

CITY OF SPRINGDALE
Committee Agendas
Monday, May 18th, 2020
City Council Chamber
City Administration Building
Meetings begin at 5:30 P.M.

Police and Fire Committee by Chairman Brian Powell

1. **A Resolution** authorizing a contract for EMS billing with Digitech Computer, LLC. Resolution presented by Chief Mike Irwin, Springdale Fire Dept. **Pgs. 2 – 33**
- 1A. **A Resolution** for the purchase of a UTV by the Springdale Fire Department. **Pgs. 34 A & B.**

Street and Capital Improvement Committee by Rick Evans

2. **A Discussion** regarding a possible settlement for Tracts 56C and 56D, Gene George Blvd. - Bleaux Ave. to Elm Springs Rd. (18BPS1). Discussion led by Ernest Cate, City Attorney.
3. **A Discussion** regarding a possible settlement for Tract 2, 56th St. South, Phase 1 (18BPS11). Discussion led by Ernest Cate, City Attorney. **Pgs. 35 - 44**
4. **A Resolution** expressing the willingness of the City of Springdale to apply for STBGP-A funding for Right-Of-Way acquisition and utility relocation for Don Tyson Parkway from Gene George Blvd to Highway 112. Resolution presented by Brad Baldwin, City Engineer. **Pgs. 45 - 49**
5. **A Resolution** expressing the willingness of the City of Springdale to apply for STBGP-A funding for acquisition of Right-Of-Way and utility relocation of franchise utilities for Gene George Blvd from Don Tyson Parkway to Johnson Mill Road. Resolution presented by Brad Baldwin, City Engineer. **Pgs. 50 - 54**
6. **An Ordinance** authorizing the Mayor and City Clerk to enter into a Development Agreement with Springdale Downtown, LLC, for sidewalk improvements on E. Johnson Avenue, N. Spring Street, and N. Commercial Street; to waive competitive bidding; and declaring an emergency. Ordinance presented by Ernest Cate, City Attorney. **Pgs. 55 - 60**
7. **Agreement** Professional Engineering Services Agreement between City of Springdale and Engineering Services, Inc. for Kendrick Avenue Street Improvement Project. **Resolution will be sent out first thing Monday.**

Parks and Recreation Committee by Chairman Mike Lawson

8. **A Resolution** accepting the guaranteed maximum price for the renovation of Tyson Park Project #18BPP2. Presented by Chad Wolf, Parks Director and Wyman Morgan, Administrative and Financial Services Director. **Pgs. 61 - 70**

Finance Committee by Chairman Jeff Watson

9. **Budget Update**

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A CONTRACT FOR
EMS BILLING WITH DIGITECH COMPUTER, LLC.**

WHEREAS, the Fire Chief of the City of Springdale advertised and solicited proposals for EMS billing; and

WHEREAS, after reviewing the proposals received, the Fire Chief of the City of Springdale has recommended contracting with DigiTech Computer, LLC, for this service; and

WHEREAS, the fee for this service is 4.10%, plus another 0.35% to include a third party audit each year for a total of 4.45% and is estimated to cost \$72,750 per year;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute a contract with DigiTech Computer, LLC, for EMS billing and collecting.

PASSED AND APPROVED this _____ day of _____, 2020.

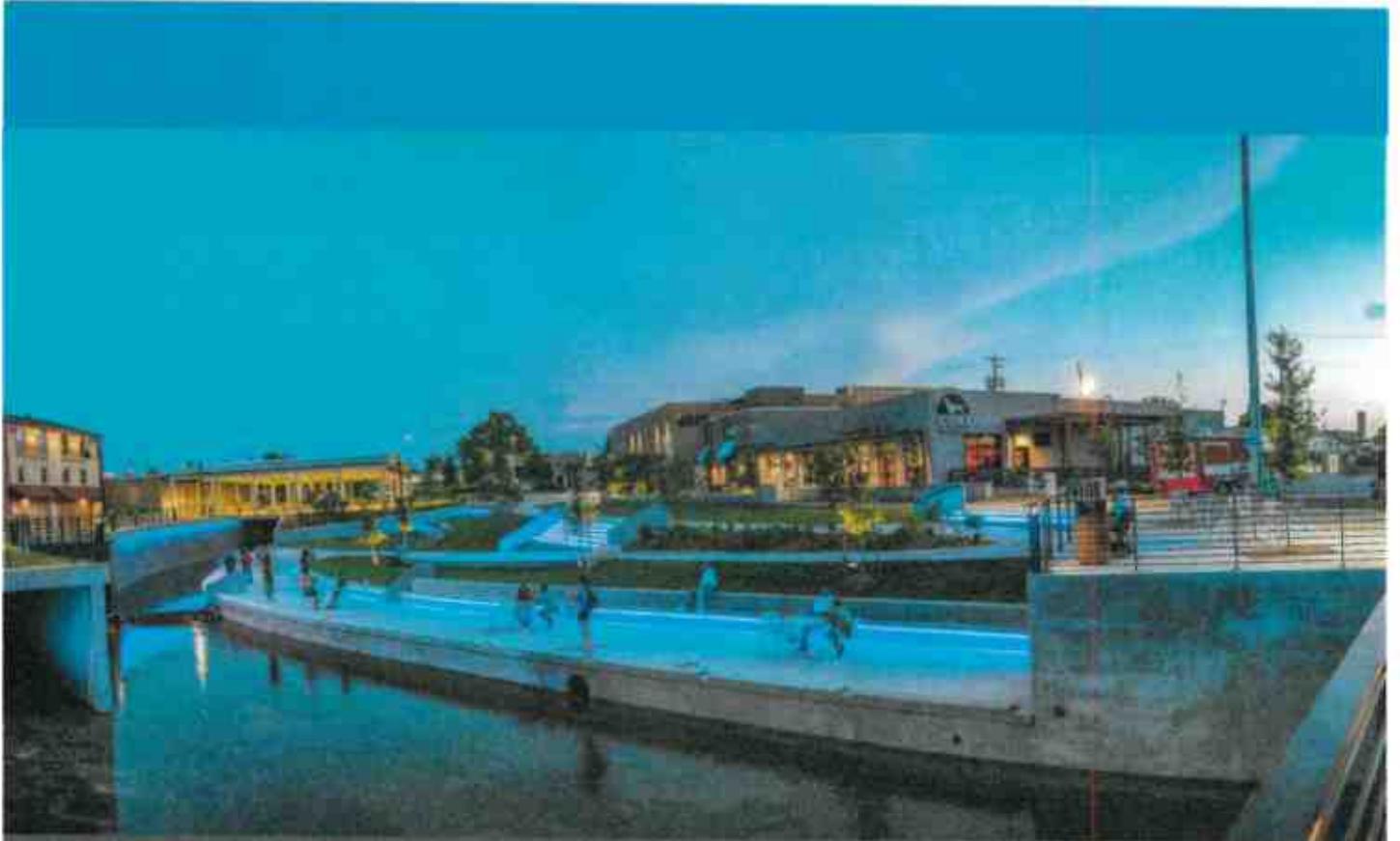
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



Price Proposal

Request for Proposal: Springdale Ambulance Service
Springdale, Arkansas
Due May 1st, 2020



Digitech Computer LLC
480 North Bedford Road
Building 600, 2nd Floor
Chappaqua, New York 10514
914.741.1919
914.741.2818 fax



PRICE PROPOSAL

We are offering a fee of **4.1%** of Net Collected Revenue¹. We have prepared this proposal under several basic assumptions, including the following:

4.1%

Billing fee

- All billing, collection, and transport data provided by the City in its RFP is accurate and it is understood by both parties that Digitech has relied on Springdale data for pricing purposes.
- Springdale will provide reasonably complete demographic information as part of your Patient Care Reports and it is understood that crews will make best efforts to provide insurance information, social security numbers, and other demographic information.
- Springdale will provide remittance information within 24 hours of receiving it.

After the contract award, good faith negotiations will take place during which both Springdale and Digitech can discuss and negotiate specific requirements of the RFP.

Summary of Features Included in Digitech's Price

- All **hardware and software** required by Digitech personnel to accurately and efficiently perform medical transport billing and collection
- All **mailing forms, billing forms, insurance forms, and envelopes** necessary to perform all billing functions
- Any **postage** necessary to mail billing or other information to patients, insurance companies, third parties, and attorneys
- Availability of a **national toll free 800 number** for patients, Springdale personnel, insurance companies, attorneys, and third parties to call for information or discussion of account status
- All fees related to our **national consumer database (Change Healthcare and Experian)** searches for patient demographic information
- All fees related to the **electronic submission of claims**
- All fees and expenses associated with the **hosting of our application**
- An **electronic interface to the City's ePCR system** or to any future ePCR system chosen by the City during the term of the contract
- **Ongoing review of ePCR documentation** by qualified Digitech staff
- **Ongoing review and analysis of rates, policies, and procedures** with City officials
- **In-depth documentation compliance training** for Springdale medics
- **Regular meetings for review of performance** on a mutually-agreed upon schedule

Fee for Independent Audit

This fee would be added to the base billing service fee to cover an annual independent audit. The total fee with billing service and an independent audit included would be **4.45%**.

0.35%

¹ Net Collected Revenue is defined as total collected revenue less refunds.

BILLING SERVICE AGREEMENT

This BILLING SERVICE AGREEMENT, dated _May 15th, 2020 ("Agreement") between **DIGITECH COMPUTER LLC ("DIGITECH")** maintaining its principal place of business at 480 Bedford Road, Building 600, 2nd floor, Chappaqua, NY 10514 and **SPRINGDALE AMBULANCE SERVICE ("CLIENT")** maintaining its principal place of business at 417 Holcomb Street, 2nd floor, Springdale, AR 72764.

WITNESSETH:

The parties hereby agree as follows:

I. SERVICES

- A. DIGITECH will provide CLIENT the services ("Services") specified in Sections I, II and III of Rider A.

II. PAYMENT

- A. CLIENT agrees to compensate DIGITECH for the Services as described in Rider A, as applicable.
- B. All payments will be due within thirty (30) days of receipt of DIGITECH's invoice.
- C. In the event an invoice is disputed in good faith, CLIENT is entitled to withhold only that part of the invoice that is in dispute. If an invoice is in dispute, the parties agree to consult in good faith to resolve any disputes regarding the invoice.
- D. If the uncontested invoice or uncontested portion of an invoice remains unpaid sixty (60) days from the invoice date, DIGITECH, at its option, may elect to suspend its Services under this Agreement upon fifteen (15) days prior written notice to CLIENT or terminate this contract upon forty- five (45) days prior written notice to CLIENT.

III. CONFIDENTIALITY

- A. With regard to CLIENT's Protected Health Information ("PHI"), DIGITECH will perform the Services hereunder in accordance with the HIPAA Business Associate Agreement set forth in Rider B and applicable law.
- B. DIGITECH acknowledges and agrees that any and all information and material supplied by CLIENT to DIGITECH hereunder shall remain the property of CLIENT. DIGITECH will not make copies of such information or material, except to the extent necessary to perform the Services under this Agreement. DIGITECH, its employees, agents, assigns, subcontractors and successors shall keep strictly confidential all information designated by CLIENT as "confidential".

- C. CLIENT acknowledges and agrees that the software, and all other systems related to the provision of Services hereunder, are DIGITECH's confidential proprietary information, and CLIENT agrees that it will disclose such material only to those of its employees and agents who have a need to know, that it will use such material only in connection with the Services hereunder, and that it will take all reasonable precautions to prevent the disclosure of such confidential information to, or use by, any other party. CLIENT acknowledges and agrees that all software developed by DIGITECH for CLIENT using CLIENT's specifications, or DIGITECH's specifications, or a combination of both, will remain DIGITECH's confidential proprietary property, unless the parties have otherwise agreed in writing.
- D. CLIENT will not be obligated to provide DIGITECH with any information, which by law or its own policy may not be provided to DIGITECH. Upon any termination of this Agreement, PHI will be treated as set forth in Rider B and applicable law.
- E. Each party agrees that during the term of this Agreement, and for a period of one year thereafter, it shall not hire or retain, as an employee or otherwise, any of the other party's employees, unless the parties have otherwise agreed in writing.

IV. TERM, TERMINATION AND RENEWAL

- A. The initial term ("Initial Term") of this Agreement shall comprise the following: (i) a pre-go-live implementation period commencing with the date of this Agreement, which period may be extended for good faith reasons upon mutual agreement of the parties, ending with a go-live date, on which claim processing commences ("Go-Live Date"); and (ii) a 3 year claim processing period commencing with the Go-Live Date. DIGITECH will be entitled to its fees as described in Rider A for all collections for transports with dates of service from the Go-Live Date through those transports with dates of service prior to the end of the Initial Term.
- B. Provided that this Agreement has not been terminated, at the end of the Initial Term, this contract will automatically renew for two successive one-year renewal periods unless either party notifies the other party, in writing, at least ninety (90) days before the end of the then current term that it elects to cancel this Agreement. DIGITECH, at its option, may send a renewal notice to CLIENT one hundred and twenty (120) days prior to the end of the then current term stipulating new pricing for the next renewal period. If CLIENT does not agree in writing to the new pricing within thirty (30) days of the date of the renewal notice, then this Agreement shall be deemed terminated at the end of the then current term.
- C. Except as otherwise provided in the Business Associate Addendum regarding a basis for termination for violation of the obligations of the Business Associate Addendum, either party may, upon thirty (30) days written notice, via certified mail, identifying

specifically the basis for such notice, terminate this agreement for breach of a material term or condition of this Agreement, provided that the party in breach shall not have cured such breach, or taken substantial steps toward curing such breach, within the thirty (30) day period of being notified in writing, via certified mail, of the breach. This paragraph does not apply to nonpayment, which is addressed in paragraph II (D) above.

