



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Meeting Agenda Public Services Council Committee

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Monday, September 10, 2012

4:00 PM

Huntington Building

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### 1. Call To Order

### 2. Approval of minutes

[MIN-12:063](#) Minutes for the Public Service Committee meeting on August 13, 2012

**Attachments:** [Minutes](#)

### 3. New Business

#### *Resolutions To Be Introduced*

[RES-12:145](#) RESOLUTION AUTHORIZING A CONTRACT WITH BARRE LANDSCAPE CONSTRUCTION AND THE CITY OF JONESBORO

**Sponsors:** Parks & Recreation

**Attachments:** [Contract with Barre Landscape](#)  
[Bid Barre Construction Lewellen Playground](#)  
[barre cert of insurance](#)

[RES-12:146](#) A RESOLUTION TO CONTRACT WITH WINGS TO GO FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

**Sponsors:** Parks & Recreation

**Attachments:** [Wings to Go](#)

[RES-12:149](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A LEASE AGREEMENT WITH SOUTHWEST CHURCH OF CHRIST

**Sponsors:** Mayor's Office

**Attachments:** [Southwest Church of Christ Lease](#)

[RES-12:158](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL SERVICES

**Sponsors:** Parks & Recreation

**Attachments:** [jonesboro campbell park revised](#)

[RES-12:160](#) RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO

CONTRACT WITH BRACKETT KRENNERICH ARCHITECTS FOR THE EARL BELL  
SHOWER AND BATHROOM RENOVATIONS FOR DISASTER RELIEF  
PREPAREDNESS

**Sponsors:** Parks & Recreation

**Attachments:** [Brackett Krennerich Contract Earl Bell Ike Grant](#)

**4. Pending Items**

**5. Other Business**

**6. Public Comments**

**7. Adjournment**



# City of Jonesboro

515 West Washington  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-12:063    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 8/14/2012    **In control:** Public Services Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Public Service Committee meeting on August 13, 2012  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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title  
Minutes for the Public Service Committee meeting on August 13, 2012



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Meeting Minutes - Draft Public Services Council Committee

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Monday, August 13, 2012

4:00 PM

Huntington Building

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### 1. Call To Order

*Mayor Perrin was unable to attend.*

**Present** 3 - Charles Frierson; Ann Williams and Chris Gibson

**Absent** 2 - Rennell Woods and Tim McCall

### 2. Approval of minutes

**MIN-12:049** Minutes for the Public Service Committee meeting on June 11, 2012

**Attachments:** [Minutes](#)

**A motion was made by Councilman Charles Frierson, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED by a unanimous vote**

**Aye:** 2 - Charles Frierson and Ann Williams

**Absent:** 2 - Rennell Woods and Tim McCall

### 3. New Business

#### *Resolutions To Be Introduced*

**RES-12:126** A RESOLUTION TO CONTRACT WITH ARKANSAS RUSH SOCCER CLUB

**Sponsors:** Parks & Recreation

**Attachments:** [ARRush\\_JMCPrk\\_Contract 2012-13\\_7-10-12](#)

*Parks Director Wixson Huffstetler explained this contract is the same as last years. He added they pay the City per kid for registration, which amounted to \$6,300 last year.*

**A motion was made by Councilwoman Ann Williams, seconded by Councilman Charles Frierson, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 2 - Charles Frierson and Ann Williams

**Absent:** 2 - Rennell Woods and Tim McCall

**RES-12:131** A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BELK CONSTRUCTION, INC. FOR THE DESIGN/BUILD - GRANULAR STORAGE BUILDING

**Sponsors:** Parks & Recreation

**Attachments:** [Bid Tab](#)  
[Project Manual](#)

*Chairman Gibson explained this project will cost \$64,500 and the City received \$50,000 from A&P. He added \$14,500 will come out of capital improvements for this project.*

*Councilman Charles Frierson asked what is a granular building. Mr. Huffstetler answered this building will hold the infield sand and clay dirt so they don't get rained on.*

*Chairman Gibson asked if the existing building is big enough to hold the materials. Mr. Huffstetler answered no.*

**A motion was made by Councilman Charles Frierson, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 2 - Charles Frierson and Ann Williams

**Absent:** 2 - Rennell Woods and Tim McCall

**RES-12:138** A RESOLUTION TO REQUEST FREE UTILITIES AT LEWELLEN PARK

**Sponsors:** Parks & Recreation

*Mr. Huffstetler stated the park has no electricity and the Lewellen family is coming to town for the dedication of the park in the name of Rev. Lewellen. He added once there is electricity at the park then the City can rent out the park.*

*Councilman Frierson asked if the park will have substantial lighting throughout the park. Mr. Huffstetler answered no, because this is for a power outlet that will be hooked up to a pole.*

*Discussion was then held concerning lighting at the park.*

**A motion was made by Councilman Charles Frierson, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 2 - Charles Frierson and Ann Williams

**Absent:** 2 - Rennell Woods and Tim McCall

**4. Pending Items**

**5. Other Business**

Lighting resolution

*Councilman Charles Frierson motioned, seconded by Councilwoman Ann Williams, that the Mayor write a resolution that will improve the on ground lighting at LeWellen Park comparable to the lighting at Parker Park. All voted aye.*

