

Next scheduled Committee Meeting will be held in the Council Chambers/Zoom Remote, 201 Spring Street, Springdale, Arkansas.

- The next Committee Meeting - Monday, June 1, 2020
- Committee agendas will be available on Friday, May 29, 2020.

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS
ZOOM REMOTE
TUESDAY, May 26th, 2020**

- 5:55 p.m. Pre Meeting Activities
- Pledge of Allegiance
Invocation – Mike Lawson
- 6:00 p.m. **OFFICIAL AGENDA**
1. *Large Print* agendas are available.
 2. Call to Order – Mayor Doug Sprouse
 3. Roll Call – Denise Pearce, City Clerk
Recognition of a Quorum.
 4. Comments from Citizens
The Council will hear brief comments from citizens present at the meeting during this period on issues not on the Agenda. No action will be taken tonight. All comments will be taken under advisement.
 5. Approval of Minutes – May 12th, 2020 **Pgs. 1 - 6**
 6. Economic Development Quarterly Report – Scott Edmondson, VP of Economic Development, Springdale Chamber of Commerce
 7. Procedural Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) 8., 11. & 13.F. Motion must be approved by two-thirds (2/3) of the council members).*
 8. **An Ordinance** approving and ratifying a petition for consolidation of the City of Bethel Heights, Arkansas, into the City of Springdale, Arkansas, and calling for a Special Election, pursuant to Ark. Code Ann. §14-40-1201, **et seq.**, and to declare an emergency. Ordinance presented by Ernest Cate, City Attorney. **Pgs. 6 - 10**
 9. **A Resolution** confirming an appointment to the Advertising and Promotion Commission of the City of Springdale. Resolution presented by Mayor Sprouse. **Pgs. 11 & 12**
 10. **A Resolution** authorizing the grant of a Water/Sewer Easement to the Springdale Water and Sewer Commission Across Property owned by the City of Springdale, Washington County, Arkansas. Property located on west side of Spring Street. Resolution presented by Wyman Morgan, Administrative and Financial Services Director. **Pgs. 13 - 17**
 11. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development:
An Ordinance amending Ordinance No. 3307 the same being the zoning ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands (1.5 acres, Washington County Parcel 815-30871-000 bordered by I-49 on the East) from

Agricultural District (A-1) to Thoroughfare Commercial District (C-5) and declaring an emergency. **Pgs. 18 - 20**

12. Police and Fire Committee, Chairman Brian Powell

- A. **A Resolution** authorizing a contract for EMS billing with Digitech Computer,, LLC. Resolution forwarded from Committee with recommendation for approval. **Pgs. 21 - 52**
- B. **A Resolution** for the purchase of a UTV by the Springdale Fire Department. Resolution forwarded from Committee with recommendation for approval. **Pgs. 53 & 54**

13. Street and Capital Improvement Committee, Chairman Rick Evans

- A. **A Resolution** authorizing the settlement of a condemnation lawsuit wherein Oak Grove Properties, LLC., is the Defendant, for the Gene George Blvd. – Bleaux Ave to Elm Springs Rd. Project (Project No. 18BPS1), Tracts 56C and 56D. Resolution forwarded from Committee with recommendation for approval. **Pg. 55**
- B. **A Resolution** authorizing the expenditure of funds to acquire a portion of land from Hud-Ox, LLC., for the 56th Street South, Phase 1 Project (Project No. 18BPS11). Resolution forwarded from Committee with recommendation for approval. **Pgs. 56 - 66**
- C. **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 forwarded from Committee with recommendation for approval. **Pgs. 67 - 76**
- D. **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. Resolution forwarded from Committee with recommendation for approval. **Pgs. 77 - 107**
- E. **A Resolution** authorizing the execution of an Engineering Services Contract for the Kendrick Avenue Street Improvement Project. Resolution forwarded from Committee with recommendation for approval. **Pgs. 108 - 113**
- F. **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. Resolution forwarded from Committee with recommendation for approval. **Pgs. 108 - 113**

14. Parks and Recreation Committee, Mike Lawson

A Resolution accepting the Guaranteed Maximum Price for the Renovation of Tyson Park Project #18BPP2. Resolution forwarded from Committee with recommendation for approval. **Pgs. 114 - 123**

15. Comments from Council Members.

16. Comments from City Attorney.

17. Comments from Mayor.

18. Adjournment.

SPRINGDALE CITY COUNCIL
MAY 12, 2020

The City Council of the City of Springdale met in regular session on Tuesday, May 12, 2020, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Amelia Williams	Ward 3
Jeff Watson	Ward 3
Mike Overton	Ward 2
Jim Reed	Ward 1
Mike Lawson	Ward 4
Rick Evans	Ward 2
Brian Powell	Ward 1
Kathy Jaycox	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Mike Irwin	Fire Chief
Mike Peters	Police Chief
Wyman Morgan	Director of Financial Services
Patsy Christie	Planning & Comm. Dev. Director
Brad Baldwin	Eng. & Public Works Director

APPROVAL OF MINUTES

Council Member Jaycox moved the minutes of the April 28, 2020 City Council meeting be approved as presented. Council Member Evans made the second.

There was a voice vote of all ayes and no nays.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Reed made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Council Member Jaycox made the second.

The vote:

Yes: Jaycox, Williams, Watson, Overton, Reed, Lawson, Evans, Powell

No: None

ORDINANCE NO. 5472 – AMENDING SECTION 112-8 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; AND FOR OTHER PURPOSES (PROCEDURES FOR THE SUBDIVISION OF LAND IN THE CITY OF SPRINGDALE)

Planning Director Patsy Christie presented an Ordinance amending Section 112-8 of the Code of Ordinances of the City of Springdale, Arkansas; and for other purposes. Chapter 112 of the Code of Ordinances contains the procedures for the subdivision of land in the City of Springdale and contains the regulations and requirements for development plans. Section 112-8 needs to be amended in its entirety to clarify, update, and replace the regulations and requirements for development plans.

A public hearing was held at the May 5, 2020 Planning Commission meeting.

After reading the title of the Ordinance, Council Member Overton moved the Ordinance "Do Pass". Council Member Reed made the second.

The vote:

Yes: Williams, Watson, Overton, Reed, Lawson, Evans, Powell, Jaycox

No: None

The Ordinance was numbered 5472.

ORDINANCE NO. 5473 – ACCEPTING THE FINAL PLAT OF PHASE I OF HYLTON PLACE SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Final Plat of Phase I of Hylton Place Subdivision, located on the east side of Butterfield Coach Road, south of Bowen Drive, to the City of Springdale, Arkansas, and declaring an emergency.

A public hearing was held at the May 5, 2020 Planning Commission meeting.

After reading the title of the Ordinance, Council Member Reed moved the Ordinance "Do Pass". Council Member Evans made the second.

The vote:

Yes: Watson, Overton, Reed, Lawson, Evans, Powell, Jaycox, Williams

No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Jaycox made the second.

The vote:

Yes: Overton, Reed, Lawson, Evans, Powell, Jaycox, Williams, Watson

No: None

The Ordinance was numbered 5473.

ORDINANCE NO. 5474 – ACCEPTING THE REPLAT OF LOTS 1 AND 2 OF HAMMITT-EOFF BUSINESS CENTER, A COMMERCIAL SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Replat of Lots 1 and 2 of Hammitt-Eoff Business Center, a commercial subdivision located on the southwest corner of Haile Lane and 40th Street to the City of Springdale, Arkansas, and declaring an emergency.

A public hearing was held at the May 5, 2020 Planning Commission meeting.

After reading the title of the Ordinance, Council Member Evans moved the Ordinance "Do Pass". Council Member Jaycox made the second.

The vote:

Yes: Reed, Lawson, Evans, Powell, Jaycox, Williams, Watson, Overton

No: None

Council Member Jaycox moved the Emergency Clause be adopted. Council Member Reed made the second.

The vote:

Yes: Lawson, Evans, Powell, Jaycox, Williams, Watson, Overton, Reed

No: None

The Ordinance was numbered 5474.

PROPOSED RESOLUTION APPROVING A WAIVER REQUEST BY CHRIS ELDER FOR STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO PROPERTY BORDERED ON THE WEST BY SOUTH WEST END STREET IN CONNECTION WITH L20-10 A LARGE SCALE DEVELOPMENT

Engineering Director Brad Baldwin said he was informed by the Engineer for the Chris Elder project up for discussion tonight that they would like this item pulled from the agenda. If they do come back for a waiver request, they will go back before the Planning Commission.

RESOLUTION NO. 51-20 – AUTHORIZING PAYMENT OF AN INVOICE FOR PROJECT NO. 18BPC1, SPRINGDALE MUNICIPAL CAMPUS

Council Member Jeff Watson presented a Resolution authorizing payment of an invoice for \$1,132,918.83 to Milestone Construction Company LLC for Project No. 18BPC1, Springdale Municipal Campus.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING PAYMENT OF AN INVOICE
PROJECT NO. 18BPC1**

WHEREAS, Springdale municipal code sec. 2-158 requires approval of the governing body before paying any bill that exceeds \$1,000,000, and

WHEREAS, the City of Springdale has contracted with Milestone Construction Company, LLC to construct/renovate the Springdale Municipal Campus, and

WHEREAS, The City has received an invoice for \$1,132,918.83 for construction expenses for April 2020.

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 pay Milestone Construction Company, LLC \$1,132,918.83 with funds from the 2018 Bond Construction Fund.

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

Council Member Reed moved the Resolution be adopted. Council Member Jaycox made the second.

The vote:

Yes: Evans, Powell Jaycox, Williams, Watson, Overton, Reed, Lawson

No: None

The Resolution was numbered 51-20.

RESOLUTION NO. 52-20 – ACCEPTING THE GUARANTEED MAXIMUM PRICE FOR THE CONSTRUCTION OF SPRINGDALE FIRE TRAINING FACILITY PROJECT #18BPF7

Council Member Brian Powell presented a Resolution accepting the guaranteed maximum price for the construction of Springdale Fire Training Facility Project #18BPF7.

RESOLUTION NO. ____

A RESOLUTION ACCEPTING THE GUARANTEED MAXIMUM PRICE FOR THE CONSTRUCTION OF SPRINGDALE FIRE TRAINING FACILITY (PROJECT # 18BPF7)

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

WHEREAS, fire training facility has been designed and bids taken from sub-contractors, and

WHEREAS, Flintco, LLC has proposed a guaranteed maximum price of \$2,805,890 for the construction of the fire training facility.