- D. Notwithstanding anything to the contrary in this Agreement, either party may immediately terminate this Agreement upon five (5) days prior written notice in the event:
 - 1. The other party becomes insolvent, bankrupt, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or consents to appointment of a trustee or receiver, or has an involuntary petition of bankruptcy filed against it; or
 - 2. The legal authority of the other party to operate its facility or provide services as required hereunder is suspended or terminated; or
 - 3. A party hereto is excluded from participation in any state and/or federal health care program; or
 - 4. The Business Associate Addendum between DIGITECH and CLIENT is terminated.
- E. Upon the expiration (by non-renewal or otherwise) or termination of this Agreement, the parties shall proceed in accordance with Section XI – Transition Following Termination or Expiration below.
- F. Either party may terminate this Agreement, without cause, with 120 days prior written notice.
- G. If CLIENT terminates early, CLIENT shall reimburse DIGITECH for the unamortized cost of any hardware purchased by DIGITECH for CLIENT.

V. INDEMNITY AND LIABILITY

- A. Each party to this Agreement shall indemnify and hold harmless the other party and its agents, employees and subcontractors (“Indemnified Party”) from and against losses, liability, fines, suits, demands, arbitration fees, damages and expenses (including reasonable attorney’s fees) due to claims made by third parties against an Indemnified Party arising from any act, omission, misrepresentation, fraud, violation of any law, breach of confidentiality, breach of the Business Associate Addendum, intellectual property violation, or any willful, wanton,

reckless, or grossly negligent act committed by the defaulting party, or its agents, employees and subcontractors. Notwithstanding the foregoing, the defaulting party's liability shall be limited as set forth below in paragraphs V(B) through (I).

- B. To the extent permitted by law, DIGITECH's liability shall be limited to amounts paid by DIGITECH's errors and omissions insurance policy, excluding any applicable deductible or retention under that policy, for which DIGITECH shall remain liable. DIGITECH agrees to maintain no less than \$2,000,000 in errors and omissions insurance covering the performance of its duties set forth herein for the duration of this Agreement. If Digitech fails to obtain and maintain such insurance, there is no limitation of liability as set forth herein. Except as covered by insurance, in no event shall either party be liable to the other for any loss in profits, or for any special, incidental, indirect, consequential or other similar damages (but excluding penalties and fines) suffered in whole, or in part, in connection with this Agreement, even if a party or its agents have been advised of the possibility of such damages. Except as covered by insurance, in no event shall either party be liable for any delay or failure of performance that is due to causes or conditions beyond that party's reasonable control (this clause does not apply to CLIENT's payment obligations).
- C. Both DIGITECH and CLIENT are independent contractors. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party, except as set forth herein.
- D. CLIENT specifically agrees that it is responsible to repay any overpayments, denials, recoupments and/or offsets, including interest, penalties and other fees, sought, demanded or initiated by any governmental or commercial carrier, payer or insurer in the event it is determined that CLIENT is not entitled to payment for its services rendered, or if any such carrier, payer or insurer determines that CLIENT has been paid any amounts in excess of what is otherwise due and payable under the terms of the applicable governmental or commercial benefit program or insurance policy. Except to the extent covered by insurance (including payment of deductible) or as a result of a fine or penalty, DIGITECH's liability regarding any such bill or claim will not exceed the fee paid to DIGITECH to process such item, except this limitation of liability shall not apply to any claims or liability that may arise out of misrepresentation, fraud, or violation of any law, or any willful, wanton, or reckless or negligent conduct by DIGITECH. Notwithstanding the foregoing, DIGITECH shall pay any penalties and fees caused by its own negligence or willful misconduct.
- E. DIGITECH will not be liable in the event of a recoupment caused by a change in federal or state regulations, a change in the interpretation of federal or state regulations, a refund caused by an EMS crew member's or CLIENT's expired license or certification, or if DIGITECH is directed by the CLIENT to bill against DIGITECH's advice and an audit determines that a Claim should not have been billed. CLIENT will not be entitled to any refund or credit of any fee paid to DIGITECH, and DIGITECH will have no liability whatsoever in the event of such recoupment, except where

DIGITECH failed to conduct sufficient due diligence to remain current on any changes to, or the interpretation of, applicable regulations.

- F. In the event that an internal or external audit of paid claims determines that there was an overpayment for which DIGITECH collected a fee based on claims given a disputed level of service and/or inaccurate rates, DIGITECH will issue a credit to CLIENT for an amount equal to the DIGITECH fee earned on the amount overpaid and returned. Except as set forth above, the credit will be capped at the amount of the fee paid to DIGITECH for each adjusted claim.
- G. In the event that the CLIENT receives a duplicate payment or overpayment and must refund the payer (e.g., the insurance company paid the same invoice twice, or the insurance company and patient paid the same claim, or two different insurance companies paid the same claim), DIGITECH will give the CLIENT a credit in an amount equal to the portion of DIGITECH's fee that applies to the duplicate payment or overpayment after CLIENT has refunded the payer.
- H. CLIENT acknowledges that DIGITECH is not a guarantor of collection, and that it shall not be responsible for any uncollected bills. CLIENT may subcontract with any third party to follow up regarding accounts that DIGITECH deems uncollectible after attempting to collect pursuant to the terms of this Agreement and Rider A.
- I. The rights and remedies in this Section constitute the exclusive rights and remedies of the parties with respect to matters indemnified under this Section.

VI. EXCLUSIVITY

- A. CLIENT agrees that all billing Services outlined herein will be performed by DIGITECH exclusively during the term of this Agreement and for a period of at least one hundred twenty (120) days from the last transport date prior to the termination or expiration of this Agreement (the "Winding Down Period"), and any extensions or renewals thereof.

VII. COMPLIANCE

- A. DIGITECH warrants and represents that it maintains adherence to the Office of Inspector General of the Department of Health and Human Services Compliance Program Guidance for billing companies as published in the Federal Register, by the DHHS or OIG in other publications or by the Medicare Administrative Contractor for CLIENT's service area, including verification that no one on DIGITECH's staff is excluded from participation in any state and/or federal health care program.
- B. DIGITECH agrees to comply with all applicable federal and state laws, including "anti-kickback," "excessive charges," and other regulations relevant to this

Agreement.

- C. CLIENT represents and warrants that it is not excluded from participation in any state and/or federal health care programs. CLIENT further agrees that they shall be responsible for verifying that none of CLIENT's employees are excluded from participation in any state and/or federal health care program and that every EMS crew member's license and certification are current and valid. CLIENT agrees to notify DIGITECH within five (5) business days of CLIENT's discovery that it is the subject of any actions, investigations or other proceedings that could lead to its exclusion from any state and/or federal health care programs.
- D. CLIENT warrants that it will not send DIGITECH any trips provided by any excluded or improperly credentialed individuals.
- E. DIGITECH warrants that it will not utilize any excluded individuals to perform any work on any of CLIENT's trip claims.
- F. CLIENT represents and warrants that it is permitted by law to charge a fee and/or otherwise bill and be paid for its services, and that all fees and charges of CLIENT are solely determined by CLIENT, and are consistent with CLIENT's legal obligations under any local, state and/or federal laws.
- G. CLIENT represents and warrants that it shall submit only truthful and accurate facts and documentation to DIGITECH for billing purposes. CLIENT is hereby advised that DIGITECH shall rely upon the documentation and factual representations made to it by CLIENT regarding the eligibility of the services rendered for payment according to applicable reimbursement laws, rules or policies.

VIII. INSURANCE

- A. DIGITECH shall maintain, at its expense, at minimum, the following insurance coverage during the term of this Agreement, any Winding Down Period, and any extension and/or renewal thereof:
 - 1. Comprehensive General Liability. Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage:

a) General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence	\$1,000,000
Medical Expense any one Person	\$5,000

2. DIGITECH also shall maintain errors and omissions insurance coverage in an amount not less than \$3,000,000. Prior to the execution of this Agreement, DIGITECH shall provide proof of such coverage to CLIENT.

IX. NOTICES

- A. All notices or other communications required or contemplated herein shall be in writing, sent by certified mail return-receipt-requested, overnight delivery, or personal delivery, addressed to the party at the address indicated below, or as same may be changed from time to time by notice similarly given. Notices shall be deemed given three (3) business days after mailing, if by certified mail, the next business day, if by overnight delivery, or, if hand delivered, on the date of such delivery.

If to DIGITECH:

Mark Schiowitz
President & CEO
Digitech Computer LLC
480 Bedford Road, Bldg. 600, 2nd floor
Chappaqua, NY 10514
Email: rfi@digitechcomputer.com

If to CLIENT:

Assistant Chief Jim Vaughan
Springdale Ambulance Service
417 Holcomb Street, 2nd floor
Springdale, AR 72764

Email: jvaughan@springdalear.gov

X. CLIENT RESPONSIBILITIES

- A. CLIENT agrees to provide DIGITECH all information required to perform the Services. Furthermore, CLIENT agrees to deliver said information by automated field data:

Automated Field Data Collection

CLIENT'S ePCR vendor shall:

- a) Produce a daily billing file in the standard NEMESIS XML file format as described in Exhibit 1. The daily billing file will be one file containing all claims approved for billing since the last daily billing file;
- b) Include all data elements in the daily billing file required for billing. This

includes, but is not limited to date of service, signature information (both a signature signal & image instructions), unique ID per transport, unique ID per transport agency. Please refer to Exhibit 1 – PCR Requirements for Billing for additionally required fields;

- c) Produce and provide a PDF copy of the PCR for each call included in the NEMESIS XML file. The PDF must be named with the unique ID of the call.
 - d) Automatically push the daily billing files via SFTP to DIGITECH's FTP server; Mutually agree on custom data elements with both CLIENT and DIGITECH for items such as treatments, supplies, etc. f) Allow DIGITECH employees to login to secure website to:
 - (1) Manually produce a billing file based on the same billable claim criterion used to produce the daily billing file;
 - (2) Easily look up transports by a unique ID, Date of Service and Patient Name;
 - (3) View details of transport including additional documentation such as PCS, Hospital Face Sheet, etc.
 - e) Provide a method for DIGITECH to produce a Reconciliation Report. The report will:
 - (1) Be an Excel spreadsheet;
 - (2) Include all billable claims for the specified date of service date range
 - (3) Include columns for Unique Transport ID, Patient Name, Date of Service
 - f) Work with DIGITECH to produce a seamless transport look up integration between DIGITECH's Ambulance Commander System and the ePCR System.
 - g) CLIENT or CLIENT's ePCR vendor shall pay all third party costs incurred to purchase, support, integrate and maintain the CLIENT's field data collection system
- B. CLIENT agrees to provide copies of all remittances or electronic remittance files necessary for posting by DIGITECH within four (4) business days of receipt of remittance(s). DIGITECH requires the original, unaltered or "raw" electronic payer file that is produced by the payer. DIGITECH will not accept files which have been modified by any non-payer party. DIGITECH will not accept paper remittances in lieu of electronic remittances. CLIENT agrees to pay charges incurred to convert a payer file back to its original, unaltered or "raw" state.
- C. In cases where DIGITECH has verified payment, but CLIENT cannot provide remittance advice, DIGITECH will provide such listing to CLIENT and CLIENT agrees to allow DIGITECH to apply such payments. CLIENT agrees that the application of such payments by DIGITECH will entitle DIGITECH to earn the fees described in Rider A, Section IV above.

- D. CLIENT agrees to pay for all fees associated with the establishment and maintenance of a CLIENT controlled cash receipt/check bank lock box or deposit account.
- E. CLIENT agrees to pay for all credit card transaction fees.
- F. CLIENT agrees to establish and maintain a broadband or high speed internet connection, with static IP address, from its place of business to the Internet. CLIENT shall maintain a bandwidth of at least 1MB free for every 5 active users.
- G. CLIENT agrees to complete and submit all Registration/Change of Information Applications with the insurance processors, including, but not limited to Medicare, Medicaid and Blue Cross Blue Shield. DIGITECH shall confirm receipt of applications and continue follow-up with insurance processors until final approval where possible. DIGITECH will inform CLIENT if the CLIENT's intervention is required by processor.
- H. CLIENT agrees to authorize DIGITECH to execute and submit all Registration/Change of Information Applications with the insurance processors, including, but not limited to Medicare, Medicaid and Blue Cross/Blue Shield, where necessary.
- I. CLIENT agrees to pay for any enrollment or revalidation fees imposed by payers.
- J. Where possible, CLIENT agrees to flag non-billable claims prior to submission to DIGITECH for procedure coding.
- K. Client agrees to email DIGITECH cash posting manager with EFT/ACH amounts deposited and deposit dates for each payer paying via EFT/ACH on a daily basis.

XI. TRANSITION

- A. In the event this Agreement terminates or expires under the provisions described in Section IV of this Agreement, the following shall occur (certain Service exclusions apply and may require an additional fee during the 90 day Winding Down Period period):
 - 1. DIGITECH will cease all processing including the collection services described in Rider A, Section II above, ninety (90) days from the last transport date for which Digitech is responsible for processing ("Termination Date"). CLIENT will provide DIGITECH with remittance advice or cash receipt data, as described in Section X.B., for all deposits within the 90 day Winding Down Period and shall pay to DIGITECH its fees on these receipts pursuant to Section IV of Rider A. DIGITECH will be entitled to all fees for its Services for the full 90 days of deposits after the

Termination Date for which CLIENT receives remittances. Should the parties agree in writing to extend the Winding Down Period, DIGITECH shall be entitled to all fees for its Services for the entire time that the Winding Down Period is extended.

2. Subsequent to the completion of all processing and cash posting, DIGITECH will provide client with its data in SQL format once DIGITECH has been fully paid for services rendered.
3. Upon expiration or termination of this Agreement, all additional services under Sections V and VI of Rider A shall cease, unless the parties agree in writing to extend the term of such services to include the Winding Down Period.
4. Upon termination or expiration of this Agreement, DIGITECH agrees to reasonably cooperate with CLIENT in transitioning from DIGITECH to another service provider of CLIENT's choosing.