**6. Public Comments**

**7. Adjournment**

**With no further business, Chairman Gibson adjourned the meeting.**



## Legislation Details (With Text)

<b>File #:</b>	RES-12:145	<b>Version:</b>	1	<b>Name:</b>	Contract with Barre Landscape for playground equipment at Lewellen Park
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	8/22/2012	<b>In control:</b>		<b>In control:</b>	Public Services Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	RESOLUTION AUTHORIZING A CONTRACT WITH BARRE LANDSCAPE CONSTRUCTION AND THE CITY OF JONESBORO				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Contract with Barre Landscape</a> <a href="#">Bid Barre Construction Lewellen Playground</a> <a href="#">barre cert of insurance</a>				

Date	Ver.	Action By	Action	Result
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title  
RESOLUTION AUTHORIZING A CONTRACT WITH BARRE LANDSCAPE CONSTRUCTION AND THE CITY OF JONESBORO

body  
WHEREAS, The City of Jonesboro desires to purchase and install playground equipment for Lewellen Park;  
and,  
  
WHEREAS, Barre Landscape Construction was the lowest bid meeting specifications, and,  
  
WHEREAS, the money shall come from the (CDBG budget) account 10-165-0500-00 in the amount of \$35,682.00

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

The City of Jonesboro shall enter into a contract with Barre Landscape Construction to authorize purchase and installation of playground equipment at Lewellen Park.

That Mayor Harold Perrin and the City Clerk, Donna Jackson, are hereby authorized to execute such contracts as are necessary to effectuate this agreement. A copy of the proposed agreement is attached hereto as Exhibit A.

**STATE OF ARKANSAS  
SERVICES AGREEMENT**

**City of Jonesboro**

This AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Jonesboro, a political subdivision of the State of Arkansas, having its principal place of business at 515 W. Washington Ave., Jonesboro, AR 72401 ("**City**"), and Barre Landscape Construction located at 41 Lieblong Road, Greenbrier, AR 72058 ("**Contractor**").

In consideration of the covenants hereinafter set forth, the parties mutually agree as follows:

1. **CONTRACT PERIOD** – This Agreement shall begin on the date the NOTICE TO PROCEED is received by **Contractor** and shall be completed within thirty (30) days of equipment delivery.
2. **SCOPE OF SERVICES** – City of Jonesboro has employed **Contractor** to provide and install playground equipment at Lewellen Park. These services to be provided by **Contractor** are set forth more fully in City of Jonesboro Bid No. 2012:32.
3. **PRICE** – City of Jonesboro agrees to pay **Contractor** the total sum not to exceed thirty-five thousand six hundred eighty-two dollars (\$35,682.00).
4. **STANDARD OF CARE** – Services performed by **Contractor** will be conducted in a manner consistent with that level of care and skill exercised by members of the profession with **Contractor's** experience and qualifications currently providing similar services.
5. **DOCUMENTS** – In connection with the performance of the services, **Contractor** may deliver to City of Jonesboro five or more reports or other written documents reflecting services provided. All such reports or other written documents shall become the property of City of Jonesboro upon delivery; however, all original data gathered by **Contractor** and work papers produced by **Contractor** in the performance of services are, and shall remain the sole and exclusive property of **Contractor**.
6. **PAYMENT TERMS** – **Contractor** will submit monthly service invoices, which shall include a detailed listing of charges, to City of Jonesboro and a final bill upon completion of services. City of Jonesboro shall notify **Contractor** within ten (10) days of receipt of an invoice of any dispute with the invoice and **Contractor**, upon such notice, shall provide back-up data to City of Jonesboro and **Contractor** will, therefore, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by City of Jonesboro and is past due thirty (30) days from the date the invoice is received by the **City**, then **Contractor** shall have the right to either suspend all services provided pursuant to this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Section 17.

**NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.**

7. **NON-APPROPRIATION** – It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the City of Jonesboro will only be required to pay for services completed to the satisfaction of the City.
8. **INSURANCE** – **Contractor** agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in Arkansas, the following minimum insurance coverage's:



Worker's Compensation  
Coverage A – State of AR Statutory  
Coverage B – Employers Liability  
\$1,000,000 Each Accident  
\$1,000,000 Disease, Per Employee  
\$1,000,000 Disease, Policy Limit

Comprehensive Liability - \$1,000,000 per occurrence – combined single limit / \$2,000,000 general aggregate to include products and completed operations.

Automobile \$1,000,000 per occurrence single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

**No deviation will be accepted unless, in the CITY'S sole discretion, it is more advantageous to the City of Jonesboro (I.e. \$1,000,000 – a \$2,000,000 or \$5,000,000 limit would be acceptable.)**

Certificates for all such policies of insurance shall be provided to the City of Jonesboro upon the execution of this Agreement.

9. **INDEMNIFICATION** – The contractor agrees to indemnify and save harmless the City of Jonesboro of and all City of Jonesboro officers, agents and employees from any and all claims, suites, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the City, its officers, agents and employees.

10. **DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT** – All uncontaminated samples obtained pursuant to this Agreement remain the property and responsibility of the **City**. These samples or other specimens will be disposed of sixty (60) days after submission of **Contractor's** report. Upon written request, **Contractor** will store samples for longer periods of time or transmit the samples to the City of Jonesboro for a mutually acceptable charge.

All contaminated samples and materials (containing or potentially containing hazardous constituents) obtained pursuant to the Agreement remain the property and responsibility of **Contractor** and shall be returned to the **Contractor** for proper disposal. It is understood and agreed that **Contractor** is responsible as a handler, generator, operator, treater, storer, transporter, or disposer of hazardous or toxic substances, waste or materials found or identified at the site.

11. **CONTROL OF JOB SITE AND ACTIVITY** – **Contractor** shall be responsible for its activities, that of its employees on any site and the activities of any consultants, contractors and/or subcontractors for maintaining a safe job site.

