



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, February 14, 2023

4:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

3. Approval of minutes

[MIN-23:012](#) Minutes for the Finance Committee meeting on February 02, 2023

Attachments: [Minutes](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-23:016](#) A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BRACKETT KENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL SERVICES FOR THE PARKER PARK COMMUNITY CENTER POOL AND RESTROOM FACILITY PROJECT

Sponsors: Engineering and Parks & Recreation

Attachments: [Parker Park Contract](#)

[RES-23:017](#) A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING A CHANGE ORDER WITH RITTER COMMUNICATIONS, INC. TO INCREASE STORAGE CAPACITY AND HOST THE CITY'S FIREWALL

Sponsors: Information Systems

Attachments: [Quote City of Jonesboro Increase Cloud Services Storage 02 03 23](#)

[Quote City of Jonesboro Palo Alto Firewall Solution 02 03 23](#)

[RES-23:034](#) A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A TWO YEAR LEASE CONTRACT FOR THE PURCHASE OF ONE SANITATION REAR LOAD TRUCK

Sponsors: Sanitation and Finance

Attachments: [Arvest Proposal 2023 Freightliner 20 yd RL](#)

[RES-23:035](#) RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO

SUBMIT AN APPLICATION TO THE DEPARTMENT OF TRANSPORTATION FOR THE
FY2023 RAISE GRANT FOR THE NORTH SECTION OF THE ONE JONESBORO
QUALITY OF LIFE AND CONNECTIVITY MASTER PLAN

Sponsors: Grants and Parks & Recreation

Attachments: [new mou.docxFINAL](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-23:012

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Minutes for the Finance Committee meeting on February 02, 2023



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Thursday, February 2, 2023

12:00 PM

Municipal Center, 300 S. Church

RESCHEDULED FROM TUESDAY, JANUARY 31, 2023 TO THURSDAY, FEBRUARY 2, 2023 AT 12:00 P.M. DUE TO HAZARDOUS WEATHER CONDITIONS

1. Call To Order

2. Roll Call by City Clerk April Leggett

Present 6 - Joe Hafner; Charles Coleman; John Street; David McClain; Brian Emison and Anthony Coleman

Absent 1 - Ann Williams

3. Approval of minutes

[MIN-23:009](#)

Minutes for the Finance Committee meeting on January 10, 2023

Attachments: [Minutes](#)

A motion was made by John Street, seconded by Brian Emison, that this matter be Passed. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman; John Street; David McClain; Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

4. New Business

ORDINANCES TO BE INTRODUCED

[ORD-23:004](#)

AN ORDINANCE AMENDING ORDINANCE NO. 2022-15 OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS; MODIFYING THE INTEREST RATE ON THE CITY'S TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS (COLSON CASTER PROJECT), SERIES 2022B ISSUED ON APRIL 19, 2022; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

Attachments: [Ordinance Amending Ordinance No. 2022-15 \(Colson 2022\)](#)
[ORD-22-015 BONDS Colson Redacted](#)

Michele Allgood approached the podium and said this is a cleanup ordinance. I think all of you are business people or bankers. You know that the interest rate environment

is pretty volatile right now, and so we just had a timing issue. We had a situation where we passed the ordinance by the city; and then by the time we got to the point where it was time to close the loan, the environment had changed. So Colson Caster and First Security Bank, the private bond with the prop placement holder negotiated an interest rate that right now we were within the parameters of the original ordinance, but we just want to make sure that we're okay in the future. This does not, absolutely does not change any obligation of the city. The city has no obligation on these bonds. It's just clean-up.

A motion was made by John Street, seconded by Charles Coleman, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman; John Street; David McClain; Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[ORD-23:005](#)

AN ORDINANCE AMENDING ORDINANCES NO. 1657 AND 1717 OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS; CHANGING THE NAME OF THE PUBLIC FACILITIES BOARD CREATED IN SUCH ORDINANCE TO THE "CITY OF JONESBORO, ARKANSAS PUBLIC FACILITIES BOARD"; EXPANDING THE POWERS OF SAID PUBLIC FACILITIES BOARD TO INCLUDE THE ENTIRE SCOPE OF AUTHORITY AND POWERS INCLUDED IN THE PUBLIC FACILITIES BOARDS ACT; PRESCRIBING OTHER MATTERS RELATING THERETO.

Attachments: [Ordinance Amending Powers of Jonesboro Public Facilities Board](#)
[Ordinance 1717](#)
[ORD 1657](#)

Councilmember Brian Emison said if the record could reflect, I actually serve on this Public Facilities Board and I'm also currently serving as treasurer. I'm going to recuse myself from this vote. However, not to be part of the debate but if there's any questions that I could help answer I would be more than happy to insist in any way possible.

Chairman Joe Hafner said before we go to committee for questions I think Brian and Ms. Allgood want to make a few comments, and that may answer some of the questions we have.

Chief Administrative Officer Brian Richardson approached the podium and said I'll be pretty brief, as in Ms. Allgood is far more, I guess, experted on this than I am. I just wanted to clear up a little confusion for the record. We got a couple of emails yesterday. Just to clarify, this isn't a new board. This has been around since 1978. They have helped with a lot of both public and private projects, and they have been very generous with their support of a lot of city projects over the years. And, second, there is some confusion on the emergency clause. Typically, what you don't see in an emergency clause is a request to waive any of the readings, because that is not the intent of the emergency clause. The intent for that would be just basically upon passage of the council after three or four readings, it would waive the 30-day period that is typically attached to ordinances if it's a new law or new regulation to give people time to adjust. It's not detrimental to this project or this ordinance if we want to just remove that emergency clause. I'll leave that to the council if you want to make a motion. It doesn't really affect anything that they're trying to do, from my understanding. I'll just turn it over to Ms. Allgood. She was going to be here for the other ordinance anyway; and this is something that the Recreation Healthcare Board has been wanting

to clean up for some time. This kind of seemed like good timing with Ms. Allgood here for the other item as well. If you have any questions for me after Ms. Allgood talks, then maybe I can help, but I'll turn it over to the committee.