XII. MODIFICATION; GOVERNING LAW; ARBITRATION; ENTIRE AGREEMENT; FURTHER ASSURANCES; SEVERABILITY; WAIVER; AUTHORITY; SUCCESSORS AND ASSIGNS

- A. This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No waiver, supplement, amendment or modification of any provision of this Agreement shall be binding unless it is in writing and signed by all parties.
- B. This Agreement shall be governed by the laws of the State of New York without giving effect to any choice of law or conflicts of laws, rules or provisions.
- C. The parties agree that any claim or dispute between them, whether related to this Agreement or otherwise, including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration Association ("AAA"), under the AAA arbitration rules then in effect, before one (1) arbitrator in Westchester County, New York State. Any award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. Either party may commence such arbitration upon no less than thirty (30) days written notice to the other.
- D. This Agreement, including the attached rider(s) and exhibit(s), contains the entire agreement between the parties relating to this transaction and supersedes all previous understandings and agreements between the parties relating to this subject matter. Each party acknowledges that it has not relied on any representation, warranty, or other assurance made by, or on behalf of, the other party, except as expressly set forth herein.

- E. From time to time, each party will execute and deliver such further instruments, and will take such other action as the other party may reasonably request, in order to discharge and perform its respective obligations and agreements hereunder.
- F. Any provision of this Agreement prohibited by applicable law will be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.
- G. This Agreement may be the basis for an Interlocal or Cooperative Procurement Agreement. In the event that this contract is the basis for an Interlocal or Cooperative Procurement, the price shall be modified so that Digitech may project payment of at least \$15 per transport based on the Client's transport volume and payor mix.
- H. The failure of either party to require strict performance of any provision will not diminish that party's right thereafter to require strict performance of any provision.
- I. The signatories below have the authority to sign on behalf of the respective parties.
- J. This Agreement shall be binding on, and will inure to the benefit of, the parties hereto and their respective successors and assigns.
- K. This Agreement, and the duties and obligations placed on the parties, may not be assigned, except with the express written consent of the other party.

[Signature page follows]

The parties hereto have executed this Agreement on the day and year first above written.

SPRINGDALE AMBULANCE SERVICE

DIGITECH COMPUTER LLC

By: _____

By: _____

Name: _____

Name: MARK SCHIOWITZ

Title: _____

Title: PRESIDENT AND CEO

Date: _____

Date: _____

RIDER A
DESCRIPTION OF SERVICES, FEES AND CLIENT RESPONSIBILITIES

This Rider is a part of the Agreement between **DIGITECH COMPUTER LLC. ("DIGITECH")** and **SPRINGDALE AMBULANCE SERVICE ("CLIENT")** dated May 15, 2020.

I. BILLING SERVICES

A. DIGITECH shall provide the following billing and collection services which are contingent upon CLIENT fulfilling the responsibilities outlined in Section X of the Agreement:

1. DIGITECH shall perform Patient Care Report ("PCR") processing including:
 - a) Review client-prepared PCR'S for content, level of service and diagnosis;
 - b) Procedure Coding; and
 - c) Eligibility and Insurance Research and Verification.

2. DIGITECH shall perform billing as follows:
 - a) Electronic Invoicing
 - (1) Medicare;
 - (2) Commercial Insurance; and
 - (3) Medicaid (billed weekly).
 - b) Paper Invoicing
 - (1) CMS-1500 for Commercial Insurance; (2) Self-Pay;
 - (3) Facility (where applicable); and
 - (4) CMS-1500 for Medicaid (where applicable).

II. COLLECTION SERVICES

A. DIGITECH will provide the following collection services covering the following types of providers:

1. Facility
 - a) Submit a maximum of 3 invoices/notices, at 30 day intervals;
and
 - b) Make a maximum of 2 follow-up calls.

2. Patient or Self Pay
 - a) Mail a maximum of 3 invoices/notices, at 30 day intervals;
 - b) Make a maximum of 2 follow-up calls; and
 - c) Recommend to CLIENT amounts to be placed in legal proceeding upon the earlier of DIGITECH'S determination that the amount is uncollectible or 120 days from the first invoice date.

3. Insurance
 - a) Submit a maximum of 3 invoices/notices, at 45 day intervals;
 - b) Make a maximum of 3 follow-up calls; and
 - c) File appeals upon notice of denial, where applicable.
 4. Medicaid
 - a) Process denials;
 - b) Follow-up on pending Claims; and
 - c) Resubmissions.
 5. Medicare
 - a) Process denials;
 - b) Follow-up on pending Claims; and
 - c) Resubmissions.
 6. Claims resolution and appeals
 7. Remittance Posting
 8. Resubmission of denials, pending and held items
 9. Interfacing with carriers on behalf of CLIENT
 10. All payments received by payers for CLIENT shall be deposited into one or more bank accounts controlled by CLIENT, pursuant to CLIENT's written instructions.
- B. DIGITECH will interface with CLIENT's collection agency as follows:
1. Create and download one collection file per month using the industry standard XML collection file format as described in Exhibit 2; and
 2. In the event CLIENT'S collection agency requires a format that differs from DIGITECH's standard XML format or requires more than one file submission per month, DIGITECH reserves the right to charge CLIENT additional fees as necessary. DIGITECH will not commence any such additional work without CLIENT'S written approval.
 3. DIGITECH reserves the right to withdraw claims from collections if payment is received within 10 business days of sending the claim to collections.

III. REPORTING SERVICES

- A. DIGITECH will grant CLIENT access to its billing services reporting system. Such reporting includes but is not limited to, Master Files, Receivable Tracking, Receivable Reporting, Financial Scorecard and System Reporting.
- B. DIGITECH shall send to CLIENT, via email, its standard monthly reporting package which shall include:
 - 1. Accounting Reports
 - a) Sales original, sales payer re-class, adjustments, cash and aged accounts receivable (accounts receivable roll forward for general ledger entry); and
 - 2. Transport Reports
 - a) Per Trip Data and Collection Percentages.

IV. FEES/BILLING, COLLECTION AND REPORTING SERVICES

- A. DIGITECH will charge a fee for the Services described above as follows:

CLIENT shall pay to DIGITECH a fee equal to 4.45% of monthly EMS billing collections.

DIGITECH'S percentage fee for service covers claims with a date of service commencing on the go-live date of the contract. Unprocessed claims with dates of service 30 days prior to the go-live date will be processed at 4.45% of monthly EMS collections.

Unprocessed claims that are deemed collectible by CLIENT with dates of service that are greater than 30 days prior to the go-live date will be processed for a fee of \$30 per claim whether or not they are paid.

CLIENT shall pay to DIGITECH its collection fee as set forth in this Section IV on all payments received by CLIENT on any claim processed by DIGITECH, including but not limited to revenue received by CLIENT related to any State administered Ambulance Services Supplemental Payment Program. Said payment shall be in addition to any other fees CLIENT is obligated to pay to any other entity or subcontractor to analyze and report costs that will help CLIENT realize said revenue.

Notwithstanding the foregoing, DIGITECH acknowledges that claims for which DIGITECH provided no processing services and that have been processed prior to the go-live date may be assigned by CLIENT to other third party collectors and that DIGITECH has no interest in or responsibility for such claims.

Provided that CLIENT's ePCR system can provide a standard NEMESIS file extract, DIGITECH shall provide an interface from CLIENT's existing ePCR system to DIGITECH's billing software at no charge to CLIENT. Note that in the event CLIENT's ePCR vendor charges DIGITECH for any aspect of the ePCR interface, Digitech will pass through such charges to CLIENT.

Pricing is based on the accuracy of the transport and billing data provided by the CLIENT during the RFP process. Should the data provided to us prove to be in error, we reserve the right to renegotiate or exit the contract, provided DIGITECH gives CLIENT a 45-day notice of termination.

Note: DIGITECH's fee in Section IV(A) above does not include the processing of claims in which the CLIENT has a contractual obligation to transport and not bill (and are therefore uncollectible), such as financial hardship cases and prisoner transports. In addition, DIGITECH's fee does not cover non-ambulance transports such as ambulette, wheelchair, and medivan transports. Such additional fees will be negotiated per Rider A, Section V – Fees/Other below.

- B. The DIGITECH fees do not cover costs or additional fees associated with the placement of delinquent accounts with a third party collection agency. Any fees earned by third party collection agencies from the collection or settlement of past due accounts placed with such agency shall be the responsibility of the CLIENT.

V. FEES/OTHER

- A. Fees for the processing and/or collection of claims not covered by this Agreement shall be negotiated on a case-by-case basis. Such claims may include, but are not limited to, claims with dates of service not covered by this Agreement, non-ambulance claims, non-billable claims and claims where critical processing information may be available at an unreasonable cost.
- B. Time expended by DIGITECH, on behalf of CLIENT, to cover services not covered by this Agreement or tasks that fall under the responsibility of the CLIENT shall be billed at a rate to be negotiated, per clerk. Such services include, but are not limited to, data entry, scanning and call taking/input. No fees may be charged unless they are preapproved by the CLIENT, in writing, before performed.
- C. Time expended by DIGITECH programming staff on behalf of CLIENT, to cover programming changes or additions not covered by this Agreement shall be billed at the then current hourly rate for the resources requirement.
- D. Provision of services not specifically set forth in this Agreement, including but not limited to significant assistance with reporting, reporting projects,

projections, interfacing or working with separate entities that are part of or affiliated with Client's organization, shall be subject to a separate compensation agreement covering such additional services. The parties agree to act in good faith to draft mutually acceptable terms of service.

E. DIGITECH may require a work order prior to the provision of such services.

VI. REIMBURSABLE EXPENSES

CLIENT will reimburse DIGITECH for preapproved travel expenses (at cost). Such expenses shall be included in the invoice to CLIENT in the month following the date of such travel.

[Signature page follows]

The parties hereto have executed this Rider on the day and year first above written on the Agreement.

SPRINGDALE AMBULANCE SERVICE

DIGITECH COMPUTER LLC

By: _____

By: _____

Name: _____

Name: MARK SCHIOWITZ

Title: _____

Title: PRESIDENT AND CEO

Date: _____

Date: _____

BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM ("Addendum"), is made and entered into by and between **SPRINGDALE AMBULANCE SERVICE ("Covered Entity")** and **DIGITECH COMPUTER LLC. ("Business Associate")**. This Addendum shall form a part of all agreements and other engagements as are currently in effect between the parties under which Protected Health Information ("PHI") (as defined in Article 1 of this Addendum) is provided, created or received by Business Associate from or on behalf of Covered Entity, and shall supersede and replace any business associate agreement or amendment previously entered into between Covered Entity and Business Associate in accordance with the requirements of HIPAA (as defined below) and/or the HITECH Act (as defined below). This Addendum is effective as of the effective date of the Billing Service Agreement (the "*Effective Date*").

RECITALS

WHEREAS, in connection with the performance of their respective obligations under the terms of the Billing Service Agreement, Covered Entity may disclose certain information to Business Associate, and Business Associate may use and/or disclose certain information, some of which may constitute PHI; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to, or created, utilized or disclosed by, Business Associate pursuant to the Billing Service Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), all as amended from time to time ("HIPAA"), as well as the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary, all as amended from time to time (the "HITECH Act"), and other applicable laws;

The parties do hereby agree as follows:

Article 1: Definitions

- 1.1 Definitions.** For the purposes of this Addendum, the following defined terms shall have the following definitions. All capitalized terms used in this Addendum but not otherwise defined herein shall have the meaning given in HIPAA or the HITECH Act, as applicable.

- (a) **“Breach”** has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13400(1) of the HITECH Act and 45 CFR § 164.402.
- (b) **“Data Aggregation”** has the meaning given to such term under the Privacy Standards (as defined below), including, but not limited to, at 45 CFR § 164.501.
- (c) **“Designated Record Set”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
- (d) **“Health Care Operations”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
- (e) **“Limited Data Set”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.514.
- (f) **“Privacy Standards”** means the HIPAA Privacy Rule and HIPAA Security Rule codified at 45 CFR Parts 160, 162 and 164.
- (g) **“Protected Health Information” or “PHI”** has the meaning given to such term under HIPAA, the HITECH Act, and the Privacy Standards, including, but not limited to, at 45 CFR § 160.103.
- (h) **“Unsecured Protected Health Information”** has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13402(h) of the HITECH Act and 45 CFR §164.402.

Article 2: Duties of Business Associate

2.1 Compliance with Privacy Provisions. Business Associate shall only use and disclose PHI in performance of its obligations under the Billing Service Agreement and as permitted or required by law. Business Associate agrees to be in compliance with each applicable requirement of 45 CFR § 164.504(e) and all requirements of the HITECH Act applicable to Business Associate.

2.2 Compliance with Security Provisions. Business Associate shall: (a) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (b) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; (c) use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act; and (d)

be in compliance with all requirements of the HITECH Act related to security and applicable to Business Associate.

2.3 Breach of Unsecured PHI.

- (a) With respect to any suspected or actual unauthorized acquisition, access, use or disclosure ("Acquisition") of Covered Entity's PHI by Business Associate, its agents or subcontractors, and/or any Acquisition of data in violation of any applicable federal or state law, Business Associate shall (i) investigate such Acquisition; (ii) determine whether such Acquisition constitutes a reportable Breach under HIPAA, the HITECH Act, and/or applicable federal or state law ; (iii) document and retain its findings under clauses (i) and (ii); and (iv) take any action pertaining to such Acquisition required by applicable federal or state law.

- (b) If Business Associate discovers that a Breach has occurred, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than five (5) days after discovery of the Breach. Business Associate's written notice shall include all available information required by 45 CFR § 164.410 and other applicable law. Business Associate's written report shall be promptly supplemented with any new or additional information. Business Associate agrees to cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act and other applicable law with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s) or others as required by the HITECH Act and other applicable law.

2.4 Permitted Uses of PHI. Satisfactory performance of its obligations under the Billing Service Agreement by Business Associate may require Business Associate to receive or use PHI obtained from Covered Entity, or created or received by Business Associate on behalf of Covered Entity; provided, however, that Business Associate shall not use PHI other than for the purpose of performing Business Associate's obligations under the Billing Service Agreement (including this Addendum), as permitted or required under the Billing Service Agreement (including this Addendum), or as required by law. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA if so used by Covered Entity.