12. **COMPLIANCE WITH CODES AND STANDARDS** – **Contractor's** professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time **Contractor** rendered its services. **Contractor** shall not be responsible for any claim or liability for injury or loss allegedly arising from **Contractor's** failure to abide by

federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time **Contractor** rendered its services.

13. **PUBLIC RESPONSIBILITY** – The City of Jonesboro has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. **Contractor** will at all times alert the City of Jonesboro to any matter of which **Contractor** becomes aware and believes requires the City of Jonesboro to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If the City of Jonesboro decides to disregard **Contractor's** recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.
14. **CLIENT LITIGATION** – **Contractor** agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the **City**, if the City of Jonesboro requests such documents, witnesses and/or general assistance. The City of Jonesboro shall reimburse **Contractor** for all direct expenses incurred and time according to **Contractor's** rate schedule as of the date of the execution of this Agreement.
15. **CONFIDENTIALITY** – **Contractor** will maintain as confidential any documents or information provided by the City of Jonesboro and will not release, distribute or publish same to any third party without prior permission from the **City**, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the **City**.
16. **NOTICES** – All notices made pursuant to the Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

Steve Kent, Purchasing Agent  
City of Jonesboro  
515 W. Washington Ave.  
Jonesboro, AR 72401

Any party may change the person to whom notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

17. **TERMINATION** – Should **Contractor** perform services provided pursuant to this Agreement in an unacceptable manner the City of Jonesboro may, by a thirty (30) day written notice to **Contractor**, without prejudice to any other right or remedy available to the **City**, terminate this Agreement.

Should the City of Jonesboro fail to make payment on any undisputed invoice amount within sixty (60) business days upon receipt of such invoice, **Contractor** may elect to either suspend the services provided or terminate this Agreement; provided, however, prior to termination, the City of Jonesboro shall be given notice of the default and an opportunity to cure such default within seven (7) business days. Should this Agreement be terminated by **Contractor**, **Contractor** shall be entitled to be paid only for the services actually completed as of the date of termination.

This Agreement may also be terminated pursuant to the pertinent portions of Section 6 or Section 7 herein.

18. **CONTRACT DOCUMENTS.** This Agreement, along with the provisions contained in City of Jonesboro Bid No. 2012:32 represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be;

- A. Any amendment signed after the execution date of this agreement;
- B. This Agreement, and;
- C. City of Jonesboro Bid No. 2012:32

19. **ASSIGNMENT** – This Agreement may not be assigned by either party without the prior written consent of the other party.

20. **SEVERABILITY** – Should any section, paragraph, clause, phrase, or provision of this Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

21. **APPLICABLE LAW AND VENUE** – The construction, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Arkansas. The City of Jonesboro and **Contractor** further agree that this Agreement shall be deemed to be made and performed in City of Jonesboro, Arkansas. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of State of Arkansas, Craighead County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

_____	<u>City of Jonesboro</u>
By:	By:
_____	_____
Signature	Signature
_____	<u>Harold Perrin</u>
Printed Name	Printed Name
_____	<u>Mayor</u>
Title	Title

Attested by:

\_\_\_\_\_  
Donna Jackson, City Clerk





## Legislation Details (With Text)

<b>File #:</b>	RES-12:146	<b>Version:</b>	1	<b>Name:</b>	Wings to Go sign sponsorship at Southside
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	8/23/2012	<b>In control:</b>		<b>In control:</b>	Public Services Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH WINGS TO GO FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Wings to Go</a>				

Date	Ver.	Action By	Action	Result
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title  
A RESOLUTION TO CONTRACT WITH WINGS TO GO FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

body  
WHEREAS, the City of Jonesboro owns and maintains Southside Softball Complex located at 5301 Stadium Blvd;

WHEREAS, Wings to Go is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Wings to Go is sponsoring the outfield sign for the sum of \$300.00 per year for a period of 3 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Wings to Go for the sponsorship of a outfield sign at Southside Softball Complex. A copy of said contract is attached as Exhibit A.

SECTION 2: The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

EXHIBIT A  
ADVERTISING AGREEMENT  
FOR FIELD SIGN LOCATED AT  
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between Wings To Go (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 27th Day of August, 2012 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Southside Softball Complex". And hereafter referred to as the "Facilities", and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of Evidencing the agreement of the parties with regard to advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

**I. Term**

- (1) The term of this agreement is for a period of **(3) three years** commencing on the effective Date and ending at midnight on the **(3<sup>rd</sup>)** third anniversary thereof.

**II. Advertisement at Facilities**

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
  - A sum of **\$300.00** shall be paid on **September 15th, 2012**.
  - A sum of **\$300.00** shall be paid on **September 15th, 2013**.
  - A sum of **\$300.00** shall be paid on **September 15th, 2014**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- (5) It is agreed between the parties that the CITY will furnish a 4' x 6' sign to be placed for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

### **III. Assignability and Exclusivity**

This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

### **IV. Miscellaneous Provisions.**

- (1) No Modification of this Agreement shall be effective unless it is made in writing and signed by the authorized representative's of the parties hereto.
- (2) This agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

(4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(5) Each party represents to the other the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set Set forth below.