Michele Allgood approached the podium and said so let's address the emergency clause first. The reason that this ordinance has an emergency clause in it is because I was mimicking the way that the previous ordinances were adopted, and each of those ordinances has an emergency clause. At the time we first started talking about amending this ordinance for the facilities board, there was an imminent project. They were considering a donation that would have supported some green space, some recreational areas acquisition. So when we originally put this together, the emergency clause was more relevant than it is now. I concur with Brian. To my understanding, there is not a reason to include the emergency clause at this time; and so a total discretion of the committee and the city council as to whether it remains included. When you were reading it, Joe, I should have you come read these ahead of time. I noticed a typo in one of the whereases where it says the act authorizes a municipality to create one more. It should be one or more. That may be part of the confusion. We're not trying to create a new one. It's the one, two, three, fourth whereas, the very first line. It says one more facilities board, and that should be one or more facilities board; and that's coming straight out of the act.

So, a little bit of history. The legislation that was adopted by the general assembly that permits this was adopted in 1975; and the real purpose of this legislation is to allow primarily non-profits. The industries and the entities that have utilized this authority in the past have been your healthcare institutions, your educational institutions, residential housing for low to moderate income. This has been the vehicle that has been used to provide access to the capital markets for these projects. There is no liability on the city in connection with these projects. As you read, and as required by law, any debt obligation issued by this board is required to state on its face that it is not an obligation of the city and the city's faith and credit is not pledged.

So in 1978 is when Jonesboro first utilized this and it was for residential housing. In 1980, the law was amended to allow for healthcare facilities. I have been personally involved in two different projects that have utilized this legislation and worked with Brian and the board. One of those was in 2019, the Liberty Park Senior Living Project. That was an entity that came into this community and utilized this. The board facilitated them developing that project here. The other was in 2016 and then the refinancing in 2021 of the Saint Bernard facilities, and so the new emergency room and the recent expansions of St. Bernard were accomplished through this board. I know you had to read it a lot, all the different things, but the ordinance as is presented is basically a, I don't want to call it a cut and paste, but it replicates, it mimics the language of the statute. So section two of your ordinance, that is section 14-137-106 of the authorizing act. The general assembly has modified that to change the projects that can be financed about thirteen times since 1978, so this is a living, breathing legislation that reacts to what works in the current world. Section three, where we talk about the powers of the board. So part of that is repeating what was in the previous ordinances, but it's also a mimicking of the language that's in 14-137-111. Then in section four, where we're talking about the bonds, that is also a mimicking of the language that's in 14-137-115. So that's where this is coming from. And then finally, the Arkansas law, the section that says that it is not an obligation of the city and that it's the faith and credit isn't pledged, that's 14-137-120 of the act.

Councilmember Dr. Charles Coleman said this is my question. Can that too be used to build a homeless center? Michele Allgood said it could be. Yes.

Chairman Joe Hafner said so just to clarify, this is not a new board and all it's doing is basically putting in power of this board or what it's allowed to do within the scope of the Arkansas statute. Michele Allgood said that is correct; and the catalyst for this was that in 2021, the board again wanted to support a specific project that the other parts of the city in the community were supporting and the ordinance did not allow them to do that. And so that's when we started talking about amending it and giving them that authority, and since we were amending it, the decision was made to just give it the full authority of the act because we ran into a timing issue with the other project. And so this one, if we fully implement the authority under the act, then the board can be more nimble in supporting any other project that may come up.

Councilmember Dr. Charles Coleman said I guess my second question is, if I'm hearing this right, the city has no liability. Michele Allgood said none. They have no liability, but and I'm not exactly sure of the sequence of events that happen with the previous projects that I've been involved in, but I've worked with a lot of facilities boards that if somebody would come to the mayor of that community and say can you help us with this project. The city may not have the ability to do that, but they could always refer to this facilities board.

Councilmember Dr. Charles Coleman said I just want to make sure it's clear. I can see pushed but I couldn't hear back there. But I just wanted to make sure. The liability thing bothers me about any ordinance that we pass or look at. I appreciate your answer.

Councilmember Dr. Anthony Coleman said yes sir, Mr. Chairman. I wanted to piggyback off of Dr. Coleman and this is just me learning. And I'm sorry. I don't know your name. Michele Allgood said I'm Michele. Michele Allgood. Nice to meet you. Dr. Anthony Coleman said good to meet you. So when he said there is no liability with the city, then I'm assuming this board has autonomy and then why even come to us with this?

Michele Allgood said so the legislation requires either a city or a county to create a facilities board, and so then through that creation, the city designates the authority that they want that board to have. So you are the overseers. The city council is the overseers and the mayor appoints the members of the facilities board. So there is distinction between the two entities. There are two separate entities but they're married. They're definitely in this together. It's just a way for the city to utilize a resource that's been granted to them by law and it does not create any liability on behalf of the city.

Councilmember Dr. Anthony Coleman said sure, that's good and a follow-up question. So the board that Mr. Emison is on that's been appointed by the mayor, and please cough this up to me learning. I'm new. So with that being said, if they are somewhat autonomous, they are appointed and so on, so forth, and then you use the term oversee, and I try to do my due diligence before this meeting, and I've never seen this particular board. I haven't in recent past seen anything come before the city council in that regard, so I'm trying to understand the correlation in us saying this. I do understand legislation in that regard, but...

Michele Allgood said so you have limit. I'm probably using the wrong language. You have limited oversight in that you created them and you gave them authority. And then as part of that ordinance that was originally adopted, it said the mayor would appoint the future board members, so that is the oversight ability that exists. If this facilities

board went rogue, they started doing things that you didn't want them to do, then there would be the ability to amend the ordinance and to reign back that power. The mayor would have some ability to perhaps replace members of the board if they were not doing the job that they were assigned to do. I'd have to look at that, but you have limited oversight. And where we would come back to the city council is if there was a joint project. So there is the ability of this entity, this quasi-governmental entity to work with the city. So let's say the city needed an expansion of water works, then they could cooperatively work together and then we would be coming back to the city and those cooperative projects. But for the purposes of the other projects, we have to follow the same rules that the city has to follow with regard to public hearings and open public meetings and the transparency that any governmental entity would have to follow.