2.5 Permitted Disclosures of PHI. Business Associate shall not disclose PHI other than for the purpose of performing Business Associate's obligations under the Billing Service Agreement (including this Addendum), as permitted or required under the Billing Service Agreement (including this Addendum), or as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA if so disclosed by Covered Entity. To the extent that Business Associate

discloses PHI to a third party in carrying out its obligations under the Billing Service Agreement, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the PHI, to the extent the third party has obtained knowledge of such breach.

- 2.6 Minimum Necessary.** Business Associate shall limit its use, disclosure or request of PHI to only the minimum necessary as required by law.
- 2.7 Retention of PHI.** Unless otherwise specified in the Billing Service Agreement, Business Associate shall maintain and retain PHI for the term of the Billing Service Agreement, and make such PHI available to Covered Entity as set forth in this Addendum.
- 2.8 Safeguarding PHI.** Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Billing Service Agreement and this Addendum. Business Associate will appropriately safeguard electronic PHI in accordance with the standards specified at 45 CFR § 164.314(a). In particular, Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity.
- 2.9 Agents and Subcontractors.** Business Associate shall ensure that any agents (including subcontractors) of Business Associate to whom Business Associate provides PHI received from Covered Entity, or PHI created or received by Business Associate on behalf of Covered Entity, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI. Business Associate shall implement appropriate sanctions against agents and subcontractors that violate such restrictions and conditions, including termination of the agency or subcontractor relationship, if feasible, and shall mitigate the effects of any such violations.
- 2.10 Reporting Unauthorized Use or Disclosure.** Business Associate shall report in writing to Covered Entity any use or disclosure of PHI not provided for under the Billing Service Agreement or this Addendum as soon as possible after Business Associate becomes aware of such an incident but in no case later than five (5) days after the

date on which Business Associate becomes aware of any such incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate shall take (i) prompt corrective action to cure any deficiencies that caused the unauthorized use or disclosure, and (ii) any corrective action required by applicable federal and state law.

- 2.11 Access to Information.** Within five (5) days of Covered Entity's request, Business Associate shall provide Covered Entity with access to Covered Entity's PHI maintained by Business Associate or its agents or subcontractors to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.524.
- 2.12 Availability of PHI for Amendment.** The parties acknowledge that the Privacy Standards permit an individual who is the subject of PHI to request certain amendments of their records. Upon Covered Entity's request for an amendment of PHI or a record about an individual contained in a Designated Record Set, but not later than five (5) days after receipt of such request, Business Associate and its agents or subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.526. If any individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Covered Entity has the sole authority to deny a request for amendment of PHI received or created under the terms of the Billing Service Agreement and maintained by Business Associate or its agents or subcontractors.
- 2.13 Accounting of Disclosures.** Upon Covered Entity's request, Business Associate, its agents and subcontractors shall make available the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.528. For this purpose, Business Associate shall retain a record of disclosure of PHI for at least six (6) years from the date of disclosure. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the effective date of the Billing Service Agreement. At a minimum, such

information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. Where a request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such reply to the requested accounting.

- 2.14 Agreement to Restriction on Disclosure.** If Covered Entity is required to comply with a restriction on the disclosure of PHI pursuant to § 13405 of the HITECH Act, then Covered Entity shall provide written notice to Business Associate of the name of the individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law.
- 2.15 Accounting of Disclosures of Electronic Health Records ("EHR").** If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity, then Business Associate shall maintain an accounting of any disclosures made through an EHR for Treatment, Payment and Health Care Operations, as required by law. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by law. Alternatively, if Covered Entity responds to an individual's request for an accounting of disclosures made through an EHR by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.
- 2.16 Access to Electronic Health Records.** If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity with respect to PHI, then, to the extent an individual has the right to request a copy of the PHI maintained in such EHR pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such individual with a copy of the PHI in the EHR in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. Business Associate may charge a fee, not to exceed Contractor's labor costs to respond, to the individual for providing the copy of the PHI. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were Covered Entity. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an

individual's PHI maintained in an EHR in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

- 2.17 Remuneration for PHI.** Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by law.
- 2.18 Governmental Access to Books and Records.** For purposes of determining Covered Entity's compliance with the HIPAA, Business Associate agrees to make available to the Secretary its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
- 2.19 Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- 2.20 Insurance.** Business Associate shall maintain commercial general liability insurance, with commercially reasonable liability limits, that includes coverage for damage to persons or property arising from any breach of the terms of this Addendum.
- 2.21 Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Addendum for the purpose of determining whether Business Associate has complied with this Addendum; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. Covered Entity and its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act or this Addendum, to the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA or the HITECH Act relating to certification of its security practices. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its

responsibility to comply with this Addendum, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practices or a waiver of Covered Entity's enforcement rights under the Billing Service Agreement or this Addendum.

- 2.22 Return of PHI at Termination.** Upon termination of the Billing Service Agreement, Business Associate shall, where feasible, destroy or return to Covered Entity all PHI received from Covered Entity, or created or received by Business Associate or its agents or subcontractors on behalf of Covered Entity. Where return or destruction is not feasible, the duties of Business Associate under this Addendum shall be extended to protect the PHI retained by Business Associate. Business Associate agrees not to further use or disclose information for which the return or destruction is infeasible. Business Associate shall certify in writing the destruction of the PHI and to the continued protection of PHI that is not feasible to destroy.
- 2.23 Retention of PHI.** Business Associate and its contractors or agents shall retain communications and documents required to be maintained by HIPAA for six (6) years after termination of the Billing Service Agreement.
- 2.24 Business Associate's Performance of Obligations of Covered Entity.** To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out such obligation(s).

Article 3: Duties of Covered Entity

- 3.1 Using Appropriate Safeguards.** Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Billing Service Agreement, in accordance with the standards and requirements of HIPAA.

Article 4: Term and Termination

- 4.1 Term.** The provisions of this Addendum shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in Section 4.2 of this Addendum.
- 4.2 Termination by Covered Entity.**

- (a) A breach by Business Associate of any material provision of this Addendum, as determined by Covered Entity, shall constitute a material breach of the Billing Service Agreement and shall provide grounds for immediate termination of the Billing Service Agreement by Covered Entity.
- (b) If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate the Billing Service Agreement pursuant to Section 4.2(a) of this Addendum, then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either (i) terminate the Billing Service Agreement, if feasible or (ii) if termination of the Billing Service Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary.

4.3 Termination by Business Associate. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Billing Service Agreement or this Addendum, then Business Associate shall immediately notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, terminate the Billing Service Agreement; or (iii) if such termination is not feasible, report Covered Entity's breach or violation to the Secretary.

4.4 Termination by Either Party. Either party may terminate the Billing Service Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act or other security or privacy laws, or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HITECH Act or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

Article 5: Miscellaneous

5.1 Acknowledgment. Business Associate recognizes and agrees that it is obligated by law to comply with the applicable provisions of the HITECH Act.

5.2 Change in Law. The parties agree to promptly enter into negotiations concerning the terms of the Billing Service Agreement (including this Addendum), and to negotiate in good faith, if, in either party's business judgment, modification of the Billing Service

Agreement (including this Addendum) becomes necessary due to legislative, regulatory, or judicial developments regarding HIPAA or the HITECH Act. Covered Entity may terminate the Billing Service Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Billing Service Agreement when requested by Covered Entity pursuant to this § 5.2, or (ii) Business Associate does not enter into an amendment to the Billing Service Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH Act.

- 5.3 Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with HIPAA, the HITECH Act or this Addendum will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- 5.4 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Billing Service Agreement or this Addendum, available to Covered Entity, at no cost to Covered Entity, to testify as witness, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its members/shareholders, managers/directors, officers or employees based upon a claimed violation of HIPAA or the HITECH Act or other laws relating to security and privacy, except where Business Associate, or its subcontractor, employee or agent is a named adverse party.
- 5.5 No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 5.6 Interpretation.** Section titles in this Addendum are for convenience only, and shall not be used in interpreting this Addendum. Any ambiguity in this Addendum shall be resolved to permit the parties to comply with the requirements of HIPAA and the HITECH Act. In the event of conflict between the Billing Service Agreement and this Addendum, the provisions of this Addendum shall prevail. Any reference in this Addendum to a section in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, or the HITECH Act means the section as in effect or as amended.

[Signature page follows]

The parties hereto have executed this Rider on the day and year first above written on the Billing Service Agreement.

SPRINGDALE AMBULANCE SERVICE

DIGITECH COMPUTER LLC

By: _____

By: _____

Name: _____

Name: MARK SCHIOWITZ

Title: _____

Title: PRESIDENT AND CEO

Date: _____

Date: _____

RESOLUTION NO. _____

**A RESOLUTION THE PURCHASE OF A UTV BY THE
SPRINGDALE FIRE DEPARTMENT.**

WHEREAS, the Springdale Fire Department has an ever-increasing need to respond to various locations, including mountain bike trails;

WHEREAS, it would be beneficial for the Springdale Fire Department to have a UTV in order to respond to certain locations involving rough or difficult terrain;

WHEREAS, bids were solicited for the UTV in accordance with the provisions of Arkansas law;

WHEREAS, after reviewing the bids that were received, the Springdale Fire Department has determined that Bradford Marine & ATV of Springdale submitted the lowest responsible bid for this vehicle in the amount of \$21,002.30; and

WHEREAS, the Springdale Fire Department wishes to purchase the UTV from Bradford Marine & ATV;

NOW THEREFORE, BE IT RESOLVED BY THE SPRINGDALE PUBLIC FACILITIES BOARD, that the Springdale Fire Department is hereby authorized to execute all documents necessary for the purchase of the UTV as provided on the attached sales quote in an amount not to exceed \$21,002.30, to be purchased from the 2018 Fire Bond Program.

PASSED AND APPROVED this _____ day of _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

Ernest B. Cate, City Attorney



BRADFORD MARINE, INC.
 2325 NO. THOMPSON
 SPRINGDALE, AR, 72764
 Phone: 479-750-1200

Date	Stock	SQ #	Sales Quote			Sales Person	Customer Number		
12 MAY 2020	31478	7128				NICK CHRISTIAN	(91376)		
Buyer		Home Phone	Mobile Phone	Email					
SPRINGDALE FIRE DEPARTMENT		479-263-4233		RSKELTON@SPRINGDALEAR.GOV					
Address			City	State	Postal				
PO BOX 1521			SPRINGDALE	AR	72765				
CO-Buyer		Home Phone	Mobile Phone	CO-Buyer Email					
Description of Purchase									
Year	Manufacturer	Brand	Model	Type	New/Used	Serial #	Hull #		
2020	BRP	CAN-AM	DMAX HD10XT	SIDE BY SIDE	NEW	3J8UCAX40LK000815			
Engine Make			Model	HP	Year	Serial #			
Trailer Make			Model	Year	Serial #				
Inclusion Make		Brand	Model	Year	Serial #				
Manufacturer Options				Dealer Options					
				715002431 FULL WINDSHIELD 369.99					
				LABOR 1/2 HR 62.50					
Description of Trade-In									
Year	Make	Model	Type	Approx. Payoff					
ALL TRADE VALUES SUBJECT TO ADJUSTMENT IF CONDITION/EQUIPMENT ARE NOT AS REPRESENTED ON TRADE-IN AGREEMENT.									
Comments						Unit Total	\$ 21,195.00		
						Discount	\$ (2,616.00)		
						Accessories	\$ 432.49		
						Total Selling Amount	\$ 19,011.49		
						Freight and Prep	\$ 0.00		
						Trade Allowance	\$ 0.00		
						Est. Trade Payoff	\$ 0.00		
						Signature of Buyer	Date	Sales Tax & Fees	\$ 1,990.81
						Signature of Co-Buyer	Date	Deposit	\$ 0.00
						Dealer or Authorized Signature	Date	Approved By	Final Balance

P. 34 B

APPRAISAL REPORT

ON

THE HUD-OX LLC PROPERTY
(1.52± ACRES/66,108± SQUARE FEET);
LOCATED AT 3700 SOUTH 56TH STREET,
SPRINGDALE, ARKANSAS; WASHINGTON COUNTY

ARDOT JOB 040680 – F.A.P STPU-9399(19)
TRACT: 2

FOR

ARKANSAS DEPARTMENT OF TRANSPORTATION
PO BOX 2261, LITTLE ROCK, AR 72203

AND

CITY OF SPRINGDALE
SPRINGDALE, AR

BY

REED & ASSOCIATES, INC.
3739 N. STEELE BLVD., SUITE 322
SPRINGDALE, ARKANSAS 72703

FILE NO. 6226-2

AS OF

MARCH 26, 2019

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location: 3700 South 56th Street, Springdale, AR
Client: City of Springdale
Fee Owner: Hud-Ox LLC
Mailing Address: 3235 Kennesaw Street, Springdale, AR 72764

Area Of The Whole:	66,108± SF	Permanent Easement	NA
Area Of Remainder:	54,399± SF		
Area Of Acquisition:	11,709± SF	Temporary Construction Easement:	1,914± SF

HIGHEST AND BEST USE:

Whole Property Hold For Commercial Development

Remainder Property Hold For Commercial Development

ACQUISITION COMPENSATION:

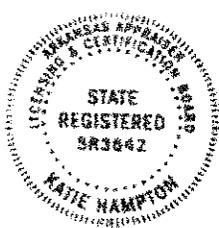
Before			
Land: 66,108± SF @ \$8.00/SF	\$	528,900	
Improvements: NA	\$		
Total:		\$	528,900
After			
Land: 54,399± SF @ \$8.00/SF (RND)	\$	435,200	
Improvements: Not Applicable	\$		
Total		\$	<u>435,200</u>

FAIR MARKET VALUE OF ACQUISITION	\$	93,700
Plus: TCE	\$	<u>3,100</u>
Total Compensation as of: March 26, 2019	\$	96,800

ALLOCATION OF COMPENSATION

Land: 11,709± SF @ \$8.00/SF (RND)	\$	93,700
Permanent Easement: NA	\$	
Temporary Construction Easement: 1,914± SF @ Rental Value (RND)	\$	3,100
Improvements: NA	\$	
Damages: Not Applicable	\$	
Cost to Cure Items: Not Applicable	\$	
Total Compensation:	\$	<u>96,800</u>

Katie R. Hampton
 Katie Reed Hampton, SR3642
 REED & ASSOCIATES, INC



Shannon Reed Mueller
 Shannon Reed Mueller, CG2302
 REED & ASSOCIATES, INC.