BY: Wings To Go  
Name: \_\_\_\_\_  
Title: AGM  
Date: 8-17-12

CITY OF JONESBORO

By: \_\_\_\_\_  
Name: Harold Perrin  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC





Legislation Details (With Text)

<b>File #:</b>	RES-12:149	<b>Version:</b>	1	<b>Name:</b>	Lease with Southwest Church of Christ
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	8/28/2012	<b>In control:</b>		<b>In control:</b>	Public Services Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A LEASE AGREEMENT WITH SOUTHWEST CHURCH OF CHRIST				
<b>Sponsors:</b>	Mayor's Office				
<b>Indexes:</b>	Lease				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Southwest Church of Christ Lease</a>				

Date	Ver.	Action By	Action	Result
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Title  
RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A LEASE AGREEMENT WITH SOUTHWEST CHURCH OF CHRIST

Body  
WHEREAS, The City of Jonesboro desires to enter into a Lease Agreement with Southwest Church of Christ to lease certain real property owned by Southwest Church of Christ, and

WHEREAS, The City of Jonesboro shall pay the sum of One Dollar (\$1.00) per year starting the 1st day of September, 2012, and

WHEREAS, The real property shall be used for a picnic/rest area. The City of Jonesboro shall place picnic tables on said property and will need to cut trees to accommodate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1. hat the City of Jonesboro enter into a Lease Agreement with the Southwest Church of Christ for lease of certain real property.

Section 2. hat the Mayor and City Clerk are hereby authorized to execute said Agreement with attached hereto as Exhibit "A" on behalf of the City of Jonesboro.

**LEASE AGREEMENT**

This Agreement is made and entered into on this \_\_\_\_\_ day of August, 2012, by and between SOUTHWEST CHURCH OF CHRIST ("Lessor") and the CITY OF JONESBORO; ARKANSAS ("Lessee"), and based upon the mutual promises, covenants and conditions herein expressed:

1. Premises. The Lessor, for and in consideration of the covenants, conditions, agreements and stipulations of Lessee, hereinafter expressed, does hereby devise and lease unto Lessee certain property located in Jonesboro, Craighead County, Arkansas, more particularly described as follows:

A PART OF THE NORTH HALF OF THE SOUTH HALF OF SECTION 24 OF TOWNSHIP 14 NORTH, RANGE 3 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF NETTLETON STATION MINOR PLAT, RECORDED IN BOOK "C" PAGE 193, THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY OF JAMES STREET A DISTANCE OF 160 FEET, MORE OR LESS, TO THE NORTH EDGE OF A PARKING LOT; THENCE WEST ALONG THE NORTH EDGE OF THE PARKING LOT A DISTANCE OF 370 FEET, MORE OR LESS; THENCE NORTH A DISTANCE OF 160 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 1 OF NETTLETON STATION MINOR PLAT; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 368.44 FEET TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 1.4 ACRES.

Said property shall hereinafter be referred to as the "Property".

2. Term. The initial term of this Lease shall be for one (1) year, beginning on September 1, 2012, and ending on August, 31, 2013 (the "Initial Term"). This Lease shall automatically renew for successive (1) year renewal terms ("Renewal Term"). Provided however, this Lease shall not automatically renew if either party gives written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then current term. This Lease may also be terminated as provided in paragraph 3 below.

3. Termination. Either party may terminate this Lease at any time, with or without cause, upon giving the other party thirty (30) days written notice. Lessor shall be entitled to keep all lease payments upon termination of this Lease.

4. Rental. Lessee agrees to pay and Lessor agrees to accept as rent for said premises the sum of One and no 00/100 Dollars (\$1.00) per year payable in advance on or before the 1<sup>st</sup> day of the Initial Term and each Renewal Term thereof. Lessee shall pay said lease payment to Lessor at the following address:

Southwest Church of Christ  
1601 James Street  
Jonesboro, AR 72401

5. Utilities. Lessee shall be responsible for the prompt and full payment of any and all charges for water, sewer, electricity, gas, telephone and other utilities to the Property.

6. Taxes. Lessee shall pay all real property taxes and assessments, if any, due for the Property and any and all personal property taxes on improvements or other personal property of Lessee placed on the Property.

7. Condition of Premises. It is expressly agreed and understood by Lessee that it is leasing the demised premises "As Is" in its current condition. Lessee's taking possession of the Property shall be conclusive evidence of Lessee's acceptance thereof in good order and satisfactory condition, and that the Property are acceptable for the uses anticipated by this lease. Any additional plumbing, electrical or other work which needs to be performed shall be at Lessee's own expense. Lessee agrees that no representations respecting the condition of the Property and no promises to alter, repair or improve the Property, either before or after the execution hereof, have been made by Lessor, or its agents unless the same are contained herein and made a part hereof.

8. Improvements By Lessee. Any improvements or persona property placed upon the Property shall remain the property of the Lessee and shall not become a part of the Property. Upon termination of this Lease, Lessee shall remove any such improvements and persona property and shall return the Property to its condition prior to improvement being made. Any improvements or personal property remaining on the Property after the termination of this Lease shall be deemed abandoned and shall become property of the Lessor.

9. Maintenance and Repairs. It is understood and agreed by the Lessee that it shall be responsible for all repairs and maintenance to the Property, specifically, Lessee shall keep the Property mowed and trimmed and any improvements or personal property placed on the Property shall be maintained in good working order. It is agreed that Lessee will not make nor permit (other than routine maintenance) to be made any repairs, alterations, additions, improvements, or changes in the premises without, in each case, first obtaining the written consent of the Lessor. A consent to a particular repair, alteration, addition, improvement or change shall not be deemed a consent to or a waiver of restrictions against repairs, alterations, additions, improvements, or changes in the future.

