

CITY OF SPRINGDALE
Committee Agendas
Tuesday, January 3rd, 2023
Tactical Training Room (2nd Floor)
201 Spring Street, Springdale, AR 72764
Meetings begin at 5:30p.m.

OFFICIAL SWEARING-IN OF THE FOLLOWING CITY COUNCIL MEMBERS:

Mike Lawson – Ward 1, Position 1

Mike Overton – Ward 2, Position 1

Brian Powell – Ward 3, Position 1

Amelia Williams – Ward 4, Position 1

Finance Committee by Chairman Jeff Watson

1. **A Discussion** of the governing of the City Council Committees. Presented by Mayor Doug Spouse.

- ***AR Code § 14-43-501 (2019): Organization of governing body — Definition.***

(a)1. The members of a governing body elected for each city or town shall annually in January assemble and organize the governing body.
2. **A Resolution** authorizing the execution of a data access agreement with Streetlight Data, Inc.; and to waive competitive bidding. Presented by James Smith, Public Works Director. **Pgs. 1-10**
3. **A Resolution** authorizing the execution of a Professional Services Agreement for construction phase services on Dixieland Extension. Presented by Ben Peters, Engineering Director. **Pgs. 11-15**
4. **The Resolution** to amend the 2022 Budget of the Shiloh Museum to authorize roof repairs at 305 N. Main Street. Presented by Angie Albright, Shiloh Museum Director. **Pgs. 16-17**

5. **A Resolution** to amend the 2022 Budget of the Shiloh Museum to authorize roof repairs at 307 N. Main Street. Presented by Angie Albright, Shiloh Museum Director. Pgs. 18-19
6. **A Resolution** to waive competitive bidding and to appropriate funds for furniture. Presented by Colby Fulfer, Chief of Staff. Pg. 20

Police and Fire Committee by Chairman Brian Powell

7. **A Resolution** to waive competitive bidding and to appropriate funds for equipment. Presented by Blake Holte, Fire Chief. Pgs. 21-23

Parks and Recreation Committee by Chairman Mike Lawson

8. **A Resolution** authorizing the Mayor and City Clerk to approve a Notice of Additional Services Spackman, Mossop, Michaels for water and sewer improvements related to Luther George Park project. Presented by Ben Peters, Engineering Director. Pgs. 24-27

RESOLUTION NO. _____

**AN RESOLUTION AUTHORIZING THE EXECUTION OF
A DATA ACCESS AGREEMENT WITH STREETLIGHT
DATA, INC.; AND TO WAIVE COMPETITIVE BIDDING.**

WHEREAS, the City of Springdale, Arkansas, finds that it is beneficial to obtain and analyze data pertaining to traffic flows within the City;

WHEREAS, StreetLight Data, Inc., has a cloud-based program which allows for the collection and analysis of data pertaining to traffic flows within the City;

WHEREAS, StreetLight Data, Inc.'s subscription is reasonably priced and considered the state of the art in the field of mobility metrics, traffic analysis, and other issues pertaining to traffic flows;

WHEREAS, the approved 2023 Budget of the Public Works Department included an amount for this service;

WHEREAS, the cost for a one-year subscription to the StreetLight Data, Inc., program is \$49,000.00, which is far less than the City has paid in the past for similar services; and

WHEREAS, the StreetLight Data, Inc., program is unique in nature, is a specialized product, and is currently being utilized by the Arkansas Department of Transportation, and therefore, competitive bidding should be waived for this purchase.

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

Section 1: That the Mayor is hereby authorized to execute a Master Data Access Agreement and StreetLight Insight Subscription Order Form with StreetLight Data, Inc., in an amount not to exceed \$49,000.00, to be paid from the Public Work Budget.

Section 2: That competitive bidding is not deemed feasible or practical because of the unique nature and specialization of the product involved and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-303.

PASSED AND APPROVED this _____ day of January, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

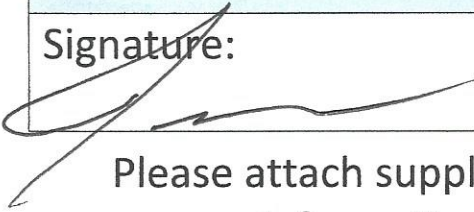
APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



SPRINGDALE™
WE'RE MAKING IT HAPPEN

DEPARTMENT FUNDING REQUEST

Department: <i>Public Works</i>		Date: <i>12-27-2022</i>
Point of Contact: <i>James Smith</i>	Amount Requested: <i>\$ 49,000.00</i>	
Date to be Presented to Committee: <u>1 / 3 / 2023</u>		
Brief Description of Funding Request: <i>Street Light data, 1 year subscription for Traffic data</i>		
Funding Source: (General Fund, Special Fund, etc.) <i>General Fund</i>		
IS IT BUDGETED?		
YES ☒		NO ☐
\$0 - \$34,999 No Council approval needed		☐ \$0 - \$4,999
Request to waive bidding? ☐ Buy Board ☒ Sole Source		☐ \$5,000 - \$34,999 Requires 3 Quotes
Signature: 		☐ \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? ☐ Buy Board ☐ Sole Source

StreetLight InSight® Subscription Order Form

This StreetLight InSight® Subscription Order Document (the “Subscription Order” or “Order”) and the corresponding StreetLight Data Master Data Access Agreement (the “Agreement”) between StreetLight Data, Inc. (“StreetLight”) and Customer (as defined below) is entered into as of the date of last signature below (“Effective Date”) and governs Customer’s access to and use of the Data Products. Undefined capitalized terms used in this Subscription Order will have the meanings set forth in the Agreement.