Date of Report: September 16, 2019

RIGHT-OF-WAY EASEMENT

PARCEL NO. 815-30889-000
TRACT NO. 2

STATE OF ARKANSAS
COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of \$1.00 and other valuable considerations to the undersigned, **HUD-OX, LLC**, paid the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto the City of Springdale, Arkansas, a municipal corporation (herein styled Grantee), its successors and assigns forever, the right of way and easement for the purpose of constructing, maintaining, repairing and replacing a public street and utility lines on, over, across and under the following described real estate, to-wit:

Property Description

A TRACT OF LAND AS DESCRIBED IN WARRANTY DEED, FILE NUMBER 2018-3435 OF THE INSTRUMENT RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

SAID TRACT OF LAND BEING DESIGNATED AS PARCEL NUMBER 815-30889-000.

Permanent Street Right-of-Way Description

A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN WARRANTY DEED FILE NUMBER 2018-3435:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE N87°26'36"W A DISTANCE OF 14.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N87°26'36"W A DISTANCE OF 60.39 FEET TO THE NEW WESTERLY RIGHT OF WAY LINE OF SOUTH 56TH STREET; THENCE ALONG SAID NEW RIGHT OF WAY LINE, N02°15'47"E A DISTANCE OF 191.44 FEET; THENCE LEAVING SAID NEW RIGHT OF WAY LINE, S87°29'38"E A DISTANCE OF 60.62 FEET; THENCE S00°51'00"W A DISTANCE OF 49.98 FEET; THENCE S02°51'18"W A DISTANCE OF 141.53 FEET TO THE POINT OF BEGINNING. CONTAINING 11,709 SQ.FT., MORE OR LESS.

Temporary Easement Description

A TEN FOOT (10') TEMPORARY CONSTRUCTION EASEMENT LYING ADJACENT TO AND PARALLEL WITH THE PERMANENT STREET RIGHT OF WAY OR AS SHOWN ON THE ATTACHED EXHIBIT

It is hereby understood and agreed that the party securing this grant in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

TO HAVE AND TO HOLD the same unto the said City of Springdale, Arkansas, and to its successors and assigns forever.

WITNESS the execution hereof this the ____ day of _____, 2018.

Grantor:

(Authorized Representative Signature)

(Printed Name)

ACKNOWLEDGEMENT

STATE OF ARKANSAS
COUNTY OF _____

BE IT REMEMBER, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting personally appeared _____, Who acknowledged that he (she) is duly authorized to execute the foregoing instrument for the above described GRANTOR, and further stated and acknowledged that he (she) has executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this ____ day of _____, 2018.

Notary Public

My commission expires _____



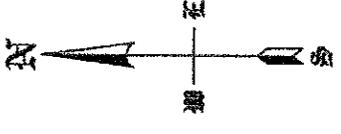
ENGINEERING SERVICES INC.
1207 SOUTH OLD MISSOURI RD.
SPRINGDALE, ARKANSAS 72764

RIGHT-OF-WAY - EXHIBIT for
SOUTH 56TH STREET
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

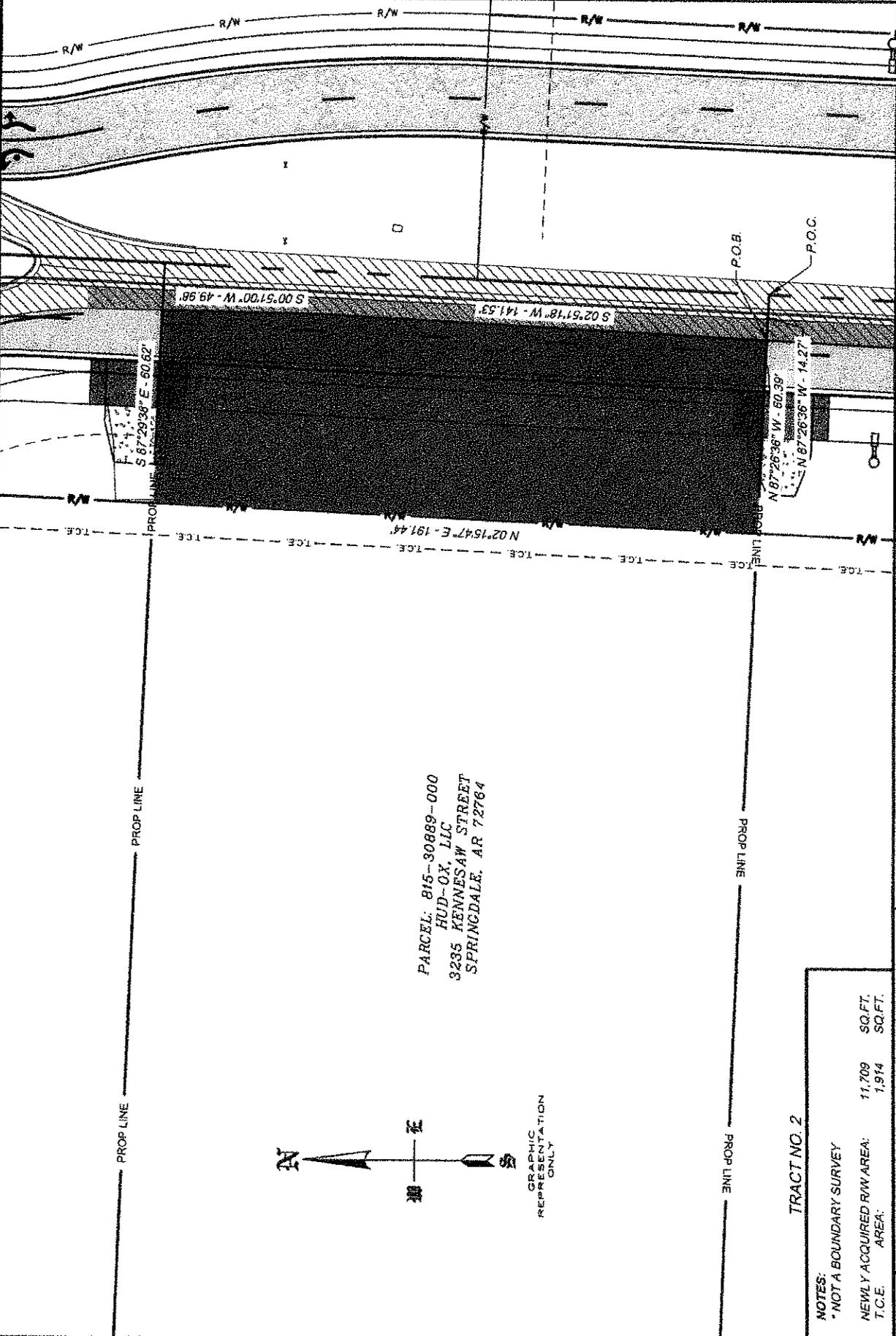
<p>NOTES: * NOT A BOUNDARY SURVEY</p>	<p>NEWLY ACQUIRED R/W AREA: 11,709 SQ.FT. T.C.E. AREA: 1,974 SQ.FT.</p>
<p>NO. 14628 SCALE: 1"=40'</p>	<p>40 ACRE LINE EXISTING RIGHT OF WAY LINE PROPERTY LINE EXISTING ROAD EDGE PROPOSED CURB PROPOSED RIGHT OF WAY AREA PRESCRIPTIVE RIGHT OF WAY AREA</p>
<p>May 26, 2018</p>	<p>A</p>

TRACT NO. 2

PARCEL: 815-30889-000
HUD-0X, LLC
3235 KENNESAW STREET
SPRINGDALE, AR 72764



GRAPHIC REPRESENTATION ONLY



HUD-OC, LLC
Appraisal Report for 3700 S. 56th Street
Springdale, AR 72764
February 27, 2020

Summary Comparison of Reed and Arkansas Commercial Appraisal Company Reports.

	Square Foot Size	per SQ FT	Reed dated 9/16/2019
Whole Property	66,108	8.00	528,900.00
Remainder of Property	<u>54,399</u>	8.00	<u>435,200.00</u>
Sub Total	11,709	8.00	93,700.00
Plus TCE	<u>1,914</u>		<u>3,100.00</u>
Damage to Market Value			√ <u><u>96,800.00</u></u>

	Square Foot Size	per SQ FT	Arkansas Commercial Appraisal Company dated 2/27/2020
Whole Property	66,108	11.28	746,000.00
Remainder of Property	<u>54,399</u>	11.28	<u>613,868.77</u>
Sub Total	11,709	11.28	132,131.23
Plus TCE	<u>1,914</u>		<u>3,100.00</u>
Damage to Market Value			√ <u><u>135,231.23</u></u>

James Barton Hudspeth
Hud-Ox, LLC

APPRAISAL REPORT

VACANT LAND

3700 S 56th St
Springdale, Arkansas 72762



PREPARED FOR

Justin Brown
AVP-Appraisal Review Officer
Legacy National Bank
PO Box 6490
Springdale, AR 72766
Legacy National Bank File No: Hud-Ox, LLC



**ARKANSAS COMMERCIAL
APPRAISAL COMPANY**
COMMERCIAL REAL ESTATE VALUATION

PO BOX 242381
LITTLE ROCK, AR 72223

Arkansas Commercial Appraisal Company File No: ACAC-20127



**ARKANSAS COMMERCIAL
APPRAISAL COMPANY**
COMMERCIAL REAL ESTATE VALUATION

**ARKANSAS COMMERCIAL
APPRAISAL COMPANY**

PO Box 242381
Little Rock, AR 72223
+1 (501) 269-8947

February 27, 2020

Justin Brown
AVP-Appraisal Review Officer
Legacy National Bank
PO Box 6490
Springdale, AR 72766

RE: Vacant Land
3700 S 56th St
Springdale, Arkansas 72762

Arkansas Commercial Appraisal Company File No: ACAC-20127
Legacy National Bank File No: Hud-Ox, LLC

Mr. Brown:

Arkansas Commercial Appraisal Company is proud to present the appraisal that satisfies the agreed upon scope of work with Legacy National Bank. The subject is vacant land totaling 66,647 SF (1.53 AC) located in Springdale, Washington County, Arkansas. The property is situated near the newly developed intersection of Don Tyson Parkway and S 56th St, just west of I-49. The subject was listed for sale as of the effective date of this appraisal, marketing brochure can be found in the Addenda section of the appraisal report.

The purpose of this appraisal is to develop an opinion of the market value of the subject property's fee simple interest in the As-Is condition. The following table conveys the final opinion of value that is developed in this appraisal:

VALUATION SCENARIO	INTEREST APPRAISED	DATE	VALUE
As-Is	Fee Simple	February 25, 2020	\$746,000

This report conforms to the current Uniform Standards of Professional Appraisal Practice (USPAP), and the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA) standards.

Extraordinary Assumptions - The use of an extraordinary assumption(s) may have impacted the results of the assignment. The size of the property as stated in the legal description provided by the client is an accurate representation of the subject property as of the effective date of this appraisal. It is extraordinarily assumed the pending condemnation (City of Springdale) of 11,709 SF of the property along S 56th St for street widening purposes has not occurred.

Hypothetical Conditions - No Hypothetical Conditions were made for this assignment.



**ARKANSAS COMMERCIAL
APPRAISAL COMPANY**
COMMERCIAL REAL ESTATE VALUATION

If there are any specific questions or concerns regarding the attached appraisal report, or if Arkansas Commercial Appraisal Company can be of additional assistance, please contact me below.

Sincerely,

ARKANSAS COMMERCIAL APPRAISAL COMPANY

John B. McLean, MAI

Principal

Certified General Real Estate Appraiser

Arkansas License No. CG2919

Expiration Date 6/30/2020

(501) 269-8947

john.mclean@arkansascommercialappraisal.com



PLAT MAP



RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO APPLY FOR STBGP-A FUNDING FOR RIGHT-OF-WAY ACQUISITION AND UTILITY RELOCATION FOR DON TYSON PARKWAY FROM GENE GEORGE BLVD TO HIGHWAY 112

WHEREAS, the City of Springdale sees the need to extend Don Tyson Parkway from Gene George Blvd to Highway 112, and

WHEREAS, the extension of Don Tyson Parkway west to Highway 112 is regionally important to improve east – west access from Highway 112 to I49, Highway 71B and Highway 265, and

WHEREAS, due to the regional significance of the project, STBGP-A funding may be available, and

WHEREAS, of the estimated right-of-way and utility relocation cost of \$2,500,000.00, the City intends to submit an application requesting 80% STBGP-A funding (\$2,000,000.00) and provide the required match of 20% (\$500,000.00);

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

- The City of Springdale is committed to the Don Tyson Parkway extension project and recognizes its regional significance.
- The required matching funds are committed in an amount not to exceed \$500,000.00.

PASSED AND APPROVED this ____ day of May, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
Existing Surface Transportation Block Grant Program –
Attributable (STBGP-A) Project Funding Request
FFY2021

STBGP-A Funding Background:

In 2012, the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) designated the Fayetteville-Springdale-Rogers, AR-MO urbanized area as a Transportation Management Area (TMA). This TMA designation provides Surface Transportation Block Grant Program – Attributable (STBGP-A) funds to the Northwest Arkansas Regional Planning Commission (NWARPC) based on the 2010 Census Urbanized Area population of 295,083. Under current Fixing America’s Surface Transportation (FAST) Act, STBGP-A funds can be utilized for all eligible transportation projects at the discretion of the Metropolitan Planning Organization (MPO), which is the Northwest Arkansas Regional Planning Commission/ Policy Committee (NWARPC). Availability of FFY 2021 and subsequent years funds are subject to Congressional action.