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 \$2,805,890 submitted by Flintco LLC for the construction of the fire training facility.
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 ____ day of May, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Reed moved the Resolution be adopted. Council Member Jaycox made the second.

The vote:

Yes: Powell Jaycox, Williams, Watson, Overton, Reed, Lawson, Evans

No: None

The Resolution was numbered 52-20.

ORDINANCE NO. 5475 – ACCEPTING THE NORTHWEST ARKANSAS NATIONAL AIRPORT SECOND RESTATED AND AMENDED AGREEMENT, PURSUANT TO ARK. CODE ANN. §14-362-103; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

Council Member Mike Overton presented an Ordinance accepting the Northwest Arkansas National Airport second restated and amended agreement pursuant to Ark. Code Ann. §14-362-103; declaring an emergency and for other purposes.

The City of Springdale, Arkansas, is a member of the Northwest Arkansas Regional Airport Authority, having previously authorized this participation by Ordinance. The members of the Northwest Arkansas Regional Airport Authority have been governed by a First Amended Northwest Arkansas Regional Airport Authority Agreement, approved by the City of Springdale, Arkansas, by the passage of Ordinance No. 1991 on March 26, 1991, and by the passage of Ordinance No. 2021 on July 9, 1991.

The Northwest Arkansas Regional Airport Authority Agreement is in need of further revision, known as the Northwest Arkansas National Airport Second Restated and Amended Agreement. Ark. Code Ann. §14-362-103 provides that no municipality shall participate in a regional airport authority unless and until its governing body so provides by ordinance and enters into an agreement with the other participating governmental units establishing the terms and conditions for the operation of the regional airport authority. The City of Springdale wishes to continue its participation in the Northwest Arkansas Regional Airport Authority, and wishes to ratify the Agreement.

After reading the title of the Ordinance, Council Member Jaycox moved the Ordinance “Do Pass”. Council Member Evans made the second.

The vote:

Yes: Jaycox, Williams, Watson, Overton, Reed, Lawson, Evans, Powell

No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Jaycox made the second.

The vote:

Yes: Williams, Watson, Overton, Reed, Lawson, Evans, Powell, Jaycox

SPRINGDALE CITY COUNCIL
MAY 12, 2020

No: None

The Ordinance was numbered 5475.

ADJOURNMENT

Council Member Overton made the motion to adjourn. Council Member Reed made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 6:29 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND RATIFYING A PETITION FOR CONSOLIDATION OF THE CITY OF BETHEL HEIGHTS, ARKANSAS, INTO THE CITY OF SPRINGDALE, ARKANSAS, AND CALLING FOR A SPECIAL ELECTION, PURSUANT TO ARK. CODE ANN. §14-40-1201, *et seq.*, AND TO DECLARE AN EMERGENCY.

WHEREAS, the City Clerk for the City of Springdale has been presented petitions calling for the consolidation of the City of Bethel Heights into the City of Springdale, pursuant to Ark. Code Ann. §14-40-1201, *et seq.*;

WHEREAS, the City Clerk for the City of Springdale has determined that the petitions are sufficient, as they are signed by the requisite number of qualified electors as provided by Ark. Code Ann. §14-40-1201, *et seq.*, and a copy of the Certificate signed by the City Clerk for the City of Springdale is attached hereto as Exhibit "A";

WHEREAS, the City Clerk for the City of Bethel Heights has been presented petitions calling for the consolidation of the City of Bethel Heights into the City of Springdale, pursuant to Ark. Code Ann. §14-40-1201, *et seq.*;

WHEREAS, the City Clerk for the City of Bethel Heights has determined that the petitions are sufficient, as they are signed by the requisite number of qualified electors as provided by Ark. Code Ann. §14-40-1201, *et seq.*, and a copy of the Certificate signed by the City Clerk for the City of Bethel Heights is attached hereto as Exhibit "B";

WHEREAS, Ark. Code Ann. §14-40-1201 provides that if the City Clerk of the respective municipalities decides the petitions are sufficient, the Clerks shall notify the petitioners in writing and shall present the petition to the city council of the larger municipal corporation;

WHEREAS, Ark. Code Ann. §14-40-1201(b)(1)(A) provides that when the petitions are presented to the City Council of the larger municipal corporation, the City Council shall pass an ordinance in favor of the annexation and approving and ratifying the petition;

WHEREAS, the City wishes to allow the voters of the City of Springdale and the City of Bethel Heights to exercise their statutory right to decide the issue of the consolidation of the City of Bethel Heights into the City of Springdale at a special election;

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

Section 1. Pursuant to Ark. Code Ann. §14-40-1201(b)(1), the petitions calling for the consolidation of the City of Bethel Heights into the City of Springdale are hereby approved and ratified, and the City is in favor of the annexation/consolidation of the City of Bethel Heights into the City of Springdale.

Section 2. Pursuant to Ark. Code Ann. §14-40-1201(b)(2), the petitioners' representative(s) are directed to file the petitions, together with a certified copy of this Ordinance, in the office of the County Clerk of Washington County, Arkansas, and the County Clerk of Benton County, Arkansas.

Section 3. Upon presentment of the aforementioned, a special election shall be called on the question of the consolidation of the City of Bethel Heights into the City of Springdale, as provided by Ark. Code Ann. §14-40-1202, and the Mayor and City Council of each of the municipal corporations shall select two (2) judges and one (1) clerk for each of the wards or

other divisions having the qualifications of electors, to act as judges and clerks of election within the respective wards.

Section 4. 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:

Ernest B. Cate, City Attorney



SPRINGDALE
WE'RE MAKING IT HAPPEN

www.SpringdaleAR.gov

May 20, 2020

Bill Watkins, Attorney
bwatkins@watkinslawoffice.com

Dear Bill:

The Springdale City Clerk's Office has now validated that the petitions presented to it pertaining to the proposed consolidation of the City of Bethel Heights into the City of Springdale contain at least 2713 signatures of qualified electors of the City of Springdale (Washington and Benton Counties). Ark. Code Ann. §14-40-120 requires me to notify you (as the authorized representative for the petitioners) that I have certified the sufficiency of the petitions filed with my office. As such, I have enclosed herewith a Certificate stating that the petitions have been found to be sufficient.

As such, I will present the petitions to the Springdale City Council at the next meeting (on Tuesday, May 26, 2020), as well as an Ordinance in favor of the annexation/consolidation and approving and ratifying the petitions pursuant to Ark. Code Ann. §14-40-1201.

Please contact me if you have any questions.

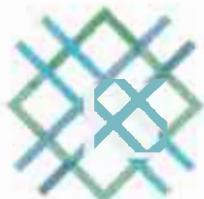
Sincerely,

Denise Pearce

Denise Pearce
City Clerk/Treasurer

enclosure

cc: Mayor Doug Sprouse
City Attorney Ernest B. Cate



SPRINGDALE
WE'RE MAKING IT HAPPEN

www.SpringdaleAR.gov

CERTIFICATE

Beginning March 6, 2020, petitions were filed in the City Clerk's Office for the City of Springdale, Arkansas. The purpose of these petitions is for consolidation of the City of Bethel Heights, Arkansas, into the City of Springdale, Arkansas, pursuant to Ark. Code Ann. §14-40-12.01.

Fifteen percent (15%) of the total number of qualified electors who cast a vote in the City of Springdale for the Mayor's race in 2016 is the required number of signatures to place the question on the ballot.

Washington County	150,86 voters x 15%	=	2,263
Benton County	2,328 voters x 15%	=	350
Total Signatures Required			2,713

The names on the petitions were checked and more than the required total of 2,713 were found to be qualified electors in the City of Springdale.

I, certify that I have validated 2,353 signatures of qualified electors in the City of Springdale, Washington County, Arkansas, and 300 signatures of qualified electors in the City of Springdale, Benton County, Arkansas on these petitions, and as such the petitions are sufficient pursuant to Ark. Code Ann. §14-40-12.01, as the petitioners have enough signatures to place the question on the ballot.

Denise Pearce
Denise Pearce
City Clerk/Treasurer

May 20, 2020
Date

RESOLUTION NO. _____

**A RESOLUTION CONFIRMING AN
APPOINTMENT TO THE ADVERTISING AND
PROMOTION COMMISSION OF THE CITY OF
SPRINGDALE**

WHEREAS, due to the resignation of Jim Bryant Seat #1 the Advertising & Promotion Commission currently has an open chair; and

WHEREAS, A.C.A. 26-75-605 and Ordinance No. 3293 provide that appointments for these positions will be made by the remaining members of the Commission subject to confirmation by the City Council, and

WHEREAS, at the May 2020 meeting of the Advertising and Promotion Commission, the commissioners voted to appoint Mr. Alex Bohn to fill Seat #1, with said term expiring on May 31, 2024 and request the City Council to confirm this appointment; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS hereby confirms the appointment of Mr. Alex Bohn to the A & P Commission to fill Seat #1, with term expiring May 31, 2024.

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

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



May 19, 2020

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

Mayor Sprouse,

On behalf of the Springdale Advertising & Promotion Commission, I would like to recommend Mr. Alex Bohn to fill the hospitality position recently vacated by the resignation of Mr. Jim Bryant.

Mr. Bohn is the manager of US Pizza of Springdale. This is the second US Pizza restaurant he has helped the owners of the franchise open. He has quickly shown an interest in his new hometown, including an effort to learn more about our city as a participant in the Springdale Chamber of Commerce's Experience Springdale program.

His restaurant has quickly become a popular dining option for our region and his dining management perspective will be a valuable addition to the Commission. He and his family own a home in Springdale and Mr. Bohn can immediately be available to serve.

Thank you for your consideration.

Sincerely,



Perry Webb
President and CEO



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE GRANT OF A WATER/SEWER EASEMENT TO THE SPRINGDALE WATER AND SEWER COMMISSION ACROSS PROPERTY OWNED BY THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

WHEREAS, the City of Springdale, Arkansas, owns property located at 418 N. Spring Street, known as Parcel No. 815-22923-000, Washington County, Arkansas ("the Property");

WHEREAS, the Springdale Water and Sewer Commission is in need of a water/sewer easements across the Property for water/sewer improvements, as shown on the map attached to Exhibit "A";

WHEREAS, the water/sewer easement is necessary for the construction and improvement of water/sewer facilities to enhance capacity in the area of the Property, and will be beneficial to future growth and development of the area; and

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached easement document (Exhibit "A") when authorized to do so by Resolution approved by the City Council.