Customer Legal Name:

City of Springdale, Arkansas

Entity Type:

city

State of Incorporation

Arkansas

Billing Contact Name:

James Smith

Billing Email:

jsmith@springdalear.gov

Billing Address

Public Works
269 E Randall Wobbe Ln
Springdale, Arkansas 72764
United States

Under the terms of the Agreement, attached hereto, of which this Subscription Order is a part, Customer agrees to license and StreetLight agrees to provide access to the following Data Products in the indicated quantity and at the indicated pricing in U.S. Dollars:

Subscription Services

INCLUDED	# of Seats	Geographical Region	Price
✓ ESSENTIALS (single domain)	50 + 5	City of Springdale	\$49,000.00

Product Special Terms

Up to 50 Users of Customer, and up to 5 Users from Customer’s Named Consultants, may create an unlimited number of Zones within the City of Springdale, and may include pass-through Zones to capture trips originating or ending outside of the authorized geographic area for governmental transportation planning and operational analysis.

Customer will receive access to the following Customer Support:

- StreetLight’s North American-based Product Support Engineers will be available to Customer Users throughout the subscription term. The StreetLight Product Support team is available to answer questions daily, and team members are available during regular business hours across all time zones in continental North America to troubleshoot with users. Users can reach the team via a simple form on the online Help Center.
- StreetLight’s Online Help Center contains 250+ articles that features FAQs, how-tos, best practices, tips & tricks and more. Help Center content is regularly updated as we continue to add new functionality and Metrics to the StreetLight InSight® platform
- StreetLight maintains an online training portal that contains handcrafted content developed by our experts. This includes guided eLearning courses: Customized learning paths that introduce users to specific topics in bite-sized units. Our handcrafted courses are developed by our experts to help you learn what each feature is, when it’s helpful, and how to use it.

Customer Input Files

Customer will provide input Zones containing the boundaries of the Zones and directionality designation (if necessary) either via spatial files or via the StreetLight InSight® Web Application. A Zone can be a road segment, a TAZ or any other geospatial shape as defined by Customer. StreetLight may modify Zones to improve Metric results.

Delivery

Delivery via StreetLight InSight® Web Application.

Term

As of the Effective Date for a period of one (1) year.

Payment Terms

Payment due within thirty (30) days of the Effective Date. Payment is accepted by check or ACH/EFT.

StreetLight Data Preferred Payment Method: ACH/EFT

Silicon Valley Bank
3003 Tasman Drive, Santa Clara, CA 95045
Bank Routing Number: 121140399
Bank Account Name: Streetlight Data, Inc.
Bank Account Number: 3302210206
Remittance Notification Email: ar@streetlightdata.com

Please remit payment, if by check to:
StreetLight Data, Inc.
DEPT CH 17111
Palatine IL 60055-7111

GST/HST #76010 9512 RT0001

Notices

Any notices under this Agreement will be directed, if to Customer, to the Main Contact listed above, and if to StreetLight, at:

ATTN: Legal department,
StreetLight Data, Inc.
4 Embarcadero Center, Suite 3800,
San Francisco, CA 94105
Email: legal@streetlightdata.com

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS SUBSCRIPTION ORDER DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Subscription Order has been executed by the parties through their duly authorized officers.

StreetLight Data, Inc.**The City of Springdale**

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

MASTER DATA ACCESS AGREEMENT

This MASTER DATA ACCESS AGREEMENT (this “Agreement”) is made as of the Effective Date in the corresponding Subscription Order, (the “Effective Date”) by and between **STREETLIGHT DATA INC.**, a Delaware corporation, with its principal offices located at 4 Embarcadero Center, Suite 3800, San Francisco, CA 94105, (“StreetLight”) and **CUSTOMER**, an **Entity** organized under the laws of **State of Incorporation** with offices at **Address**, (“Customer”). In connection with this Agreement, Customer has entered into a corresponding Subscription Order for access to the Data Products, the terms of which are incorporated by reference herein.

Background:

WHEREAS, StreetLight owns or has the rights to the Data Products (as defined below) and offers subscription based access to the Data Products;

WHEREAS, Customer desires to obtain a subscription to access and use the Data Products in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants made herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement:

1. DEFINITIONS.

1.1 “Data Products” means StreetLight’s proprietary compilations of geospatial materials created from StreetLight’s data analytics technology platform and software (StreetLight Route Science® and StreetLight Insight®) including but not limited to polygons, attributes, latitudes/longitudes, and metrics (which are inherently subjective and may contain errors).

1.2 “Subscribed Output” means the materials generated for Customer as output as specified in a Subscription Order.

1.3 “Subscription” means Customer’s access to StreetLight’s Data Products and the use of StreetLight’s Subscribed Output under the terms of this Agreement and any applicable Order.

1.4 “Subscription Order” or “Order” means the corresponding ordering document entered into between the parties which specifies the Subscribed Products to be accessed, the scope of access, permitted use, and any special restrictions.

1.5 “User(s)” means a specific individual or individuals (e.g., an employee or named consultant contractor of Customer) designated by Customer and permitted to access the Data Products and receive and use the Subscribed Output on behalf of Customer under a specific Subscription Order.

2. STRUCTURE; ACCESS.

2.1 Scope of Agreement. This Agreement consists of the general terms and conditions set forth in this document and in the Order. The performance of the Order is subject to the general terms and conditions of this Agreement. In the event of any conflict between the general terms and conditions set forth in this Agreement and those in the Order, the terms and conditions in the Order shall control.

2.2 Access. StreetLight grants to Customer, for the subscription term specified in the applicable Order, a non-exclusive license to access and use the Data Products and Subscribed Output solely for governmental transportation planning and operational analyses.

2.3 Identification of Users. Customer shall identify the Users to StreetLight and shall supply only Users identified to StreetLight with access to the Data Products and Subscribed Output. Customer shall supply Users access to the Data Products and Subscribed Output only in accordance with the provisions of this Agreement. StreetLight acknowledges that Customer may deliver the Subscribed Output to named consultants who are

performing subcontracting services in support of a specific Subscription Order. Customer shall be responsible for ensuring that Users access the Subscribed Output and Data Products only in accordance with the provisions of this Agreement.