The MPO will use the following guidelines to allocate STBGP-A funds:

- 1.1 **Staffing.** Up to \$200,000 may be utilized for MPO staffing purposes.
- 1.2 **Project Types.** (FAST Act Guidance: <https://www.fhwa.dot.gov/fastact/factsheets/stbgfs.cfm>)
 - 1.2.1 **Projects of Regional Significance.** From the remaining funds after staffing, STBGP-A funds will be utilized for Projects of Regional Significance. Regional Significance is defined as an improvement to major routes such as north/south corridors and the east/west corridors and frontage roads that improve access, reduce crash rates, and/or to relieve congestion to the north/south routes. Plans and Studies may be included as regional projects.
 - 1.2.2 **Other Projects.** From the remaining funds after staffing, up to 20% may be utilized for other eligible projects that increase capacity.
 - 1.2.3 In the case of emergency for full expenditure of funds, the Policy Committee can authorize funding for any eligible projects.

- 1.3 **Project Selection and Scoring.** All projects will be scored utilizing the same criteria. Project selection will be based on the overall number of projects submitted, availability of funding, and demonstrated need.
- 1.4 **Minimum Project Size.** The proposed project shall be a minimum of \$125,000 for engineering design projects and \$1,250,000 for construction projects. An exception may be made to these minimum amounts to ensure obligation of funds.
- 1.5. **Maximum Amount Per Project Sponsor.** A goal is to allocate no more than 50% of the Regionally Significant funds to a project sponsor in one year. There is the understanding that Regionally Significant funding should be equitably distributed within the Urbanized Area over time.
- 1.6. **Funding of Phased Projects.** When the first year of project funding includes engineering funding (design, engineering and environmental), there will be at least a one year gap before receiving funding for ROW, utilities, and construction. Funding once a project has been selected for STBGP-A will then be reviewed annually for next phases.
- 1.7 **Obligation of Funds.** All projects awarded must meet the obligation deadline of September 30, 2020. (Note: The project will need to be through the ARDOT process and submitted to FHWA by the end of August to obligate funds.)
- 1.9 **Project Selection Criteria. Projects will be evaluated and scored based on the six categories listed below:**
- Congestion Management
 - Regional Significance/Connectivity
 - Safety
 - Overall Improvement to the Transportation System
 - Project Design
 - Project Continuation, Partnership, Cost-Sharing
- 1.10 **Federal-Aid Project Requirements.** Projects are required to be designed to AASHTO and Federal Standards/Guidelines - PE/Environmental, Engineering/Design, ROW, and Utility Relocation.

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
Existing Surface Transportation Block Grant Program –
Attributable (STBGP-A) Project Funding Request
FFY2021

Project Sponsor Data:

Applicant: City of Springdale Phone Number: (479) 750-8105

Contact: Brad Baldwin E-mail: bbaldwin@springdalear.gov

Partners: City of Johnson ArDOT Job No. 040717

General Project Data:

Project Title: Don Tyson Pwy Extension West

Project Description: Provide a major collector from Don Tyson Round-about at Gene George Blvd to Hwy 112

Project Purpose: Connect I49 at Don Tyson Interchange to Hwy 112

Project Funding and Future Needs:

2021: Phase: R/W Acquisition & Utility Relocation Amount: \$ 2,500,000.00 Project Funding Needed for

2022: Phase: _____ Amount: _____ Project Funding Needed for

2023: Phase: _____ Amount: _____ Project Funding for 2023 and

beyond: Phase: _____ Amount: _____

Federal Fiscal Year (Oct 1 to Sep 30)

	2021				2022				2023				2024+			
	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep												
Design																
Environmental																
Utilities						XX	XX									
Right-of-Way			XX	XX	XX											
Construction																

Note: Place an X in each period for the duration of each phase.

Authorizing Resolution Number: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

NOTICE OF NONDISCRIMINATION

The Northwest Arkansas Regional Planning Commission (NWARPC) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the NWARPC does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in NWARPC's programs and activities, as well as the NWARPC's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the NWARPC's nondiscrimination policies may be directed to Celia Scott-Silkwood, AICP, Regional Planner – EEO/DBE (ADA/504/Title VI Coordinator), 1311 Clayton, Springdale, AR 72762, (479) 751-7125, (Voice/TTY 7-1-1 or 1-800-285-1131) or the following email address: cscott-silkwood@nwarpc.org. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille. If information is needed in another language, contact Celia Scott-Silkwood. Si se necesita informacion en otro idioma, comuniquese Celia Scott-Silkwood, cscott-silkwood@nwarpc.org.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO APPLY FOR STBGP-A FUNDING FOR ACQUISITION OF RIGHT-OF-WAY AND RELOCATION OF FRANCHISE UTILITIES FOR GENE GEORGE BLVD FROM DON TYSON PARKWAY TO JOHNSON MILL ROAD

WHEREAS, the Cities of Springdale and Johnson have received STP-A funding for the design of Gene George Blvd widening from Don Tyson Parkway to Johnson Mill Boulevard,

WHEREAS, using the procurement procedures required by State Law, the Cities have retained Engineering Services, Inc. to perform the project design,

WHEREAS, project design has been completed and there is a need to purchase right-of-way and relocate utilities where necessary,

WHEREAS, the City of Springdale is responsible for 70% of the 20% local match and the City of Johnson is responsible for 30% of the 20% local match,

<u>Funding Source</u>	<u>Percent Share</u>	<u>Cost Share</u>
Federal Aid	80%	\$ 2,560,000.00
City of Springdale	14%	\$ 448,000.00
City of Johnson	6%	\$ 192,000.00
Project Totals	100%	\$ 3,200,000.00

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

- The City of Springdale is committed to the Gene George Blvd project from Don Tyson Parkway to Johnson Mill Road and recognizes its regional significance.
- The required matching funds are committed in an amount not to exceed \$448,000.00.

PASSED AND APPROVED this ____ day of May, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
Existing Surface Transportation Block Grant Program –
Attributable (STBGP-A) Project Funding Request
FFY2021

STBGP-A Funding Background:

In 2012, the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) designated the Fayetteville-Springdale-Rogers, AR-MO urbanized area as a Transportation Management Area (TMA). This TMA designation provides Surface Transportation Block Grant Program – Attributable (STBGP-A) funds to the Northwest Arkansas Regional Planning Commission (NWARPC) based on the 2010 Census Urbanized Area population of 295,083. Under current Fixing America’s Surface Transportation (FAST) Act, STBGP-A funds can be utilized for all eligible transportation projects at the discretion of the Metropolitan Planning Organization (MPO), which is the Northwest Arkansas Regional Planning Commission/ Policy Committee (NWARPC). Availability of FFY 2021 and subsequent years funds are subject to Congressional action.

The MPO will use the following guidelines to allocate STBGP-A funds:

- 1.1 **Staffing.** Up to \$200,000 may be utilized for MPO staffing purposes.
- 1.2 **Project Types.** (FAST Act Guidance: <https://www.fhwa.dot.gov/fastact/factsheets/stbgfs.cfm>)
 - 1.2.1 **Projects of Regional Significance.** From the remaining funds after staffing, STBGP-A funds will be utilized for Projects of Regional Significance. Regional Significance is defined as an improvement to major routes such as north/south corridors and the east/west corridors and frontage roads that improve access, reduce crash rates, and/or to relieve congestion to the north/south routes. Plans and Studies may be included as regional projects.
 - 1.2.2 **Other Projects.** From the remaining funds after staffing, up to 20% may be utilized for other eligible projects that increase capacity.
 - 1.2.3 In the case of emergency for full expenditure of funds, the Policy Committee can authorize funding for any eligible projects.

- 1.3 **Project Selection and Scoring.** All projects will be scored utilizing the same criteria. Project selection will be based on the overall number of projects submitted, availability of funding, and demonstrated need.
- 1.4 **Minimum Project Size.** The proposed project shall be a minimum of \$125,000 for engineering design projects and \$1,250,000 for construction projects. An exception may be made to these minimum amounts to ensure obligation of funds.
- 1.5. **Maximum Amount Per Project Sponsor.** A goal is to allocate no more than 50% of the Regionally Significant funds to a project sponsor in one year. There is the understanding that Regionally Significant funding should be equitably distributed within the Urbanized Area over time.
- 1.6. **Funding of Phased Projects.** When the first year of project funding includes engineering funding (design, engineering and environmental), there will be at least a one year gap before receiving funding for ROW, utilities, and construction. Funding once a project has been selected for STBGP-A will then be reviewed annually for next phases.
- 1.7 **Obligation of Funds.** All projects awarded must meet the obligation deadline of September 30, 2020. (Note: The project will need to be through the ARDOT process and submitted to FHWA by the end of August to obligate funds.)
- 1.9 **Project Selection Criteria. Projects will be evaluated and scored based on the six categories listed below:**
- Congestion Management
 - Regional Significance/Connectivity
 - Safety
 - Overall Improvement to the Transportation System
 - Project Design
 - Project Continuation, Partnership, Cost-Sharing
- 1.10 **Federal-Aid Project Requirements.** Projects are required to be designed to AASHTO and Federal Standards/Guidelines - PE/Environmental, Engineering/Design, ROW, and Utility Relocation.

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
Existing Surface Transportation Block Grant Program –
Attributable (STBGP-A) Project Funding Request
FFY2021

Project Sponsor Data:

Applicant: City of Springdale Phone Number: (479) 750-8105

Contact: Brad Baldwin E-mail: bbaldwin@springdalear.gov

Partners: City of Johnson ArDOT Job No. 040680

General Project Data:

Project Title: 56th St extension project - Don Tyson Pkwy (DTP) to Johnson Mill Blvd (Phase II)

Project Description: Widen & extend 56th St from Don Tyson Pkwy to Johnson Mill Blvd

Project Purpose: Connect 56th St & west end of DTP to I49 at Johnson Interchange

Project Funding and Future Needs:

2021: Phase: R/W Acquisition & Utility Relocation Amount: \$ 3,200,000.00 Project Funding Needed for

2022: Phase: _____ Amount: _____ Project Funding Needed for

2023: Phase: _____ Amount: _____ Project Funding for 2023 and

beyond: Phase: _____ Amount: _____

Federal Fiscal Year (Oct 1 to Sep 30)

	2021				2022				2023				2024+			
	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep												
Design																
Environmental																
Utilities				XX	XX											
Right-of-Way	XX	XX	XX													
Construction																

Note: Place an X in each period for the duration of each phase.

Authorizing Resolution Number: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

NOTICE OF NONDISCRIMINATION

The Northwest Arkansas Regional Planning Commission (NWARPC) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the NWARPC does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in NWARPC's programs and activities, as well as the NWARPC's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the NWARPC's nondiscrimination policies may be directed to Celia Scott-Silkwood, AICP, Regional Planner – EEO/DBE (ADA/504/Title VI Coordinator), 1311 Clayton, Springdale, AR 72762, (479) 751-7125, (Voice/TTY 7-1-1 or 1-800-285-1131) or the following email address: cscott-silkwood@nwarpc.org. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille. If information is needed in another language, contact Celia Scott-Silkwood. Si se necesita informacion en otro idioma, comuniquese Celia Scott-Silkwood, cscott-silkwood@nwarpc.org.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A DEVELOPMENT AGREEMENT WITH SPRINGDALE DOWNTOWN, LLC, FOR SIDEWALK IMPROVEMENTS ON E. JOHNSON AVENUE, N. SPRING STREET, AND N. COMMERCIAL STREET; TO WAIVE COMPETITIVE BIDDING; AND DECLARING AN EMERGENCY

WHEREAS, Springdale Downtown, LLC, has submitted a Large Scale Development Plan (L20-05), known as the Emma Street Mixed Use Development project, to the City of Springdale, Arkansas;

WHEREAS, certain sidewalk improvements ("the Improvements") are needed to portions of E. Johnson Avenue, N. Spring Street, and N. Commercial Street in order to promote, encourage, and protect pedestrian traffic in Downtown Springdale;

WHEREAS, it is beneficial that the Improvements be made in conjunction with the Emma Street Mixed Use Development project, as the costs of the Improvements will be much less if included in the Emma Street Mixed Use Development project;

WHEREAS, incorporated herein by reference and attached hereto as Exhibit "A" is a proposed Development Agreement (the "Development Agreement") between the City of Springdale and Springdale Downtown, LLC, to construct the Improvements, as set out in the Development Agreement, the cost of which to be paid by _____;

WHEREAS, Ark. Code Ann. § 14-58-303 states that "[t]he governing body, by ordinance, may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical";

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

Section 1: That the Mayor and City Clerk are hereby authorized to execute the Development Agreement with Springdale Downtown, LLC for sidewalk improvements to portions of E. Johnson Avenue, N. Spring Street, and N. Commercial Street.

Section 2: Due to the costs related to such improvements being made by Springdale Downtown, LLC, other exceptional circumstances involved, competitive bidding is not feasible or practical and is hereby waived for the sidewalk improvements to portions of E. Johnson Avenue, N. Spring Street, and N. Commercial Street as set forth in the Development Agreement, and that payment for costs associated with these improvements be paid from _____ in an amount not to exceed \$ _____.

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

PASSED AND APPROVED this _____ day of _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

DEVELOPMENT AGREEMENT

This agreement made and entered into this ____ day of _____, 2020, by and between the City of Springdale, Arkansas, hereafter referred to as "City", and Springdale Downtown, LLC, hereafter referred to as "the Developer".

WITNESSETH:

WHEREAS, the Developer has submitted a Large Scale Development Plan (L20-05), known as the Emma Street Mixed Use Development project, to the City of Springdale, Arkansas;

WHEREAS, certain sidewalk improvements ("the Improvements") are needed to portions of E. Johnson Avenue, N. Spring Street, and N. Commercial Street in order to promote, encourage, and protect pedestrian traffic in Downtown Springdale;

WHEREAS, it is beneficial that the Improvements be made in conjunction with the Emma Street Mixed Use Development project, as the costs of the Improvements will be much less if included in the Emma Street Mixed Use Development project;

WHEREAS, the City desires to enter into an agreement with the Developer to include the Improvements into their development project, with the City being responsible for reimbursement to the Developer for all costs associated with the Improvements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **SIDEWALK IMPROVEMENTS.** The Developer agrees to undertake and construct 316 linear feet of sidewalk on E. Johnson Avenue, N. Spring Street, and N. Commercial Street, as shown on the attached Exhibit "A".

