

**CONTRACT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT by and between City of Tontitown, AR hereinafter referred to as OWNER, and Carl D. Gales, dba KAS Gales Co., hereinafter referred to as ENGINEER;

WITNESSETH

That for and in consideration of the terms, covenants and conditions contained, the parties have agreed and hereby agree as follows:

ARTICLE I
PROJECT

Section 1.1 Project. The project comprises the civil engineering services for Tontitown New Fire Station as shown on Exhibit C, more particularly as set forth in Exhibit A attached hereto and made a part hereof.

ARTICLE II
Performance

Section 2.1 Engineer's Understanding. ENGINEER shall promptly, diligently and in a good and professional manner perform and complete the engineering work, studies and services as required for said project. Engineering and/or surveying will be started upon contract signing and written notice to proceed issued.

Section 2.2 Available Information. OWNER shall provide all available plans, reports, records, correspondence photographs, survey data in electronic format (ACAD), etc., pertaining to the prosecution of the work.

Section 2.3 Term. The term of this Agreement shall be deemed to commence effective with the Notice to Proceed and unless sooner terminated as hereinafter provided, the contract shall continue in effect until completion of the construction and the project (including closing documents) is accepted by OWNER.

Section 2.4 Cancellation. Either party may cancel this Contract at any time after the expiration of thirty (30) days from the date of service of the cancellation notice of the other party; provided, however, that in such event, work in progress on the effective date of such cancellation shall be compensated on the amount completed to that date as shown by Exhibit "B".

Section 2.5 Settlement on Cancellation. Notwithstanding the termination or cancellation of this Agreement prior to its expiration, OWNER shall remain liable to ENGINEER for compensation for services performed prior to the termination date in accordance with the provisions as to compensation due ENGINEER hereinafter provided in Exhibits "A" and "B".

Section 2.6 Compliance with Laws. ENGINEER shall at all times comply with all Federal, State and Local statutes, executive orders, regulations, and laws.

Section 2.7 Access to Records. The OWNER or any of their duly authorized representatives shall at all convenient hours have access to any books, documents, papers and records of ENGINEER which are

directly pertinent to said project or the engineering services to be rendered for the purpose of making audit examination excerpts and descriptions.

Section 2.8 Ownership of Documents. All design notes, reports, design plans, specifications, special studies, records and other data of any nature prepared under this Agreement shall remain the property of the ENGINEER. Upon completion or termination of the services of ENGINEER, OWNER shall be furnished with one complete set of reproducible drawings.

ARTICLE III
Compensation

Section 3.1 Compensation. For professional services as set forth in Article I, OWNER shall compensate ENGINEER as shown in Exhibit "B". Invoices shall be on a percentage basis and due within 30 days upon submitting for payment.

ARTICLE IV
Miscellaneous

Section 4.1 Notices. Notice to OWNER shall be deemed given by written notice personally served, or sent by registered mail to
James Clark, PW Director
City of Tontitown,
P.O. Box 305
Tontitown, AR, 72770

Or other address as OWNER may from time to time specify in writing. Notices to ENGINEER shall be deemed given by written notice personally served, or sent by registered mail to ENGINEER's address:

Carl Gales, PE
KAS Gales Co
18772 Harmon Road,
Fayetteville, AR, 72704

Or other address as Engineer may from time to time specify in writing.

Section 4.2 Amendments to Contracts. This Contract may be amended and/or supplemented only in writing by the parties hereto. The Owner's name may be changed to a different name in this contract as agreed to ENGINEER.

Section 4.3 Capacity to Execute. OWNER and ENGINEER each warrant and represent to one another that this Agreement constitutes a legal, valid and binding obligation of that party.

IN WITNESS WHEREOF, the parties have executed this Contract this _____ day of _____, 2021.

BY: _____

BY: _____

EXHIBIT A

Scope

I. City Planning and Permitting (Percentage of Construction)

Engineer will attend meetings and provide project coordination and permitting with the City and State as required to obtain entitlements and permits necessary for project construction. Planning deliverable will include Large Scale Development Plans, Grading, Drainage, Erosion Control, Landscape and other plans required by the Planning Department. Work within the right-of-way and connections to public utilities may require the project to seek approval from the City, State or other entities.