Councilmember Dr. Charles Coleman said I do have one other question. I'll say it this way. Regina in CDBG does a great job in grants and getting money. Could this program help her in any facilities that she needs to work on for families or that type of thing? Michele Allgood said if it falls within the definition of the public projects that are authorized for this board to facilitate, then potentially. We would have to look at each project, and we'd have to look at what the request of the board was.

Councilmember Dr. Anthony Coleman said I really appreciated Dr. Coleman when he asked the question about the homeless shelter because that is one of my passions and one of my platforms; and I guess this is for Mr. Emison, if at some point maybe you can share with me later, it doesn't have to be now, but how we can as a city potentially partner with the board to consider a homeless facility and have those talks. But I'd also like to, since we're discussing, I also would like to make an amendment to the motion that we take off the clause of emergency.

Councilmember John Street said who did the second? If you'll remove the second, I'll be glad to make the amendment. Councilmember Dr. Anthony Coleman said I remove my original second.

Councilmember John Street moved, seconded by Councilmember Dr. Anthony Coleman, to remove the emergency clause from ORD-23:005 and to fix the typo in the fourth whereas which should have read 'one or more' instead of one more. All voted aye.

Councilmember David McClain said Michele, the only question I had was trying to understand the funding that this board receives and how they get it. Michele Allgood said it's independent. So typically their funding comes from the projects that they finance. So whenever they did the Liberty Park transaction, I don't remember the exact terms, but they can receive some residual money or they can receive a fee for facilitating that transaction. And so that's my understanding of where their funds that they currently have and where we would anticipate getting them. They would have the ability to apply for grants or to do those type of things, but right now that's what its source of funding has been is the fees that it has received for facilitating these projects.

Councilmember David McClain said so if I help a project or if they help a project, like you mentioned St. Bernard's, they help them find financing then they charge a fee for that? Michele Allgood said they can if they choose to. And one of the things that Brian just mentioned is that apparently that this board did use its resources to facilitate a grant that studied the homeless, different low-income housing and different, so it has done and that's available to the city.

A motion was made by John Street, seconded by Charles Coleman, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 4 - Charles Coleman;John Street;David McClain and Anthony Coleman

Absent: 1 - Ann Williams

Recused: 1 - Brian Emison

RESOLUTIONS TO BE INTRODUCED

[RES-23:003](#)

A RESOLUTION TO WAIVE COMPETITIVE BIDDING FOR THE COLLECTION OF DIGITAL AERIAL PHOTOGRAPHY FOR JONESBORO AND AUTHORIZING THE EXECUTION OF A PROPOSAL WITH EFS GEOTECHNOLOGIES

Sponsors: Engineering

Attachments: [Jonesboro Agreement 3 Inch AP \(002\)](#)

Councilmember David McClain said Brian, is this currently who we use? Whoever can answer? I am just curious if this is currently who we use. Director Craig Light approached the podium and said we do have an agreement with EFS Edge. They are the ones who host our GIS data in the counties online. The last time we had aerial photographs done, it was done by a company called Sanborn. They gave us a quote and then we reached out to EFS Edge and they came in considerably less than Sanborn. So Sanborn did it for us before. The time before that, EFS Edge did it, so we've used both of the companies before. But we do have a contract with EFS Edge to host our GIS data online.

Councilmember Dr. Anthony Coleman said so you're saying that this last bid that they gave you was for this particular one? Director Craig Light said yes. The other company Sanborn is flying the state of Arkansas and they reached out to us and said hey, we'll fly the city at this higher resolution for this amount of money. We checked with another vendor that came back considerably cheaper. And we said well, we really would like to get it flown. It's been three years since we've had it flown, and so that's what led to this.

A motion was made by John Street, seconded by Charles Coleman, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:012](#)

A RESOLUTION BY THE JONESBORO CITY COUNCIL TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF SURVEY EQUIPMENT FROM NAVIGATION ELECTRONICS, INC.

Sponsors: Engineering and Information Systems

Attachments: [Navigation Electronics Inc Quote](#)

A motion was made by John Street, seconded by Charles Coleman, that this matter be Recommended to Council. The motion PASSED with the following

vote.

Aye: 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:013](#)

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO UTILIZE STATE AID STREET MONIES FOR THE FOLLOWING PROJECT: JONESBORO BROWNS LANE AND RACE STREET OVERLAY

Sponsors: Engineering

Attachments: [Job C16014](#)

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:014](#)

AN RESOLUTION DECLARING AN EXCEPTIONAL SITUATION AND WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING FOR MOTOR REPLACEMENT FOR A JOHN DEERE 244K WHEEL LOADER FOR THE PUBLIC WORKS BUILDING AT 2603 DAN AVENUE.