2. **COST REIMBURSEMENT TERMS.** The City agrees to reimburse the Developer for the actual construction costs of the Improvements as shown on the attached Exhibit "B", with the total amount to be paid by the City not to exceed \$_____.

3. **PAYMENT TERMS:** Payments will be made to the Developer by the City upon the submission of documented invoices as improvements have been completed and reviewed and approved by the City Engineer with sufficient evidence that all payments to contractors have been made. Paid invoices and/or copies of consultants time records pertaining to the project shall be required to be submitted to the City Engineer before payment is made. Payments will be made as requested by the Developer and after determination by the City Engineer that sufficient progress is being made on the work.

Requests for payment shall be remitted to:

Brad Baldwin
Director of Engineering
201 Spring St.
Springdale, AR 72762
bbaldwin@springdalear.gov

With a copy to:

Wyman Morgan
Director Finance & Administration
201 Spring St.
Springdale, AR 72762
wmorgan@springdalear.gov

4. COMPLETE AGREEMENT. It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of this contract unless expressly provided herein, and that this document constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

CITY OF SPRINGDALE, ARKANSAS

By: _____
Doug Sprouse, Mayor

By: _____
Denise Pearce, City Clerk

SPRINGDALE DOWNTOWN, LLC

By: _____
Yume Rudzinski



March 2, 2020

Patsy Christie
Planning & Community Development
201 Spring Street
Springdale, AR 72764

Re: City of Springdale New Sidewalk

Dear Patsy:

We are pleased to present to you our Guaranteed Maximum Price for adding 316 linear feet of sidewalk on Johnson Ave. and Commercial St. Our pricing is based on google map imaging and site visit.

Sidewalk Guaranteed Maximum Price (GMP):	\$21,224.00
Alternate 1 New Curb and Gutter Guaranteed Maximum Price (GMP):	\$17,766.00
Total Cost for Sidewalk and Alternate 1 New Curb and Gutter (GMP):	\$38,990.00

Please note the following **Qualifications** that are incorporated into this GMP estimate:

1. Assumed fill to a depth of 1'. Fill in excess of 1' depth is excluded.
2. Building permit cost are excluded.
3. Please note that the above pricing is contingent on being constructed during the Mixed-Use Building construction. Pricing is subject to change if completed at another time.

Should you have any questions whatsoever, please do not hesitate to contact me personally.

Sincerely,

Baldwin & Shell Construction Company

A handwritten signature in blue ink, appearing to read "R Short".

Roger Short | Director of Preconstruction
Northwest Arkansas Division

Attachments:
Statement of Cost

Cc: Mr. Patrick Tenney, AIA



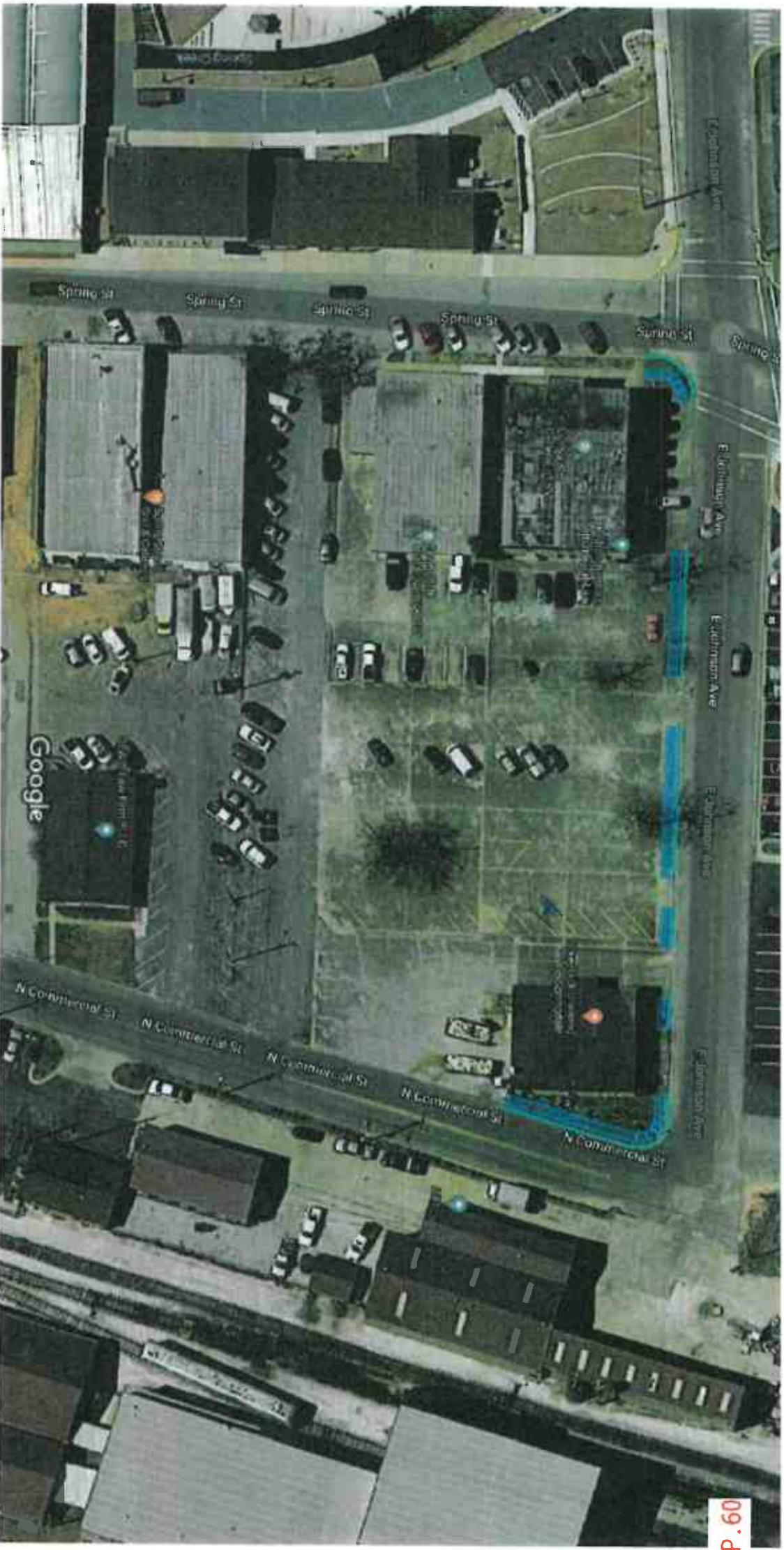
City of Springdale New Sidewalk - 3/2/2020

Description	Quantity	Unit Cost	Total Cost	\$/SF
311000-Site Preparation and Earthwork				
311000.01 Strip and Haul off Grass/ Topsoil	1,582 sf	\$ 1.50	\$ 2,373	\$ 0.24
311000.02 Compaction	1,582 sf	\$ 1.00	\$ 1,582	\$ 0.16
311000.03 Assumed 1' Undercut and Replacement with Select Fill	68 cy	\$ 42.00	\$ 2,856	\$ 0.29
311000.04 Erosion Control	1 ls	\$ 1,300.00	\$ 1,300	\$ 0.13
Subtotal 311000-Site Preparation and Earthwork			\$ 8,111	\$ 0.81
321000-Site Concrete				
321000.01 5' Concrete Sidewalks and Class 7 Base	316 lf	\$ 28.79	\$ 9,098	\$ 0.91
Subtotal 321000-Site Concrete			\$ 9,098	\$ 0.91
Subtotal Direct Cost of Work	10,000 GBSF		\$ 17,209	\$ 1.72
010000-General Requirements				
010000.01 General Conditions - N/A		\$ -	\$ -	\$ -
Subtotal 010000 General Requirements			\$ -	\$ -
000700-Insurance/Permits				
000700.01 Comprehensive Liability and Builder's Risk Insurance	1.1017%	\$ 21,223.65	234	\$ 0.02
Subtotal 000700-Insurance/Permits	1.1017%	\$ 21,223.65	234	\$ 0.02
000000-Contingency and Bonding				
000000.01 CM/GC Contingency	8.0000%	\$ 21,223.65	\$ 1,698	\$ 0.17
000000.02 Bonding (Based on Lowest Bracket)	0.7250%	\$ 21,223.65	\$ 154	\$ 0.02
Subtotal 000000-Contingency and Bonding			\$ 1,852	\$ 0.19
Subtotal Direct and Indirect Costs of the Work	10,000 GBSF	\$ 19,294.22	\$ 19,294	\$ 1.93
Overhead and Profit	10.00%	\$ 19,294.22	\$ 1,929	\$ 0.19
Total Project Cost for Sidewalk			\$ 21,224	\$ 2.12

Alternate 1 New Curb and Gutter				
Demo Curb and Gutter	342 lf	\$ 7.50	\$ 2,565	\$ 0.26
New Curb and Gutter	342 lf	\$ 20.00	\$ 6,840	\$ 0.68
Asphalt Patch Allowance	1 allw	\$ 3,000.00	\$ 3,000	\$ 0.30
Traffic Barrels/ Barricades	1 ls	\$ 1,200.00	\$ 1,200	\$ 0.12
Lane Closure	2 day	\$ 400.00	\$ 800	\$ 0.08
Subtotal-Alternate 1			\$ 14,405	\$ 1.44
000700-Insurance/Permits				
000700.01 Comprehensive Liability and Builder's Risk Insurance	1.1017%	\$ 17,765.88	\$ 196	\$ 0.02
Subtotal 000700-Insurance/Permits	1.1017%	\$ 17,765.88	\$ 196	\$ 0.02
000000-Contingency and Bonding				
000000.01 CM/GC Contingency	8.0000%	\$ 17,765.88	\$ 1,421	\$ 0.14
000000.02 Architect's Contingency	1.0 ls	\$ -	\$ -	\$ -
000000.02 Bonding (Based on Lowest Bracket)	0.7250%	\$ 17,765.88	\$ 129	\$ 0.01
Subtotal 000000-Contingency and Bonding			\$ 1,550	\$ 0.16
Alternate 1 Subtotal			\$ 16,151	\$ 1.62
Overhead and Profit	10.00%	\$ 16,150.80	\$ 1,615	\$ 0.16
Alternate 1 Total			\$ 17,766	\$ 1.78

Total Project Cost Including New Sidewalk and Curb and Gutter			\$ 38,990	\$ 3.90
--	--	--	------------------	----------------

**Please note the above pricing is contingent on being constructed during the Mixed Use Building construction. Pricing is subject to change if done at another time.*



Imagery ©2020 State of Arkansas, Washington County, Map data ©2020 20 ft

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING THE
GUARANTEED MAXIMUM PRICE FOR
THE RENOVATION OF TYSON PARK
PROJECT # 18BPP2**

WHEREAS, Arkansas Statute 19-11-801 provides for the employment of a construction manager for public improvement projects, and

WHEREAS, the renovation of Tyson Park has been designed and bids taken from sub-contractors, and

WHEREAS, Flintco, LLC has proposed a guaranteed maximum price of \$4,979,897 for the renovation Tyson Park.

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

1. The City Council accepts the guaranteed maximum price of \$4,979,897 submitted by Flintco LLC for the renovation of Tyson Park.
2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the guaranteed maximum price.

PASSED AND APPROVED this 26th day of May, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

 **AIA** Document A133™ – 2009 Exhibit A**Guaranteed Maximum Price Amendment**

for the following PROJECT:
(Name and address or location)

Tyson Park Renovation
4303 Watkins Avenue
Springdale, AR

THE OWNER:
(Name, legal status and address)

City of Springdale
201 Spring Street
Springdale, AR 72764

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Flintco, Limited Liability Company
184 E. Fantinel Blvd
Springdale, AR 72762

ARTICLE A.1**§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four Million Nine Hundred Seventy-Nine Thousand Eight Hundred Ninety-Seven Dollars (\$ 4,979,897), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

PROJECT REQUIREMENTS	\$	74,514.00
GENERAL CONDITIONS	\$	312,401.00
BID PACKAGE #31A EARTHWORK AND DEMOLITION	\$	369,167.00
BID PACKAGE #32C ASPHALT	\$	219,680.00
BID PACKAGE #32D - LANDSCAPING	\$	32,700.00
BID PACKAGE #32B - FENCES & GATES + REPAIRS ALLOWANCE	\$	32,579.00
BUILDING PACKAGE #32E - PAVEMENT MARKING & WHEEL STOPS	\$	9,950.00
BID PACKAGE #3B - SITE CONCRETE	\$	321,493.00
BID PACKAGE #10A - SHADE STRUCTURES - FURNISH & INSTALL	\$	29,176.00
BID PACKAGE #10B' SPORTS EQUIPMENT - BASKETBALL	\$	4,845.00
BID PACKAGE #10C - SPLASH PARK (FLOW THROUGH WATER SERVICE)	\$	215,075.00
BID PACKAGE #13A - PREFAB RESTROOM & EQUIPMENT BAY	\$	260,900.00
BID PACKAGE #22A - PLUMBING UTILITY - SPLASH PARK & RESTROOM	\$	45,662.00
ELECTRICAL - MUSCO EQUIPMENT	\$	1,608,598.07
ELECTRICAL - FIELD LIGHTING INSTALLATION	\$	547,910.00
ELECTRICAL - SPLASH PARK + PARKING LOT EXPANSION	\$	203,000.00
Testing Allowance	\$	10,000.00
Undercut & Replace Soils Contingency	\$	25,000.00
Conduit & Utility Repair Allowance	\$	40,000.00
Concession Stand Remodel Allowance	\$	100,000.00
BONDS & INSURANCE:	\$	143,802.32
CM CONTINGENCY:	\$	99,597.94
FEES:	\$	273,846.82

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

NA

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Materials Testing	\$10,000
Undercut & Replace Unsuitable Soils	\$25,000
Conduit & Utility Repair	\$40,000
Concessions Remodel Allowance	\$100,000

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Exhibit B

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Init.