II. Civil Design Services (Percentage of Construction)

Based on the owner approved Conceptual Site Plan provided by the client, the Engineer will provide the Civil Engineering documents required to permit, entitle and construct the site improvements. Engineer will provide collaborative technical design efforts and documents in support of the Schematic Design, Design Development and Construction Documents phases of the project including matching location of Utilities and Stormwater connections shown on Owner's, Client's Drawings or their Subcontractor's Drawings.

Construction Documents to include:

- Cover sheet
- Site Plan
- Demolition Plan (as required)
- Grading and Drainage Plan
- Erosion Control Plan
- Utility Plan
- Applicable Detail Sheets
- Landscape Plan
- Exterior Lighting
- Drainage Design and Report: Engineer shall complete the drainage design and report.
- Specifications: As part of the construction document package provided to the client, Engineer shall provide site specifications to the client for contractor use during construction.

Utility Coordination: Engineer shall coordinate utility and drainage connections and meter locations with electric, telecom, natural gas, and other service providers. Information gathered during coordination will be shared with the project team and reflected within the final utility plan of the construction document set. Preliminary construction drawings can be submitted to the Client for acceptance prior to being submitted to the Owner for review at the owner's request. Owner requested changes during the design phase are a regular part of coordination, changes resulting in redesign will not be considered additional work until all permits and entitlements are achieved.

III. Construction Administration (Hourly not to exceed)

Engineer shall facilitate project communication and maintain project records for both the civil and landscape related phases during the construction administration phase. Tasks associated with the phase may include the following:

- Bidding and Negotiation
- Preconstruction Meeting
- Review of related shop drawings
- Review and approval of submittals
- Respond to RFI's

- Attend OAC meetings as required
- Complete the final site punch list
- Public improvements inspection and punch list
- Waterline Tap Inspections

Additional Services

In addition to the services described above Engineer is available to provide and/or coordinate additional services when requested and authorized by the owner. All additional services will be performed under separate letter or upon an hourly basis per the attached schedule of charges.