10. Insurance.

A. During the term of this lease, Lessee shall procure and maintain at Lessee's sole cost and expense the following types of insurance in good and solvent insurance companies acceptable to Lessor:

1. Comprehensive public liability insurance, including property damage (and product liability insurance, if applicable) insuring both Lessor and Lessee against liability for injury to persons or property occurring in or about the Property or arising out of the ownership, maintenance, use or occupancy thereof. The liability under such insurance shall not be less than \$1,000,000.00 bodily injury and not less than \$500,000.00 for the property damage per accident. Lessor shall be furnished with Certificates of Insurance on all policies issued to Lessee hereunder.

2. Any desired insurance coverage on equipment or other property placed on the Property and owned by Lessee and on fixtures.

B. Lessee agrees not to suffer anything to be done or remain upon or about the Property which will invalidate any policy of insurance which may now or hereafter be placed upon the Property.

11. Conduct of Business and Uses. The Property is leased to Lessee for the purpose of a picnic and rest area in conjunction with activities conducted by the Lessee at the City Pool Complex adjacent to the Property and its related uses. Lessee agrees that the Property will be used for those purposes only and no other, except with the prior written consent of the Lessor.

Lessee shall not use in any way, or permit or suffer the use of the Property or any part thereof, to either directly or indirectly prepare, produce, generate, manufacture, refine, treat, transport, store, maintain, handle, dispose of, transfer, or process any Hazardous Substance as defined herein.

“Hazardous Substance” means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as these laws have been amended or supplemented.

In the event of a failure of Lessee to comply with this section, same shall be considered as default and Lessor shall have such rights and remedies as are herein provided therefor in the section entitled “Default.”

12. Creation of Nuisance and Waste. Lessee agrees that it will not create a nuisance or commit waste nor permit a nuisance or waste to be committed upon the Property. Lessee further agrees to comply with all city, county, state and federal laws, ordinances, and regulations. In the

event Lessee violates any city, county, state, or federal law, ordinance or regulation, this lease shall be terminable at the sole discretion of Lessor.

13. Indemnity Against Damage or Injury. Lessee agrees to defend, indemnify, and hold harmless the Lessor, its employees, agents and assigns against any claim, expense, loss or liability as a result of any breach by Lessee of any covenant or condition of this Lease, or as a result of the use or occupancy of the Property by Lessee, Lessee's agents, servants, employees, invitees or licensees, or as a result of the negligence or improper use or conduct of Lessee, Lessee's agents, servants, employees, customers, invitees, or licensees.

14. Subletting. Lessee shall not sublet the premises in whole or in any part and shall not sell, assign, mortgage, pledge, or in any manner, transfer this lease, or any interest herein; nor shall Lessee permit any transfer of Lessee's interest created hereby, nor allow any lien upon Lessee's interest.

15. Default. If the Lessee defaults in the performance of any of the covenants, terms, conditions, or provisions of this lease, including non-payment of rent, and after written notice from the Lessor, Lessee fails to cure such default within ten days after receipt of such notice, then the Lessor may, at its option, re-enter the Property without any demand for possession therefore and recover possession of the Property and the improvements thereof, expel the Lessee and those holding under the Lessee, and no allowance shall be paid to the Lessee. Such re-entry shall not constitute trespass and shall not prejudice any other remedies which might otherwise be provided by law for breach of covenant and upon entry, the rights of the Lessee under this lease shall terminate and the Lessee agrees that in the event of such termination, Lessee will indemnify the Lessor against all unavoidable loss of rent and expense of re-letting, which the Lessor may incur by reason of such termination for the remainder of the unexpired term of this lease.

16. Waiver. The failure of the Lessor to insist upon strict performance by Lessee of any of the covenants, conditions and agreements of this lease shall not be deemed a waiver of any of the Lessor's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Lessee in any of the covenants, conditions and agreements of this lease. No surrender of the Property shall be affected by Lessor's acceptance of rental or by any other means whatsoever unless the same be evidenced by Lessor's written acceptance of such a surrender.

17. Remedies. All rights or remedies of Lessor herein created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed desirable.

18. Authorization. Each of the parties do hereby represent and warrant that they have the full power and authority to execute this Agreement and to perform the obligations and covenants imposed upon it by the terms of this Lease. The Agreement constitutes a valid and legally binding obligation of Lessor and Lessee, enforceable in accordance with its terms and conditions.

19. Redelivery of Premises. At the end of the term of this lease, or upon earlier termination by Lessor in accordance with the terms of this lease, Lessee agrees to surrender possession of the Property without demand. In the event Lessee fails to do so, Lessee shall be responsible not only for the damages generally recoverable by Lessor, but also for all damages Lessor may sustain, including claims made by any subsequent Lessee against Lessor due to the delay or failure in the delivery of the premises to such subsequent Lessee. Lessee further waives any and all notice to which Lessee may be entitled under the laws of the State of Arkansas as a prerequisite to suit against Lessee for failure to deliver the leased premises.

20. Successor and Assigns. All covenants, promises, conditions, representations herein contained shall be binding upon, applied and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns.

21. Interpretation. Parties agree that the law of the State of Arkansas will govern all disputes under this lease, and determine all rights hereunder.

22. Entire Agreement. This lease agreement contains the entire understanding of the parties, and such understanding may not be modified except in writing signed by the parties.

23. Time of Essence. The time of the making of the payments and of keeping the covenant herein are of the essence of this agreement and the parties hereto so agree.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year first above mentioned.