Sponsors: Streets and Sanitation

Attachments: [Greenway Invoice](#)

A motion was made by John Street, seconded by Charles Coleman, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:019](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE STATE OF ARKANSAS, DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT, ARKANSAS WIRELESS INFORMATION NETWORK PROJECT GRANT (AWIN)

Sponsors: Grants

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:020](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, GRANTS AND COMMUNITY DEVELOPMENT TO APPLY FOR THE 2022 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM FROM THE U.S. DEPARTMENT OF

HOMELAND SECURITY

Sponsors: Grants and Fire Department

Attachments: [QT 29674 JONESBORO FIRE DEPT-AR \(SMT\)](#)

A motion was made by John Street, seconded by Charles Coleman, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:021](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 323 KREWSON, JONESBORO, AR 72401, PARCEL 01-144183-37100, OWNED BY HETTI GROUP LTD. IN THE AMOUNT OF \$175

Sponsors: Code Enforcement and Finance

Attachments: [323 Krewson](#)
[Affidavit of Statutory Lien 323 Krewson](#)
[Council Notice Letter 323 Krewson](#)

A motion was made by John Street, seconded by David McClain, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:022](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 616 E OAK, JONESBORO, AR 72401, PARCEL 01-144191-17500, OWNED BY JOYCE SCARBOROUGH IN THE AMOUNT OF \$175

Sponsors: Code Enforcement and Finance

Attachments: [616 E Oak](#)
[Affidavit of Statutory Lien 616 E Oak](#)
[Council Notice Letter 616 E Oak](#)

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:023](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 808 WARREN, JONESBORO, AR 72401, PARCEL 01-144074-12300, OWNED BY FAITH SOULS OUTREACH MINISTRIES INC IN THE AMOUNT OF \$175

Sponsors: Code Enforcement and Finance

Attachments: [808 Warren](#)
[Affidavit of Statutory Lien 808 Warren](#)
[Council Notice Letter 808 Warren](#)

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:024](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 912 HOPE, JONESBORO, AR 72401, PARCEL 01-144184-11600, OWNED BY DRELLA TAYLOR IN THE AMOUNT OF \$175

Sponsors: Code Enforcement and Finance

Attachments: [912 E Hope](#)
[Affidavit of Statutory Lien 912 Hope](#)
[Council Notice Letter 912 Hope](#)

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:025](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1204 WARREN, JONESBORO, AR 72401, PARCEL 01-144074-13800, OWNED BY CLAYTON D GREER IN THE AMOUNT OF \$515

Sponsors: Code Enforcement and Finance

Attachments: [1204 Warren](#)
[Affidavit of Statutory Lien 1204 Warren](#)
[Council Notice Letter 1204 Warren](#)

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:026](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1403 OAKHURST, JONESBORO, AR 72401, PARCEL 01-143133-23700, OWNED BY KEVIN & TONYA LYLES IN THE AMOUNT OF \$5,297.40

Sponsors: Code Enforcement and Finance

Attachments: [1403 Oakhurst](#)
[Affidavit of Statutory Lien 1403 Oakhurst](#)
[Council Notice Letter 1403 Oakhurst](#)

Councilmember David McClain said I had one. Just in the amount, is that due to tearing down the structure? Is that what made that price be \$5,297? Director Scott Roper said yes sir. We took a structure down. Councilmember David McClain said thank you.

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:027](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2101 S KATHLEEN, JONESBORO, AR 72401, PARCEL 01-144271-22500, OWNED BY EDNA BOYD IN THE AMOUNT OF \$175

Sponsors: Code Enforcement and Finance

Attachments: [2101 S Kathleen](#)
[Affidavit of Statutory Lien 2101 S Kathleen](#)
[Council Notice Letter 2101 S Kathleen](#)

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:028](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2501 MARY JANE, JONESBORO, AR 72401, PARCEL 01-144272-24200, OWNED BY KENNETH L & DENA BROADWAY IN THE AMOUNT OF \$175

Sponsors: Code Enforcement and Finance

Attachments: [2501 Mary Jane Mowing](#)
[Affidavit of Statutory Lien 2501 Mary Jane](#)
[Council Notice Letter 2501 Mary Jane](#)

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:029](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,

TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2612 CRAWFORD, JONESBORO, AR 72401, PARCEL 01-144273-02300, OWNED BY RANDY & ALEY CRAWFORD IN THE AMOUNT OF \$8,716.32

Sponsors: Code Enforcement and Finance

Attachments: [2612 Crawford](#)
[Affidavit of Statutory Lien 2612 Crawford](#)
[Council Notice Letter 2612 Crawford](#)

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman; John Street; David McClain; Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:030](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 5522 CARIBBEAN PL, JONESBORO, AR 72404, PARCEL 01-134043-05400, OWNED BY LEE R REAMS IN THE AMOUNT OF \$175

Sponsors: Code Enforcement and Finance

Attachments: [5522 Caribbean Pl](#)
[Affidavit of Statutory Lien 5522 Caribbean Pl](#)
[Council Notice Letter 5522 Caribbean PL](#)

A motion was made by John Street, seconded by Brian Emison, that this matter be Postponed Indefinitely. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman; John Street; David McClain; Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:031](#)

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF LAW ENFORCEMENT EQUIPMENT FOR THE POLICE DEPARTMENT

Sponsors: Police Department, Information Systems, Grants and Finance

Attachments: [RATT sole source](#)

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman; John Street; David McClain; Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

5. Pending Items

6. Other Business

Councilmember Dr. Anthony Coleman said I just have a question for the gentleman. I am sorry, I'm learning names. Scott. So I think at one time we were asked or someone asked on the committee about the fines and the increase. Are you all working on that? Director Scott Roper said yes, we are working on that. I think we're looking at increasing all of our fines.

7. Public Comments

8. Adjournment

A motion was made by John Street, seconded by Brian Emison, that this meeting be Adjourned. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman; John Street; David McClain; Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:016

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BRACKETT KENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL SERVICES FOR THE PARKER PARK COMMUNITY CENTER POOL AND RESTROOM FACILITY PROJECT

WHEREAS, the City of Jonesboro desires to accept the proposal and enter into an agreement to provide architectural services for the Parker Park Community Center Pool and Restroom Facility project; and

WHEREAS, the Selection Committee has determined that Brackett Kennerich & Associates P.A. is the most qualified firm for the project; and

WHEREAS, the firm selected for the Parker Park Community Center Pool and Restroom Facility project is Brackett Kennerich & Associates P.A.; and

WHEREAS, Brackett Kennerich & Associates P.A. has agreed to provide architectural services, as described in the attached agreement, for the Parker Park Community Center Pool and Restroom Facility project; and

WHEREAS, the funding for the execution of the agreement shall come from the 2023 Capital Improvement budget and compensation shall be paid in accordance with the agreement.