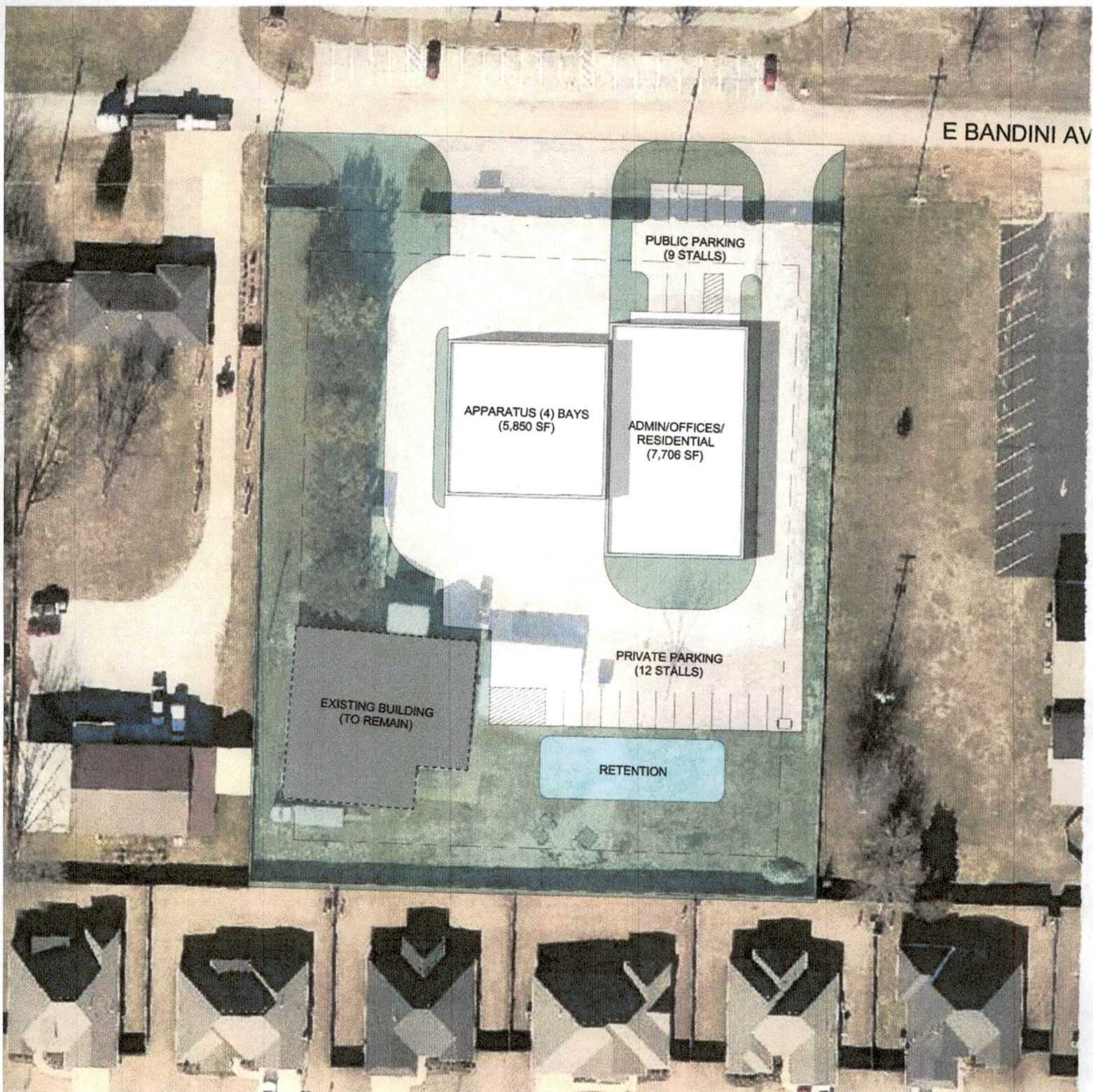
Additional services not in base proposal:

- Site Lighting Photometrics
- Off site utility plans
- Off site street improvement plans such as road widening, traffic signals, or turn lanes
- LEED permitting / certification
- Construction staking services
- Conditional-use permits or variances
- Materials testing
- Perspectives, renderings, and models
- Environmental site assessments
- Replating
- Easement document preparation or legal descriptions
- Preparation of covenants of development agreements
- Alley vacation, easements abandonments and right of way dedications
- Final as-built survey completed by a PLS
- Historical or archeological studies
- Updated title policy
- Wetlands delineation / 404 permitting
- Water distribution report
- Topographic/Boundary Survey
- Rezoning
- Geotechnical reporting
- Retaining wall design for walls exceeding 5' in height
- Irrigation Plans and Specifications

EXHIBIT B

General Fee Schedule

Professional Engineer	\$150.00 per hour
Professional Land Surveyor	\$125.00/ hour
Project Manager	\$100.00 / hour
Administration	\$55.00 /hour
Cad Designer	\$75.00 / hour
Cad Tech	\$55.00 / hour
Survey Field Crew (2 men) (Minimum \$500.00)	\$200.00 / hour
Drone Field Crew (Minimum Charge \$600.00)	\$200.00/ hour
Mileage	\$0.65 / mile



E BANDINI AV

PUBLIC PARKING
(9 STALLS)

APPARATUS (4) BAYS
(5,850 SF)

ADMIN/OFFICES/
RESIDENTIAL
(7,706 SF)

PRIVATE PARKING
(12 STALLS)

EXISTING BUILDING
(TO REMAIN)

RETENTION

STRUCTURAL SITE PLAN

Architect
WER Northwest Arkansas
112 West Center Street, Suite 410
Fayetteville, Arkansas 72701
479.966.4477
www.WERarch.com

TONTITOWN FIRE STATION