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 the attached easement document granting a water/sewer easement across the Property to the Springdale Water and Sewer Commission.

PASSED AND APPROVED this _____ day of _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned **City of Springdale, Arkansas, a municipal corporation**, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid by the **Springdale Water and Sewer Commission, Springdale, Arkansas**, Grantee, does hereby grant, bargain and sell unto the said **Springdale Water and Sewer Commission, Springdale, Arkansas**, and unto its successors and assigns, an easement for a water transmission line(s), and/or sewer collection or force main line(s), over, under or across the hereinafter described land in **Washington County, Arkansas**, to-wit:

PROPERTY DESCRIPTION (Parcel 815-22923-000):

Starting at the Southeast corner of Lot 1, Block 2 of Holcomb's Addition to the Town (now City) of Springdale, and running North along the West side of Spring Street 125 feet for a beginning corner, thence running West 171 feet, thence North 50 feet, thence East 171 feet to the West line of Spring Street, thence South 50 feet to the point of beginning.

**Subject to easements, right-of-ways, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases, if any.**

As shown on the **Warranty Deed File# 2019-00035068** of the records of the Circuit Clerk and Ex-Officio Recorder, Washington County, Arkansas.

PERMANENT EASEMENT DESCRIPTION: (See Attached "Easement Exhibit")

A permanent utility easement across part of Lot 1, Block 2 of Holcomb's Addition to the Town (now City) of Springdale, Washington County, Arkansas, being more particularly described as follows:

Beginning at the intersection of the northern property line and the western right of way line of Spring Street; thence along said western right of way line, S02°31'26"W a distance of 41.47 feet; thence departing said right of way line N42°10'11"W a distance of 9.45 feet; thence N87°10'07"W a distance of 1.38 feet; thence N02°03'57"E a distance of 4.94 feet; thence N87°56'03"W a distance of 2.50 feet; thence N02°03'57"E a distance of 10.00 feet; thence S87°56'03"E a distance of 2.50 feet; thence N02°01'03"E a distance of 19.74 feet to the northern property line; thence along said northern property line, S87°56'03"E a distance of 8.32 feet to the point of beginning. Containing **331** sq. ft., more or less.

Together with the right of ingress and egress across adjacent lands for the purpose of laying, repairing, inspecting, maintaining, removing, or replacing, said water transmission line(s) and/or sewer collection or force main line(s), and the right of exercising all other rights necessary to carry out the purposes for which this Easement is created.

TO HAVE AND TO HOLD the above described easement and rights unto said Grantee, its successors and assigns, forever or until said right of way is abandoned.

And Grantor agrees to warrant and forever defend all and singular the above described easement and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or seek to claim the same or any part thereof.

This Easement is declared to and does inure to the benefit of the public generally, and shall be binding upon the successors in title to the lands herein described or any other part thereof, their mortgagees, lessees, heirs, administrators, executors, successors, and assigns.

IN WITNESS WHEREOF, the hand(s) and seal(s) of Grantor, is/are hereunto set this the _____ day of _____, 2020.

**City of Springdale, Arkansas
A municipal corporation**

By: _____
Doug Sprouse, Mayor

By: _____
Denise Pearce, City Clerk/Treasurer

ACKNOWLEDGMENT

STATE OF ARKANSAS }
 } SS
COUNTY OF WASHINGTON }

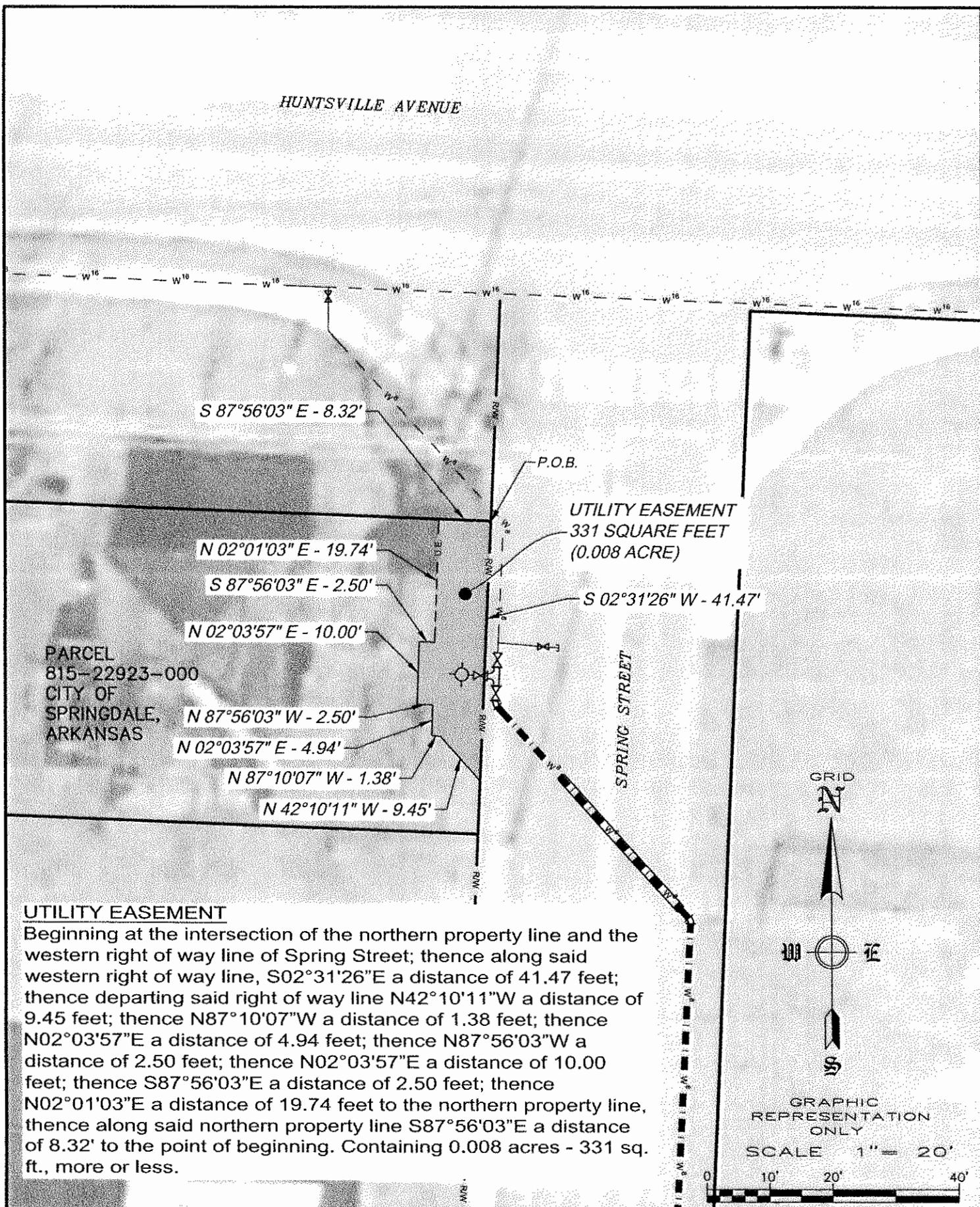
On this the _____ day of _____, 2020, before me, _____, the undersigned Notary Public, personally appeared **Doug Sprouse** and **Denise Pearce** known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who acknowledged themselves to be respectively, the **Mayor** and the **City Clerk/Treasurer** of the **City of Springdale, Arkansas, a municipal corporation**, and that they, as such **Mayor** and **City Clerk/Treasurer**, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

HUNTSVILLE AVENUE



PARCEL
815-22923-000
CITY OF
SPRINGDALE,
ARKANSAS

S 87°56'03" E - 8.32'

N 02°01'03" E - 19.74'

S 87°56'03" E - 2.50'

N 02°03'57" E - 10.00'

N 87°56'03" W - 2.50'

N 02°03'57" E - 4.94'

N 87°10'07" W - 1.38'

N 42°10'11" W - 9.45'

P.O.B.

UTILITY EASEMENT
331 SQUARE FEET
(0.008 ACRE)

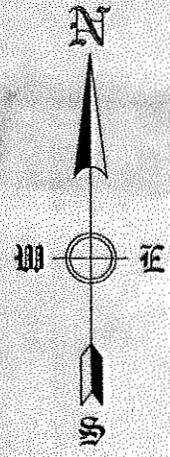
S 02°31'26" W - 41.47'

SPRING STREET

UTILITY EASEMENT

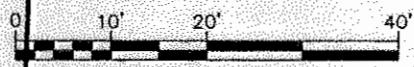
Beginning at the intersection of the northern property line and the western right of way line of Spring Street; thence along said western right of way line, S02°31'26"E a distance of 41.47 feet; thence departing said right of way line N42°10'11"W a distance of 9.45 feet; thence N87°10'07"W a distance of 1.38 feet; thence N02°03'57"E a distance of 4.94 feet; thence N87°56'03"W a distance of 2.50 feet; thence N02°03'57"E a distance of 10.00 feet; thence S87°56'03"E a distance of 2.50 feet; thence N02°01'03"E a distance of 19.74 feet to the northern property line, thence along said northern property line S87°56'03"E a distance of 8.32' to the point of beginning. Containing 0.008 acres - 331 sq. ft., more or less.

GRID



GRAPHIC REPRESENTATION ONLY

SCALE 1" = 20'



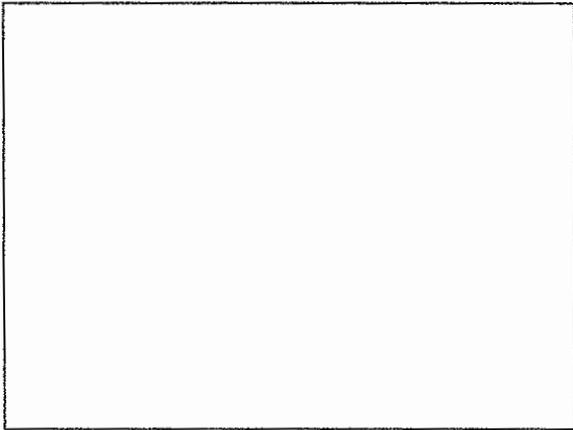
1/1

SCALE: 1" = 20'
DATE: May 15, 2020
DRAWN BY: CA
CHECKED BY: AB
W.O. # 18968

**EASEMENT EXHIBIT
SPRING STREET IMPROVEMENTS
SPRINGDALE, ARKANSAS**



P.17



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO THOROUGHFARE COMMERCIAL DISTRICT (C-5) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of May 5, 2020 for hearing the matter of a petition of WT-LF, LLC, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Thoroughfare Commercial District (C-5).