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

Section 1. That the City of Jonesboro shall accept the proposal and enter into an agreement with Brackett Kennerich & Associates P.A. to provide architectural services for the Parker Park Community Center Pool and Restroom Facility project.

Section 2. The funding for the execution of the agreement shall come from the 2023 Capital Improvement 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 the agreement.

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the **Thirteenth** day of **January** in the year **2023**
(*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
300 S. Church St.
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, Arkansas 72401
Telephone Number: (870) 932-0571

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

Renovations/Additions to:
Parker Park Community Center Pool and Restroom Facility
1506 N. Church St.

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.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to Exhibit "A" –Meeting Minutes & Scope Of Work

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to Exhibit "A"

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$1,500,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Bid Documents Complete April 2023

.2 Construction commencement date:

May 2023

.3 Substantial Completion date or dates:

April 2024

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Hard Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Craig Light
Engineering Director – City of Jonesboro
300 S. Church St.
Jonesboro, AR 72401

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Topographic Site Survey Services

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Kyle Cook
Brackett-Krennerich & Associates P.A.
100 E Huntington Ave, Suite D
Jonesboro, Arkansas 72401
Telephone: (870) 932-0571
Email: kylec@bkarchts.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Engineering Consultants, Inc.
401 West Capitol, Suite 305
Little Rock, AR 72201
Telephone: (501) 376-3752

.2 Mechanical Engineer:

Pettit & Pettit Consulting Engineers, Inc.
201 E. Markham St., #400
Little Rock, AR 72201
Telephone: (501) 374-3731

.3 Electrical Engineer:

Pettit & Pettit Consulting Engineers, Inc.
201 E. Markham St., #400
Little Rock, AR 72201
Telephone: (501) 374-3731

.4 Aquatics Engineer:

ETC Engineers
1510 Broadway St.
Little Rock, AR 72202
Telephone: (501) 375-1786

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.5 Civil Engineer:

Associated Engineering, Inc.
103 S. Church St.
Jonesboro, AR 72401
Telephone: (870) 932-3594

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services 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.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than **One Million Dollars and Zero Cents** (\$ 1,000,000.00) for each occurrence and **Two Million Dollars and Zero Cents** (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million Dollars and Zero Cents** (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than **One Hundred Thousand Dollars and Zero Cents** (\$ 100,000.00) each accident, **One Hundred Thousand Dollars and Zero Cents** (\$ 100,000.00) each employee, and **Five Hundred Thousand Dollars and Zero Cents** (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **One Million Dollars and Zero Cents** (\$ 1,000,000.00) per claim and **Two Million Dollars and Zero Cents** (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. 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.

§ 3.1.3 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. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. 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.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 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 Schematic 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 prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the 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 program, schedule, and budget for the Cost of the Work.

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

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform 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 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 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.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 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.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, 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.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 inspections 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 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.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. 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. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 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 3.6.2 and on the data comprising the Contractor’s

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User Notes:

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Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 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 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.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 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 construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order 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 Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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User Notes:

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§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	See Below Paragraph 4.1.2.1
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect - Does not include furniture design
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	See Below Paragraph 4.1.2.1

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Architect will provide existing facilities survey to the extent that, in addition to room layout, he/she can determine life safety measures in order to establish a life safety plan to inform code requirements for the facility.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services 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 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 **Two (2)** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 **Forteen (14)** visits to the site by the Architect during construction
- .3 **Two (2)** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **Two (2)** inspections for any portion of the Work to determine final completion.

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§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 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.

§ 5.2 The Owner shall establish 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. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. 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 identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Architect shall furnish, as a reimbursable expense to the contract, surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Architect shall furnish, as a reimbursable expense to the contract, services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 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 furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 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.

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§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 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.

§ 5.15 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.

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 also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or 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 shall 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, and 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 recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. 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 requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, 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.

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§ 6.6 If the Owner's 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 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, 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.

§ 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 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 under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. 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 suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, 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 the authors 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.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and 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 A201–2017, General Conditions of the Contract for Construction. 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 9.7.

§ 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 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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.

§ 8.2.4 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.)

- [X] Arbitration pursuant to Section 8.3 of this Agreement
- [] Litigation in a court of competent jurisdiction
- [] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, 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.

§ 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 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.

§ 8.4 The provisions of this Article 8 shall survive the termination of 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 Owner shall pay the Architect 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 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. 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 A201-2017, General Conditions of the Contract for Construction.

§ 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to 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 Unless otherwise required in this Agreement, 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. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 3 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

- .2 Percentage Basis
(Insert percentage value)

Six and a Half (6.5) % of the cost of construction.

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 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.)

N/A

§ 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.)

N/A

§ 11.4 Compensation for Supplemental and 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 **Ten** percent (**10** %), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

(Paragraph deleted)

§ 11.6.1 When compensation is on a percentage basis 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. 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 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.)

Exhibit "B" - Hourly Fee Schedule

Employee or Category	Rate (\$0.00)
-----------------------------	----------------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, 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 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and 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, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of

additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 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 **Ten** percent (**10** %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 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

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset 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.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and 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:

(Include other terms and conditions applicable to this Agreement.)

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 the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

.2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit "A" - Scope of Work

Exhibit "B" - Hourly Fee Schedule

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

Harold Copenhaver, Mayor

(Printed name and title)

ARCHITECT (Signature)

Kyle Cook President

(Printed name, title, and license number, if required)

Init.