2.4 Limitations on Access. Customer shall not: (a) sell, lease or sublease access to the Data Products; (b) copy, decompile, or reverse engineer any portion of the Data Products; (c) use the Data Products to provide third party processing services to other parties, commercial timesharing, rental or sharing arrangements, or on a "service bureau" basis; (d) remove any StreetLight titles, trademark symbols, copyright symbols and restrictive legends; (e) bypass or disable any protections that may be put in place to provide security for the Data Products or to protect against unlicensed use of the Data Products; (f) use the Data Products to store, transmit or produce infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (g) introduce into the Data Products, or use the Data Products to transmit, viruses, Trojan horses and other harmful or malicious code; (h) interfere with or disrupt the integrity or performance of the Data Products or third-party data contained therein; or (i) use the Data Products with any products, systems, or applications for or in connection with (1) real time navigation or route guidance, including but not limited to turn-by-turn route guidance that is synchronized to the position of a User's or a third party's sensor-enabled device; or (2) any systems or functions for automatic or autonomous control of vehicle behavior.

2.5 Reasonable Precautions. Customer shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards designed to: (i) ensure compliance with the limitations in Section 2.4; (ii) protect against anticipated threats or hazards to the security or integrity of the Data Products; and, (iii) protect against unauthorized access or use of the Data Products.

2.6 No Re-identification. With respect to the use of the Subscribed Output, Customer represents and warrants that: (i) it does not have the ability to use the Subscription and the Subscribed Output to determine the identity of any specific person; (ii) it shall make no attempt to obtain data permitting it to use the Subscription and the Subscribed Output to determine the identity of any person; (iii) it will not accept any information from any third party that permits the use of the Subscribed Output to make such an identification; and (iv) it will make no such identification.

2.7 Excess Use. If Customer exceeds its permitted use of the Subscription, Customer will promptly notify StreetLight and within thirty (30) days thereafter: (i) disable unpermitted or excess use; or (ii) purchase additional subscriptions. StreetLight may review Customer's use of the Subscription, and Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement. StreetLight may suspend Customer's use of the Subscription after giving thirty (30) days' written notice of non-compliance identified in such review, in addition to any other rights or remedies StreetLight may have.

3. EFFORTS AND ADDITIONAL SERVICES.

3.1 Efforts. StreetLight will use commercially reasonable efforts to provide the access and permitted use of the Subscribed Output to Customer as set forth in the applicable Subscription Order. Any addition to the list of Subscribed Output or changes to the access and permitted use of the Subscribed Output will be described in amendments to the Subscription Order, which will be effective when signed by a representative of each party who is authorized to execute contracts. Upon execution by both parties, an amendment to the Subscription Order will become a part of this Agreement.

4. COMPENSATION; PAYMENT TERMS; TAXES.

4.1 Except as expressly set forth in the applicable Order: (a) Subscription fees are invoiced yearly in advance, and (b) Customer shall pay each invoice in full within thirty (30) days after the date of invoice in U.S. dollars. If Customer is delinquent in payment of amounts for the services owed hereunder, StreetLight may give notice to Customer of such delinquency and, in such case, Customer will have thirty (30) days from receipt of StreetLight's written notice to cure the delinquency.

4.2 StreetLight will be entitled to late-payment fees on undisputed amounts due if payments are not received within thirty (30) days after the due date. Late payment fees are defined as the lesser of one and a half percent (1.5%) of the amount due, compounded each subsequent thirty (30) day period that invoices remain unpaid, or the maximum amount permitted by law. Customer will promptly notify StreetLight of any amounts disputed in good faith. The parties will make a good faith attempt to amicably resolve any disputes regarding amounts billed.

4.3 All charges will be exclusive of any taxes and Customer shall be financially responsible for all sales or services taxes that are assessed on the Subscription or the use of the Subscribed Output, excluding any

withholding or taxes based upon StreetLight's income.

5. PROPRIETARY RIGHTS.

5.1 Ownership. As between StreetLight and Customer, all rights, title, and interest in and to all intellectual property rights in StreetLight's Confidential Information, the Data Products, and the Subscribed Output, are owned exclusively by StreetLight. StreetLight shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into the Data Products, any suggestions, enhancements, recommendations or other feedback provided by Customer.

5.2 No Implied License. Except for the limited license set forth in Section 2.2, StreetLight reserves all rights in the Data Products and Subscribed Output and any related StreetLight Confidential Information or intellectual property.

6. CONFIDENTIALITY.

6.1 Definition.

(a) "Confidential Information" means the proprietary information, technical data, trade secrets or know-how, including, but not limited to, ideas, works of authorship, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by a party or a party's affiliate (collectively, the "Disclosing Party") either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment to the other party (the "Receiving Party").

(b) Notwithstanding anything to the contrary herein, any data relating to Customer operations which is provided by Customer, will be deemed to be Confidential Information.

(c) Confidential Information does not include information which (i) has become publicly known and made generally available through no wrongful act of the Receiving Party, (ii) has been rightfully received by the Receiving Party from a third party who is authorized to make such disclosure, (iii) was developed independently without the use of any Confidential Information, or (iv) was already in the Receiving Party's possession at the time of disclosure from a source other than the Disclosing Party and without any obligation of confidentiality.

6.2 Non-Disclosure. Confidential Information may be used by the Receiving Party solely for the purpose for which it is disclosed to the Receiving Party, and as permitted under this Agreement, and may not be used for any other purpose. StreetLight shall hold all data and information input by Customer or provided to StreetLight by Customer in Customer's use of the Data Products to which StreetLight has access in confidence without limitation and may not use or disclose any of it without Customer's written consent. During the term of this Agreement and for a period of five (5) years following the date of termination or expiration of this Agreement, the Receiving Party shall hold the Confidential Information in confidence and may not use or disclose the Confidential Information, except as expressly permitted herein, without the prior written consent of the Disclosing Party, which consent may not be unreasonably withheld. The Receiving Party shall take all reasonable measures to protect the Confidential Information of the Disclosing Party from becoming known to the public or falling into the possession of persons other than those Representatives authorized to have any such Confidential Information, which measures shall include the same degree of care that the Receiving Party uses to protect its own information of a similar nature, but in no event less than a reasonable degree of care. The Receiving Party may only disclose the Confidential Information to its Representatives who have a legitimate "need to know," have been advised of the obligations of confidentiality under this Agreement and are bound in writing to obligations of confidentiality to Receiving Party no less stringent than those set out in this Agreement. For purpose of this Section 6, "Representative" means, with respect to the Receiving Party, its affiliates and its and their officers, directors, stockholders, members, partners, employees, financial and other advisors, attorneys, accountants, consultants and agents.