Layman's Description: Washington County Parcel 815-30871-000

Legal Description:
PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION SIXTEEN (16), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DECRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SE ¼ OF THE NW ¼ OF SAID SECTION 16, SAID POINT BEING FOUND 5/8 INCH REBAR; THENCE ALONG THE EAST LINE OF SAID SE ¼, S02°33'58"W A DISTANCE OF 660.43 FEET TO THE POINT OF BEGINNING AND A SET IRON PIN WITH CAP " PLS 1156", THENCE CONTINUING ALONG SAID EAST LINE , S02°33'58"W A DISTANCE OF 530.66 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 49 AND A FOUND ½ INCH REBAR, THENCE LEAVING SAID EAST LINE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, N18°35'54"W A DISTANCE OF 1.26 FEET TO A FOUND AHTD ALUMINUM MONUMENT, THENCE N18°25'27"W A DISTANCE OF 125.25 FEET TO A FOUND AHTD ALUMINUM MONUMENT; THENCE N28°00'48"W A DISTANCE OF 202.94 FEET TO A FOUND

AHTD ALUMINUM MONUMENT; THENCE N19°56'22"W A DISTANCE OF 229.77 FEET TO A FOUND ½ INCH REBAR, THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, S87°30'55"E A DISTANCE OF 246.19 FEET TO THE POINT OF BEGINNING, CONTAINING 1.50 ACRES, MORE OR LESS , AND SUBJECT TO ALL RIGHTS-OF- WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to Thoroughfare Commercial District (C-5) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to Thoroughfare Commercial District (C-5).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

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

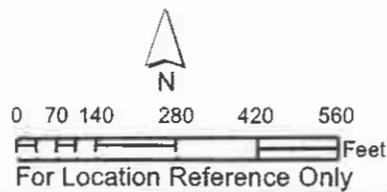
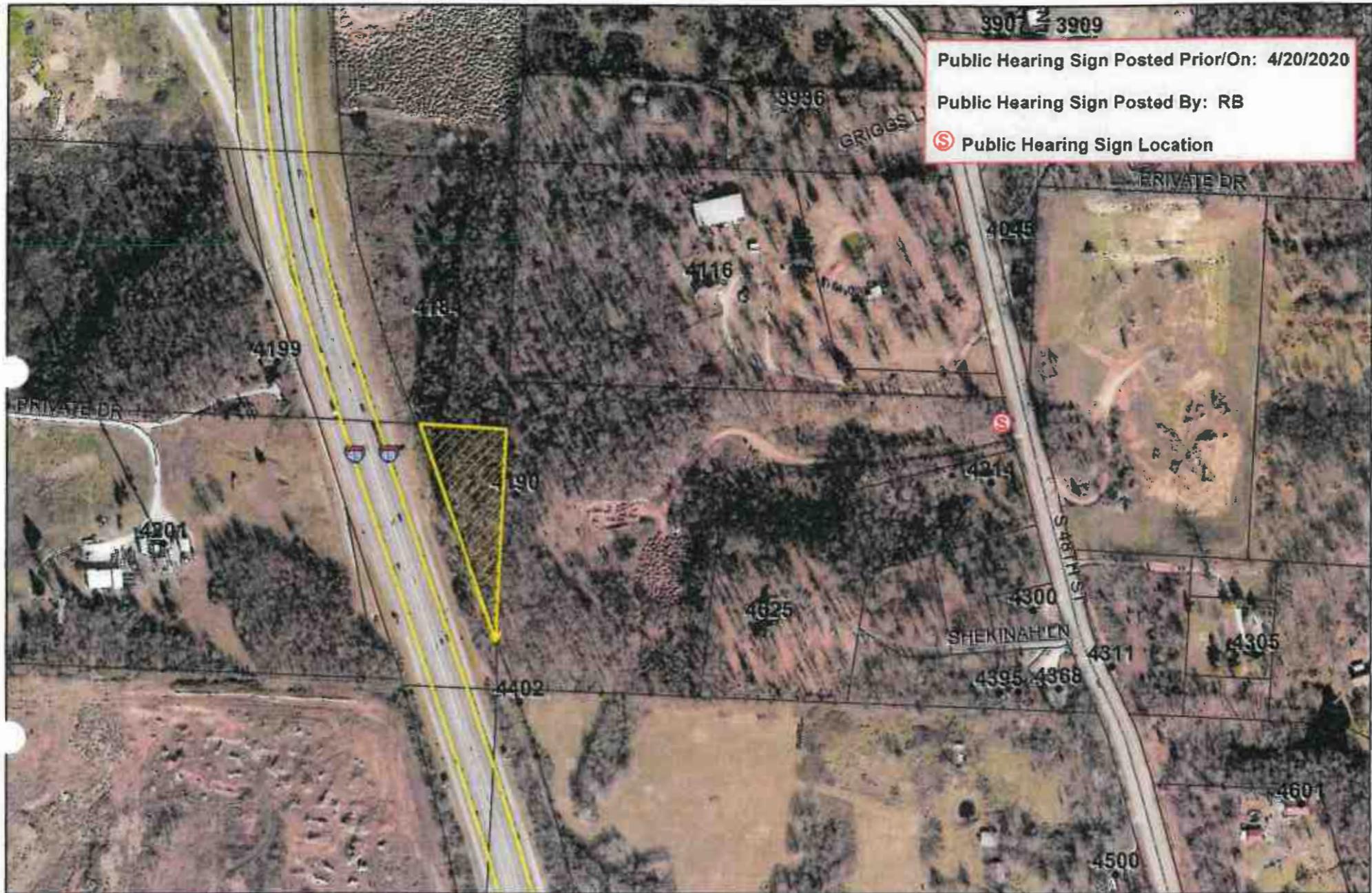
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



FILE NO. R20-13
APPLICANT: WT-LF, LLC
REQUEST: Rezone parcel from A-1 to C-5

PLANNING COMMISSION MEETING
May 5, 2020

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.

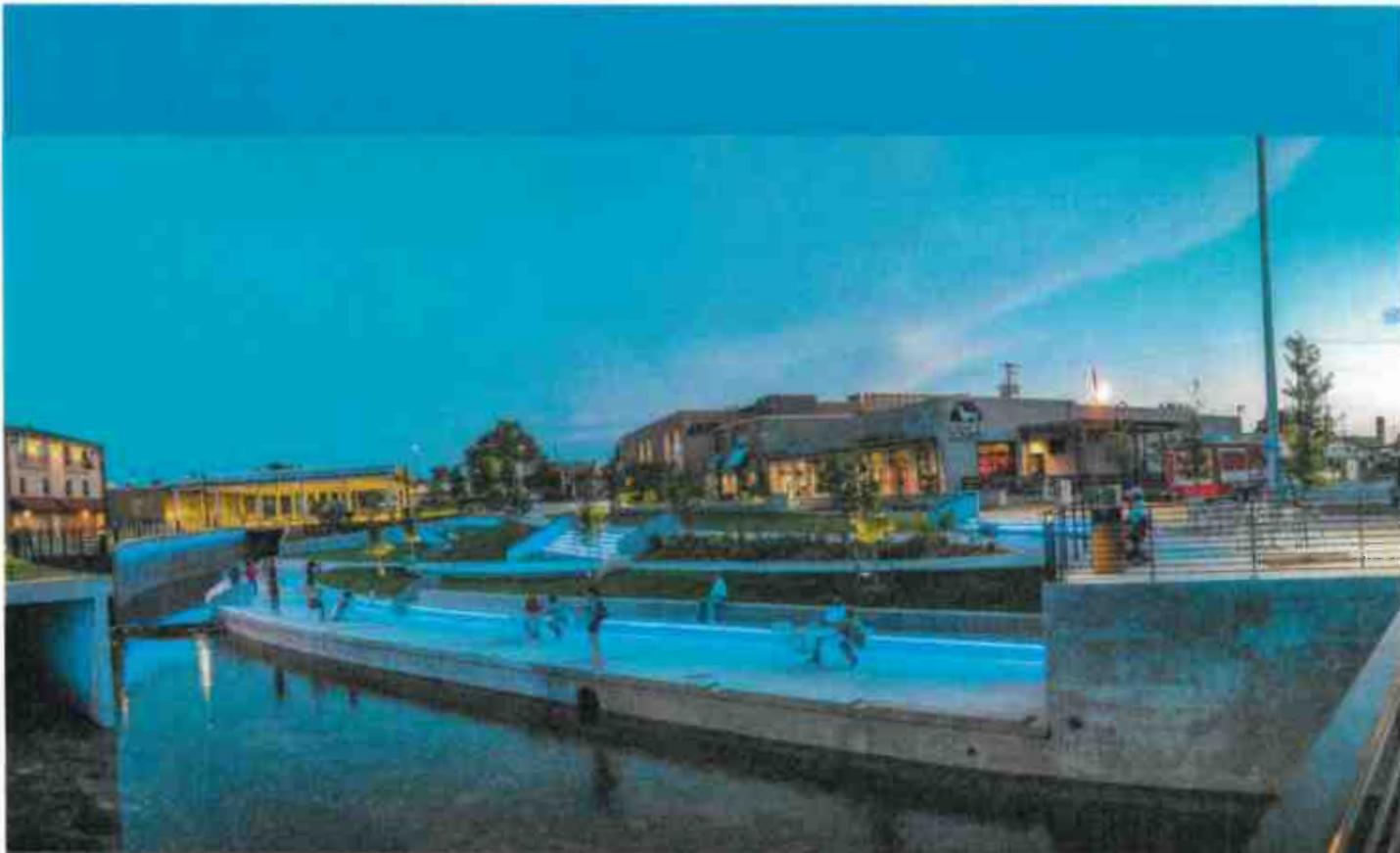
Doug Sprouse, Mayor

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 #	Full #	
2020	BRP	CAN-AM	DMAX HD10XT	SIDE BY SIDE	NEW	3JBUCAX40LK000815		
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
							Sales Tax & Fees	\$ 1,990.81
							Deposit	\$ 0.00
							Final Balance	\$ 21,002.30
Signature of Buyer				Date				
Signature of Co-Buyer				Date				
Dealer or Authorized Signature				Date	Approved By			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SETTLEMENT OF A CONDEMNATION LAWSUIT WHEREIN OAK GROVE PROPERTIES, LLC., IS THE DEFENDANT, FOR THE GENE GEORGE BLVD. - BLEAUX AVE. TO ELM SPRINGS RD. PROJECT (PROJECT NO. 18BPS1), TRACTS 56C AND 56D.