LESSOR:

SOUTHWEST CHURCH OF CHRIST

By: Dan Sullivan 8/20/12

By: Scott Woodruff 8/22/12

LESSEE:

CITY OF JONESBORO

By: \_\_\_\_\_  
Mayor Harold Perrin, Lessee

Attest: \_\_\_\_\_  
Donna Jackson, City Clerk, Lessee



## Legislation Details (With Text)

<b>File #:</b>	RES-12:158	<b>Version:</b>	1	<b>Name:</b>	Contract with Fisher & Arnold for parking facilities at Joe Mack Campbell Park
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/6/2012	<b>In control:</b>		<b>In control:</b>	Public Services Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL SERVICES				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">jonesboro campbell park revised</a>				

Date	Ver.	Action By	Action	Result
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### Title

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL SERVICES

### Body

WHEREAS, the City of Jonesboro desires to enter into an agreement for professional services for the expansion of parking facilities at Joe Mac Campbell Park;

WHEREAS, based on annual Statement of Qualifications submitted, the firm selected to perform professional services for the above mentioned project is Fisher & Arnold, Inc.;

WHEREAS, Fisher & Arnold, Inc. has agreed to provide the Scope of Services detailed in the attached agreement;

WHEREAS, funding for the execution of the agreement shall come from the Capital Improvements - Parks budget and compensation shall be paid in accordance with the agreement.

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

Section 1: That the City of Jonesboro shall enter into an agreement with Fisher & Arnold, Inc. to perform professional services for expansion of the parking facilities at Joe Mac Campbell Park.

Section 2: The funding for the execution of the agreement shall come from the Capital Improvements - Parks budget and compensation shall be paid in accordance with the agreement.

Section 3: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.



FISHER &  
ARNOLD, INC.

September 5, 2012

Mayor Harold Perrin  
City of Jonesboro  
515 W. Washington  
Jonesboro, AR 72401

**RE: PROFESSIONAL SERVICE AGREEMENT  
PARKING LOT EXPANSION FOR  
JOE MACK CAMPBELL PARK  
JONESBORO, ARKANSAS**

Dear Mayor Perrin:

We appreciate the opportunity to submit this proposal for expansion of the parking facilities at Joe Mack Campbell Park. Fisher & Arnold, Inc. as you know can provide a full array of planning and design services needed to successfully complete this project. It is our understanding that the scope is to prepare conceptual layouts to maximize the number of parking spaces, prepare construction documents of chosen parking concept, prepare opinion of probable cost and to assist the City in obtaining construction bids on the project.

The different phases or components of our planning and engineering services for this project have been delineated along with the cost for these services. Fisher & Arnold, Inc. can perform all components of this proposal, and if other services are requested, these can be negotiated at a later date. Outside expenses such as filing fees, recording fees, public notification packets and actual expenses incurred directly in connection with the project such as printing, copying, mileage and delivery services shall be reimbursable expenses not included in the lump sum and are to be paid by the Owner.

Please review this proposal carefully. It is our desire that you have a complete understanding of the scope of services prior to signing this agreement. After you review, please let us know if you would like to add, delete or amend any aspect of this proposal.

**SERVICES INCLUDED**

**I. PREPARATION OF PRELIMINARY PARKING LOT LAYOUTS AND DUE DILIGENCE**

- A. Revisions to base map to include playground and pavilions.
- B. Preparation of 3 parking lot concepts to maximize parking spaces.
- C. Preparation of preliminary grading plan to estimate fill requirements.
- D. Preparation of preliminary lighting plan.
- E. Preparation of preliminary opinion of cost estimate.
- F. Client meetings/site visit.

**FEE FOR SERVICE ..... \$6,700.00**

9180 Crestwyn Hills Dr.  
Memphis, TN 38125  
  
(901) 748-1811  
  
(888) 583-9724  
  
fax: (901) 748-3115  
  
www.fisherarnold.com

- Architects
- Engineers
- Environmental Consultants
- Interior Designers
- Landscape Architects
- Planners
- Surveyors





Mayor Harold Perrin  
 September 5, 2012  
 Page 2

**II. PREPARATION OF CONSTRUCTION DOCUMENTS FOR PARKING LOT**

- A. Revisions to plan in I.B. above based on City's comments.
- B. Preparation of construction plans and specifications.
  - 1. Site Layout Plan.
  - 2. Grading and Erosion Control, Storm Water Pollution Prevention Plan.
  - 3. Site Lighting Plan.
  - 4. Landscape Plan.
  - 5. Site Details.
  - 6. Technical Specifications and bid documents.
  - 7. Opinion of Probable Cost.
  - 8. Client Meetings/site visit.

**FEE FOR SERVICE ..... \$14,500.00**

**SUMMARY**

<b>I. PREPARATION OF PRELIMINARY PARKING LOT LAYOUTS AND DUE DILIGENCE .....</b>	<b>\$6,700.00</b>
<b>II. PREPARATION OF CONSTRUCTION DOCUMENTS FOR PARKING LOT .....</b>	<b><u>\$14,500.00</u></b>
<b>TOTAL .....</b>	<b><u>\$21,200.00</u></b>

We will bill you monthly until completion of the project (or upon completion of the project). Payment is due the 10th of each month. Interest in the amount of 1.5% per month on the outstanding balances (18% per annum) will be assessed the contracting party after the payment due date.

The fees shown in this proposal are based on the Owner agreeing to limit the Professional's liability for all planning, engineering and surveying services to the Owner, all construction contractors, and subcontractors on the project, due to the Professional's negligent acts, errors or omissions, such that the total aggregate liability of the Professional to all those named shall not exceed the Professional's total fee for services rendered on the project.