Document Title Date Pages

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

SPECIFICATIONS FOR THE CONSTRUCTION OF CITY OF SPRINGDALE RANDALL TYSON PARK
(Row deleted)

SPRINGDALE, AR

Division	Description	Number	Revision	Issued Date
00 - Procurement and Contracting Requirements				
	Table of Contents	110	0	4/10/2020
03 - Concrete				
	Concrete	03 00 00	0	4/10/2020
18 - SPD Details, Street & Drainage				
	Springdale Standard Details for Street and Drainage Construction	18.1029	0	4/10/2020
31 - Earthwork				
	Site Preparation and Clearing	31 11 00	0	4/10/2020
	Tree Protection and Trimming	31 13 00	0	4/10/2020
	Site Grading	31 22 00	0	4/10/2020
	Excavation and Fill	31 23 00	0	4/10/2020
	Rock Removal	31 23 16	0	4/10/2020
	Storm Water Pollution Prevention Plan	31 25 00	0	4/10/2020
	Rip-Rap	31 37 16	0	4/10/2020
32 - Exterior Improvements				
	Crushed Stone Base Course	32 11 16	0	4/10/2020
	Asphalt Paving	32 12 16	0	4/10/2020
	Pavement Markings	32 17 23	1	4/10/2020
	Seeding	32 92 19	0	4/10/2020
	Hydro Seeding	32 92 20	0	4/10/2020
33 - Sanitary Utilities				
	Water Utilities	33 10 00	0	4/10/2020
	Sanitary Sewerage	33 30 00	0	4/10/2020
	Storm Drain Structures	33 44 00	0	4/10/2020
GC - General Civil Specifications				
	General Civil Specifications	GCS-00	0	4/10/2020
It - Springdale Water Utilities				
	Springdale Water Utilities	Item 6	0	4/10/2020
SP - Special Provisions				
	Special Provisions	SP0	0	4/10/2020
	Basketball Courts	SP1	0	4/10/2020
	Ruffneck Max Equipment Specs	SP1.2	0	4/23/2020
	Basketball Court Striping Diagram	SP1.3	0	4/23/2020
	Sand Volleyball Courts	SP2	0	4/10/2020
	Foul Netting Systems & Restrooms	SP3 & SP4	0	4/10/2020
VE - SPD Secs, Street & Drainage				
	Springdale Standard Specifications for Street and Drainage Construction	Ver. 4	0	4/10/2020

AIA Document A133™ – 2009 Exhibit A. Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:10:25 ET on 05/15/2020 under Order No.7772483407 which expires on 09/17/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1332246329)

Init.

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Drawing No.	Drawing Title	Revision	Drawing Date
0	CIVIL COVER SHEET	0	4/23/2020
1	OVERALL LAYOUT	0	4/23/2020
2	LITTLE LEAGUE FIELDS SIDEWALK REHAB	0	4/23/2020
3	SOFTBALL FIELDS SIDEWALK REHAB	0	4/23/2020
4	BASEBALL FIELDS SIDEWALK REHAB	0	4/23/2020
5	PARKING LOT B EXPANSION & A.D.A. CROSSING	0	4/23/2020
6	PARKING LOT A EXPANSION/ SITE AMENITIES	0	4/23/2020
7	EAST SOCCER FIELDS ADA ACCESS	0	4/23/2020
8	MIRACLE FIELDS PARKING LOT EXPANSION	0	4/23/2020
9	LIGHTING REHAB PLAN	0	4/23/2020
10	TYPICAL DETAILS	0	4/23/2020
11	TYPICAL DETAILS	0	4/23/2020
12	STORM WATER POLLUTION PREVENTION PLAN	0	4/23/2020
13	STORM WATER POLLUTION PREVENTION PLAN	0	4/23/2020
14	LANDSCAPE PLAN	0	5/11/2020

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Document	Title	Date
Exhibit B	Clarifications & Assumptions	May 19 th , 2020

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

Two hundred and forty-four calendar days (244) from date of a notice to proceed or the receipt of a building permit

OWNER *(Signature)*

Wyman Morgan
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Brent Farmer, Vice President/Area Manager
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A133™ – 2009 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:10:25 ET on 05/15/2020.

PAGE 1

Tyson Park Renovation
4303 Watkins Avenue
Springdale, AR

...

City of Springdale
201 Spring Street
Springdale, AR 72764

...

Flintco, Limited Liability Company
184 E. Fantinel Blvd
Springdale, AR 72762

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four Million Nine Hundred Seventy-Nine Thousand Eight Hundred Ninety-Seven Dollars (\$ 4,979,897.), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

<u>PROJECT REQUIREMENTS</u>	\$ 74,514.00
<u>GENERAL CONDITIONS</u>	\$ 312,401.00
<u>BID PACKAGE #31A EARTHWORK AND DEMOLITION</u>	\$ 369,167.00
<u>BID PACKAGE #32C ASPHALT</u>	\$ 219,680.00
<u>BID PACKAGE #32D - LANDSCAPING</u>	\$ 32,700.00
<u>BID PACKAGE #32B - FENCES & GATES + REPAIRS ALLOWANCE</u>	\$ 32,579.00
<u>BUILDING PACKAGE #32E - PAVEMENT MARKING & WHEEL STOPS</u>	\$ 9,950.00
<u>BID PACKAGE #3B - SITE CONCRETE</u>	\$ 321,493.00
<u>BID PACKAGE #10A - SHADE STRUCTURES - FURNISH & INSTALL</u>	\$ 29,176.00
<u>BID PACKAGE #10B' SPORTS EQUIPMENT - BASKETBALL</u>	\$ 4,845.00
<u>BID PACKAGE #10C - SPLASH PARK (FLOW THROUGH WATER SERVICE)</u>	\$ 215,075.00
<u>BID PACKAGE #13A - PREFAB RESTROOM & EQUIPMENT BAY</u>	\$ 260,900.00
<u>BID PACKAGE #22A - PLUMBING UTILITY - SPLASH PARK & RESTROOM</u>	\$ 45,662.00
<u>ELECTRICAL - MUSCO EQUIPMENT</u>	\$ 1,608,598.07
<u>ELECTRICAL - FIELD LIGHTING INSTALLATION</u>	\$ 547,910.00

Additions and Deletions Report for AIA Document A133™ – 2009 Exhibit A. Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:10:25 ET on 05/15/2020 under Order No.7772483407 which expires on 09/17/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1332246329)

P.061

<u>ELECTRICAL - SPLASH PARK + PARKING LOT EXPANSION</u>	\$ 203,000.00
<u>Testing Allowance</u>	\$ 10,000.00
<u>Undercut & Replace Soils Contingency</u>	\$ 25,000.00
<u>Conduit & Utility Repair Allowance</u>	\$ 40,000.00
<u>Concession Stand Remodel Allowance</u>	\$ 100,000.00
<u>BONDS & INSURANCE:</u>	\$ 143,802.32
<u>CM CONTINGENCY:</u>	\$ 99,597.94
<u>FEES:</u>	\$ 273,846.82

...

NA

...

<u>Materials Testing</u>	<u>\$10,000</u>
<u>Undercut & Replace Unsuitable Soils</u>	<u>\$25,000</u>
<u>Conduit & Utility Repair</u>	<u>\$40,000</u>
<u>Concessions Remodel Allowance</u>	<u>\$100,000</u>

...

See Exhibit B

PAGE 3

SPECIFICATIONS FOR THE CONSTRUCTION OF CITY OF SPRINGDALE RANDALL TYSON PARK

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>	
<u>SPRINGDALE, AR</u>				
<u>Division</u>	<u>Description</u>	<u>Number</u>	<u>Revision</u>	<u>Issued Date</u>
<u>00 - Procurement and Contracting Requirements</u>	<u>Table of Contents</u>	110	0	4/10/2020
<u>03 - Concrete</u>	<u>Concrete</u>	03 00 00	0	4/10/2020
<u>18 - SPD Details, Street & Drainage</u>	<u>Springdale Standard Details for Street and Drainage Construction</u>	18.1029	0	4/10/2020
<u>31 - Earthwork</u>	<u>Site Preparation and Clearing</u>	31 11 00	0	4/10/2020
	<u>Tree Protection and Trimming</u>	31 13 00	0	4/10/2020
	<u>Site Grading</u>	31 22 00	0	4/10/2020
	<u>Excavation and Fill</u>	31 23 00	0	4/10/2020
	<u>Rock Removal</u>	31 23 16	0	4/10/2020
	<u>Storm Water Pollution Prevention Plan</u>	31 25 00	0	4/10/2020
	<u>Rip-Rap</u>	31 37 16	0	4/10/2020
<u>32 - Exterior Improvements</u>	<u>Crushed Stone Base Course</u>	32 11 16	0	4/10/2020
	<u>Asphalt Paving</u>	32 12 16	0	4/10/2020
	<u>Pavement Markings</u>	32 17 23	1	4/10/2020
	<u>Seeding</u>	32 92 19	0	4/10/2020

Additions and Deletions Report for AIA Document A133™ – 2009 Exhibit A. Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:10:25 ET on 05/15/2020 under Order No. 7772483407 which expires on 09/17/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1332246329)

	<u>Hydro Seeding</u>	<u>32 92 20</u>	<u>0</u>	<u>4/10/2020</u>
<u>33 - Sanitary Utilities</u>				
	<u>Water Utilities</u>	<u>33 10 00</u>	<u>0</u>	<u>4/10/2020</u>
	<u>Sanitary Sewerage</u>	<u>33 30 00</u>	<u>0</u>	<u>4/10/2020</u>
	<u>Storm Drain Structures</u>	<u>33 44 00</u>	<u>0</u>	<u>4/10/2020</u>
<u>GC - General Civil Specifications</u>				
	<u>General Civil Specifications</u>	<u>GCS-00</u>	<u>0</u>	<u>4/10/2020</u>
<u>It - Springdale Water Utilities</u>				
	<u>Springdale Water Utilities</u>	<u>Item 6</u>	<u>0</u>	<u>4/10/2020</u>
<u>SP - Special Provisions</u>				
	<u>Special Provisions</u>	<u>SP0</u>	<u>0</u>	<u>4/10/2020</u>
	<u>Basketball Courts</u>	<u>SP1</u>	<u>0</u>	<u>4/10/2020</u>
	<u>Ruffneck Max Equipment Specs</u>	<u>SP1.2</u>	<u>0</u>	<u>4/23/2020</u>
	<u>Basketball Court Striping Diagram</u>	<u>SP1.3</u>	<u>0</u>	<u>4/23/2020</u>
	<u>Sand Volleyball Courts</u>	<u>SP2</u>	<u>0</u>	<u>4/10/2020</u>
	<u>Foul Netting Systems & Restrooms</u>	<u>SP3 & SP4</u>	<u>0</u>	<u>4/10/2020</u>
<u>VE - SPD Secs. Street & Drainage</u>				
	<u>Springdale Standard Specifications for Street and Drainage Construction</u>	<u>Ver. 4</u>	<u>0</u>	<u>4/10/2020</u>

PAGE 4

(Either list the Drawings ~~here~~, here or refer to an exhibit attached to this Agreement.)

<u>Number</u>	<u>Title</u>	<u>Date</u>
---------------	--------------	-------------

<u>Drawing No.</u>	<u>Drawing Title</u>	<u>Revision</u>	<u>Drawing Date</u>
<u>0</u>	<u>CIVIL COVER SHEET</u>	<u>0</u>	<u>4/23/2020</u>
<u>1</u>	<u>OVERALL LAYOUT</u>	<u>0</u>	<u>4/23/2020</u>
<u>2</u>	<u>LITTLE LEAGUE FIELDS SIDEWALK REHAB</u>	<u>0</u>	<u>4/23/2020</u>
<u>3</u>	<u>SOFTBALL FIELDS SIDEWALK REHAB</u>	<u>0</u>	<u>4/23/2020</u>
<u>4</u>	<u>BASEBALL FIELDS SIDEWALK REHAB</u>	<u>0</u>	<u>4/23/2020</u>
<u>5</u>	<u>PARKING LOT B EXPANSION & A D A CROSSING</u>	<u>0</u>	<u>4/23/2020</u>
<u>6</u>	<u>PARKING LOT A EXPANSION/ SITE AMENITIES</u>	<u>0</u>	<u>4/23/2020</u>
<u>7</u>	<u>EAST SOCCER FIELDS ADA ACCESS</u>	<u>0</u>	<u>4/23/2020</u>
<u>8</u>	<u>MIRACLE FIELDS PARKING LOT EXPANSION</u>	<u>0</u>	<u>4/23/2020</u>
<u>9</u>	<u>LIGHTING REHAB PLAN</u>	<u>0</u>	<u>4/23/2020</u>
<u>10</u>	<u>TYPICAL DETAILS</u>	<u>0</u>	<u>4/23/2020</u>
<u>11</u>	<u>TYPICAL DETAILS</u>	<u>0</u>	<u>4/23/2020</u>
<u>12</u>	<u>STORM WATER POLLUTION PREVENTION PLAN</u>	<u>0</u>	<u>4/23/2020</u>
<u>13</u>	<u>STORM WATER POLLUTION PREVENTION PLAN</u>	<u>0</u>	<u>4/23/2020</u>
<u>14</u>	<u>LANDSCAPE PLAN</u>	<u>0</u>	<u>5/11/2020</u>

...

<u>Document</u>	<u>Title</u>	<u>Date</u>
<u>Exhibit B</u>	<u>Clarifications & Assumptions</u>	<u>May 19th, 2020</u>

...

Two hundred and forty-four calendar days (244) from date of a notice to proceed or the receipt of a building permit

...

Wyman Morgan

Brent Farmer, Vice President/Area Manager

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:10:25 ET on 05/15/2020 under Order No. 7772483407 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)