WHEREAS, the City of Springdale filed a lawsuit against Oak Grove Properties, LLC, to condemn tracts of land for the Gene George Blvd. - Bleaux Ave. to Elm Springs Rd. Project, Project No. 18BPS1, Tracts 56C and 56D;

WHEREAS, Oak Grove Properties, LLC, has extended an offer to settle the condemnation lawsuit for the total sum of \$126,835.00;

WHEREAS, the settlement proposal extended by the property owner is based on a more recent sale of land which is similar in many respects to the property owned by Oak Grove Properties, LLC;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the total sum of \$126,835.00 to settle the lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to settle the Oak Grove Properties, LLC, condemnation lawsuit for the total sum of \$126,835.00.

PASSED AND APPROVED this ____ day of _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE A PORTION OF LAND FROM HUD-OX, LLC., FOR THE 56TH STREET SOUTH, PHASE 1 PROJECT (PROJECT NO. 18BPS11).

WHEREAS, the City of Springdale is in need of acquiring a portion of a tract of land for the 56th Street South, Phase 1 Project, Project No. 18BPS11, Tract 2, said land being owned by Hud-Ox, LLC.;

WHEREAS, the City of Springdale has determined by appraisal that the sum of \$96,800.00 is the estimated just compensation for the property needed from Hud-Ox, LLC.;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$135,231.23 to acquire the land needed for the project, said amount being based on a survey obtained by the property owner and reflecting an increase in the market value of the property since the City's appraisal was conducted;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$38,431.23 to acquire the property needed from Hud-Ox, LLC., as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire a portion of a tract of land for the 56th Street South, Phase 1 Project, Project No. 18BPS11, Tract 2, said land being owned by Hud-Ox, LLC., for the total sum of \$135,231.23.

PASSED AND APPROVED this ____ day of _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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	\$	3,100
Total Compensation as of: March 26, 2019	\$	<u>96,800</u>

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

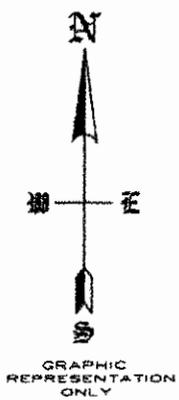
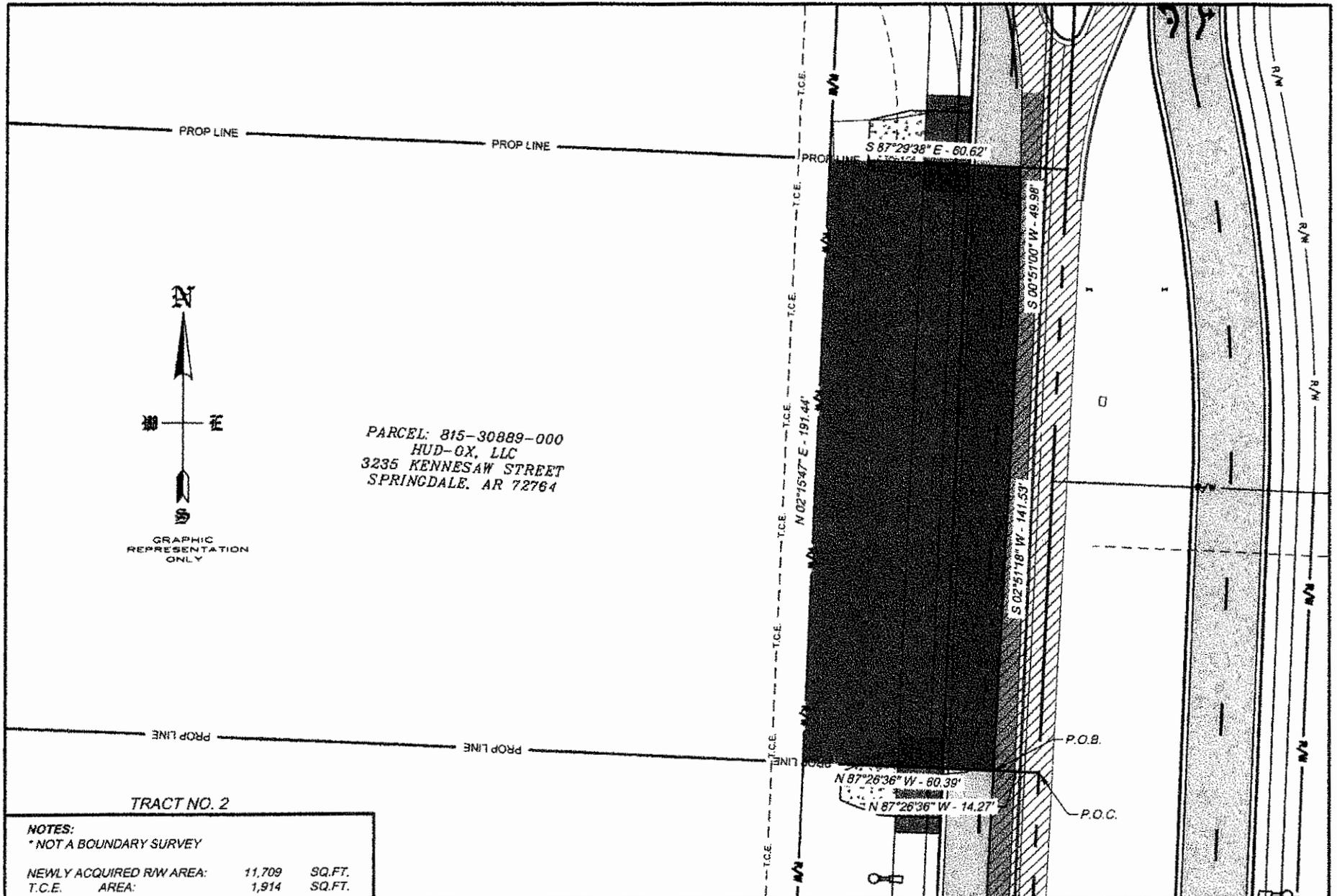
STATE OF ARKANSAS
COUNTY OF _____

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 _____



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

TRACT NO. 2

NOTES:
 * NOT A BOUNDARY SURVEY

NEWLY ACQUIRED RW AREA:	11,709	SQ.FT.
T.C.E. AREA:	1,914	SQ.FT.

N.O. # 14859	--- 40 ACRE LINE
SCALE: 1"=40'	--- RW --- EXISTING RIGHT OF WAY LINE
May 29, 2018	--- PROPERTY LINE
	--- EXISTING ROAD EDGE
	--- PROPOSED CURB
A	--- PROPOSED RIGHT OF WAY AREA
	--- PRESCRIPTIVE RIGHT OF WAY AREA

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

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

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**
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/stbgts.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/TitleVI 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 AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES CONTRACT FOR THE KENDRICK AVENUE STREET IMPROVEMENT PROJECT.

WHEREAS, the City of Springdale is planning to widen and make other improvements to Kendrick Avenue between Arkansas Highway 265 and Old Wire Road;

WHEREAS, using the procurement procedures required by Arkansas law, the City wishes to use the services of Engineering Service, Inc., as the engineering firm for this project;

WHEREAS, the contract has been submitted for approval with a fee not to exceed _____; and

WHEREAS, project construction has been estimated to be _____, including the cost of right-of-way/easement acquisition and utility relocation.

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

Section 1. Expenditures for this project will be paid from the 2018 Street Bond Construction Fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute an engineering services contract with Engineering Services, Inc., for engineering services relating to the Kendrick Avenue Street Improvement Project.

Section 3. The Mayor is hereby authorized to execute change orders to this contract provided the cumulative total does not exceed 10% of the original contract price.

PASSED AND APPROVED this _____ day of _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

PROFESSIONAL SERVICES AGREEMENT

Between the

CITY OF SPRINGDALE, ARKANSAS

and

ENGINEERING SERVICES, INC.

for

KENDRICK AVENUE STREET IMPROVEMENT PROJECT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the CITY OF SPRINGDALE, ARKANSAS, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and Engineering Services, Inc., hereinafter referred to as the "ENGINEER", party of the second part.

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

Project includes widening and improving approximately 2,350 linear feet of existing Kendrick Avenue between Arkansas Highway 265 and Old Wire Road. Improved roadway shall include one driving lane in each direction and a continuous center turn lane. Street shall be 36 feet wide with concrete curb and gutter, 5' concrete sidewalk along one side, 10' concrete trail along the other side, and street lights. Project also includes a public water main extension. Project does not include a traffic study or traffic signal design.

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

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

**ARTICLE I
GENERAL**

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

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

1.1-1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

CITY: City of Springdale, Arkansas
201 Spring Street
Springdale, AR 72764

ENGINEER: Engineering Services, Inc.
1207 South Old Missouri Road
Springdale, AR 72764 (Physical Address)
P.O. Box 282
Springdale, AR 72765-0282 (Mailing Address)

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

**ARTICLE II
SCOPE OF SERVICES**

- Sec. 2.0. The ENGINEER shall perform the SERVICES described in Attachment "A", which is attached hereto and incorporated by reference as part of this AGREEMENT. The ENGINEER shall also perform any services mutually agreed upon in writing as Additional Services pursuant to Article III.
- Sec 2.1. The ENGINEER shall consult with CITY to define and clarify CITY's requirements for the PROJECT and available data.
- Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment "B".
- Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

**ARTICLE III
ADDITIONAL SERVICES**

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

**ARTICLE IV
RELATIONSHIP OF THE PARTIES**

- Sec. 4.0. The ENGINEER covenants with the CITY to furnish SERVICES with skill, care and judgment consistent with that ordinarily used by members of the ENGINEER's profession practicing under similar conditions. The ENGINEER shall act in accordance with applicable federal, state and local laws and regulations. The ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering

deficiencies therein. ENGINEER shall correct such deficiencies in the documents without additional compensation except to the extent such action is directly attributable to deficiencies in CITY-furnished information.