The parties hereto agree that Fisher & Arnold, Inc. will be held harmless from any claims existing and future that may come forth from the use of any Boundary, Topographic Survey and Plans furnished to Fisher & Arnold, Inc. by the Owner or others.

Exclusive venue for enforcement of this Agreement shall be in Craighead County, Arkansas. The obligation to provide further services under the Agreement may be terminated by either party upon written 30-day notice. In the event of termination, Fisher & Arnold, Inc. will be paid for all services rendered to the date of termination and all reimbursable expenses.

This proposal represents the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us.



Mayor Harold Perrin  
September 5, 2012  
Page 3

We are looking forward to continuing working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call. We will be waiting for your approval to proceed.

Sincerely,

**FISHER & ARNOLD, INC.**

Jeff L. Arnold, P.E.  
President

David Baker  
Department Head  
Planning & Landscape Architecture  
(Reviewed By)

JLA/mkg

M:\PROPOSAL\PLANNING\DAVID\perrin 9-5-12.doc

Your signature on this copy will authorize us to commence work. Please sign, date and return one copy for our files.

CITY OF JONESBORO, ARKANSAS

BY: \_\_\_\_\_  
Mayor Harold Perrin Date

Attest: \_\_\_\_\_  
Donna Jackson, City Clerk



## Legislation Details (With Text)

<b>File #:</b>	RES-12:160	<b>Version:</b>	1	<b>Name:</b>	Contract with Brackett Krennerich for renovations to Earl Bell Center
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/6/2012	<b>In control:</b>		<b>In control:</b>	Public Services Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO CONTRACT WITH BRACKETT KRENNERICH ARCHITECTS FOR THE EARL BELL SHOWER AND BATHROOM RENOVATIONS FOR DISASTER RELIEF PREPAREDNESS				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Brackett Krennerich Contract Earl Bell Ike Grant</a>				

Date	Ver.	Action By	Action	Result
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### Title

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO CONTRACT WITH BRACKETT KRENNERICH ARCHITECTS FOR THE EARL BELL SHOWER AND BATHROOM RENOVATIONS FOR DISASTER RELIEF PREPAREDNESS

### Body

Whereas, the City of Jonesboro was awarded the IKE 2 Grant for disaster relief preparedness, and

Whereas, the Earl Bell was designated as a disaster relief shelter location, and

Whereas, shower and bathroom renovations are necessary for such preparedness, and

Whereas, the renovations are fully grant funded which is a total of \$70,000 with a propose architectural fee of \$5,000, or seven percent (7%) of the construction budget.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION 1: The City of Jonesboro will enter into contract with Brackett Krennerich Architects for designs and project management of the Earl Bell shower and bathroom renovations, and

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.



**BRACKETT  
KRENNERICH**  
a r c h i t e c t s

100 East Huntington Avenue Suite D  
P.O. Box 1655 Jonesboro, AR 72403-1655

August 31, 2012

Honorable Harold Perrin  
Mayor, City of Jonesboro  
515 West Washington Ave  
Jonesboro, AR 72401

Re: ADA Renovations  
Earl Bell Community Center

Mayor Perrin:

Thank you for your selection of Brackett Krennerich for the renovation project at the Earl Bell Community Center.

We have reviewed the scope of work as outlined in your email dated July 27, 2012. We propose an architectural fee of \$5,000.00, seven percent (7%) of the construction budget, which is \$70,000.00 .

If you have any questions or need additional information please let me know.

Sincerely,

Jerry W. Brackett

JWB/dej

 **AIA**® Document B104™ – 2007

**Standard Form of Agreement Between Owner and Architect** for a Project of Limited Scope

**AGREEMENT** made as of the Fourth day of September in the year Two Thousand Twelve  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

City of Jonesboro  
515 W. Washington Ave.  
Jonesboro, Arkansas 72401

and the Architect:  
*(Name, legal status, address and other information)*

Brackett Krennerich & Associates P.A.  
100 E. Huntington Ave., Suite D  
Jonesboro, AR 72401  
Telephone Number: 870-932-0571  
Fax Number: 870-932-0975

for the following Project:  
*(Name, location and detailed description)*

Renovations to Earl Bell Community Center  
City of Jonesboro  
Jonesboro, Arkansas

The Owner and Architect agree as follows.

**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.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

Project site:

Existing Earl Bell Community Center located at 1212 South Church Street, Jonesboro, Arkansas

Project scope:

Interior renovations to male and female bathrooms as outlined in the scope of work - see attachment "A"

Architects consultants:

Mechanical and Electrical Engineers: Building Design Services Inc., 144 Professional Drive, Cabot, Arkansas 72023

Project budget:

\$75,000.00 for cost of project including construction costs and architect's fee

Funding:

Funding is provided by a grant from Arkansas Economic Development Commission Disaster Relief Funds a distribution of Federal Funds; Davis Bacon Acts and Federal Wage Rates apply to project

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

#### § 3.4 CONSTRUCTION PHASE SERVICES

##### § 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

##### § 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

##### § 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.



§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

*(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)*

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services Twenty ( 20 ) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within Eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs,

overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Stipulated Sum of \$5,000.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly Rate per Attachment "B"

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Hourly Rate per Attachment "B"

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty-five percent ( 25.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase	Thirty-five	percent (	35	%)
Construction Documents Phase	Forty-five	percent (	45	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attachment "B"

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;

- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Twenty-five percent ( 25.00 %) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

5.50 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

Not Applicable

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:  
*(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)*

Attachment "A" - Scope of Work  
Attachment "B" – Hourly Fee Schedule



This Agreement entered into as of the day and year first written above.