6.3 Required Disclosure. Nothing in this Agreement will prohibit the Receiving Party from disclosing Confidential Information of the Disclosing Party if legally required to do so by law, by judicial or governmental order or in a judicial or governmental proceeding ("Required Disclosure"); provided that Receiving Party shall: (a) where permitted, give the Disclosing Party reasonable notice of such Required Disclosure prior to disclosure; (b) cooperate with the Disclosing Party in the event that it elects to contest such disclosure or seek a protective order with respect thereto; and (c) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

6.4 Equitable Relief. In the event of a breach or threatened breach of the foregoing confidentiality

obligations by one Party, the other shall suffer immediate and irreparable harm for which, money damages shall be impossible to calculate and be inadequate compensation. Accordingly, either party shall be entitled to seek an injunction, restraining order or other equitable relief to enforce compliance with the provisions hereof; provided, however, that no specification herein of any particular legal or equitable remedy shall be deemed or construed to prohibit either party from seeking or obtaining any other remedy under this Agreement, at law or in equity.

7. NO WARRANTIES.

THE DATA PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, STREETLIGHT SPECIFICALLY DOES NOT WARRANT THAT THE DATA PRODUCTS WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN OR INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

8. INDEMNIFICATION; LIMITATION OF LIABILITY.

8.1 Indemnification.

(a) To the extent permitted by law, Customer hereby agrees to indemnify and defend StreetLight and its directors, officers, agents and employees, and hold them harmless, against any and all third party claims, suits, actions, loss, damages, liabilities, costs or expenses (including reasonable attorneys' fees) to the extent arising out of: (i) Customer's non-compliance with all applicable laws, or the violation of any applicable law or regulation; (ii) Customer's use of the Data Products; and (iii) Customer's breach of its confidentiality obligations or any other term of this Agreement. Nothing herein shall be construed to constitute a waiver of Customer's sovereign immunity pursuant to Ark. Code Ann. §21-9-301

(b) StreetLight hereby agrees to indemnify and defend Customer and its directors, officers, agents and employees, and hold them harmless, against any third party claims, suits, actions, loss, damages, liabilities costs or expenses (including reasonable attorneys' fees) to the extent arising out of: (i) StreetLight's infringement of any copyright or other intellectual property rights of any third party; and (ii) StreetLight's breach of its confidentiality obligations under this Agreement. If the Data Products, or any portion thereof, becomes subject to any third party suit, claim, action or demand ("Claim") or in StreetLight's reasonable judgment is likely to become subject to a Claim alleging that it infringes, misappropriates or violates a third party's intellectual property rights, StreetLight may within a reasonable time, at its sole option and expense, either: (i) secure for Customer the right to continue the use of such item; (ii) replace such item with a substantially equivalent item not subject to any such Claim; (iii) modify such item so that it becomes no longer subject to any such Claim; or (iv) contest the Claim. If StreetLight determines, in StreetLight's reasonable discretion, that it is not commercially feasible to either procure the right to continued use of the applicable item or to replace or modify the applicable item as provided in clauses (i), (ii) or (iii) of the immediately preceding sentence, StreetLight may terminate access to the item and StreetLight's sole liability under this Section shall be to refund Customer all fees and expenses paid by Customer to StreetLight for such item. THIS SECTION 8.1 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY INFRINGEMENT CLAIMS AND ACTIONS.

8.2 Process. All of the foregoing indemnity obligations of StreetLight and Customer are conditioned on: (i) the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, provided that failure to give prompt notice shall not relieve the indemnifying party's obligation hereunder unless the indemnifying party's ability to defend the Claim is prejudiced in a material way; (ii) the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and (iii) the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense.

8.3 Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING OUT OF THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBLE EXISTENCE OF SUCH LIABILITY.

EXCEPT FOR CLAIMS RELATING TO A PARTY'S BREACH OF CONFIDENTIALITY

OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE CONTRACT AMOUNT PAID BY CUSTOMER TO STREETLIGHT DURING THE PREVIOUS TWELVE (12) MONTHS. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

9. TERM AND TERMINATION.

9.1 Term. This Agreement is effective as of the Effective Date and shall continue in full force and effect for a term of one (1) year. Each Order shall be effective as of the date set forth in the applicable Order and shall continue in full force and effect until (a) the end date set forth in such Order or, if no end date is specified, then upon the expiration of termination of this Agreement; or (b) termination in accordance with the terms of this Agreement or the applicable Order.

9.2 Termination.

(a) If any breach of this Agreement or of a Subscription Order occurs, and such breach is not cured within thirty (30) days after written notice from the non-defaulting party, the non-breaching party shall have the right to terminate this Agreement or the affected Subscription Order by giving written notice of termination to the breaching party, which termination shall be effective thirty (30) days after receipt of such written notice of termination.

(b) Without limiting the general application of Section 9.2(a), if StreetLight reasonably believes that Customer is violating or has violated Sections 2.3, 2.5 or 2.6 in any material way, StreetLight may suspend Customer access to the Data Products immediately upon notice to Customer. If after good-faith discussion with Customer, StreetLight believes in its sole discretion that Customer is violating or has violated Sections 2.3, 2.5, or 2.6 in any material way, StreetLight may terminate this Agreement or any Order immediately upon notice to Customer.

(c) Customer may terminate this Agreement or any Subscription Order immediately upon notice to the StreetLight if StreetLight becomes insolvent, is dissolved or liquidated, has a petition in bankruptcy, reorganization, dissolution or liquidation, or similar action filed by or against it, is adjudicated a bankrupt, has a receiver appointed for its business, or makes an assignment for the benefit of creditors.