ARTICLE V RESPONSIBILITIES OF THE CITY

- Sec. 5.0. The CITY shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Sec. 5.1. If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.
- Sec. 5.2. The CITY shall provide criteria and information as to CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.
- Sec. 5.4. The CITY will assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Sec. 5.5. The CITY will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- Sec. 5.6. The CITY shall furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents as may be necessary for completion of the PROJECT. The CITY will pay all fees associated with obtaining permits and approvals.
- Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY may require or ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by CONSTRUCTION CONTRACTOR(s), such auditing services as CITY may require to ascertain how or for what purpose any CONSTRUCTION CONTRACTOR(s) has used the monies paid to him under the construction contract, and such inspection services as CITY may require to ascertain that CONTRACTOR(s) is complying with any law, rule or regulation applicable to the performance of the work.

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

Sec. 6.4. Excess Liability Umbrella Form

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

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

Sec 6.5. Professional Liability

Limits of Liability:

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

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

**ARTICLE VII
INDEMNIFICATION AND LIABILITY**

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

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

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

ARTICLE VIII COMPENSATION

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

Sec. 8.1. The ENGINEER shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. The total amounts set forth in Attachment "D" represent the maximum amounts payable to the ENGINEER for its SERVICES. The CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice.

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

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

ARTICLE IX USE OF DOCUMENTS

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

- Sec 9.1. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- Sec 9.2. ENGINEER shall, however, also retain its rights to utilize such instruments of service (engineering documents, drawings and specifications prepared by the ENGINEER as part of the service to the CITY and tendered to the CITY) in its standard drawing details, specifications, databases, computer software, intra-office correspondence and memoranda and other proprietary property. The parties agree that said materials are the sole and valuable property of the ENGINEER and that said property constitutes trade secret information of the ENGINEER as defined by Arkansas Trade Secrets Act of 1981. The parties further recognize that the public dissemination of any such information would give a competitive edge or would provide a benefit to ENGINEER's competitors (within the meaning of Ark. Code Ann. 25-19-105(A), which would ordinarily require an expenditure of time, cost and effort to duplicate. As such, all rights to intellectual property and trade secret and proprietary information shall remain the confidential, valuable property of the ENGINEER.

ARTICLE X OPINIONS OF PROBABLE COST

- Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONSTRUCTION CONTRACTOR(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.
- Sec. 10.1. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

**ARTICLE XI
HAZARDOUS ENVIRONMENTAL CONDITIONS**

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

**ARTICLE XII
TERMINATION**

- Sec. 12.0 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, if the other party is given:
- 12.0-1. Not less than 30 calendar days written notice of intent to terminate, delivered by certified mail, return receipt requested, and
- 12.0-2. An opportunity for consultation and 30 day cure period with the terminating party prior to termination.
- Sec. 12.1. This AGREEMENT may be terminated in whole or in part by letter from the CITY for its convenience, if the ENGINEER is given notice as provided by Section 12.0-1.
- Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.
- Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments made prior to the termination.
- Sec. 12.4. Upon receipt of a notice of termination pursuant to Section 12.1 or Section 12.2, the ENGINEER shall:

- 12.4-1. Promptly discontinue all SERVICES unless the notice directs otherwise, and
- 12.4-2. Deliver or otherwise make available to the CITY all plans, specifications, data, reports, estimates, summaries, and such other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in process.
- Sec. 12.5. Upon termination, the CITY may take over the work and may award another party an agreement to complete the work required under this AGREEMENT.
- Sec. 12.6. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER did in fact fulfill its contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the price provided for in this AGREEMENT shall be made as provided in Section 12.3.

ARTICLE XIII
PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES

- Sec. 13.0 The ENGINEER agrees that time is of the essence in completing the work contemplated under this AGREEMENT. The ENGINEER agrees to complete the work in accordance with the schedule shown in Attachment "B" or pay liquidated damages in the amount of two hundred dollars (\$200.00) for each calendar day beyond the total time allotted in the AGREEMENT for Concept, Preliminary, and Final Design Phases (hereinafter referred to as "Contract Time").
- Sec. 13.1 Contract Time shall begin on the date of written Notice to Proceed. Determination of compliance with the Scope of Services for each phase will be made within 5 days of receipt of deliverables required for each phase and the CITY will provide a written notice of acceptance. If the deliverables submitted are in compliance with the requirements of the Scope of Services, The ENGINEER may proceed to the next design phase. If the required deliverables are not provided, or are incomplete, notification of the deficient submittal will be made to the ENGINEER. The ENGINEER may not proceed to the next design phase until a complete submittal that complies with contract requirements is provided.
- Sec. 13.2. Underruns of Contract Time on one phase of work may be used to offset overruns in another phase provided that the total cumulative Contract Time for the Concept, Preliminary, and Final Design Phases is not exceeded.

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

CITY OF SPRINGDALE, ARKANSAS

ENGINEERING SERVICES, INC.

By: _____

By:  _____

Title Doug Sprouse, Mayor

Title Brian J. Moore, P. E. President

Attest

Attest 

Title Denise Pearce, City Clerk

Title Tim Mays, P.E., Vice President

ATTACHMENT 'A'
SCOPE OF SERVICES
PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
KENDRICK AVENUE IMPROVEMENT PROJECT

1. Scope of Project

- a. **PROJECT DESCRIPTION:** Project includes widening and improving approximately 2,350 linear feet of existing Kendrick Avenue between Arkansas Highway 265 and Old Wire Road. Improved roadway shall include one driving lane in each direction and a continuous center turn lane. Street shall be 36 feet wide with concrete curb and gutter, 5' concrete sidewalk along one side, 10' concrete trail along the other side, and street lights. Project also includes a public water main extension. Project does not include a traffic study or traffic signal design.
- b. Coordinate street design and construction with franchise utility companies' relocations to assure adequate space for all facilities and timely relocations.
- c. Coordinate with relevant regulatory agencies (FEMA and others) to resolve any environmental issues and obtain permits.
- d. Provide related design services including but not limited to topographic and utility surveys, geotechnical, and easement and right-of-way acquisition documents.
- e. Relocation of existing water and sanitary sewer facilities owned by the Springdale Water and Sewer Commission are to be included in the design and street construction contracts, as well as the specified water main extension and hydrants. All other water or sewer extensions or upgrades are excluded from the scope of this project.
- f. Construction of this project may be bid as multiple separate contracts.
- g. Prepare a PER and assist with grant funding application process.

2. Basic Services

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

3. Topographic Surveys

- a. Establish base line (with references) along existing roadway. Set monuments on proposed centerline at 400 foot intervals and, if necessary, at intervisible points between, with a minimum of two monuments per site. Survey control shall be established on the State Plane Coordinate System.
- b. Locate all structures, streets, driveways, storm drains, trees larger than 6 inches in diameter, and other features on subject property or within 75 feet of proposed centerline, including centerline of intersecting along the lengths of said streets included in project scope, plus additional areas, features, or structures as necessary to complete project design.
- c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).
- d. Set temporary bench marks at approximately 500 foot intervals.
- e. All surveys shall be performed to a minimum of third order accuracy.

4. Right-of-Way Surveys

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

5. Utility Surveys and Coordination

- a. Request location and size of existing overhead and underground utilities from the utility companies.
- b. Field locate known, marked and/or observable utilities within the project area.

Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods. Excavation and exposure of the utility facilities will be provided by the CITY.

- c. Using utility field survey data, show existing utilities on plans.
- d. Submit a half-size copy of the plans at each plan development phase. Attend meetings as necessary with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. ENGINEER will arrange all meetings with utility companies.
- e. Review utility adjustment plans and costs with CITY to determine most feasible combination of construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY to accommodate utility relocations, including identification of utility easements on right-of-way plans.

6. Geotechnical Investigations

- a. Perform geotechnical investigations in accordance with AASHTO, AHTD, and CITY criteria.
- b. Perform sampling of subgrade soils by boring and excavation of test pits. Boring or test pits shall be provided at planned locations of structures. A minimum of one boring or test pit shall be provided for every 500 linear feet of street and at planned locations of structures. A test pit shall be completed for every 4 borings taken. For road widening projects, a portion of the tests shall be taken in ditch lines, or adjacent thereto, over which pavement structure may be constructed. Provide a boring and test pit plan for approval before beginning work.
- c. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to 10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform CITY of suspected hazardous substances encountered.
- d. After establishment of final profile grades, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, stabilization with admixtures and/or utilization of geotextile/geogrid materials, utilization of permanent underdrains, and/or other construction methods or materials to achieve a stable subgrade.
- e. Analyze the data, develop recommendations for structural foundations, slope

stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

7. Preliminary Engineering Report and Assistance with Applications for Grant Funding

- a. Prepare a Preliminary Engineering Report for the proposed street improvement project to serve as a basis for grant funding applications.
- b. Assist CITY with grant application/grant writing process to secure funding for the proposed street improvements.

8. Conceptual Design Phase

Prepare plan and profile drawings on standard City of Springdale sheet templates showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet. Plans and data shall include the following information:

- a. Survey data, centerline and stations, existing improvements, boring locations, bench marks and horizontal control, and existing and proposed rights-of-way.
- b. Proposed centerline, street widths, and profile grades for streets. Identify sidewalk locations.
- c. Top of bank and toe of slope lines and cross sections.
- d. Soils boring information including existing pavement sections. Soils laboratory data are not required in the concept phase.
- e. Drainage information on concept plans shall include approximate location, size and type of major structures. A drainage area map shall be furnished showing major subareas. CITY will provide storm water data, as available, for primary drainage ways.
- f. Provide report outlining recommendations, summarizing criteria, calculations, and other project information.

9. Preliminary Design Phase

- a. Prepare drawings on standard City of Springdale sheet templates showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:

- (1) Design and layout all proposed street horizontal and vertical alignment on plan and profile sheets, including TOB and TOS lines.
 - (2) Design and prepare typical street paving sections for all streets.
 - (3) Plot existing and proposed cross sections, including driveway and cross streets.
 - (4) Prepare plans of intersecting streets which depict all construction required to provide a smooth transition from the proposed to the existing pavement. Show top of curb elevations or edge of pavement elevations.
 - (5) Perform drainage design calculations and show all existing and proposed drainage facilities on the plans, on both the plan and profile. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be furnished showing sub areas for each inlet. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50, and 100 year design storms.
 - (6) Prepare preliminary layouts and details for designated intersections. Identify traffic lane configurations.
 - (7) Identify water and sewer facilities requiring relocation. Meet with Springdale Water Utilities to develop project approach for water and sewer designs.
 - (8) Provide list of Engineer-developed details to be incorporated into plans.
 - (9) Draft preliminary notes on plans to fully describe the construction work to be performed.
 - (10) Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing and detours.
 - (11) Prepare preliminary storm water and erosion control plans.
 - (12) Prepare draft copy of special provisions (special conditions) to the construction specifications.
 - (13) Prepare cost estimates for preliminary design.
 - (14) Provide design report including calculations and support data.
- b. Prepare right-of-way plans to include the following:

- (1) Plans shall be drawn at 1" = 50' scale or larger scale.
 - (2) Identify property subdivisions, existing and proposed rights-of-way and easements, ownership names, assigned tract numbers, addresses, temporary construction easements and related information.
 - (3) Provide tabulation of tracts, ownerships, and area calculations (permanent and temporary construction easements) for each acquisition, including areas of prescriptive easements.
- c. If desired by CITY, attend monthly design progress meetings with CITY.
 - d. Provide written response to design review comments provided by CITY.

