lfavorite@springdalear.gov]
Sent: Thursday, January 24, 2013 3:48 PM
To: 'Ernest Cate'
Cc: 'Loyd Price'
Subject: Cost of full time clerk

Ernest,

The additional cost to the City Attorney's office for a full time clerk beginning March 1st versus your current part-time clerk is as follows:

Grade 12 Step 1	$7,611
Grade 12 Step 3	$8,969

The above costs include health, vision and long term disability insurance (employee only coverage) and pension plan contributions beginning April 1st.

Please let me know if you need any additional information.

Thank you,

1/29/2013

Laura Favorite, CPA
Finance Director
City of Springdale
201 Spring St.
Springdale, AR 72764
Direct line: 479-750-8177
Email: lfavorite@springdalear.gov

1/29/2013

RESOLUTION NO. _____

A RESOLUTION AMENDING SECTION 3.14 OF THE PERSONNEL AND PROCEDURES MANUAL FOR THE CITY OF SPRINGDALE, ARKANSAS CONCERNING THE GRIEVANCE PROCESS

WHEREAS, it has come to the attention of the City Council that Sec. 3.14, Grievance Process, of the Personnel and Procedures Manual for the City of Springdale, Arkansas, is in need of revision;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Section 3.14 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

3.14 **Grievance Process:**

A "grievance" shall mean a claim or dispute by an employee with respect to the interpretation, meaning or application of the provisions of the City's Personnel and Procedures Manual ~~or the respective department's policies and procedures~~.

Any claim or dispute by an employee with respect to the interpretation, meaning or application of each department's written policies, directives, and procedures shall be taken through the department's chain of command, and to the department head of that department if necessary, and said claim or dispute shall not be handled through this grievance process.

It is the policy of the City of Springdale to afford all employees a means of obtaining further consideration of problems when they remain unresolved.

Strict adherence to the procedures outlined below is mandatory for all concerned, except that time limits may be extended for good cause shown unless other procedures are provided by federal or state law regulations.

UNDER NO CIRCUMSTANCES WILL MORE THAN ONE (1) GRIEVANCE PROCESS APPLY TO AN EMPLOYEE OF THE CITY OF SPRINGDALE, ARKANSAS. IF CIVIL SERVICE LAW FOR CERTAIN POLICE DEPARTMENT AND FIRE DEPARTMENT EMPLOYEES ALLOWS THAT PARTICULAR EMPLOYEE TO APPEAL A PARTICULAR DISCIPLINARY ACTION TO THE CIVIL SERVICE COMMISSION, THEN THE GRIEVANCE PROCEDURE SET OUT HEREIN SHALL NOT BE USED AND THE ONLY APPEAL OF THE DEPARTMENT HEAD'S DECISION CONCERNING THE DISCIPLINARY ACTION SHALL BE TO THE CIVIL SERVICE COMMISSION. IF, HOWEVER, THE POLICE DEPARTMENT OR FIRE DEPARTMENT EMPLOYEE DOES NOT HAVE AN APPEAL RIGHT, BY LAW OR RULE OF THE CIVIL SERVICE COMMISSION, THEN SUCH EMPLOYEE MAY USE THE GRIEVANCE PROCEDURE SET OUT IN THIS POLICY.

The following is the procedure to be followed in the grievance process:

Step 1. An employee must present a grievance within ten (10) working days of its alleged occurrence to the employee's immediate supervisor and department head, who shall attempt to resolve it within five (5) working days after it is presented to them.

Step 2. If the employee is not satisfied with the solution by the department head, the employee must submit the grievance, in writing, to the Mayor's office within

five (5) working days of the decision.* This written notice shall include the following:

a. Statement of the grievance and relevant facts.
b. Remedy sought.
c. Reasons for dissatisfaction with the department head's solution.

The Mayor shall attempt to resolve the grievance within ten (10) working days after it has been presented, and respond to all concerned parties in writing.

Step 3. If the employee is not satisfied with the solution by the Mayor, the employee must submit all information concerning the grievance to the Chairman of the Personnel Committee within five (5) working days after receiving the Mayor's decision in writing.

The written notice to the Chairman of the Personnel Committee shall contain all that information set out in Step 2. The Mayor shall also supply to the Chairman of the Personnel Committee a copy of the response of the Mayor's office to the grievance. Within 14 days after the grievance is presented to the Chairman of the Personnel Committee, the Chairman of the Personnel Committee shall call a meeting of the full City Council to meet and hear the grievance, and make a decision and notify the employee in writing of their decision. Such notification shall be within five (5) working days after the Personnel Committee hears the grievance.

The City Council may go into executive session in hearing the grievance, if such executive session would be allowed by Arkansas law.

*For employees at the Library, the Library Board will work with the Mayor in handling the grievance at Step 2, but if the Library Board and the Mayor do not agree on the solution, the Mayor's decision will be binding. If the Mayor rules against the Library employee, the next appeal will be pursuant to Step 3 of the grievance procedure. For employees of the Shiloh Museum, the Mayor will consult with the Shiloh Museum Board in Step 2, in handling the grievance. However, if the Shiloh Museum Board and the Mayor do not agree on the solution, the Mayor's decision will be binding. If the Mayor rules against the Shiloh Museum employee, the next appeal will be pursuant to Step 3 of the grievance procedure.

NOTHING IN THIS POLICY, THE PREVIOUS POLICY, OR ANY POLICY OR PROCEDURE OF THE CITY OF SPRINGDALE SHALL BE INTERPRETED TO MEAN THE CITY OF SPRINGDALE IS NOT AN AT-WILL EMPLOYER, AS SET OUT IN POLICY 2.2.

PASSED AND APPROVED, this _____ day of _____, 2013.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest B. Cate, City Attorney