Date: January 27, 2023

Project: Parker Park Community Center Renovations
City of Jonesboro
Jonesboro, Arkansas

#2301

KICK-OFF MEETING MINUTES

SEE SIGN IN SHEET

■ GENERAL DISCUSSION ITEMS

1. The group discussed the cities need for a pool facility at the Parker Park Community Center.
2. Initial allocation for this **project budget is \$1.5M** (no grant \$ at this point).
3. The original building was designed by Cahoon; no drawings have been found except 2004 storage building addition.
4. Storage building
 - a) Equipment stored in this area could be removed.
 - b) Currently housing tanks/equipment for splash pad on south side. Water from splash pad currently runs through sand trap.
 - c) There is currently a water leak issue between the original main building and the lean-to storage addition.
5. Coleman would like to see good lighting for the facility; especially on the east side where the pool location is being proposed.
6. Danny is not particularly pleased with this splash pad and it can go as needed for design.
 - a) Splash pad and pavilion could be moved.
7. Need ADA access to the playground. Specialized mulch is used in this area which locks in for wheelchairs.

■ GENERAL SCOPE / SITE

8. Pool and deck on east or south side of facility. East side is preferred.
9. Restrooms
10. Locker Rooms
11. Pool Equipment Storage & General Storage
12. Small Concession (place concession in existing storage?)
13. Check-in area
14. Layout similar to Danville Aquatics Center
15. Schedule – Open facility Memorial Day 2024 (May 27, 2024)



■ ACTION ITEMS

16. City will provide a topographic/boundary survey of the property.
17. BK will field measure the existing facility (no existing drawings were found)
18. Determine if this property is in the flood zone.
19. Bring Ronnie into the discussion to review maintenance
20. Schedule:
 - Provide contract from BK to city – February 3, 2023
 - Public Works – February 7, 2023
 - Finance – February 14, 2023
 - Council Meeting – February 21, 2023
 - Project construction complete – May 27, 2024.



Parker Park Community Center

POOL

SPRINK
PAD

STORAGE

PARKING EXPANSION
(PHASE III)

ADA WALK

DANVILLE AQUATIC CENTER

Danville, Arkansas

The City of Danville had an old dilapidated pool that was very lightly used, and was located in the City's largest park. ETC was referred to the City by another engineering firm, and they subsequently retained ETC for the design of a new facility.

Danville is a small town in Yell County, Arkansas with a population of a little over 2,000. Their new pool is of the size and cost of a pool that would be located in a neighborhood park in larger cities.

The project consist of a new parking area, a new bath house, a zero depth entry pool with in the water playgrounds, a lap swimming pool that can be used for exercise and competitions as well as play, and a diving area. The project was completed in 2018 at a cost of 1.4 million dollars. The pool has completely revitalized the entire park and is visited daily by Danville residents and visitors from across the neighboring counties. Residents from neighboring Russellville and Dardanelle are frequent visitors to the facility even though Danville is a much smaller community.

The pool also includes two private party areas that are used to help increase revenues for the facilities operations.



ETC Engineers & Architects, Inc.

Professional Qualifications

City of Jonesboro
Additions to Parker Park



**BRACKETT
KRENNERICH**
architects

Exhibit "B"
Hourly Rate Schedule

Brackett-Krennerich & Associates, P.A.

Effective January 24, 2023

Kyle Cook, Principal Architect.....	\$195.00 per hour
Todd Welch, Principal Architect	\$195.00 per hour
Katie Singleton, Project Architect	\$160.00 per hour
Steve Schoettle, Intern Architect	\$135.00 per hour
Chris Ormond, Computer Drafter/BIM Operator	\$50.00 per hour
Rickey Adams, Computer Drafter/BIM Operator	\$50.00 per hour
Amanda Moody, Interior Designer	\$80.00 per hour
Lynlee Wilkins, Office Manager	\$80.00 per hour
Kieran Holman, BIM Operator	\$30.00 per hour
Cooper Cook, BIM Operator	\$30.00 per hour



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:017

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING A CHANGE ORDER WITH RITTER COMMUNICATIONS, INC. TO INCREASE STORAGE CAPACITY AND HOST THE CITY'S FIREWALL

WHEREAS, the City of Jonesboro, Arkansas and Ritter Communications, Inc. currently have an agreement for cloud services; and

WHEREAS, the City of Jonesboro has added various products which put a high demand on the current storage capacity and there exists a need to increase storage capacity to meet said demand; and

WHEREAS, the City's firewall will be hosted by Ritter Communications; and

WHEREAS, the increase in storage capacity and hosting would bring the monthly service total to \$9,840, with the increased cost already budgeted in the 2023 budget; and

WHEREAS, the Change Order is attached hereto.

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

1. The City of Jonesboro approves the Change Order with Ritter Communications, Inc. to provide increased storage capacity and hosting solution to the City. That the Change Order is attached hereto and the terms are set out therein.
2. The Mayor, Harold Copenhaver and City Clerk, April Leggett are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement

Contract Change Notice



Customer Name: City of Jonesboro
Service Address: 411 W Monroe Ave
Service City/State/Zip: Jonesboro AR 72401
Billing Address: PO Box 1840
Billing City/State/Zip: Jonesboro AR 72403

Issue Date: 1/29/2023
Current Contract Rate: \$23,634.58
New Contract Rate: \$25,074.58
Contract Number: 044509
Account Number: 00035309-5

Business Contact: Jason Ratliff
Phone: 870-336-7269
Email: jratliff@jonesboro.org
Sales Representative: Scott Roberson

**Quotes are good for 30 days*

Product Description	Quantity + or -	Unit Price	Price Adjustment
Delete Cloud Storage Service: Cloud Solutions - SMB Storage	-1	\$1,000.00	-\$1,000.00
Add Cloud Storage Service: Cloud Solutions - Replication Storage (per GB)	5000	\$0.12	\$600.00
Cloud Solutions - High Performance Class Storage (Per GB)	7000	\$0.12	\$840.00
Veeam Backups - Per GB (Includes Agents + Storage)	10000	\$0.10	\$1,000.00

I hereby authorize Ritter Communications to proceed with the services and equipment defined in this quote at the monthly rate defined as "Monthly Service Total" for the term specified above (in months) from the date of service activation. Recurring service charges associated with this quote are effective upon the installation date of these services. Any dispute for these service charges must be addressed through the process defined in the Terms and Conditions, within the Bill Disputes section. Additionally, I agree to pay in-full all charges defined as "Installation Fees" defined on this agreement as well as any taxes and regulatory fees charged in addition to quoted amounts contained herein. By authorizing this quote, you are agreeing to the Master Services Agreement and Terms and Conditions appended to this document. Services, Service Level Agreements, procedures and term will be further defined in the Master Services Agreement (MSA) or appended to any existing MSA. *Quote does not include local, state, federal taxes or 911 fees.