10. Easement Document Preparation

- a. Easement document preparation should not begin before review and approval of the right of way plans.
- b. Prepare individual easement documents as necessary. This may include right-of-way, drainage, utility or temporary construction easements. Drawing and legal descriptions shall be on letter size paper.
- c. Easement document shall include title, parcel number, project number, tract number (if applicable), property description, description of easement, and whatever else necessary for a legal easement.
- d. Easement drawing shall include the entire applicable property, easement(s), bearings and distances, scale and north arrow. Scale shall be such as to provide a legible, easily discernable drawing.
- e. The CITY shall make all contact with the individual property owners for the actual acquisition of easement and its execution thereof.
- f. Both one hard-copy, and one electronic copy of the drawing and description shall be provided. Electronic drawing shall be provided in AutoCAD format. At the discretion of the CITY an electronic copy in .pdf format may be requested.

11. Final Design Phase

- a. Prepare final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, detours, and other items. All plan sheets are to use City of Springdale standard sheet templates.
- b. Prepare construction details which depict all typical items, including but not limited

to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks and pavement markings utilizing the City of Springdale format and standard detail drawings where applicable.

- c. Prepare final special provisions (special conditions) to the construction contract for items not included in the City of Springdale Standard Construction Specifications, including building demolition.
- d. Calculate construction quantities in accordance with the City of Springdale standard construction specifications and format and submit copy of calculations.
- e. Provide construction bid proposal form in accordance with City of Springdale format.
- f. Recommend construction contract time.
- g. Prepare complete construction specifications using City of Springdale standard documents as available.
- h. Prepare opinions of probable costs.
- i. Prepare design report to include complete calculations and data.
- j. If desired by CITY, attend monthly design progress meetings with CITY.
- k. Prepare written response to design review comments provided by CITY.
- l. Prepare a Storm Water Pollution Prevention Plan (SWPPP). According to ADEQ requirements, complete SWPPP application, for submittal, either, by the CITY to ADEQ, or for small acreage, permitting by the City of Springdale. Plan details shall provide Contractor with necessary details to maintain a SWPPP.

12. Bid/Award Phase

During the bidding phase of the project, the Engineer will dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling), support the contract documents by preparing addenda as appropriate, participate in a pre-bid meeting if necessary, attend the bid opening, prepare bid tabulation, evaluate bids, provide a recommendation regarding contract award, and prepare construction contracts.

13. Construction Phase Services

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

- a. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
- b. Perform construction layout surveys consisting of the establishment of baselines for locating the work, with a suitable number of benchmarks and control points for site references as shown in the plans and specifications.
- c. Furnish professional engineers to make visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, the Engineer will endeavor to protect the COMMISSION against defects and deficiencies in the work of the contractor. But the Engineer cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.
- d. Furnish a Construction Observer to assist the Engineer in observing the progress and quality of the Work. Through the Construction Observer's observations of the Contractor's work in Progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for COMMISSION against defects and deficiencies in the work. Duties and responsibilities of the Construction Observer shall consist of the following:
 - (1) While not required to be at project site during all construction activities, Construction Observer will be present during the majority of construction activities. Construction Observer will be present to observe all significant events, such as all testing and inspections, installation of key infrastructure components, excavations and boring activities, start-up operations of proposed facilities, and other technically demanding activities.
 - (2) Construction Observer shall be responsible for observing and recording the activities of the Contractor, but shall not supervise, direct, or have control over Contractor's work, nor have control or responsibility over the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the project site, for safety precautions or programs incident to Contractor's work in progress, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performance. The Engineer, through provision of the Construction Observer, neither guarantee the performances of the Contractor nor assumes the responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
 - (3) In general, Construction Observer shall act as the representative of the Engineer at the Project Site, and shall act as directed by and under the supervision of the Engineer. Construction Observer shall in general coordinate with Engineer and Contractor regarding Contractor's performance, and shall only deal with Sub-

Contractors through or with full prior knowledge and approval of Contractor. Construction Observer in general shall only communicate with COMMISSION with prior knowledge of or at the direction of the Engineer. Construction Observer is an agent of the Engineer, and shall not be subject to instructions or direction from COMMISSION or Contractor.

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

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

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

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

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

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

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

(11) Construction Observer shall prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site

visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer. Daily photographs of work progress will be taken.

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

(13) Construction Observer shall not:

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

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

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

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

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

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

- i. Attend, along with the COMMISSION's representatives, a final inspection of the project, and prepare a deficiency list to be submitted to the contractor.
- j. Prepare a final Reconciliation Change Order and final pay estimate.

14. Project Deliverables

- a. One copy hardcopy and one PDF copy of the Geotechnical Report.
- b. One copy hardcopy and one PDF copy of the hydraulic modeling calculations and drainage design.
- c. One copy hardcopy and one PDF copy of the Concept Plans, design report and cost estimates.
- d. One copy hardcopy and one PDF copy of the Preliminary Plans, design report, cost estimates and other supporting documents.
- e. One copy of applicable sheets of the Concept, Preliminary, and Final Plans to each potentially affected utility company. Copies will be either hardcopy or PDF per utility company preference.
- f. One copy hardcopy and one PDF copy of the Final Plans, Specifications, design report, cost estimates and other supporting documents.
- g. One copy hardcopy and one PDF copy of the revised Final Plans and Specifications (Bid Set), design report, cost estimates and other supporting documents.
- h. Two full size and two half-size copies of the Construction Plans.
- i. One copy hardcopy and one PDF copy of the executed contract, and two copies of the construction specifications, including addenda.
- j. Three copies of the Final Plans and Specifications to the Contractor.
- k. One copy hardcopy and one PDF copy of the right-of-way plans, easements, and acquisition documents.
- l. Electronic files as requested.

15. General

- a. All street construction, if required, shall follow the guidelines described in the City of Springdale Street Design Standards.
- b. Plans shall be provided on standard City of Springdale plan sheet templates to be

provided. All layers, linetypes, fonts, etc. shall conform to the standard templates.

- c. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide preliminary and final plans on computer disk in a format compatible with the current AutoCAD release used by the City of Springdale.
- d. Record drawings shall be provided on computer disk in PDF format in addition to the reproducible drawings.
- e. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.
- f. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER in accordance with the schedule in Attachment "B".
- g. The ENGINEER should anticipate a 5 business day review period by the CITY between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
- h. The plans, specifications, and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract. Demolition of building structures, if required, will be included in the construction contract.
- i. Subcontracting of services by the ENGINEER shall have prior approval of the CITY.

ATTACHMENT "B"

SCHEDULE

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

KENDRICK AVENUE IMPROVEMENT PROJECT

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

- Surveys -- Topo and Utility 30 Calendar Days after Notice to Proceed
- Conceptual Design 90 Calendar Days after Notice to Proceed
- Preliminary Design 150 Calendar Days after Notice to Proceed
- Final Design 180 Calendar Days after Notice to Proceed

ATTACHMENT "C"
ADDITIONAL SERVICES
PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE
KENDRICK AVENUE IMPROVEMENT PROJECT

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

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

- Providing re-design for the CITY's convenience or due to changed conditions after previous approval.
- Providing design of any utilities relocation other than specifically provided for Attachment "A".
- Providing property record research.
- Providing an environmental assessment.

ATTACHMENT "D"
COMPENSATION
PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
KENDRICK AVENUE IMPROVEMENT PROJECT

CITY shall pay ENGINEER for Basic Services rendered an amount equal to 7.0% of the actual construction cost for the project, inclusive of any change orders approved by the CITY, plus fees for additional services as follows:

<u>Preliminary Engineering Report and Assistance With Grant Application Process:</u>	\$ 30,000
<u>Surveying and Property Documents:</u>	
Topographic Surveys	\$ 40,000
ROW & Easements	\$ 35,000
Property & Boundary Resolution	\$ 10,000
<u>Geotechnical Investigation:</u>	\$ 30,000
<u>Cultural Resources Investigation:</u>	\$ 25,000

Construction Phase Services: CITY shall pay ENGINEER for Construction Phase Services rendered an amount equal to 3.75% of the actual construction cost, plus approved reimbursable expenses. Actual construction cost shall be adjusted to reflect any change orders approved by the CITY. Payments for Construction Phase Services shall be made monthly and shall be proportional to the amount of work completed by the CONTRACTOR during the preceding month.

The final payment for Construction Phase Services shall be adjusted to ensure that total project compensation paid by the CITY to the ENGINEER is equal to 7.00% of total construction cost (inclusive of any change orders approved by the CITY) for Basic Services rendered and 3.75% of total construction cost (inclusive of any change orders approved by the CITY) for Construction Phase Services rendered, plus fees for Additional Services and Reimbursable Expenses.

CITY shall pay ENGINEER the actual cost of approved Reimbursable Expenses incurred in connection with Basic, Construction Phase, and Additional Services. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is \$3,000.

EXHIBIT 1
ENGINEER'S HOURLY RATES

<u>CLASSIFICATION</u>	<u>RATE / HOUR</u>
Engineer (Principal)	\$ 250.00
Engineer (Project)	\$ 175.00
Engineer (Design)	\$ 135.00
Surveyor (PLS)	\$ 150.00
Landscape Architect	\$ 225.00
Technician / Draftsman	\$ 100.00
Construction Observer	\$ 100.00
Clerical	\$ 55.00
Survey Crew (Two-Man Crew)	\$ 175.00
Survey Crew (Three-Man Crew)	\$ 225.00

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;

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 in an amount not to exceed \$21,224.00.