9.3 Effect of Termination.

(a) Upon expiration or other termination of the Agreement or any Subscription Order for any reason, Customer shall stop using, and StreetLight shall stop providing the Subscribed Output or access to the Data Products, as the case may be. If the Agreement or a Subscription Order is terminated by Customer due to StreetLight's breach, then StreetLight shall refund to Customer, within thirty (30) days after the effective date of termination, all prepaid fees for the remaining portion of any terminated Subscriptions. If the Agreement or a Subscription Order is terminated by StreetLight due to Customer's breach, then Customer shall pay to StreetLight, within thirty (30) days after the effective date of termination, any unpaid fees for the terminated Subscription Order that would have been payable for the remainder of the Subscription Term after the effective date of termination.

(b) Any and all rates, fees and charges set forth in an Order shall be firm and binding for the Order term. In the event this Agreement expires or is terminated by Customer as permitted by Section 9.2, all of the Orders then in effect shall also terminate unless Customer expressly requests otherwise. In the event that Customer requests that one or more Orders not terminate as set forth in the preceding sentence, then the terms and conditions of this Agreement shall continue in full force and effect, and shall continue to apply, with respect to such Orders for the respective Subscription terms.

(c) Upon the expiration or termination of this Agreement for any reason, Sections 2.2-2.6, 5, 6, 7, 8, 9.3 and Section 10 of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

10. MISCELLANEOUS.

10.1 This Agreement will be governed by the laws of the State of Arkansas, without regard to the principles of conflicts of laws thereof.

10.2 This Agreement does not create a joint venture, partnership, employment relationship or other agency relationship between the parties.

10.3 StreetLight may refer to Customer in its marketing materials and on its website as a customer or client, provided that StreetLight does not disclose the nature of the services or products provided to Customer in a manner which identifies Customer, without Customer consent.

10.4 Any failure or delay on the part of either party in the exercise of any right or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege. All waivers and consents, if any, given hereunder shall be in writing.

10.5 Neither party shall assign this Agreement nor any of its rights, interests, privileges, licenses or obligations hereunder without the other party's prior written permission; notwithstanding the foregoing either party may assign its rights hereunder to any successor in interest to all or substantially all of such party's assets to which this Agreement pertains.

10.6 The headings in this Agreement are inserted for convenience of reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

10.7 In the event that any provision of this Agreement is found to be invalid, voidable or unenforceable by any court of law with competent jurisdiction, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall not affect either the validity of this Agreement or the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

10.8 Any rights and obligations which by their nature survive and continue after the end of this Agreement shall survive and continue and shall bind the parties and their successors and assigns, until such obligations are fulfilled.

10.9 This Agreement may be signed in one or more counterparts, each of which will be considered an original, but all of which together form one and the same instrument. Once signed, both parties agree any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original unless prohibited by law.

10.10 This Agreement and any Orders constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

10.11 Unless otherwise provided in this Agreement, all notices, requests, consents and other communications required or permitted under this Agreement will be in writing and will be sent to each party at the address set out in the preamble of this Agreement or any address later provided by such party. All notices will be sent by registered or certified mail, reputable overnight courier or by e-mail or fax with receipt confirmation. All notices sent by registered or certified mail will be deemed effective on the fifth day after deposit in the mail. All notices sent by overnight carrier or by fax will be deemed effective the day after deposit or transmission, as applicable.

10.12 Pursuant to the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transaction Act, both parties agree to accept an electronic signature as a valid replacement of an ink and paper signature for this Agreement.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A PROFESSIONAL SERVICES AGREEMENT
FOR CONSTRUCTION PHASE SERVICES ON
DIXIELAND EXTENSION**

WHEREAS, the City of Springdale is in need of construction phase services for the Dixieland Extension project;

WHEREAS, Garver, LLC was selected as the most qualified engineering firm for these projects;

WHEREAS, the price not to exceed amount for professional construction services shall be \$210,000.00.

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

Section 1. the Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Garver Engineering for construction phase services to be paid from the 2018 Street Bond Fund.

Section 2. The Mayor is authorized to approve change orders as long as the cumulative total of the change orders does not exceed 10% of the original agreement price.

PASSED AND APPROVED this _____ day of January, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

**EXHIBIT D
(FORM OF AMENDMENT)**

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

**City of Springdale
Project No. 18044001**

AMENDMENT NO. 3

This Amendment No. 3, effective on the date last written below, shall amend the original contract between the City of Springdale (“**Owner**”) and Garver, LLC (“**Garver**”), dated January 12, 2021 (the “**Agreement**”).

This Amendment No. 3 adds Services for the:

Construction Phase Services for Dixieland Road Extension in Springdale, AR.

The Agreement is hereby modified as follows:

**EXHIBIT A
(SCOPE OF SERVICES)**

1.1 Construction Phase Services

Per Section 12.8 Extension Consideration for Additional Work Requests, the Owner requests additional part-time resident construction observation services as shown in the following table.

The addition of 360 calendar day for construction phase services will be added for the Dixieland Road Extension project, City of Springdale Job 18BPS14.

WORK DESCRIPTION	CONTRACT PERFORMANCE TIME (MOS.)	ORIGINAL CONTRACT PERFORMANCE TIME (DAYS)	AMENDMENT NO. 3 CONTRACT PERFORMANCE TIME (DAYS)	DAYS/WEEK
Construction Phase Services – Dixieland Rd. Extension	12	0	360	4 hrs/day, 5 days/week

**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	ORIGINAL FEE AMOUNT	AMENDMENT NO. 1	AMENDMENT NO. 2	AMENDMENT NO. 3	FEE TYPE
Construction Phase Services – 64 th St. Improvements & Extension	\$178,000.00	\$0.00	\$41,000	\$0.00	Hourly
Construction Phase Services – 40 th St. Improvements	\$0.00	\$266,088.00	\$0.00	\$0.00	Hourly
Construction Phase Services – Gene George South Phase I	\$0.00	\$203,794.00	\$0.00	\$0.00	Hourly
Construction Phase Services – Har-Ber Ave. Ext. Phase I	\$0.00	\$0.00	\$200,000.00	\$0.00	Hourly
Bidding Services – Har-Ber Ave. Ext. Phases I & II	\$0.00	\$0.00	\$27,300.00	\$0.00	Hourly
Construction Phase Services – Dixieland Rd. Extension	\$0.00	\$0.00	\$0.00	\$210,000.00	Hourly
TOTAL FEE	\$178,000.00	\$469,882.00	\$268,300.00	\$210,000.00	