Total Additional Monthly Price*
\$1,440.00

NOTES: To accept this proposal please sign and fax to 870.336.9443 or scan and email to scott.roberson@rittercommunications.com. Thank you! Scott R. (870.336.3443 office)

Ritter Representative

Signature: Scott Roberson
Printed Name: Scott Roberson
Position Title: Business Sales Representative
Date: 2/3/2023

Customer

Signature: _____
Printed Name: _____
Position Title: _____
Federal ID# or SSN: 70-6013749
Date: _____

Right by You

870.336.3434

Contract Change Notice



Customer Name:	City of Jonesboro
Service Address:	411 W Monroe Ave
Service City/State/Zip:	Jonesboro AR 72401
Billing Address:	PO Box 1845
Billing City/State/Zip:	Jonesboro AR 72403

Issue Date:	1/29/2023
Current Contract Rate:	\$23,634.58
New Contract Rate:	\$23,984.58
Contract Number:	044509
Account Number:	00035309-5

Business Contact:	Jason Ratliff
Phone:	870-336-7269
Email:	jratliff@jonesboro.org
Sales Representative:	Scott Roberson

**Quotes are good for 30 days*

Product Description	Quantity + or -	Unit Price	Price Adjustment
Delete Existing Firewall Service: Cisco ASA v5 Next Gen Firewall	-1	\$100.00	-\$100.00
Add New Firewall Service: Palo Alto – Next Gen Firewall - 2G Enhanced	1	\$350.00	\$350.00
Advanced Firewall for Next Gen Firewall – 2G Configuration and Administration	1	\$100.00	\$100.00

I hereby authorize Ritter Communications to proceed with the services and equipment defined in this quote at the monthly rate defined as "Monthly Service Total" for the term specified above (in months) from the date of service activation. Recurring service charges associated with this quote are effective upon the installation date of these services. Any dispute for these service charges must be addressed through the process defined in the Terms and Conditions, within the Bill Disputes section. Additionally, I agree to pay in-full all charges defined as "Installation Fees" defined on this agreement as well as any taxes and regulatory fees charged in addition to quoted amounts contained herein. By authorizing this quote, you are agreeing to the Master Services Agreement and Terms and Conditions appended to this document. Services, Service Level Agreements, procedures and term will be further defined in the Master Services Agreement (MSA) or appended to any existing MSA. **Quote does not include local, state, federal taxes or 911 fees.*

Total Additional Monthly Price*
\$350.00

Notes: To accept this proposal please sign and fax to 870.336.9443 or scan and email to scott.roberson@rittercommunications.com. Thank you!
Scott R. (870.336.3443 office)

Ritter Representative

Customer

Signature: Scott Roberson
 Printed Name: Scott Roberson
 Position Title: Business Sales Representative
 Date: 2/3/2023

Signature: _____
 Printed Name: _____
 Position Title: _____
 Federal ID# or SSN: 70-6013749
 Date: _____

Right by You

870.336.3434



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:034

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A TWO YEAR LEASE CONTRACT FOR THE PURCHASE OF ONE SANITATION REAR LOAD TRUCK

WHEREAS, the City of Jonesboro, Arkansas passed the 2023 Budget in RES-22:255, which included the lease obligation for one rear load Sanitation truck; and

WHEREAS, the City of Jonesboro, Arkansas desires to enter into a two year lease contract with Arvest Bank for one Freightliner Rear Load Truck to be purchased from River City Hydraulics, Inc. The financing proposal for the truck is attached hereto.

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

SECTION 1: Mayor, Harold Copenhaver and City Clerk, April Leggett, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.



February 1, 2023

City of Jonesboro,

Please find a financing proposal for the City of Jonesboro, Arkansas. This is for your consideration and is a firm quote subject to credit approval.

Customer: City of Jonesboro
Equipment: 2023 Freightliner RL
Tax-Exempt Rate: 4.81%
Expiration date: 3-15-2023

<u>Proposed Fin Amt</u>	<u>TERM</u>	<u>Monthly Payment</u>
196,654.48	24 months	4,385.00

With this proposal there is no processing fee and no prepayment penalty.

The financing will be 24 monthly payments estimated to be \$4,385 followed by a final balloon payment on the 25th month of \$107,000.

This is a “triple Net Lease” where the borrower is responsible of license & tax, maintenance, and Insurance.

Financing documentations will be provided by Arvest Bank and will be subject to review and approval by Arvest Bank.

Sincerely,

Joey Parker

Arvest Bank
Vice President/Commercial Lender
500 Broadway Little Rock, Arkansas 72201
Cell: 501-837-9776
jparker5@arvest.com





City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:035

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO SUBMIT AN APPLICATION TO THE DEPARTMENT OF TRANSPORTATION FOR THE FY2023 RAISE GRANT FOR THE NORTH SECTION OF THE ONE JONESBORO QUALITY OF LIFE AND CONNECTIVITY MASTER PLAN

WHEREAS, the application process is now open and proposals are being accepted by the Department of Transportation for the FY 2023 RAISE grant; and

WHEREAS, as the lead applicant, the City of Jonesboro will enter into a regional partnership with the cities of Paragould and Brookland, as well as Craighead and Greene County, to work on the BRIDGE NEA Project and submit the application; and

WHEREAS, the proposed BRIDGE NEA Project will connect the cities of Jonesboro, Paragould and Brookland to Craighead County and Greene County trails. Furthermore, this regional trail system will connect Lake Frierson and Crowley's Ridge State Park; and