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

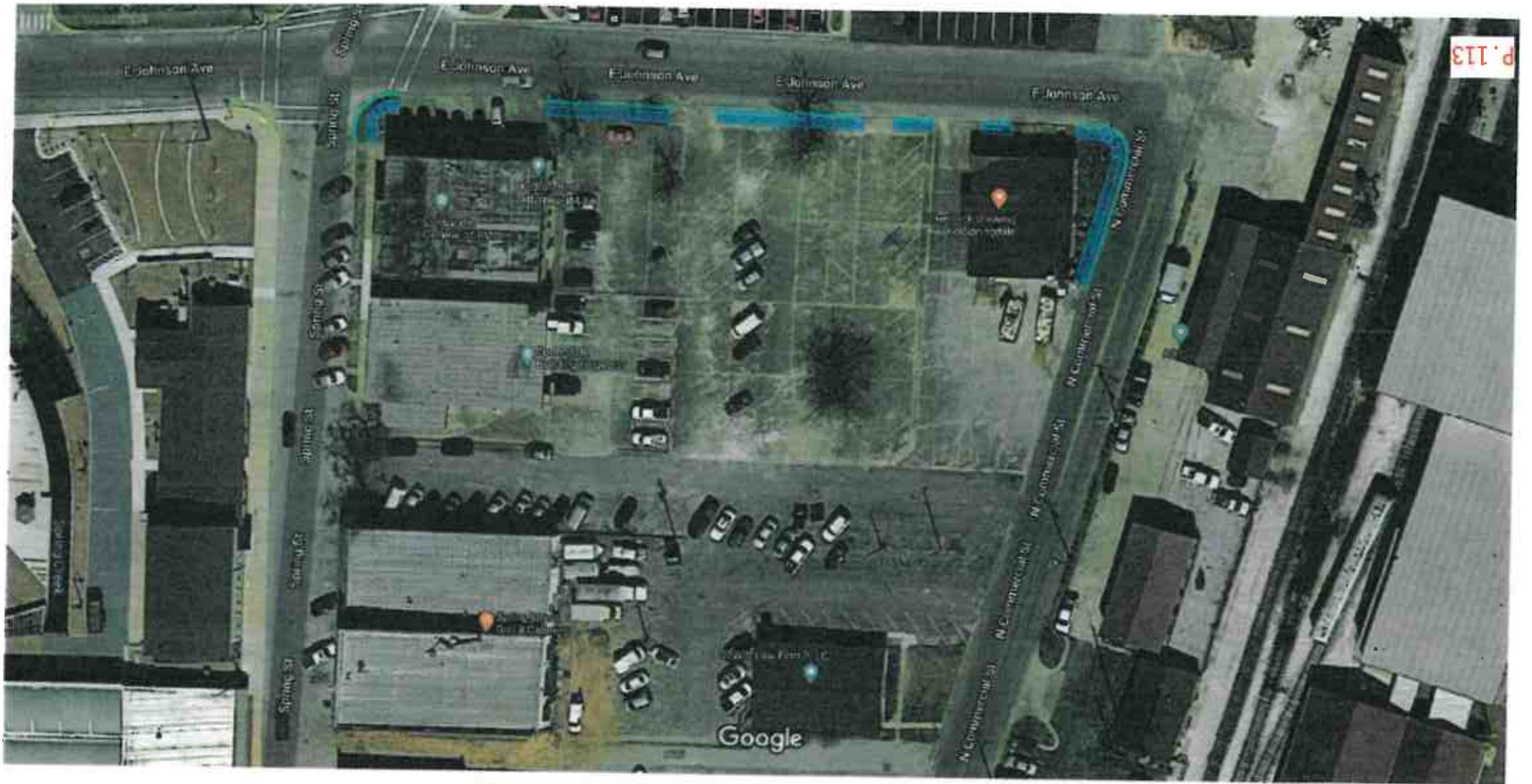
Cc: Mr. Patrick Tenney, AIA



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
3 11000.02 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
31000.04 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
20 1/2 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	\$ 74,540.00
GENERAL CONDITIONS	\$ 312,401.00
BID PACKAGE #31A EARTHWORK AND DEMOLITION	\$ 369,167.00
BID PACKAGE #32C ASPHALT	\$ 29,680.00
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	\$ 160,598.07
ELECTRICAL - FIELD LIGHTING INSTALLATION	\$ 547,900.00
ELECTRICAL - SPLASH PARK + PARKING LOT EXPANSION	\$ 203,000.00
Testing Allowance	\$ 0,000.00
Undercut & Replace Soils Contingency	\$ 25,000.00
Conduit & Utility Repair Allowance	\$ 40,000.00
Concession Stand Remodel Allowance	\$ 100,000.00
BONDS & INSURANCE:	\$ 43,802.32
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	§.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	SP 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

Init.

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User Notes:

(1332246329)

§ 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)

 CONSTRUCTION MANAGER (Signature)

Wyma Morgan
 (Printed name and title)

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

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: 0:25 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>	\$ <u>74,514.00</u>
<u>GENERAL CONDITIONS</u>	\$ <u>312,401.00</u>
<u>BID PACKAGE #31A - PAVEMENT AND DEMOLITION</u>	\$ <u>369,167.00</u>
<u>BID PACKAGE #32C - ASPHALT</u>	\$ <u>219,680.00</u>
<u>BID PACKAGE #32D - LANDSCAPING</u>	\$ <u>32,700.00</u>
<u>BID PACKAGE #32E - FENCES & GATES + REPAIR ALLOWANCE</u>	\$ <u>32,579.00</u>
<u>BUILDING PACKAGE #32E - PAVEMENT MARKING & WHEEL STOPS</u>	\$ <u>9,950.00</u>
<u>BID PACKAGE #3B - SITE - CONCRETE</u>	\$ <u>321,493.00</u>
<u>BID PACKAGE #10A - SHADE STRUCTURES - FURNISH & INSTALL</u>	\$ <u>29,176.00</u>
<u>BID PACKAGE #10B - SPORTS EQUIPMENT BASKETBALL</u>	\$ <u>4,845.00</u>
<u>BID PACKAGE #10C - ASPHALT - PARK - THROUGH WATER SERVICE</u>	\$ <u>215,075.00</u>
<u>BID PACKAGE #13A - PREFAB RESTROOM & EQUIPMENT BAY</u>	\$ <u>260,900.00</u>
<u>BID PACKAGE #22A - PLUMBING - UTILITY - ASPHALT - PARK RESTROOM</u>	\$ <u>45,662.00</u>
<u>ELECTRICAL - MUSCO EQUIPMENT</u>	\$ <u>1,608,598.07</u>
<u>ELECTRICAL - FIELD LIGHTING INSTALLATION</u>	\$ <u>547,910.00</u>

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

...

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>	<u>110</u>	<u>0</u>	<u>4/10/2020</u>
<u>03 - Concrete</u>	<u>Concrete</u>	<u>03 00 00</u>	<u>0</u>	<u>4/10/2020</u>
<u>18 - spp Details, Street & Drainage</u>	<u>Springdale Standard Details for Street and Drainage Construction</u>	<u>18.1029</u>	<u>0</u>	<u>4/10/2020</u>
<u>31 - Earthwork</u>	<u>Site Preparation and Clearing</u>	<u>31 11 00</u>	<u>0</u>	<u>4/10/2020</u>
	<u>Tree Protection and Trimming</u>	<u>31 13 00</u>	<u>0</u>	<u>4/10/2020</u>
	<u>Site Grading</u>	<u>31 22 00</u>	<u>0</u>	<u>4/10/2020</u>
	<u>Excavation and Fill</u>	<u>31 23 00</u>	<u>0</u>	<u>4/10/2020</u>
	<u>Rock Removal</u>	<u>31 23 16</u>	<u>0</u>	<u>4/10/2020</u>
	<u>Storm Water Pollution Prevention Plan</u>	<u>31 25 00</u>	<u>0</u>	<u>4/10/2020</u>
	<u>Rip-Rap</u>	<u>31 37 16</u>	<u>0</u>	<u>4/10/2020</u>
<u>32 - Exterior Improvements</u>	<u>Crushed Stone Base Course</u>	<u>32 11 16</u>	<u>0</u>	<u>4/10/2020</u>
	<u>Asphalt Paving</u>	<u>32 12 16</u>	<u>0</u>	<u>4/10/2020</u>
	<u>Pavement Markings</u>	<u>32 17 23</u>	<u>1</u>	<u>4/10/2020</u>
	<u>Seeding</u>	<u>32 92 19</u>	<u>0</u>	<u>4/10/2020</u>

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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</u>	<u>Civil Specifications</u>			
	<u>General Civil Specifications</u>	<u>GCS-00</u>	<u>0</u>	<u>4/10/2020</u>
<u>It - Springdale</u>	<u>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 String 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>0</u>	<u>CIVIL COVER SHEET</u>	<u>0</u>
<u>1</u>	<u>OVERALL LAYOUT</u>	<u>0</u>
<u>2</u>	<u>LITTLE LEAGUE FIELDS SIDEWALK REHAB</u>	<u>0</u>
<u>3</u>	<u>SOFTBALL FIELDS SIDEWALK REHAB</u>	<u>0</u>
<u>4</u>	<u>BASEBALL FIELDS SIDEWALK REHAB</u>	<u>0</u>
<u>5</u>	<u>PARKING LOT B EXPANSION & A.D.A. CROSSING</u>	<u>0</u>
<u>6</u>	<u>PARKING LOT A EXPANSION/ SITE AMENITIES</u>	<u>0</u>
<u>7</u>	<u>EAST SOCCER FIELD ADA ACCESS</u>	<u>0</u>
<u>8</u>	<u>MIRACLE FIELDS PARKING LOT EXPANSION</u>	<u>0</u>
<u>9</u>	<u>LIGHTING REHAB PLAN</u>	<u>0</u>
<u>10</u>	<u>TYPICAL DETAILS</u>	<u>0</u>
<u>11</u>	<u>TYPICAL DETAILS</u>	<u>0</u>
<u>12</u>	<u>STORM WATER POLLUTION PREVENTION PLAN</u>	<u>0</u>
<u>13</u>	<u>STORM WATER POLLUTION PREVENTION PLAN</u>	<u>0</u>
<u>14</u>	<u>LANDSCAPE PLAN</u>	<u>0</u>

...

<u>Document</u>	<u>Title</u>	<u>Date</u>
<u>Exhibit B</u>	<u>Clarifications & Assumptions</u>	<u>May 9th, 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)