Increase the total amount paid to GARVER under this agreement by \$210,000.00 from \$916,182.00 to \$1,126,182.00.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Springdale

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Attest: _____

Garver, LLC

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Attest: _____

Exhibit B**City of Springdale
S. Dixieland Road Extension****CONSTRUCTION PHASE SERVICES**

WORK TASK DESCRIPTION	E-4	C-3	C-2	C-1	X-2	2-Man Crew (GPS Survey)	- Select Category -
	\$203.00	\$171.00	\$140.00	\$109.00	\$97.00	\$247.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	8				80		
Site Survey						10	
Response to Inquiries	220						
Subtotal - Project Management	228	0	0	0	80	10	0
2. Civil Engineering							
Preconstruction Meeting	4			2			
Utility Coordination Meeting				4			
Progress Meetings with Contractor/City	24			12			
Monthly Pay Requests	8			10	24		
Shop Drawings/Material Submittals	24						
Record Drawings	4			24			
On-Site Meetings							
Resident Construction Observation (360 Cal Days at 4hrs/day)			80	1030			
Field checking earthwork quantities, Contractor's layout, etc.							
Prepare Change Orders	8				20		
Final Project Inspection and Punchlist	2			8			
Subtotal - Civil Engineering	74	0	80	1090	44	0	0
3. Structural Engineering							
Response to Inquiries							
Shop Drawings							
Subtotal - Structural Engineering	0	0	0	0	0	0	0

Hours	302	0	80	1090	124	10	0
Salary Costs	\$61,306.00	\$0.00	\$11,200.00	\$118,810.00	\$12,028.00	\$2,470.00	\$0.00

SUBTOTAL - SALARIES: \$205,814.00**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$252.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$3,934.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$4,186.00**SUBTOTAL: \$210,000.00****SUBCONSULTANTS FEE: \$0.00****TOTAL FEE: \$210,000.00**

RESOLUTION NO. _____

**A RESOLUTION TO AMEND THE 2022 BUDGET OF THE
SHILOH MUSEUM TO AUTHORIZE ROOF REPAIRS AT
305 N. MAIN ST.**

WHEREAS, the Shiloh Museum incurred damage to the roof at property owned by the City of Springdale at 305 N. Main St.;

WHEREAS, the City has received insurance proceeds for the damage to the roof;

WHEREAS, the Shiloh Museum would like to pay for the roof repairs at 305 N. Main St., with the proceeds from the insurance proceeds received for the damage; and

WHEREAS, the Shiloh Museum requests that the 2022 budget of the Shiloh Museum be amended to allow the transfer of \$25,879.36 in insurance proceeds from the insurance recovery account to the Shiloh Museum budget, to fund the repairs to the roof at 305 N. Main St.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2022 budget of the Shiloh Museum be amended to transfer \$25,879.36 from the insurance recovery account to the Shiloh Museum Budget, and the Shiloh Museum is hereby authorized to pay for roof repairs at 305 N. Main St. therefrom.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

RITE WAY ROOFING

ARKANSAS LIC. #0318530114
OKLAHOMA LIC. #80001605

www.ritewayroofingnwa.com

INVOICE

P.O. Box 3877
Fayetteville, AR 72702
479-521-7767

Claim # 22-00465-110

Proposal Submitted to: City of Springdale (Shiloh)	Phone:	Date:
Address: 1000 - 305 N. Main	Job Location/Name	Page ____ of ____
City, State, Zip Springdale AR	Notes:	
Architect:	Date of Plans:	

We Respectfully Submit the Following for Payment

Date	Description	Amount
NOV-25-2022		
	Remove + Replace	
	1-layer O.G. Duvrion Black	
	New felt, New pipe boots,	
	New Turbines, New Drip	
	EDGE, New Box vent,	
	Ice + water in valleys	
	+ SIOE walls, Install	
	PLYWOOD on Porch	
	+ SA Modified Base +	
	CAP Sheet + R/flash	
	Porch	
	haul away ALL debris	
	Install New gutters +	
	Downspouts + Gutter screen	
	Total Due	

Payment Terms:

\$25,879 ³⁶/₁₀₀

RESOLUTION NO. _____

**A RESOLUTION TO AMEND THE 2023 BUDGET OF THE
SHILOH MUSEUM TO AUTHORIZE ROOF REPAIRS AT
307 N. MAIN ST.**

WHEREAS, the Shiloh Museum incurred damage to the roof at property owned by the City of Springdale at 307 N. Main St.;

WHEREAS, the City has received insurance proceeds for the damage to the roof;

WHEREAS, the Shiloh Museum would like to pay for the roof repairs at 307 N. Main St., with the proceeds from the insurance proceeds received for the damage; and

WHEREAS, the Shiloh Museum requests that the 2023 budget of the Shiloh Museum be amended to allow the transfer of \$26,486.34 in insurance proceeds from the insurance recovery account to the Shiloh Museum budget, to fund the repairs to the roof at 307 N. Main St.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2023 budget of the Shiloh Museum be amended to transfer \$26,486.34 from the insurance recovery account to the Shiloh Museum Budget, and the Shiloh Museum is hereby authorized to pay for roof repairs at 307 N. Main St. therefrom.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

Serving ALL of Northwest Arkansas

RITE WAY ROOFING

Locally Owned and Operated

Phone: 479-521-7767

Fax: _____

Email: riteway42@gmail.com

www.ritewayroofingnwa.com

Arkansas Lic. #0318530114

Oklahoma Lic. #80001605

Address:

P.O. Box 3877

Fayetteville, AR 72702

Representative Tracy Taylor 479-445-7141 Date Oct-17, 20 22

Rite Way Roofing agrees to furnish all materials for the work (specified below) on premises at