WHEREAS, the City of Jonesboro has proposed to complete 21 miles of the ONE Jonesboro Quality of Life and Connectivity Master Plan, including completing the ASTATE and University Heights Link, Joe Mack Campbell Link, and the upper portion of the Red Wolf Way regional loop and in addition to linking north 5 miles to the Craighead County Multi-Use Gravel Trail; and

WHEREAS, Craighead County has already received funding for a Multi-Use Gravel Trail along Highway 141 that connects to Greene County; and

WHEREAS, the Project includes a proposed bus stop linking the City of Brookland to area retail and medical facilities; and

WHEREAS, the City of Paragould, AR, and Greene County is proposing to link the 8-Mile Creek trail to Crowley Ridge State Park to Lake Frierson State Park; and

WHEREAS, the City of Jonesboro is requesting \$18,800,000 for the ONE JONESBORO CONNECTIVITY MASTER PLAN NORTHERN SECTION plus the link to the connection to the Craighead County Gravel Trail to Lake Frierson State Park, and the City of Paragould and Greene County is requesting \$6,000,000 for the connection of Crowley Ridge State Park to Lake Frierson

State Park, and for Phase 1 of this BRIDGE NEA Project a connecting Bus Stop along Highway 49 in the City of Brookland for \$200,000, therefore making the total grant request for \$25,000,000; and

WHEREAS, In order to competitively position this proposal BRIDGE NEA is offering a shared 20% match.

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

SECTION 1: The Jonesboro City Council supports the submission of the FY23 RAISE Grant application to the United States Department of Transportation.

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

SECTION 3: The Grants and Community Development Department is hereby authorized by the City Council for the City of Jonesboro, AR to submit all necessary documents for this Federal Aid program.

**MEMORANDUM OF UNDERSTANDING
FOR ACTIVE REGIONAL MULTI-MODAL TRANSPORTATION TRAIL
FY2023 RAISE GRANT APPLICATION
IN PARTNERSHIP WITH BRIDGE NORTHEAST ARKANSAS (NEA)**

BETWEEN:

**The City of Jonesboro
The City of Paragould
The City of Brookland
Craighead County
Greene County**

**Mayor Harold Copenhaver
Mayor Josh Agee
Mayor Kenneth Jones
Judge Marvin Day
Judge Rusty McMillian**

RECITALS

1. The United States Department of Transportation has announced the opportunity to apply for \$25 Million in funding for surface projects under the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) FY2023 grant program.
2. As the lead applicant, The City of Jonesboro, Arkansas, will be submitting a grant application in conjunction with the cities of Paragould, Brookland, and the counties of Craighead and Greene. These entities agree to formulate a partnership, officially known as BRIDGE NEA (Northeast Arkansas) Partners. The BRIDGE NEA Partners' grant application seeks funding for Phase 1 of the BRIDGE NEA Multi-Use Transportation Project.
3. The MOU documents the partners' responsibilities regarding coordinated efforts in applying for Federal funding under the FY2023 grant program and delivering the Project.

AGREEMENT

It is in the Partners' understanding that if their RAISE FY2023 grant application is successful:

1. The City of Jonesboro is requesting \$18,800,000 for the ONE JONESBORO CONNECTIVITY MASTER PLAN NORTHERN SECTION, thenceforward to the connection toward the Craighead County Gravel Trail to Lake Frierson State Park. The City of Paragould and Greene County is requesting \$6,000,000 for the link of Crowley Ridge State Park to Lake Frierson State Park. Phase 1 of the BRIDGE NEA project also plans a connecting Bus Stop along Highway 49 in the City of Brookland for \$200,000, therefore making the total grant request \$25,000,000. Whereas Craighead County has already received funding for a Multi-Use Gravel Trail along Highway 141 that connects to Greene County.
2. The City of Jonesboro will serve as the lead applicant for the BRIDGE NEA funding Project.
3. Upon grant award, the City of Jonesboro will represent BRIDGE NEA. It will administer the Project under the received United States Department of Transportation certification agreement.
4. Upon grant award, the City of Jonesboro will represent BRIDGE NEA. It will enter into an Intergovernmental Agreement according to the United States Department of Transportation certification agreement to allow the City of Jonesboro to administer the Project as a certified local agency on behalf of a non-certified local agency.
5. With the City of Jonesboro oversight according to the United States Department of Transportation certification agreement, the BRIDGE NEA Partners may manage their section of the Project, the

City of Jonesboro shall manage its portion, the City Paragould and Greene County shall manage its area of the Project, and Craighead County shall manager its site of the Project. The City of Brookland shall manage the location of its Project. All work shall comply with the City of Jonesboro certification agreement with the United States Department of Transportation.

6. The City of Jonesboro will administer the awarded grant funds.
7. The FY 2023 RAISE grant funds are available for obligation only through September 30, 2027. Furthermore, the grant funds must be liquidated or paid out to the grant recipient by September 30, 2032, as described in the Notice of Funding Opportunity (NOFO) for the grant.
8. This MOU shall become effective when all required signatures have been obtained and shall remain in effect until September 30, 2032, when this MOU automatically terminates, or until the Partners have executed the Intergovernmental Agreement regarding the delivery of the Project using RAISE FY2023 grant funds at which time the terms of the Intergovernmental Agreement will supersede this MOU, whichever is soonest.
9. The MOU is not intended to create a legally binding Agreement and is not a commitment by either Partner; it is designed to serve as a basis for forging an Intergovernmental Agreement between the parties.
10. This MOU shall be executed in several counterparts (facsimile or otherwise), all of which, when taken together, shall constitute one MOU, notwithstanding that all Partners are not signatories to the same counterpart. Each copy of this MOU so executed shall constitute an original.

City of Jonesboro

By: _____

Title: _____

DATE: _____

City of Paragould

By: _____

Title: _____

DATE: _____

City of Brookland

By: _____

Title: _____

DATE: _____

Greene County

By: _____

Title: _____

DATE: _____

Craighead County

By: _____

Title: _____

DATE: _____