**OWNER**

*(Signature)*

Harold Perrin, Mayor  
City of Jonesboro

*(Printed name and title)*

**ARCHITECT**

*(Signature)*

Jerry W. Brackett, Vice President  
Brackett Krennerich & Associates, P.A.

*(Printed name and title)*

## Earl Bell Community Center

---

Harold Perrin <HPerrin@jonesboro.org>

Fri, Jul 27, 2012 at 9:42 AM

To: "jerry@bkarchts.com" <jerry@bkarchts.com>, "george@bkarchts.com" <george@bkarchts.com>

Cc: Heather Clements <HClements@jonesboro.org>

Gentlemen,

The City of Jonesboro is about to complete a renovation project at the Earl Bell Community Center, using grant funds. The project is to renovate the bathrooms to make them disaster-relief ready. Your firm scored the highest on our review of RFQ process from our approved list of architects, and we would like to get a percentage fee on the designs of this project. The attached is the scope of work for said project. Please respond to me directly to discuss the fee.

Thank you,

**Harold Perrin, Mayor**

City of Jonesboro

515 W. Washington Ave.

Jonesboro, AR 72401

phone: [870-932-1052](tel:870-932-1052)

fax: [870-933-4619](tel:870-933-4619)

email: [hperrin@jonesboro.org](mailto:hperrin@jonesboro.org)

website: [www.jonesboro.org](http://www.jonesboro.org)

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## Scope of Work for Earl Bell Community Center

### Two Bathrooms: Male/Female

- 1) Remove all partitions
- 2) Remove all ceiling and Grid
- 3) Remove all sheathing on walls
- 4) Remove all fixtures and counter tops

### New Installation:

- 1) Install 3 new standard commodes and 1 ADA commode
- 2) Install new sink counter top and three sinks
- 3) Install all new light fixtures
- 4) Install all new sheetrock and primed and painted
- 5) Install all new ceiling and new grid
- 6) Install all new toilet fixtures including handrails and paper holders
- 7) Install new dryer system for hands
- 8) Install new partition for commodes including doors and hardware
- 9) Install new interior door
- 10) Install three floor drains
- 11) Install three shower stalls with all fixtures.

All work will be maintained to achieve complete ADA requirements.

Attachment "B" – Hourly Fee Schedule

Brackett-Krennerich & Associates, P.A.  
January 1, 2012

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Jerry W. Brackett, Principal Architect.....	\$175.00 per hour
George J. Krennerich, Principal Architect.....	\$175.00 per hour
Kyle Cook, Staff Architect .....	\$75.00 per hour
Jeff Herren, Staff Architect.....	\$75.00 per hour
Todd Welch, Staff Architect .....	\$75.00 per hour
Dwight Callaway, Staff Architect.....	\$75.00 per hour
Steve Schoettle, Intern Architect .....	\$65.00 per hour
Libii Fairhead, Interior Designer .....	\$45.00 per hour
Rick Jackson, CADD Drafter .....	\$50.00 per hour
Kyle Krennerich, CADD Drafter.....	\$50.00 per hour
Matt Davis, CADD Drafter.....	\$50.00 per hour
Chris Ormond, Computer Drafter .....	\$25.00 per hour
David Schaefering, Construction Coordinator.....	\$40.00 per hour
Dede Harper-Boysaw, Administrative Assistant .....	\$55.00 per hour
Donna Jackson, Secretary .....	\$25.00 per hour

---



**Building Design Services, Inc.**  
electrical, mechanical, plumbing, energy design consultants  
Barry G. Ferguson    John W. Reed  
144 Professional Drive, Suite 1  
Cabot, AR 72023    (501)843-1553    Fax: (501)843-1566  
bdsinc@bdsenergy.com

**RATE SCHEDULE**  
**EFFECTIVE January 1, 2010**

**1. Hourly Rates**

a.	Electrical Engineer P.E.	\$115.00/hr
b.	Plumbing Engineer P.E.	\$115.00/hr
c.	Mechanical Engineer P.E.	\$115.00/hr
d.	Project Administration Engineer	\$135.00/hr
e.	Inspection Engineer	\$75.00/hr
f.	Electrical CAD Operator	\$65.00/hr
g.	Plumbing CAD Operator	\$65.00/hr
h.	Mechanical CAD Operator	\$65.00/hr
i.	Electrical Designer	\$75.00/hr
j.	Plumbing Designer	\$75.00/hr
k.	Mechanical Designer	\$75.00/hr
l.	Clerical	\$45.00/hr

**2. Inspections & Field Reports**

- a. Minimum of \$1,000.00. Will be charged @ hourly rate for Inspection Engineer inside Arkansas.
- b. Minimum of \$1,200.00. Will be charged @ hourly rate for Inspection Engineer outside of Arkansas.

**3. Other Expenses**

a.	In-House Prints (Blacklines):	
i.	24 X 36	\$2.50/print
ii.	42 X 30	\$3.50/print
b.	Mileage	\$.495/mile
c.	Photographs	\$1.05/photo
d.	Outside Printing	At Cost + 20%
e.	Hotel/Motel Expense	At Cost + 10%
f.	Meals	At Cost
g.	Miscellaneous expense	
i.	(Airfare, Car Rental, etc)	At Cost + 10%

**4. Engineering Design**

- a. Minimum of \$1,500 will be charged for Engineering Design of each discipline involved.