Name City of Springdale Phone _____

Address 307 N. Main Springdale State Zip

(Please Read Carefully)

SPECIFICATIONS FOR LABOR AND MATERIAL — TERMS AND CONDITIONS

Contract AS Per insurance scope of Damage + Funds
minus window screens AND combing of AC FINS

Remove + Replace 2-layers of Shingles OL Duration (Black)
New Synthetic Felt, New Pipe Boots, New Drip Edge,
New Turbine, Replace Power Vent with Turbine, ice +
water shield in valleys, Replace metal awning with
modified SA Base + CAD (Black) New Decking + Fascia
New gutters + gutter screens (white), 4' Fascia metal
25,936³⁴

Riteway to haul away ALL Debris "Extra" 60 Foot Downspouts \$550⁰⁰
5 Year Leak warranty, 30 Year Shingles
26,486³⁴

Cost Doesn't Reflect ANY Rotting Decking
60 per sheet LABOR + Material IF Needed

I (We) _____, the owner(s) of the above address, give my consent for Rite Way Roofing to act as my agent concerning all roofing-related matters with my insurance company. If the insurance company agrees with our figure, this becomes a binding contract.

Insurance company and/or agent _____ Policy # _____

All proposals subject to approval of management. Contractor to perform work in a good workmanlike manner, maintain assurance and comply with contractors License Regulations. This proposal will expire 40 days from the date unless extended in writing by the company. After 30 days we reserve the right to revise our price in accordance with current cost. This contract shall become binding upon acceptance by the Contractor and constitutes the entire understanding of the parties and no other understanding, alteration, verbal, collateral or otherwise shall be binding unless in writing and signed by both parties. Past due sums bear interest at the rate of Eighteen (18) Percent per annum. Replacement of deteriorated decking, fascia, ventilators, a/c ducts, sub roofing, flashing or other materials, unless otherwise stipulated in the contract are not included in the contract price. Labor Warranty does not cover damage to roof caused by lightning, gale (50MPH) winds, tornado, hailstorm, impact of foreign objects, violent storm or causality, damage due to settlement, distortion, failure or cracking of roof deck, walls or foundations, pondings, or standing water due to improper drainage deflection, or insufficient slope.

PRE-LIEN NOTICE: The following is provided to you as may be required by law: (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company has not been paid for the contributions. (b) You have the right to pay persons who supplied labor or material for this improvement directly and deduct this amount from our contract price, or withheld the amounts due them from us until 120 days after completion of this improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who give you timely notice.

I (We) the OWNER(S) agree to pay upon completion: _____ Sub-Total \$ _____

Sales Tax \$ X X

Overhead & Profit Applies \$ _____

TOTAL \$ 26,486 34

Overhead & Profit Applies: ☐ Yes ☐ No

Authorized by: _____ Date: _____

Authorized Agent

Purchaser

RESOLUTION NO. _____

**A RESOLUTION TO WAIVE COMPETITIVE
BIDDING AND TO APPROPRIATE FUNDS FOR
FURNITURE**

WHEREAS, the City of Springdale will complete Phase 2 of the Criminal Justice Complex this year, and

WHEREAS, the City of Springdale originally planned to use old furniture in Phase 2, and

WHEREAS, it would be beneficial to replace the old furniture as we move into the new facility, and

WHEREAS, the City of Springdale has previously purchased furniture for Phase 1 and will purchase furniture for Phase 2 from Innovative Business Furniture, therefore the city council has determined that it is not feasible or practical to follow the procedures of taking competitive bids as described in Arkansas Code 14-58-303, and

WHEREAS, Arkansas Code 14-58-303 states, “The governing body by resolution may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical”;

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

Section 1. This Council finds that due to the specific needs of city departments moving into Phase 2 of the Criminal Justice Complex, it is not feasible or practical to use competitive bidding and competitive bidding on furniture and equipment are here by waived for an amount not to exceed \$665,000.

Section 2. There is hereby appropriated \$665,000 of funds from the General Fund Reserve for this project.

PASSED AND APPROVED this 10th day of January, 2023

.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION TO WAIVE COMPETITIVE
BIDDING AND TO APPROPRIATE FUNDS FOR
EQUIPMENT**

WHEREAS, the Springdale Fire Department is in need of a console for the alerting system, and

WHEREAS, the console would unencumber a physical dispatch station during the alerting process, and

WHEREAS, the equipment is a sole source item and available on the state buy board, and

WHEREAS, the city council has determined that it is not feasible or practical to follow the procedures of taking competitive bids as described in Arkansas Code 14-58-303, and

WHEREAS, Arkansas Code 14-58-303 states, “The governing body by resolution may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical”;

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

Section 1. This Council finds that due to the specific needs of the Fire Department, it is not feasible or practical to use competitive bidding for the equipment and is here by waived for an amount not to exceed \$68,000.

Section 2. There is hereby appropriated up to \$68,000 of funds from the Act 833 Fund for this project.

PASSED AND APPROVED this 10th day of January, 2023

.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney



DEPARTMENT FUNDING REQUEST

Department:		Date:
Point of Contact:	Amount Requested: \$	
Date to be Presented to Committee: ____/____/20____		
Brief Description of Funding Request:		
Funding Source: (General Fund, Special Fund, etc.)		
IS IT BUDGETED?		
YES ☐		NO ☐
\$0 - \$34,999 No Council approval needed		☐ \$0 - \$4,999
Request to waive bidding? ☐ Buy Board ☐ Sole Source		☐ \$5,000 - \$34,999 Requires 3 Quotes
Signature: <i>Blake Holte</i>		☐ \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? ☐ Buy Board ☐ Sole Source

Pricing Comparison

Old Pricing:

Pricing

One (1) MCC 7500 Dispatch Position for Locution:

System Total List Price	\$99,541.00
Services/Installation	\$54,803.00
Equipment	\$44,738.00
NASPO Equipment Discount (27%)	(\$12,138.00)
Additional Discount Incentive	(\$5,500.00)
Subtotal	\$81,876.00
Tax	\$7,982.91
Total:	\$ 89,858.91

Current Pricing:

Pricing

One (1) MCC 7500 Dispatch Position for Locution:

System Total List Price	\$99,541.00
Services/Installation	\$54,803.00
Equipment	\$44,738.00
NASPO Equipment Discount (27%)	(\$12,138.00)
Additional Discount Incentive	(\$27,000.00)
Subtotal	\$60,403.00
Estimated Tax	\$5,889.29
Total:	\$ 66,292.29

Summary on Discount:

Service's discount was \$5,500 and now is \$27,000.

Overall total discount with reduced estimated taxes is now \$29,093.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE A NOTICE OF ADDITIONAL SERVICES SPACKMAN, MOSSOP, MICHAELS FOR WATER AND SEWER IMPROVEMENTS RELATED TO LUTHER GEORGE PARK PROJECT

WHEREAS, The City of Springdale has contracted with Spackman, Mossop, Michaels for improvements known as the Luther George Park Project; and

WHEREAS, an amendment to the agreement is necessary to realign an existing sewer line and;

WHEREAS, Olsson Engineers has proposed a revised design fee as a subconsultant to Spackman, Mossop, Michaels:

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

Section 1. The Mayor and City Clerk are authorized to execute Notice of Additional Services #1 to the Luther George Park Project for \$4750.00.

PASSED AND APPROVED this 10th day of January, 2023.

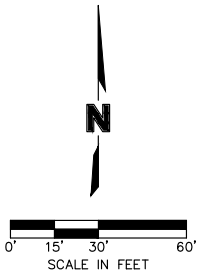
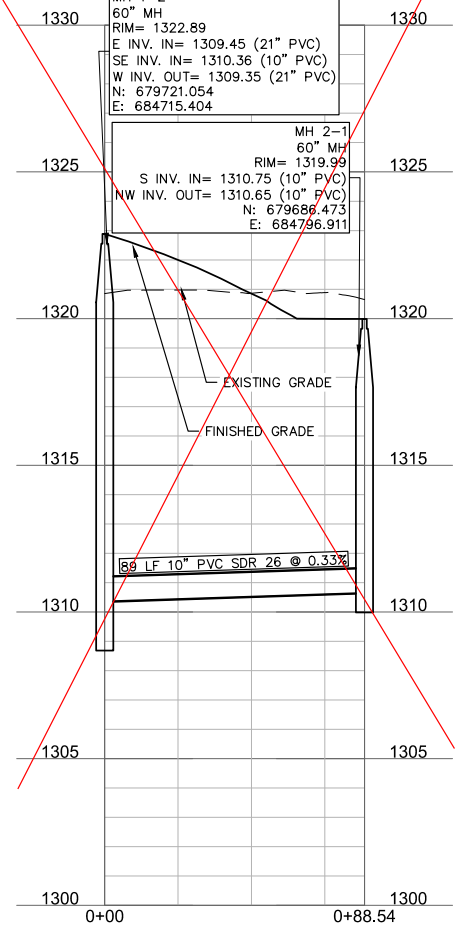
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

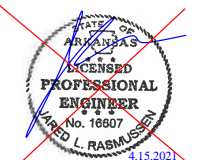
APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

~~SANITARY MAIN 2 (0+00 - 0+88.54)~~

STATUS:
0% CONSTRUCTION DOCUMENTS

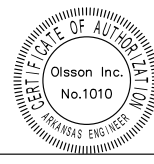
DATE:
APRIL 15, 2021

[illegible]

MM Project No:
8093

Sheet No:
SANITARY SEWER PLAN &
PROFILE

Sheet No: **C301**





Document G801™ – 2017

Notice of Additional Services

PROJECT: *(name and address)*
Luther George Park Bidding and
Construction Administration Services
Luther George Park, Springdale, Arkansas

AGREEMENT INFORMATION:
Date: 3/14/2022

NOTICE INFORMATION:
Notice Number: 001
Date: 12/16/2022

OWNER: *(name and address)*
City of Springdale
201 Spring Street Springdale, AR 72764

ARCHITECT: *(name and address)*
Spackman Mossop Michaels
1824 Sophie Wright Place, New Orleans,
LA 70130

Select as appropriate:

- ☒ **ADDITIONAL SERVICES THAT REQUIRE THE OWNER'S WRITTEN AUTHORIZATION TO PROCEED**
(Refer to the Owner-Architect Agreement for a list of Additional Services that require the Owner's written authorization to proceed.)

The Architect hereby notifies the Owner of the need, and requests the Owner's authorization, to perform the following Additional Services:
(Describe the proposed Additional Services and explain the facts and circumstances giving rise to their need.)
Olsson shall revise and prepare construction documents (plan and profiles) for the proposed sanitary sewer re-alignment in accordance with City of Springdale requirements. The re-design of the sanitary sewer main is reflected in Exhibit 'A' attached. This was based on notes prepared during a discussion with Springdale Water Utilities.

Submittals to Springdale Water Utilities and the Arkansas Department of Health for review and approval of the public sanitary sewer improvements. Review fees will be included as a reimbursable expense.

Compensation Adjustment:
Lump Sum: \$4,750.00

Schedule Adjustment:
N/A

- ☐ **ADDITIONAL SERVICES TO AVOID DELAY IN CONSTRUCTION**
(Refer to the Owner-Architect Agreement for a list of Additional Services that the Architect may provide to avoid delay in Construction.)

The Architect hereby notifies the Owner of the need to perform the following Additional Services:
(Describe the Additional Services and explain the facts and circumstances giving rise to their need.)

Compensation Adjustment:

Schedule Adjustment:

Note: The Architect may have already begun to provide these services to avoid delay in the Construction Phase of the Project. If the Owner determines that all or parts of these services are not required and elects to discontinue these services, the Owner

must promptly notify the Architect and compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

ISSUED BY THE ARCHITECT:

Spackman Mossop Michaels LLC

ARCHITECT (Firm name)


SIGNATURE

Emily Bullock, Principal

PRINTED NAME AND TITLE

12/16/22

DATE

OWNER'S AUTHORIZATION, IF REQUIRED:

City of Springdale

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE