



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Thursday, November 13, 2025

4:00 PM

Municipal Center, 300 S. Church

NOTE: RESCHEDULED FROM TUESDAY TO THURSDAY DUE TO HOLIDAY

1. CALL TO ORDER

2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

3. APPROVAL OF MINUTES

[MIN-25:095](#) Minutes for the Finance Committee meeting on Tuesday, October 28, 2025.

Attachments: [Minutes](#)

4. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-25:162](#) A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH BAILEY CONTRACTORS, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE 911 AND REAL TIME CRIME CENTER PROJECT

Sponsors: Engineering

Attachments: [911 & RTCC Agreement - Bailey.pdf](#)

[RES-25:163](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION (NAIDC) FOR FUNDING OF ECONOMIC DEVELOPMENT SERVICES

Sponsors: Mayor's Office

Attachments: [Contract City-NAIDC 2025-26 unsigned \(002\).pdf](#)

[NAIDC QTR 1 2025.pdf](#)

[NAIDC QTR 2 2025.pdf](#)

[NAIDC Report 3rd Quarter 2024.pdf](#)

[NAIDC Annual Report 2024.pdf](#)

5. PENDING ITEMS

6. OTHER BUSINESS

[COM-25:049](#) JETS UPDATE FROM JETS DIRECTOR LEE WELLS

Sponsors: JETS

7. PUBLIC COMMENTS

8. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-25:095

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Minutes

Minutes for the Finance Committee meeting on Tuesday, October 28, 2025.



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, October 28, 2025

4:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

Present 4 - Joe Hafner; Charles Coleman; David McClain and Brian Emison

Absent 3 - Ann Williams; John Street and Anthony Coleman

3. APPROVAL OF MINUTES

[MIN-25:091](#)

Minutes for the Finance Committee meeting on Tuesday, October 14, 2025.

Attachments: [Minutes](#)

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

Aye: 3 - Charles Coleman; David McClain and Brian Emison

Absent: 3 - Ann Williams; John Street and Anthony Coleman

4. NEW BUSINESS

[RES-25:160](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1500 DANNY DRIVE, PARCEL 01-144214-10600, OWNED BY KENVIN & TONYA LYLES IN THE AMOUNT OF \$4,220.80

Sponsors: Code Enforcement and Finance

Attachments: [01. 1500 Danny Notice of Violation.pdf](#)
[02. 1500 Danny Billing Request.pdf](#)
[03. 1500 Danny Demo Invoice.pdf](#)
[04. 1500 Danny Council Notice.pdf](#)

Chairman Joe Hafner said, I did mention it is a demolition that we did for a house that burned, and nothing was ever done to it.

Chairman Joe Hafner said, please let the record reflect that Councilmember Ann Williams is in attendance now.

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

Aye: 3 - Charles Coleman;David McClain and Brian Emison

Absent: 3 - Ann Williams;John Street and Anthony Coleman

5. PENDING ITEMS

6. OTHER BUSINESS

[COM-25:045](#) NAIDC Report by Mark Young

Sponsors: Mayor's Office

Attachments: [NAIDC City Finance Committee 10-28-25.pptx](#)

Chairman Joe Hafner said, we'll listen to the NAIDC report from Mr. Mark Young from Jonesboro Chamber of Commerce, Jonesboro Unlimited and various other entities.

Chamber of Commerce President & CEO Mark Young approached the podium and said, how's everybody doing? Good afternoon. It's great to see everybody and appreciate you taking the time to allow me to visit with you today about our economic development and our efforts from all of our economic development partners. We'll talk a little bit about infrastructure, the importance of infrastructure. This is a third quarter report that I'm providing. I have a couple slides from the second quarter as well, that I think are important to mention, and so this is one of those. Back in the summer, we held a groundbreaking for a water line extension in the Craighead Technology Park South. The Arkansas Economic Development Commission this past year, had a pilot program that allocated \$10,000,000 toward site development across the entire state. We put together an application and were awarded \$2,000,000 of that total \$10,000,000, so we received a large portion of that. We celebrated that particular day, and I'll show you in just a second, sort of where this is going to serve, that 612 acres, which is CTP South, Craighead Technology Park South, will be getting the benefit of this particular waterline extension, which will come back from Highland drive down south toward the 612 acres CTP South. You'll notice at the very bottom of the screen that's I555, so if you're not familiar with this property is, it's just south of where Nestle, Unilever, and those other companies are. This is the property that was acquired about three and a half years ago now, and we're currently developing. The other important activity that's going on related to this is we're currently putting together a new proposal as well for the next round of site development grants. The state of Arkansas was so pleased with the first \$10,000,000 they've allocated another \$50,000,000 over the next two years. So, \$25,000,000 this coming year and then \$25,000,000 the next. We are putting together an application for sewer service, to this same piece of property. Which the deadline for application is November 7th, so we're about 90% complete with that particular project and we'll be submitting that next week and looking forward to that. The process has changed a little bit in that, if we're a semifinalist, we'll know that in December and then in February, I'm sorry, in January, there'll be a team of site developers, site location consultants, that will actually come and look at the project, look at the site, to determine whether or not it's one of the top projects in the state. So, we're looking forward to hopefully making the semifinalist list and then having them for a site visit in January. So, we'll keep you posted on the progress there. But very important for this

particular piece of property and for the industrial park. Part of the reason this is incredibly important, when you look at our industrial park, and you see all the companies that are already in the Craighead Technology Park, in large part, one of the reasons they're there is because of the infrastructure that we don't see. We drive by it every day, and we don't see the water lines, sewer lines, electric lines, that are there. Having that capacity and quality of utility service sets us apart really from a lot of places across the state of Arkansas. So, we're developing that 612 acres to do the same, and really appreciate your continued support in our efforts to do that.

Also wanted to note the celebration at the Jonesboro Municipal Airport. Having the new terminal, the grant from EDA of \$5,000,000 for a total of \$6,000,000 project is incredibly important. I think all of us, when we think about economic development, economic growth; air service certainly has a role to play in that. All of the infrastructure improvements, the strengthening of the runways, the new terminal, all of that goes to strengthen our economic development efforts in our community, so I applaud you for all of your work in this particular effort, and we're encouraged. Look forward to seeing that project through to completion.

This past year, the legislature was in session, and there were about 12 different economic development pieces of legislation that were passed. I'm not going to talk about all 12 of them today so you don't have to sweat that. But I do want to mention two of them that I think are extremely important. One of them is Act 882, which is the modernization on automation incentive. For years, the state of Arkansas used to have an incentive that we encourage existing businesses to continue to invest in modernization and that incentive went away several years ago. And so, a group of people back this previous summer recommended that, two summers ago, recommended that that be looked at. This was one of the bills that was passed. And so, it will encourage our existing companies to modernize and automate where appropriate. It will be important as we continue to compete for projects across the country. Our existing companies oftentimes compete within their own footprint or their own companies, if you will, for additional volume here in Jonesboro. So, this will help them do that and be more successful as we continue to move forward in the future.

The second project, you've heard a little bit about, you'll hear a lot more about, and that is Senate Joint Resolution 15, which allows for economic development districts to be created in communities. This will be actually on the ballot in November of 2026, so it's a constitutional amendment, so it will require the vote of the people. So, over the next year, you're going to hear a lot more about this and its importance. It allows communities to provide additional incentives and provide some additional support to economic development projects, which we think is critical. Similar to a program that's in Texas right now, this will increase competitiveness across the state of Arkansas and give another tool to communities like ours to be successful. And we're encouraged by that. We hope to have a couple of different occasions to bring in some folks to talk about this measure, and we'll coordinate with you all to be part of that so that we all better understand what the capability and the capacity of Senate Joint Resolution 15 will be and how we can benefit from it.

Initiated by one of our existing industries, we're having conversations with the City right now about continuing JET service expansion to Craighead Technology Park. One of the challenges that we face out there is that we did a study, not that long ago, and there are 37 different start and stop times. So, to coordinate and make sure that we have the right schedules, etc. is a challenge, but we're working with staff at the City to evaluate that and see what's possible. Anything that we can do as a community to remove barriers for work is a good thing. Having that service to the industrial park, we

think will be very positive for the companies that are out there. So, we're going to continue to look at that, work with the City to see what's possible, and see how we can work together to make that happen. More on that just a minute too.

We've talked a lot about talent attraction and the importance of talent attraction and talent retention. The International Economic Development Council is the largest economic development group in the world, and Jonesboro Unlimited received a bronze award for our talent attraction campaign, Always Jonesboro, recently at their annual conference. I'm happy and proud of Bethania Baray-Harrison and the work that she's doing in that effort. If you've not been familiar with Always Jonesboro, I would encourage you to look at it on the web, so alwaysjonesboro.com. There's a great cost of living calculator that our HR professionals use to help them in their recruitment efforts. There's a lot of additional information there as well about our community. In addition, there's both Facebook and Instagram and other social media feeds that promotes great jobs in our community, promotes quality of life amenities, and helps people know what's going on in the community. So again, if you've not checked that out, I strongly encourage you to do that. We're excited about the things that are happening with Always Jonesboro.

One of our efforts too, this summer, was our Intern Edition 2025. We have companies here in Jonesboro that have interns from across the country that do summer internships here. And oftentimes those students will go to work and then they'll go back to wherever they're staying, right, their apartment or whatever, and then they get up and they go to work the next day. We wanted to make sure that all of those interns saw Jonesboro beyond just a place to work. We wanted to make sure that they saw Jonesboro as a place that they could see themselves living. So, we hosted them for a day. Did a lot of fun things in the community. Also gave them a lot of information. Got them to sign on to Always Jonesboro, so even when they went back to their colleges and universities across the country, they would still be looking at what's going on in our community and following that with interest. And our hope and desire is as they become seniors and graduate, that many of our companies will be extending an offer for them to work at their places and business and come back to Jonesboro because of their good experience here. We had a blast doing this. We've done this a number of years now, and it continues to be successful for us.

One of the things I'm most excited about in workforce development is the Crest Center, career readiness, education, and skills training. You all probably followed that story of the hired grant that was received by Arkansas State University. It's a collaboration between A State, ASU Newport, and Arkansas Northeastern College. During my career time, it's probably the largest investment in workforce development that I've ever seen across the state of Arkansas. They're deploying about \$88,000,000 in total. Arkansas State received a little over \$10,000,000 as part of this project. And the first cohort class actually started in August with 35 people studying in food technology and high-speed automation. There's also a steel education component, steel manufacturing component, to this as well. And the board in September approved the initial phase, phase one of constructing a facility. So, you'll be hearing and seeing more about this. But it allows our workforce a great opportunity to have a ladder, if you will, to work on. And so, if you're interested in any of those items I mentioned, you have the capability of getting a certificate of proficiencies, associates degrees, bachelor's degrees, and beyond. So very happy and appreciate Chancellor Shields and his leadership in putting this program together and excited about what the future has. You'll be hearing a lot more about this in the very near future.

This past year, just two weeks ago, I'm sorry, we hosted our Tekstarz Externship,

which is an externship for public school teachers. We had 30 teachers participate. You can see a comment that someone made about a couple of the companies that they visited, Nestle and Nice Pak. One of the things that we have found is a tremendous influence for students or their teachers, and we wanted teachers to be able to articulate the kinds of careers that are available right here in our community and how the students can engage in that. So, we've done this for a number of years now. We've had 194 educators go through the program. Excited about that, and excited for that to continue. I'm going to play, if this works, I'm going to play a short video for you to kind of get a flavor of some of the things that the teachers are able to see and do.

We had great response from our educators about the program. Some of them want to come back year after year, we typically don't allow that. But I'm glad that we're able to support them and glad that they're able to take that message back into the classroom and encourage their students about all the opportunities that are right here in Jonesboro.

A couple of years ago, you may remember, that we worked on a project with the National SHRM Foundation. We're working on a second project with them now called Keeping Local: Employers Driving Good Jobs in Rural Arkansas. There are two communities that are participating in Arkansas, Jonesboro and El Dorado. We've identified 10 local employers who are participating, and really it's focused on providing them additional resources and skills related to skills-based hiring. And how they can continue to enhance and improve what they're doing in terms of attraction and retention of workers. We're off to a great start. In September we had our training session. Now each of those employers are putting together their own action plans that they're going to be implementing in their places of business. A second component of this is actually, we're going to be provided, Jonesboro Unlimited is going to be provided with a \$100,000 grant to identify a barrier to work and for us to help identify an initiative that will help overcome that barrier to work. We've identified three very broad areas right now. So, I mentioned transportation earlier, transportation is one of those, and sometimes we often hear that that's an impediment to work. The second thing is childcare; there are a lot of people who have a challenge identifying and seeking good childcare. And then the third area is in upskilling. So those 10 employers will be working with us to identify a project that we can implement locally, and we're looking forward to that. If you have suggestions or ideas, feel free to reach out to me, I'm happy to hear about those and interested in what you think too. But glad that we're part of this project and happy that SHRM had a good experience with us the first go around and they wanted to work with us again. Also wanted to give a shout out to Shelle Randall. She's our director of Workforce Development. She was actually highlighted in the SHRM Foundation's report that just came out. And so, she's got a quote in that particular project. This is really from our first project, which we did for the internships. So, the Get To Know Jonesboro Internship Edition was part of this too. So, it's good to get that national recognition and for people to see some good things going on in our community.

A new initiative that is coming up, so two things in the near future that you will be seeing more about. There's an event called Here 2 Hired, which is a career fair on March the 12th. It will be hosted at Nettleton Public Schools. And we hope to have about 40 different companies that will be represented there. This will be targeting seniors who are going to go directly into the workplace. So those individuals will be provided some information to get them prepared to have those conversations. After that, there'll be separate interviews that will be held. So, companies will be holding those interviews, both on campus, and then at their places and business as well. Those individuals who are hired, we're going to have a signing day celebration on April

9th to celebrate them, and what they are doing, and what they mean to our workforce. So, I'm excited about that project, something that we've got a task force that's working on right now. The other thing that I'll mention is it's going to be inclusive of many different types of businesses and industry, so we're really looking forward to that, and thinking it'll be a great event.

Another thing that I mentioned probably about six months ago to you guys. We've been awarded an EDA grant for the JumpStart Partnership. We've started phase one, which is to create a centralized website for entrepreneurs, so that all those resources are at their fingertips in one particular location, which we believe is important. And at the first of the year, we'll be starting, and it may not be on Fridays, but we're going to have a coffee so that those individuals who are entrepreneurs can come together, and they can meet each other, but more importantly they can meet some resources as well. They can support them in their efforts and get them connected. Long term we also hope to have an Angel Network that can help with some early funding for those companies as well. So, all those things are yet to come, those two last items are.

I did want to share with you a couple of statistics, you know, I love statistics, and the first one is our Civilian Labor Force. We've talked a lot in here about the importance of making sure that our labor force continues to grow. And you can see this is from the Federal Reserve, that goes all the way back to 1990, all the way to this current as we've got, this is August 2025. So, you can see that between August 2020 and currently we've grown just under 9%, which is good. You can kind of see the trend, right? So, it's moving the right direction from lower left to upper right. We want to see that continue to be the case, and that's where a lot of our efforts in retention and talent attraction go to as well. Equally important, if not more so, is also the trend of those individuals employed in our community. So, when you look at these statistics in August of 2020, there were 49,725 people employed in Craighead County. Today, that's 55,456, so it's 11% increase, roughly over that period of time from August 2020 to August 2025. So, we've had really good job right over that period of time, very steady job growth, which is healthy and encouraged. And we're pleased with that and hope that that trend continues. Again, you see sort of the historical data there, lower left, upper right, that's the trend we want to continue. Again, you see sort of the historical data there. Lower left to upper right. That's the trend we want to continue to see, and a lot of what you do is reflected in here, and a lot of what our efforts are are reflected in these numbers as well.

Lastly, I'm going to ask for your help in just a second. So, we are currently working on our new five-year strategic plan, VisionFirst Advisors, which is a consulting firm that is assisting us with this effort, and is in the process of helping us. And the pyramid on your right continues to remind me of all the things that all of us do that are extremely important. Workforce, infrastructure, leadership, existing industry, and the recruitment efforts. All of these go hand in hand. You can't be successful in one and expect to be successful in another one. So, it's important that we continue to lay the foundation for success in the future and with your partnership, we certainly hope to do that.

Lastly, I'll just mention that as part of that planning process, we're conducting a community survey. If you've not participated yet it is not too late. So, the QR code actually works. So, I encourage you to take a look at that, and I'm leaving a digital copy of this for April so that she can send this to you as well. But the deadline is October 30th, so the deadline is approaching. We've had well over 500 people respond already, so we're getting good feedback. It takes about 10 minutes, but it's important that we get people's feedback about what they want to see and what they want Jonesboro to look like. This gives us an opportunity to ask those questions and get

some great feedback. So, I would encourage each of you to participate as well. The city has sent that out on social media, and we very much appreciate that. There was an article in the newspaper. We've sent it out to all of the chamber members, etc. So, it's been pretty widely distributed, but if you've not had a chance to respond, please do so.

Lastly, I just want to thank you for your partnership and your continued support of what we do. Nothing that is accomplished in the community can be done in isolation. We appreciate the value, what you do for us and what you mean for us. And with that, I'd be happy to answer any questions you might have.

Councilmember Dr. Charles Coleman said, I got about 10 questions. Mark Young said, yes sir you go right ahead Dr. Coleman. Councilmember Dr. Charles Coleman said, the airport itself seriously. Is that going to be an extension where we can get larger aircraft into Jonesboro? Mark Young said, it should be. So, the length of the runway and the strength of the runway it's really probably more important for the strength of the runway, and I say more important, we've got the length already having that strength on the taxiways and the runways are important. So, we should be able to accommodate larger aircraft. And I suspect when whether it's private craft or commercial craft that's something that we're all interested in is being able to have larger aircraft come in here, and that's something that we certainly will be working toward.

Councilmember Dr. Charles Coleman said, and you might have already answered this question, but I guess I have to answer just to make sure I'm hearing it correctly. Mark Young said, yes sir. Councilmember Dr. Charles Coleman said, you know you're putting in the pipelines and that's which is actually wonderful and I think it's a wonderful idea but I also while that ground is being vacated for their ethernet lines and their underground lines, and I guess the reason why I talk about underground lines, I'm not sure why Jonesboro has not gotten more into underground utilities when it comes to lights and stuff like that. Especially because of... Mark Young said, I did not answer that question. That would be a question for City Water & Light, but I'd be happy to visit with them about it. I do know that in some areas and obviously there are parts of the United States that do that because extremely wind conditions etc., that's, you know, you don't want to have that interruption of power.

Councilmember Dr. Charles Coleman said, and I guess the other question and hope everybody's listening take this as a positive statement and not a racial statement, but most of the committees that are going out recruiting there's not a lot of minorities, or there might not be any minorities at all on those committees because a lot of these big companies most of their overseer employees, heads, are minorities. So, I'm wondering when you're going to put David McClain on a committee. Mark Young said, well he can come on, absolutely. We need all the help we can get. Thank you Dr. Coleman.

Councilmember David McClain said, Mark, I do have a couple questions. Mark Young said, yes sir. Councilmember David McClain said, I appreciate you guys taking time to be here to speak with us. Mark Young said, well I thank you. Councilmember David McClain said, I think one of the biggest things I heard and it got me excited. I don't know if you saw me sit up a little bit when you said it was that Angel Network. Mark Young said, yes sir. Councilmember David McClain said, I was curious where we are or how close are you all to making that happen. Mark Young said, early stages. So, the grant that we have is a three-year grant so we're at the very beginning of that process. Creating an Angel Network will happen probably three-fourths of the way through that process, but something that we're interested in. You all know this, oftentimes start up

companies have a hard time initially with some initial funding and having the ability to do that and partnership with our financial institutions, private investors, etc., is something that I think is important and something we can do to better support our entrepreneurs here. We're very interested in that. Councilmember David McClain said, well I'm excited about that. Makes me feel good because... Mark Young said, yes sir. Councilmember David McClain said, I do believe that, you know, that site developments are important but at the same time you know we saw today I don't know if you saw the news that Amazon is laying off 30,000 people because of AI. So, if some of these companies adopt something similar then what do we have to fall back on. I don't want to see us get the industrial is our backbone but at the same time I'm glad to see we're introducing the Angel Network to help our entrepreneurs and help them get started and I do think that's also the backbone of our country as a whole. So, I want to see us continue to invest there and even leveraging the University and I saw that someone just got an NIH grant for \$3,000,000. So how are we leveraging that relationship and maybe saying how do we turn that into an opportunity for start up business. Are we doing that or is that something we're okay. Mark Young said, and one of the things that we've hoped to put together in the entrepreneurial part of what we're doing. You all probably are familiar, there are resources and assets that are already in place that some people know about and some people don't know about. So, when you think about the garage, the shop, and the lab. They're actually labs that Arkansas State University for researchers to use currently. And to make sure that more people know about each of those resources and getting them plugged in is part of that process and helping them make sure they can achieve their full potential is something that we want to do. So, to your point, being able to leverage that and then being able to help those individuals as they come out with products that can be commercialized is certainly important. The other thing that you commented on that I agree 100% with, one of the things that really benefits our community, I think all of us will agree, is the diversity of our economic base that's here. So, we're not solely reliant on any one type of business or industry, and to your point, anytime there's a down economy the good thing about our community is typically if we're down in one area we're up in another area. So, we don't see that cyclical nature that some other communities unfortunately see, and I think that's based on good strategy that was started years ago that we still benefit from today and having that diverse nature of economy I think is going to be important for us to move forward. We can't put all of our eggs in one basket, to your point, and I think that's something to continue to think of. Thank you.

Councilmember Dr. Charles Coleman said, I do have one other question. Mark Young said, yes sir. Councilmember Dr. Charles Coleman said, it's not so much a question but it's almost a statement. One of the things I talked to the City about constantly is advertising. Making sure the whole community sees and knows. I've watched your presentation twice and I think it's really really well. The only issue I would have with it is that your presentation being produced where all people in Jonesboro being able to see part of that presentation. I talked about that because I talked to a lot of community people that I know about the Chamber and some of the things I think that you're doing wonderful as a group that I just want to. But I think at the same time it's advertisement type needs to be a little stronger. You know I'm not sure how much money you could put in this but you know a lot of posters, boards, the bulletin boards, and stuff like that. Because the thing, Jonesboro's growing faster than most people think it's growing and I think there's a lot of people that's going to be left behind because of that, because they don't know where you're going. But I think a lot of these bulletin posters all over Jonesboro instead of putting all the politicians up there maybe we can put all the. Mark Young said, Dr. Coleman I agree with you. I think that something we can all do more of and be better at is telling our story collectively you know as a community.

That's not just about us as our organization but our community as well. For those who have not been to Jonesboro Unlimited's website I encourage you to do that. There's a lot of really good information there. There are some videos that we've produced called Here & Invested that highlight people in our community who chose to move here, tells their story, and helps tells that. We all know that we're bombarded every single day with information, right, and whether that's social media, etc. We have to continue to look for ways to get our message out to everybody and we'll keep doing that with your help, so thank you. Councilmember Dr. Charles Coleman said, I'm not sure that Jonesboro's bulletin board has that, but I know a lot of states that I've lived in, they had a lot of electronic stuff so they could actually show those videos, you know. So, that might be something you want to check into. Mark Young said, absolutely thank you. Councilmember Dr. Charles Coleman said, I'm sure Brian Richardson could help you with that. Mark Young said, absolutely. Again, telling the story not for people in our community and people outside our community. It's something we work on every single day. We spend a lot of time talking to site location consultants and people who may have never been to Jonesboro before, so I appreciate your comments. It's something we'll continue to focus on and work on, Thank you.

Councilmember Joe Hafner said, hey Mark, I do have one quick question. Mark Young said, yes sir. Councilmember Joe Hafner said, and it may be too early to tell but with the Ridge Athletic Center under construction have you been able to see a pick up in recruitment efforts or attention to Jonesboro from businesses and individuals? Mark young said, I have. So especially people in Arkansas and the surrounding area, all of the things that we've invested in, and I say we right, whether it's the Shooting Sports Complex whether it's the Ridge Athletic Center whether it's the biking trails, right, we keep adding to that list. It continues to enhance what I call is our brand. It continues to enhance Jonesboro, and when I go places you know whether that's across Arkansas or West Tennessee I hear more and more of that so that buzz is out there, and I certainly think that when the Ridge Athletic Center comes online we'll see an influx of folks who want to come see it and want to come participate and all the things that they have from a programming standpoint I think that will really help our community in a big way so I'm really excited about it. That's a great question.

Councilmember David McClain said, the only thing I have and kind of curious, and Brian, I guess you guys can talk with Mark. I would love to see you do this full presentation to the council just so in case anybody else has questions. Think that'd be good. Mark Young said, yes sir happy to do that. And I'm going to give this to April if that's okay. Thank you so much.

Filed

7. PUBLIC COMMENTS

8. ADJOURNMENT

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

Aye: 4 - Charles Coleman; Ann Williams; David McClain and Brian Emison

Absent: 2 - John Street and Anthony Coleman



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:162

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 ENTER INTO AN AGREEMENT WITH BAILEY CONTRACTORS, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE 911 AND REAL TIME CRIME CENTER PROJECT

WHEREAS, on 10/21/2025 the Public Safety Center Task Force endorsed constructing an E-911 / Real-Time Crime Center on the 400 block of West Washington Avenue; and

WHEREAS, the City of Jonesboro issued a Request for Qualifications for a Construction Manager of the project per the required professional services process detailed in the City of Jonesboro Code of Ordinances; and

WHEREAS, the Selection Committee has determined that Bailey Contractors, Inc. is the most qualified firm for the project;

WHEREAS, Bailey Contractors, Inc. has agreed to provide construction management services for the 911 and Real Time Crime Center project; and,

WHEREAS, the funding for the execution of the agreement shall come from the Capital Improvement Revenue Bonds 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 enter into an agreement with Bailey Contractors, Inc. to provide construction management services for the 911 and Real Time Crime Center project.

Section 2. The funding for the execution of the agreement shall come from the Capital Improvement Revenue Bonds 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 A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the **31** day of **October** in the year **2025**
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Jonesboro
300 South Church Street
Jonesboro, AR 72401

and the Construction Manager:
(Name, legal status, address, and other information)

Bailey Contractors, Inc.
2307 Congress Cove
Jonesboro, AR 72401
870.933.9612

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

911 and Real Time Crime Center
City of Jonesboro
Jonesboro, AR 72401

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

Brackett-Krennerich and Associates, P.A.
100 E. Huntington Ave, Suite D
Jonesboro, AR 72401
870.932.0571

The Owner and Construction Manager 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.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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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, as described in Section 4.1.1:

(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" – Plan diagram, meeting minutes, and 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.)

The project will consist of a single-story structure approximately 8,500 SF which will include E911 dispatch and Real Time Crime Center departments. The structure will be a poured-in-place concrete "hardend shell" with conventional metal stud framed walls and conventional mechanical and electrical systems. Audio / Video technology will be utilized in many areas of the facility to facilitate communications and radio. Interiors will include a large Information Technology space with access flooring for flexibility. Site location and utility requirements has not yet been determined.

Init.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

\$5,000,000.00 Building Structure + Site Development costs

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

.1 Design phase milestone dates, if any:

Design Complete Winter 2025/2026

.2 Construction commencement date:

Spring 2026

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 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 Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

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

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

N/A

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

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Topographic Site Survey Services
Geotechnical Engineering Services

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Kyle Cook, AIA
Brackett-Krennerich and Associates, P.A.
100 E. Huntington Ave, Suite D
Jonesboro, AR 72401
kylec@bkarchts.com
870.932.0571

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Kevin Bailey, President
Bailey Contractors, Inc.
2307 Congress Cove
Jonesboro, AR 72401
kevin@baileygc.com
870.933.9612

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

N/A

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Bids are solicited by trade packages as defined in the project manual

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

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

Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and 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 Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

N/A

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

Init.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing 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.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish 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.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** 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.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$0.00

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within **Six (6)** months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid **Fifteen (15)** 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 Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

6% per annum

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

(5%) five percent of the cost of work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Change Order

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

See Section 00 7300 – Supplementary Conditions

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed **One Hundred percent (100 %)** of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

TBD

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Included in the General Conditions of the construction manager's Continuation Sheet on the Application for Payment.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the

Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified; and
- .4 The Construction Manager’s Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

(5%) Five Percent

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Stored materials when appropriate insurance certificates are provided, building permits, insurances, and bonds.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

Init.

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Final retainage is to be paid when closeout documents are approved, including but not limited to lien waivers, submittals, and executed warranties.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Retainage will be withheld in the amount equal to to work left to be completed at substantial completion; as determined by the Architect.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA

Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

N/A

§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

6 % per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Construction Manager 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, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will

Init.

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User Notes:

(2020552529)

terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Construction Manager shall be paid for all construction work completed on the project, materials and supplies that have been secured for project, and costs associated with the demobilization of the site. Construction Manager shall provide itemized billing for all costs claimed due.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 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.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager 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.

§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than **One Million Dollars & Zero Cents (\$ 1,000,000.00)** each accident, **One Million Dollars & Zero Cents (\$ 1,000,000.00)** each employee, and **One Million Dollars & Zero Cents (\$ 1,000,000.00)** policy limit.

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

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
N/A	

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager 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 Construction Manager'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.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

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§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 14.5 Other provisions:

N/A

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed:

N/A

- .6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA – A201 – 2017	General Conditions of the Contract for Construction		40
Spec Section 00 7300	Supplementary Conditions		6

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Documents issued for the solicitation of the bids on the Trade Packages, including but not limited to Construction Drawings, Specifications, and Addenda.

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

OWNER *(Signature)*

Mayor Harold Copenhavor
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Kevin Bailey, President
(Printed name and title)

Init.
/



2307 Congress Cove Jonesboro, AR 72401

COMPENSATION PROPOSAL LETTER

October 27, 2025

Mayor Harold Copenhaver
City of Jonesboro
300 S. Church Street
Jonesboro, Ar. 72401

RE: Request for Proposal for Construction Management Services

Mayor Copenhaver,

Please accept this Compensation Proposal Letter as a Bid for your Request for Proposal for Construction Management Services.

Based on the knowledge gained from a quick glance of the Schematic Design Plans, Bailey Contractors proposes a Construction Management fee of 5.0% of the GMP project cost.

Bailey Contractors has completed projects of this size and based on that experience we estimate General Conditions will average \$19,000-\$21,000 per month.

Items included in the Monthly General Conditions:

- Full-time On-site Project Superintendent
- Project Manager
- Temporary Toilets
- Superintendents Truck Expenses
- Superintendents Mobile Phone
- Mobilization
- Blueprint Production cost
- Safety Compliance/Materials
- First Aid Supplies
- Temporary Fencing/Barricades
- Project Sign
- Jobsite Cleaning - Progressive
- Project Unit Rough/Final Clean

- Trash Removal – Dumpster
- Dump Permit and Fees

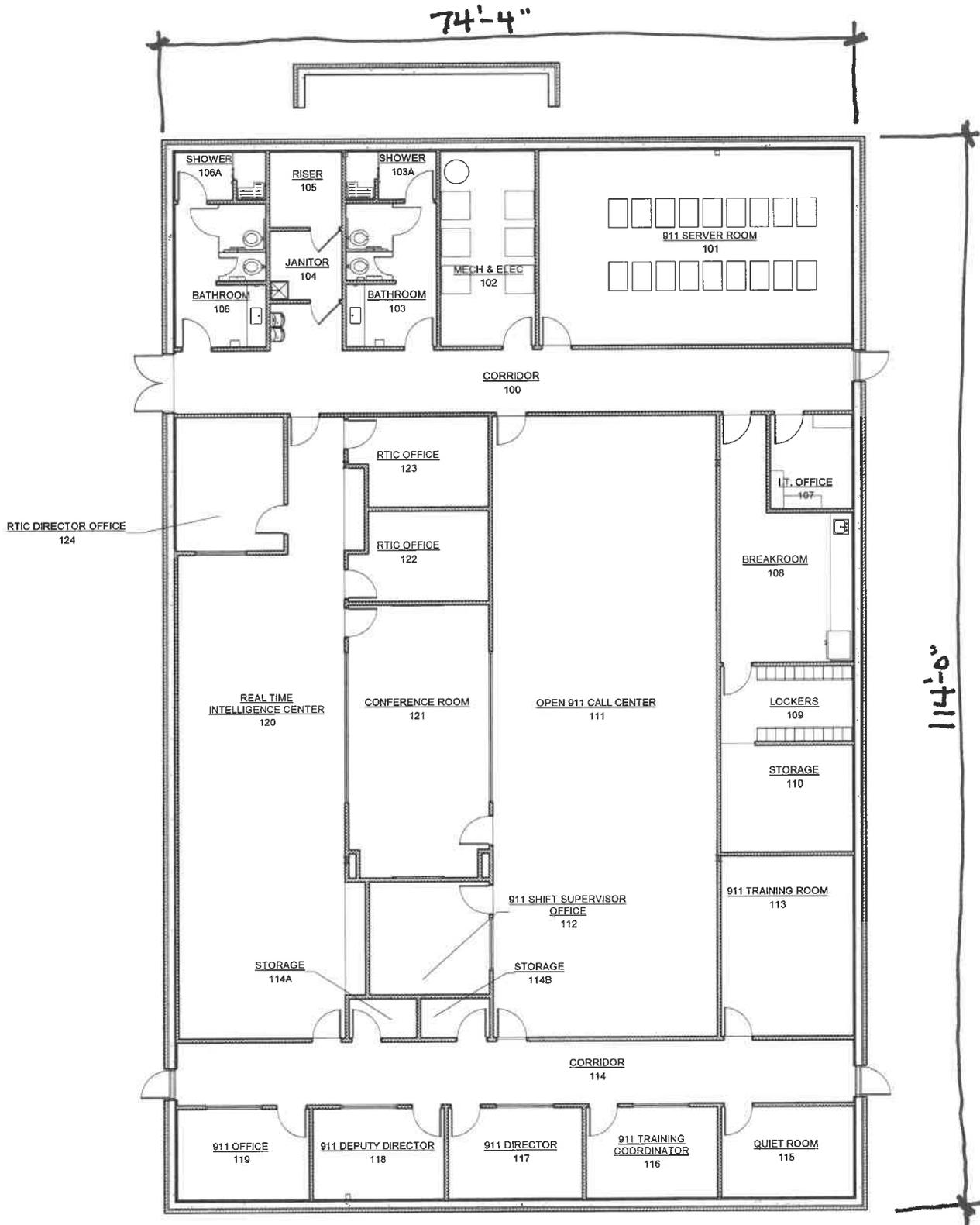
Other direct job costs will be determined upon delivery of the GMP. They will include Insurances (general liability, builders' risk, bonds, & owners OCP coverage), special inspections, permits, site layout, and any owner's contingences.

Bailey Contractors takes extraordinary pride in our ability and thoroughness to complete these services in a professional and timely manner.

We appreciate the opportunity to be member of the management team on this wonderful project.

Sincerely,


Kevin Bailey, President
Bailey Contractors, Inc.



FLOOR PLAN
NTS.

8,500 SF +/-



REAL TIME CRIME CENTER
SCHEMATIC PERSPECTIVE VIEW



911 DISPATCH AREA
SCHEMATIC PERSPECTIVE VIEW



Date: September 5, 2025

Project: Proposed 911 & Real Time Crime Center:
Jonesboro Police Department/City of Jonesboro
Jonesboro, Arkansas

#2509

MEETING MINUTES – LAYOUT & SITE

Refer to attached sign in sheet

The intent of this meeting is to review the most current architectural plan and site options

■ GENERAL

- a. Cameras will likely be installed by Critical Edge. Power and data will be provided at the desired camera locations for Critical Edge to connect to.
- b. Access to doors in the building will be handled by "OpenPath" (owned by Motorola). Hardwire to door.
- c. The building will utilize 6 pairs of single-mode fiber to provide internet
- d. No projector needed in RTIC
- e. Shades are likely needed for the conference room windows to control privacy when needed.

■ ACCESS FLOOR

- a. There will be 3 4" conduits running beneath the access floors to run cables to each station in the 911 area. Likewise, there will be 3 4" conduits running beneath the floor directly to the RTIC area.
- b. Refer to floor plans for marked up conduit locations.
- c. Floor jacks will be required in the RTIC area with covers. Some stations will be reused and some will be new.
- d. Plywood subfloor/ and light gauge framing likely a more economical solution than floor panels in areas of future expansion.

■ SERVER ROOM

- a. Inline cooling system is desired for the server room
 - i. Figure out if this is provided by contractor or owner as well as the UPS system
 - ii. Liebert is preferred brand for this mechanical system.
- b. Contractor furnished technology and specifications
 - i. Contractor to pull all data cabling. Contractor to terminate in the room and at the rack.
 - ii. Jack type - CommScope 550Hz CAT 6, 48 port, jack style. A spare patch panel should also be provided, unless there are 10 open ports.
 - iii. Jason Ratliff will provide us the necessary specs for the equipment he would like.
 - iv. Jason will send info on patch panels



- c. 3 4-post server racks would be desired, with the rest of the spots being used by 2-post racks. (current IT at 911 includes (1) 4 post and (7) 2 post racks.
 - i. The 4-post racks need to be accessible from all sides, but the 2-post server racks can be placed next to each other.
 - ii. 4 post rack – 19" (42U).
- d. Owner furnished technology and specifications
 - i. Owner to provide switches.
 - ii. Owner to provide security cameras. (provide through Critical Edge?)
 - iii. Owner will handle the panel connections.

■ CABLING/CABLE PATHING

- a. We will provide a data cabling map and labels
- b. Each jack to have (2) RED and (1) BLUE CAT 6 in each box.
- c. There should be 2 WiFi access points, one located in the north corridor and one in the south corridor. These will be YELLOW cables bc this is an outside network. Provide 5'-0" of slack at this location.
- d. Security cameras will utilize GRAY CAT6 cables. Provide 5'-0" of slack at this location.
- e. Displays on wall should have outlets at similar heights to the monitors so that they can be concealed by them. They require coaxial cables and RED CAT6 cables.
 - i. Conference room displays need ethernet in addition
 - 1. One will be for RTIC and one will be for 911
 - 2. There also needs to be a phone in this room with a BLUE CAT6 cable.
 - 3. Needs the ability to hook up laptops, plug in USB, etc.

■ LAYOUT CHANGES

- a. It was requested that a door near the south end of the RTIC room be removed so they can set up drone pilot stations there without worrying about cross-traffic.
 - i. After some discussion, we also earmarked the possibility of moving the door to one side of the room and making it code-locked so only RTIC staff could use it. This would keep this room from being so long and narrow.
- b. The I.T. office is not in an ideal location. It was suggested to put the I.T. room on the end of that line of rooms, where the break room is now, and everything else shifts south.
 - i. There will be a full-time I.T. Director occupying this room
 - ii. Needs to include a work table/bench for hardware maintenance.
- c. Displays are desired on each end of the conference room, along with keyboard and mouse and requisite millwork.
 - i. The conference room also needs to be able to control sound from traveling between 911 and RTIC so that sensitive information isn't overheard by the wrong people.
 - ii. Displays will be owner furnished.
- d. RTIC needs 2-3 radios to communicate with on-duty officers, and the supervisor's office needs its own as well.
 - i. Travis Williams in the contact for these radio systems
 - ii. Need for signal boosters?
- e. Add space for 2 copiers in 911 dispatch area.
- f. Need to coordinate furniture systems with hook ups in RTIC.
 - i. Some furniture will be new, some reused. Needs to be coordinated.



■ ACTION ITEMS

- a. There will be a future meeting where I.T. will meet with architect/engineers to discuss specific locations of necessary items.
- b. City I.T. will send spec info on specific systems they would like to be used.
- c. City I.T. will provide a server room layout diagram for locations and configurations of IT racks.
- d. Jason R. will provide information on patch panels.
- e. Ronnie to provide detailed equipment specs and furniture needs.
- f. City will review and note required camera locations
- g. In future meetings, discuss conduit needs and conductivity to existing facilities.



Date: September 27, 2023

Project: Spatial Study (911 and Real Time Crime Center):
City of Jonesboro
Jonesboro, Arkansas

#2322

MEETING MINUTES – E911 Emergency

Ronnie Sturch – 911 Emergency Director

Mellenee Bennett - 911 Training

Craig Light – (Chief Engineer) City of Jonesboro

Kyle Cook – Brackett-Krennerich

■ GENERAL DISCUSSION ITEMS

911 and Emergency

1. Administrative Offices:
 - (1) Directors Office
 - (1) Deputy Directors Office
 - (5) Supervisor Staff Offices

2. Training Room:
 - Used once a month for large gatherings and daily for small training sessions.
 - Regional training would take place in this space.
 - City training for 5 days.

3. Breakroom/Restrooms:
 - Locate Between 911 and Real Time Crime

4. Dispatch:
 - Need separation between dispatch and real time crime center with administrative space and shared space between.
 - Facilities need to be constructed as a safe shelter.
 - Work occurs in three shifts.
 - Currently have 7 positions (3 shifts) – approved for (22) currently; Need 14 minimum in 20 years. Running (4) per shift right now; Ideally would have 6 to 7.
 - Only the dispatch areas needs to be hardened.
 - Need a gated type parking for dispatch b/w folks come and go at all hours.
 - Secured doors for ACIC.
 - Raised access floor in this area and IT room.
 - Liebert (in line cooling) system need for IT room.
 - Generator required. Current It space is approx.. 12' x 22'.



5. Quiet Room:
 - o Space to relax for 20 minute breaks. 10'x12' room.
 - o Recliner/relax. Elliptical or exercise.

Real Time Crime Center (Notes from Craig and Lynn Waterworth)

6. Administrative:
 - o Small Conference Room – (12 persons)
 - o (2) Offices looking into RTC.
7. Breakroom/Restrooms:
 - o Share with 911 Emergency
8. Real Time Crime Center:
 - o (6) Analysts similar in size to 911 workstation areas.
 - o Independent server room needed.
 - o Small video conf. room for detectives to review video.
9. Additional Items:
 - o Good facility examples – Springfield, Paragould, Critt. County, and Memphis.
 - o Review IT and technology needs with Jason Ratliff.
 - o 2 Sets of Men's and Women's Restrooms needed w/ shower.
 - o APCO – National Organization for Dispatchers. They determine # of staff needed for call volume. JB has third largest call volume in the state.
 - o Review formulas for growth.
 - o SF and cost estimate needed for possible bond.
 - o Mr. Sturch provided a layout of the existing workstations for 911 for reference.



Date: August 28, 2025

Project: Proposed 911 & Real Time Crime Center:
Jonesboro Police Department/City of Jonesboro
Jonesboro, Arkansas

#2509

MEETING MINUTES – LAYOUT & SITE

Refer to attached sign in sheet

The intent of this meeting is to review the most current architectural plan and site options

■ FLOOR PLAN LAYOUT

1. BKA suggested hardening the entire building bc most of the space is dedicated to 911 and this has to be hardened anyway. This would be most economical.
2. Refer to attached floor plan for additional notes.
3. **911 Space**
 - Ceiling in area of workstations would be at least 12'-8" up to 14'-0" based on budget. BKA will work to get this ceiling height as high as possible to allow monitors to be most visible high on the wall.
 - All stations in this area and future stations will be at the same floor level. There will not be any stations elevated higher.
 - Rooms located to the side of this room need to be "expendable" or relocated in the future to allow for expansion of this area.
 - The area of the workstations will be above an accessible floor that has a 1'-0" +/- cavity.
 - These stations will be walled off and secured from other areas of the facility. Doors to this area will have access control. However, there will not be any walls between the workstation areas. Sound does need to be addressed from station to station for dispatchers but this most likely could occur with acoustical panels localized at each station.
 - The doors at the "adjoining" conference room need to be offset to eliminate/reduce easy access between RTTC and 911 area.
75" monitors will be used on video wall.
 - 30-35 metal lockers are needed for staff. These need to be a little larger than 12"x36" and can be double stacked.
 - Stations were purchased through "Zybix"
 - The project generator should be sized for the entire building. There would be very little that could be taken off, so better to simply size everything.
 - Server room should not be reduced in size.



4. Real Time Crime (RTCC)

- This area is preferred to be enclosed from surrounding hallways.
- Would like to see linear stations lined up viewing the video wall similar to a classroom.
- This space will be split into 2 areas (70% for stations / 30% for workstations (cubical) for detectives and those officers coming in; as well as Donna.
- This space gets a lot of officer foot traffic looking to pull videos. This is a more collaborative space with folks talking to one another during process.
- 2 Work Stations + 6 -8 Video Stations needed. David does not see this space expanding larger in the future due to technology. If anything, this space will become smaller/ "leaner" over time.

■ SITE CONSIDERATIONS / LOCATIONS

1. The group discussed site related items such as grading, drainage, utilities, zoning, tower build, and pricing.

2. Caraway Road

- This is currently zoned C3 (there is not benefit to changing this zoning to C1 or C3)
- Proposed Parker property is zoned C3. Will have to seek a variance from BZA for lot coverage for the proposed.
- City pricing items – Property acquisition, entry drive improvements
- BKA pricing items – Building, Site Improvements, Drainage

3. Downtown Washington

- This is currently zoned C1 (allowing 100% coverage and no parking requirements) under current police
- Currently C2 zoning under justice building (allowing 50% lot coverage/setbacks). Will need to rezone through MAPC/City Council.
- Downtown Development Code – Craig, should not be a problem.
- City pricing items – Demo of existing buildings, demo of sitework to take down to dirt. (Shannon Kee). Price and/or confirm drainage pipe required to run north/south across the site. Current pipe brick?
- BKA pricing items – Building, Site Improvements, Drainage

■ ACTION ITEMS

- a. Ronnie/David Mc. Will send info on furniture, equipment and assist in layout discussions.
- b. City to provide any owner furnished items
- c. BKA will provide updated site plans for both sites tomorrow to Easley/Craig.
- d. Goal of team is to have site analysis including costs complete by September 12 for



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:163

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,
FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE
NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION (NAIDC) FOR
FUNDING OF ECONOMIC DEVELOPMENT SERVICES

WHEREAS, NAIDC was established under ORD-86:1557 to oversee the expenditure of public funds directed to industrial development and to promote economic development; and

WHEREAS, the City of Jonesboro appoints four members to the NAIDC of the total of seven; and

WHEREAS, the annually adopted budget for the City of Jonesboro currently includes funding for Industrial Development in the General-Outside Agencies Fund and for NEA Development in the Capital Improvements-Other/Annual Obligations Fund, for a combined total amount of \$338,500; and

WHEREAS, no increase is proposed for year 2 of this agreement with the same allocation slated for inclusion in the 2026 budget; and

WHEREAS, the terms and conditions of services provided by the NAIDC are defined in the attached agreement.

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

The Mayor and City Clerk are hereby authorized to execute said agreement.

Agreement

THIS AGREEMENT is entered into between the City of Jonesboro, Arkansas ("City") and the Northeast Arkansas Industrial Development Commission ("NEAIDC"), and shall be in effect from January 1, 2025 to December 31, 2026. This agreement may be renewed by mutual agreement and subject to approval by the Jonesboro City Council.

WHEREAS, the NEAIDC was established under City Ordinance 86:1557 and City Code Section 2-447 to 2-458 to oversee the expenditure of public funds directed to industrial development and to promote economic development; and,

WHEREAS, A.C.A Section 14-176-103 authorizes cities to contract and provide funding for economic development services; and,

WHEREAS, the City appoints four members to the NEAIDC of the total of seven; and,

WHEREAS, economic development provides a valuable public purpose to the City of Jonesboro including the creation and retention of jobs, expansion of the tax base, and improvements to real property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. The NEAIDC and its partners will promote economic development through the following activities:
 - a. Attraction of new business and industry;
 - b. Retention and expansion of existing businesses;
 - c. Workforce development initiatives, including coordination with the educational institutions within the community to promote education and training needed for local employers;
 - d. Production of marketing materials and promotional campaigns;
 - e. Building relationships with site selection consultants, business executives, and targeted business association organizations;
 - f. Building relationships with the Arkansas Economic Development Commission and other state and federal agencies involved in economic development and related activities;
 - g. Facilitate infrastructure and industrial land planning and development;
 - h. Management of industrial properties owned by partner entities;
 - i. Promotion of Jonesboro's targeted industries; and,
 - j. Other services and programs associated with economic development activities.

2. The NAIDC will provide a written report each quarter (prior to the last day of April, July, October, and January) to the City indicating progress of its activities as outlined above and report on the economy of Jonesboro. The NAIDC will also provide an oral report to the City Council upon request.

3. The first quarter written report will include an annual review of the previous year.
4. The City agrees to provide yearly funding of \$338,500 to NAIDC in one installment after receipt of the annual review **and** presentation of an annual update to the Jonesboro City Council. The annual budget for the City of Jonesboro shall outline the allocation of funding for economic services as indicated in Section 1 and for capital improvements related to industrial property acquisition.

IN WITNESS WHEREOF, the parties have hereunto set their hands on _____, 2025.

CITY OF JONESBORO, ARKANSAS

BY: _____
Harold Copenhaver, Mayor

ATTEST: _____
April Leggett, City Clerk

NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION

BY: _____
Al M. Heringer III, Chairman

NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION

First Quarter 2025

We appreciate the continued support from the City of Jonesboro and Craighead County. The first quarter of 2025 has brought meaningful progress across all areas of economic development, thanks to strong collaboration and shared goals. This report highlights just a few of the positive developments we've seen so far, with many more to come this year. This is a great time for our region, and we're excited to keep the momentum going together.

Sincerely,

Al M. Heringer III, Chairman

INFRASTRUCTURE

Welcoming Arkansas' Newest Highway Commissioner

Governor Sarah Huckabee Sanders appointed Jerry L. Halsey, Jr., to the Arkansas Highway Commission in January. Jerry is the founder, CEO and President of Halsey Thrasher Harpole Real Estate Group in Jonesboro. He has been a long-standing leader in Jonesboro, Craighead County, and the state, and we are



excited that he has started a 10-year term on the Commission. As quoted in the Arkansas Highways Magazine (Issue 2 – 2025), Jerry stated, “You know, I am a firm believer that good roads bring good industry.” We couldn't agree more!

Infrastructure Development in the Craighead Technology Park

Jonesboro Unlimited was awarded a \$2 million grant from the Arkansas Site Development program to be used for infrastructure development in the Craighead Technology Park. In partnership with the County and City Water & Light, the water line infrastructure will be extended to serve Craighead Technology Park South. A groundbreaking was held May 28, 2025.

WORKFORCE DEVELOPMENT & TALENT ATTRACTION



Industry & Education Align for Regional Growth

In January, Arkansas State University's Neil Griffin College of Business and the Delta Center for Economic Development co-hosted the inaugural Catalyst: NEA Economic Development and Leadership Forum. The event brought together over 600 leaders from across the state to discuss workforce development and regional growth, with panels featuring experts in steel, healthcare, education, mental health, and leadership. Catalyst emphasized the importance and power of collaboration between business and education.

Elevating Jonesboro's Talent Strategy



Jonesboro Unlimited's talent attraction campaign continues to put a spotlight on Jonesboro, both in-state and throughout the country. During the first quarter, the first phase of a LinkedIn Campaign was initiated to promote Jonesboro to Arkansas State University alumni in selected counties.

In addition, Always Jonesboro's Talent Ambassadors are connecting with newcomers and promoting Jonesboro's cool factor! Throughout the year, Ambassadors are planning meet and greet events to welcome our newcomers and share their interests to get them plugged into our great city. More to come! Check out the Ambassadors on the AlwaysJonesboro.com website and @alwaysjonesboro on Instagram and Facebook.



Developing Financial Sector Leaders

Hosted by the A-State Delta Center for Economic Leadership, the Leadership in Banking Series is a professional

development program designed for regional banking professionals. Six in-depth sessions cover contemporary banking issues and essential leadership skills. Throughout the series, participants expand their professional network, develop leadership and management skills, and enhance their understanding of the banking industry. Developing this program is part of Jonesboro Unlimited's goal to strengthen our financial sector by fostering leadership and innovation. To the left are the banking leaders from the 2024-2025 class, which held their final session in February. Fifteen area banks participated this year!



Investing in Tech Talent

The Workforce Development Committee of the Jonesboro Regional Chamber of Commerce awarded three \$1,000 scholarships to ASU-Newport students Ashley Hathcock, Ian Holland, and Dawn Phillips in February. The committee's annual scholarship supports students at ASUN Jonesboro as they train in high-demand industries such as welding and advanced manufacturing.





Building the Next Generation of Entrepreneurs

The annual Thrown to the Wolves competition, hosted by the A-State Delta Center for Economic Development, plays a vital role in talent development by engaging high school students in entrepreneurship and real-world business skills. To participate, competing High School teams submit business plans for an idea or product ahead of the event and then pitch their idea live in front of judges during the competition. Through both components of the competition, students gain experience in communication, critical thinking, and teamwork. Thrown to the Wolves strengthens our region's talent pipeline and builds connections between schools, higher education, and the business community. This year six regional high schools participated – The Academies at Jonesboro, Midland, East Poinsett County, Paragould, Cross County, and Walnut Ridge. First Place went to Walnut Ridge, second to Cross County, and third place to Paragould High School.



Launching Careers through Industry Connections

The 2025 Be Pro Be Proud Draft Day event, held in February at Nettleton High School. Over 2,000 students from 33 regional high schools participated. There were 23 companies present, offering students an opportunity to explore careers, have real-life interviews with hiring companies, and to connect with potential employers after graduation. Hytrol Conveyor Company was a premier sponsor for the event, with support from Frito-Lay. This was the fourth annual Draft Day held in Jonesboro.



BUSINESS ATTRACTION & DEVELOPMENT

The international team for the Arkansas Economic Development Commission recently visited Jonesboro to get a closer look at our city, county and the region. Joined by regional leaders, the delegation included the Director of the Asia office, Neal Jansen; Director of the Europe office, Cam Napier, International Business Development Manager; and Dunnis Hwang, Director of the Korea office. While here, the group got a good overview of our region.

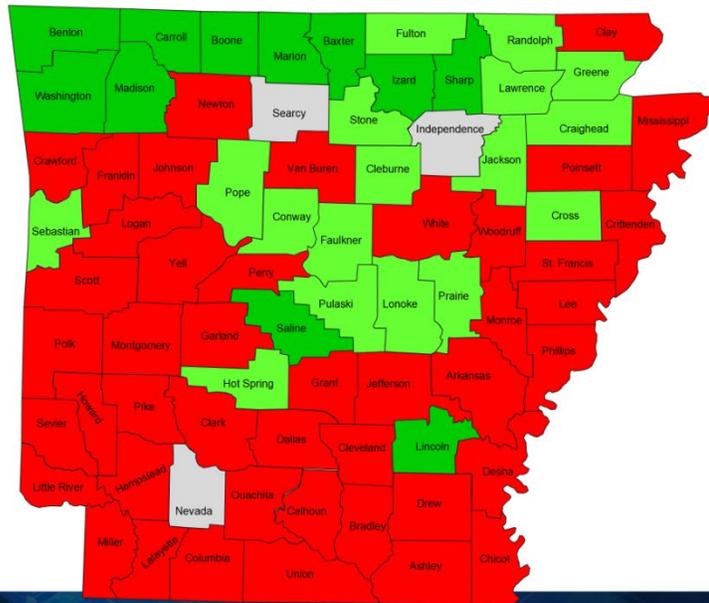
A-State College of Veterinary Medicine Breaks Ground



In March, Arkansas State University officially broke ground on the state's first public College of Veterinary Medicine. Dr. Heidi Banse has been named Dean, and pending accreditation, the school will open in the fall of 2026. The \$33.2 million project will bring a new 56,000 square foot facility to A-State's campus. It will feature cutting-edge labs, surgical training spaces, and 24/7 clinical skills spaces. We're excited to see this new chapter unfold for the University and our region!

**PROJECTED CHANGE IN
LABOR FORCE AGE
POPULATION
Ages 25 – 64
2023 - 2033**
Arkansas state average
4.3%

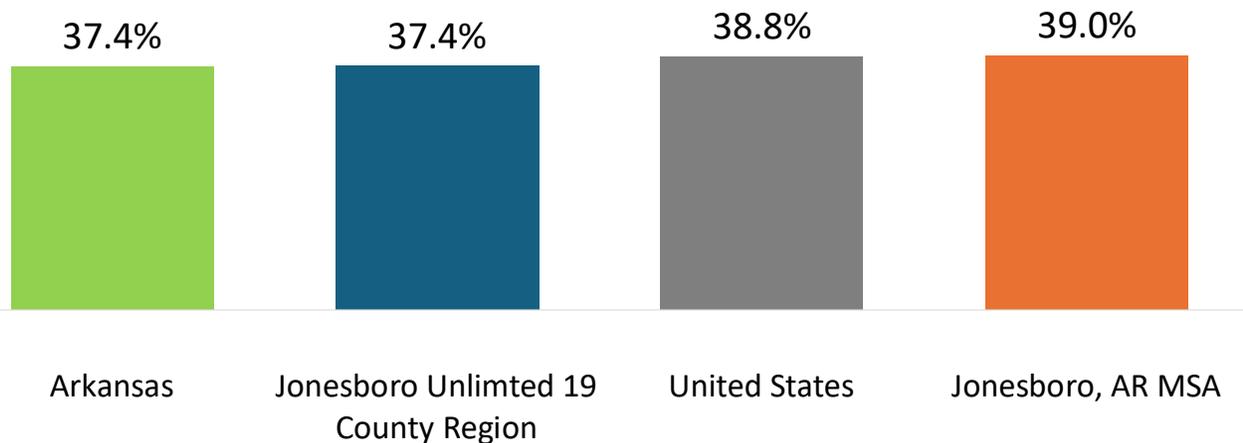
- Growth above 6%
- Growth below 6%
- Losing population
- Less than 1% change



Source: Lightcast 2024.3



Prime Working Age (25-54) as Percentage of Total Population 2023



Source: EL Calculations based on Lightcast 2024.3



NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION

Second Quarter 2025

Thank you to the City of Jonesboro and Craighead County for your ongoing support. The second quarter of 2025 has provided new opportunities, business expansions, and community investments to keep our region moving forward. This report shares some of the highlights driving growth in our region.

Sincerely,

Al M. Heringer III, Chairman

INFRASTRUCTURE & QUALITY OF LIFE



Craighead Technology Park South

Water capacity, sewer lines, substations, and gas lines may not cross our minds every day, but they are crucial to creating “shovel-ready” sites in our industrial parks. On May 28, 2025, the Jonesboro Economic Development Corporation broke ground on a major water line extension to Craighead Technology Park South. This project is supported in part by a \$2 million grant from the Arkansas Site Development Program

The Jonesboro Mobile Sign is Ready for your Event!

The Jonesboro Mobile Sign is designed to promote Jonesboro throughout the city. It was designed by the City of Jonesboro’s Connectivity Committee and sponsored by Jonesboro Unlimited. The sign was recently used at The Skirmish, Jonesboro’s first competitive gravel-cycling event. It’s great for photo opportunities and to promote Jonesboro!



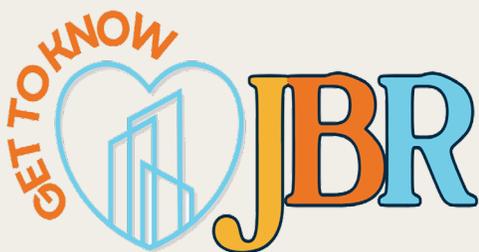
WORKFORCE DEVELOPMENT & TALENT ATTRACTION

Putting Jonesboro on the Map

Workforce development and talent attraction go hand-in-hand. In the second quarter, our economic development partners executed several programs that highlighted Jonesboro, revealed the opportunity for successful careers, and showed newcomers they are always welcome here.

Natives & Newbies Slow Roll

Held at Native Brew Works, Always Jonesboro recently welcomed newcomers to our city, providing a casual setting for recent arrivals to connect and network with locals and Jonesboro Unlimited's Talent Ambassadors. Many participated in a Slow Roll through the city, helping give a sense of community and belonging to our new friends!



Intern Edition 2025



Each summer, Jonesboro companies welcome interns from across the country to work for the summer. As part of Jonesboro Unlimited's Workforce Development and Talent Attraction strategy, a "Get to Know Jonesboro" day is planned for interns each summer. This summer, a great group of interns came together for a day to connect with peers and to experience what makes Jonesboro unique. The day offered food, fun, and volunteerism to illustrate why Jonesboro is a great place to launch a career and why they might choose to return after graduation!



SPONSORS:



This year's TekStarz Summer Manufacturing Camp introduced 20, 7th and 8th grade students from Nettleton, Brookland, Westside, Marion, and local homeschool programs to the world of manufacturing and technology. This camp is designed to open students' eyes to the career opportunities that are available to them, and they spend the week actively engaged with hands-on activities and on-site tours at host facilities. The camp ended with a Parents' Reception held at Hytrol Conveyor Company.



Arkansas Scholars and Student Recognition

The Jonesboro Regional Chamber of Commerce honors achievement at every level through the Arkansas Scholars and Student Recognition programs. The Arkansas Scholars program honors high school students who excel in academics, attendance, and citizenship. The Student Recognition Program celebrates elementary students who have overcome challenges throughout the school year. They are celebrated at the school year's end with a medal, certificate, and a backpack full of goodies.

BUSINESS ATTRACTION & DEVELOPMENT

**Hytrol is celebrating 75 years
in Jonesboro this year!**



Each July 1st, Hytrol Conveyor Company marks **Loberg Day**—the birthday of founder Tom Loberg. It’s a time to honor his legacy, reflect on the company’s past, celebrate the present, and look ahead to the future.

During the week of Loberg Day, Hytrol leadership shared tokens of appreciation with community leaders and businesses, hosted tours for employees’ families and retirees, and worked alongside team members on the plant floor. The week also featured the presentation of the **Loberg Award**, given annually to an employee who exemplifies Mr. Loberg’s values.

We are proud to have Hytrol in Jonesboro and Craighead County. On Loberg Day, and every day, Hytrol continues to set the standard for a first-class operation and is a true cornerstone of our community.



A-State Economic Impact Report

We all know that A-State is an invaluable asset to Jonesboro, Craighead County, and the state of Arkansas. A newly released Economic Impact Report shows just how significant that impact is. In FY23, A-State generated \$2.5 billion in economic impact. Of that, \$479.7 million was generated by operations, students, and visitors while \$2.0 billion was generated by A-State alumni. The University also supported and sustained 16,332 jobs in FY23. The numbers make it clear, A-State is a great driver of growth, jobs, and opportunity!

On the Ground in Economic Development

Jonesboro Unlimited hosted a **Plant Managers' Roundtable** this quarter, giving our plant managers the opportunity to network and talk about items of interest in manufacturing.

The Arkansas Economic Development Commission hosted a trip to meet with economic development consultants this quarter. Jonesboro Unlimited's VP of Economic Development participated, talking to and building relationships with consultants in Greenville, South Carolina.

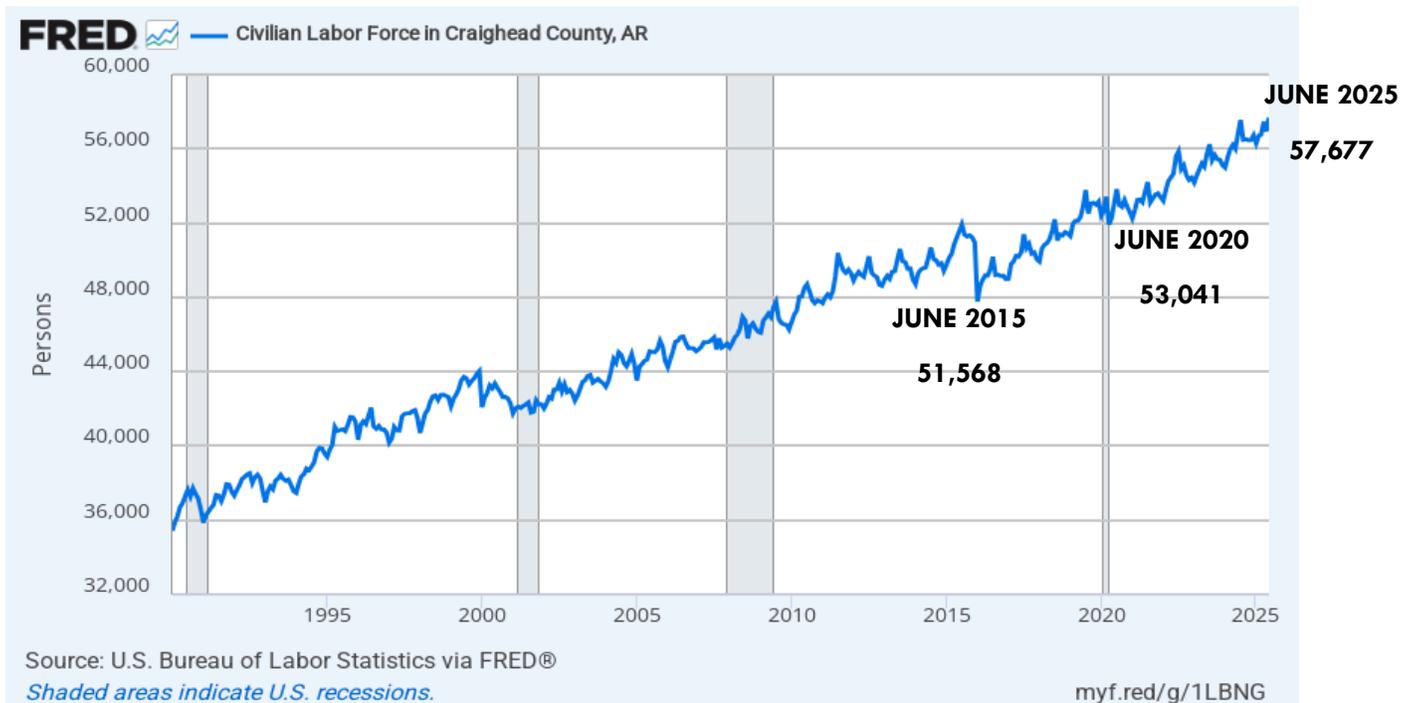
Childcare affordability and reliability are a nationally recognized growing concern for the workforce. Shelle Randall, Jonesboro Unlimited's Director of Workforce Development, recently participated in the U.S. Chamber of

Commerce's Business Leads Fellowship Master Class on Community Child Care in May. One of only 33 selected nationwide to participate, Ms. Randall participated in conversations designed to equip leaders with research, resources, and best practices to launch community-based childcare solutions.

Jonesboro's Existing Industries Association hosted its annual golf outing in May, bringing together 52 manufacturing representatives for a day of networking and friendly competition on the course.

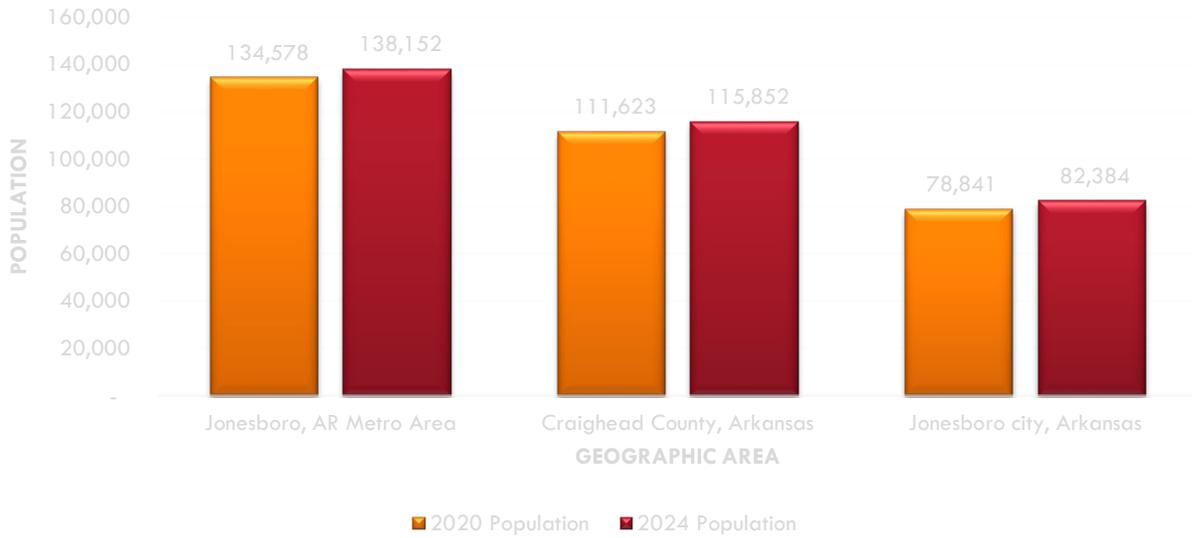
BY THE NUMBERS

Civilian Labor Force Growth in Craighead County



Craighead County's civilian labor force has grown steadily, increasing from 51,568 in June 2015 to 53,041 in June 2020 by percentage a gain of 12%. This reflects our consistent and steady growth, along with Craighead County's ongoing ec

Population Growth 2020–2024 (U.S. Census Bureau Estimates)



Annual Estimates of the Resident Population April 1, 2020 to July 1, 2024); Source: U.S. Census Bureau, Population Division

Jonesboro and the surrounding region continue to grow steadily. According to the U.S. Census Bureau’s 2024 population estimates, **Jonesboro city has grown 4.5% since 2020**, reaching a count of 82,384 residents. Craighead County increased nearly 3.8% over the same period, while the Jonesboro MSA grew 2.7%. Arkansas overall grew 2.4% to 3,088,354 and the United States 2.6% to 340,110,988 during the same time period.

NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION

3rd Quarter 2024

Thank you for the continued support and engagement from both the City and County. Economic development in Jonesboro and Craighead County remains diverse and dynamic. The information below highlights activity from this quarter, showcasing the momentum our partners are building upon the strong foundation set by the City and County. It is an exciting time to be in our region!

Sincerely,

Al M. Heringer III, Chairman

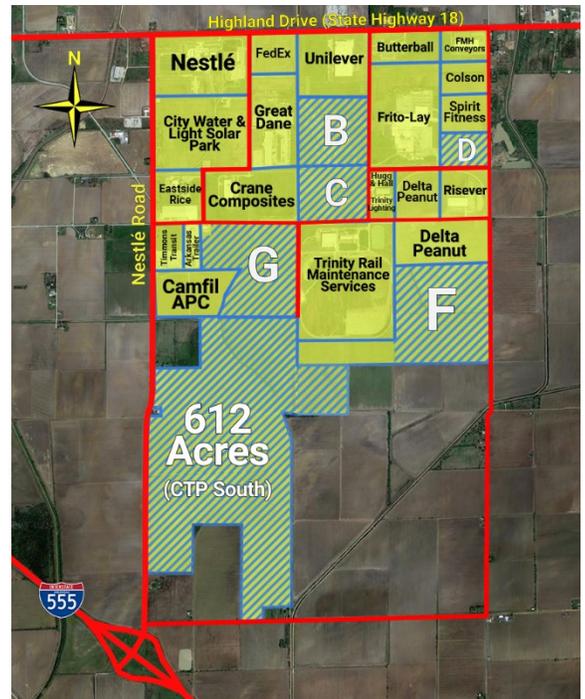
INFRASTRUCTURE

CRAIGHEAD TECHNOLOGY PARK SOUTH

The Jonesboro Economic Development Corporation (JEDC) and Jonesboro City Water & Light (CWL) continue to develop the infrastructure to Craighead Technology Park South (CTP South). Purchased in 2021, the 612-acre addition to the Craighead Technology Park, ensures room for growth as we continue to recruit companies and create well-paying jobs for our region.

Much planning has gone into developing a strategy for the infrastructure improvements needed on this property – Water, Wastewater, Electric, Natural Gas, Rail, Fiber, Roadways – they are all necessary to transform farmland into a first-class industrial park.

Over this quarter, drainage improvements have been made to enhance surface water flow. Thanks to the efforts of Congressman Rick Crawford, a \$500,000 federal grant has been secured for this purpose. Additionally, a grant application for \$2 million has been submitted to the Arkansas Economic Development Commission's Site Development Program, with awards to be announced in the fourth quarter. If granted, these funds will support the park's water line installation.





Talent Ambassadors for the Quarter



JUMP START PARTNERSHIP

Jonesboro Unlimited was awarded a \$700,000 grant to support small business development and expansion by the U.S. Department of Commerce’s Economic Development Administration (EDA). This grant will support the Jump Start Partnership, a program that will help local

entrepreneurs and small business owners find the assistance they need to get started and grow. This initiative will provide a single resource to connect entrepreneurs with service providers across Northeast Arkansas. It will also increase awareness and expand services by providing more program opportunities, events, and advocacy at local, regional, and state levels. Jonesboro Unlimited is partnering with the Delta Center for Economic Development and the Small Business Development & Technology Center on this program. It is anticipated that this initiative will start in the first half of 2025, as funding becomes available.

HIRED GRANT



Arkansas State University has applied for a Higher Industry Readiness through Economic Development (HIRED) grant from the State of Arkansas. This grant will fund the construction of a state-of-the-art Center for Excellence that will house an innovative steel research center and serve as a hub for advanced training in the food technology and high speed automation industries. Additionally, it will support training programs in these sectors, building our talent pool and driving innovation in the region.

GET TO KNOW JONESBORO – INTERN EDITION



Each summer, many Jonesboro companies welcome interns from across the country. As part of Jonesboro Unlimited’s Workforce Development and Talent Attraction strategy, a “Get to Know Jonesboro” day is planned for them. The day out offers the interns a chance to connect with their peers and explore all that Jonesboro has to offer. The day-long experience showcases why Jonesboro is a great place to launch a career and encourages interns to return

to Jonesboro after graduation. It’s a fun day, full of activities and networking opportunities!



BUSINESS ATTRACTION & DEVELOPMENT



**ECONOMIC
LEADERSHIP**

Ted Abernathy, President & CEO of Economic Leadership, is conducting a labor analysis for Jonesboro. He will provide an outline of our current labor availability, skills, and regional draw. Additionally, he will give recommendations on how to grow our workforce pipeline. His report and recommendations will help our economic development partners fine-tune our business retention and recruiting efforts.

This quarter, Jonesboro Unlimited hosted a Human Resource Managers Roundtable Discussion, bringing HR professionals together from our existing manufacturing companies. The discussions foster a valuable platform for connecting, sharing insights, and addressing key topics that are relevant to them, such as workforce training, hiring challenges, and talent acquisition. These roundtables strengthen the network of support for our existing industries and are a component of Jonesboro Unlimited’s workforce development strategy.

MARKETING & BRANDING

ALWAYS JONESBORO

See why Jonesboro IS the perfect place to live, work, and play! Stay up-to-date with all of the great things happening in our city by following @AlwaysJonesboro on Instagram and Facebook. Talent attraction is a core component in expanding our workforce and filling positions in all professions. From “The Pack is Back at Huntington Square” to the A-State Community Fair, Always Jonesboro is showcasing our city with a worldwide reach.

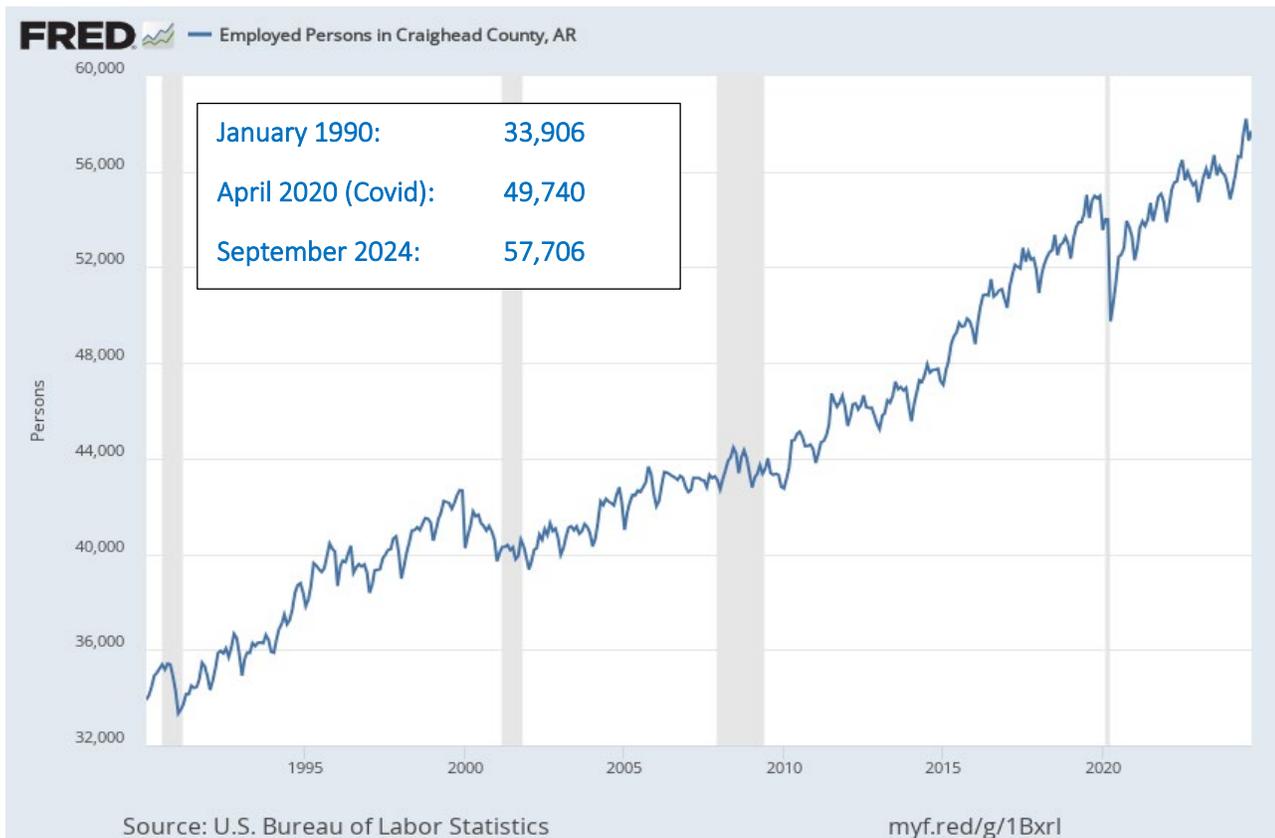
BY THE NUMBERS

Economic activity has been good over the past quarter. There were three inquiries, four prospect visits, five business retention and expansion projects, and five market research requests.

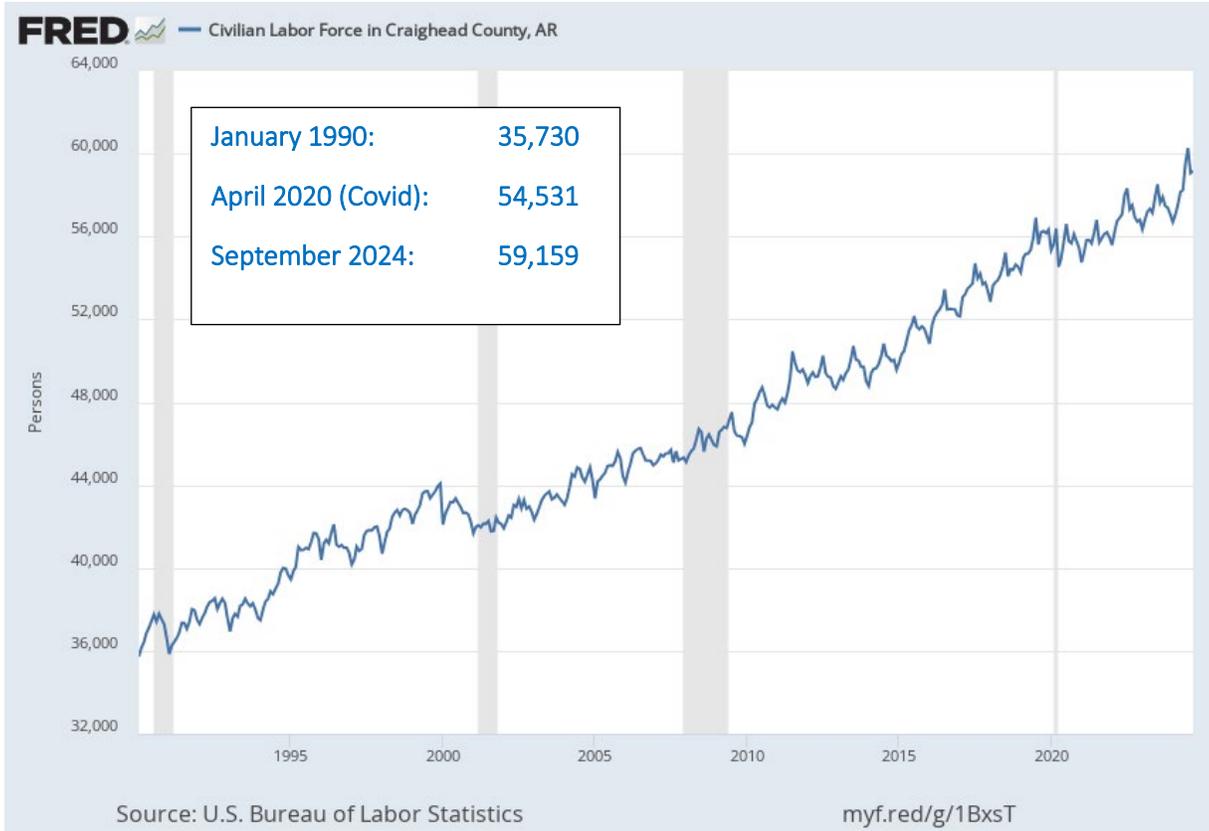
The graphics below highlight the consistent economic and population growth in Craighead County over three decades (1990-2024), even with setbacks like the COVID-19 pandemic. In January 1990, **employment growth** in Craighead County was at 33,906. During the pandemic, the number of employed people dropped from 54,981 in December 2019, to 49,740 in April 2020, a 9.5% drop. As of September of this year, the number employed had increased to 57,706, a 16.6% increase from 2019.

In January 1990, **Civilian labor force growth** was 35,730. By December 2019, our labor force had grown to 56,332, a 57.7% increase. During the pandemic, Craighead County fared much better than the rest of the nation, with only a small dip of 3.2% in our labor force as of April 2020. Since that time, the labor force has exceeded previous numbers and grown to 59,159 as of September 2024.

EMPLOYED PERSONS IN CRAIGHEAD COUNTY



CIVILIAN LABOR FORCE IN CRAIGHEAD COUNTY



Source: U.S. Bureau of Labor Statistics; Federal Reserve Economic Data; November 20, 2024

NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION

Annual Report 2024

We appreciate the support from our partnership with the City and County. Over the past year, Jonesboro and Craighead County have made great progress in every area of economic development. This report highlights some of the achievements of our partners as we continue to build on our strong foundation. It's an exciting time for our region and we look forward to keeping our momentum going in 2025!

Sincerely,

Al M. Heringer III, Chairman

INFRASTRUCTURE

GRANT ALLOCATIONS

2024 was an exceptional year for funding infrastructure development. The Jonesboro Municipal Airport received a \$5 million grant from the Economic Development Administration to build a new terminal building at the airport. It is expected the new facility will be complete by the last quarter of 2026.

Jonesboro Unlimited received a \$2 million grant from the Arkansas Site Development program. Funds will be used for infrastructure development in Craighead Technology Park South. In addition, a \$500,000 federal grant, secured by Congressman Rick Crawford.

HIGHWAY MILESTONES



The I-57 Corridor project is a highway improvement that will bring strong economic growth to the Jonesboro region. Several years of work were culminated in 2024 with the federal I-57 designation for U.S. 67 from North Little

Rock to Walnut Ridge. Only 18 miles remain to bridge the connection from Walnut Ridge to the Missouri state line. The next phase of the I-57 Corridor by ARDOT is the construction of a 4.1 mile bypass at Corning, a \$55 million project. When I-57 is complete, the interstate will serve as a direct connection between Little Rock and Chicago.

The Arkansas Highway Commission met in Jonesboro in 2024. Chair of the Commission, Alec Farmer, completed his 10-year term on the Commission. Craighead County Judge Marvin Day declared September 13, 2024, as "Alec

Farmer Day," to honor the Commissioner for over 25 years of commitment to public service and community betterment. During his tenure on the Highway Commission, Alec was instrumental in the designation of U.S. 63 as I-555; the four-laning of U.S. Highway 67, providing four lane access to Little Rock; and to Arkansas State Highway 18 expansion and improvements. These improvements were monumental in connecting our region and providing improved access, improving our economic development efforts.



TALENT DEVELOPMENT & ATTRACTION

ALWAYS JONESBORO

Talent attraction is a pivotal component of economic development strategies. It influences everything from innovation and competitiveness to overall quality of place. Many communities are developing strategies to attract new residents and it has become very competitive. Jonesboro and Craighead County are no exception, and in 2024, “Always Jonesboro” was launched by Jonesboro Unlimited. Bethania Baray-Harrison joined the Jonesboro Unlimited team as Director of Talent Attraction, and she hit the ground running, developing a campaign strategy to bring talent and families to Jonesboro. During 2024, several new initiatives were implemented.



AlwaysJonesboro.com website – Looking for a place to direct potential recruits and newcomers to? Check out the Always Jonesboro website for information on living, working, playing, and knowing in our area!

Social Media Campaign – Always Jonesboro showcases our city’s best features and on social media and has a growing base of followers on Instagram (@AlwaysJonesboro) and Facebook (Always Jonesboro).

Talent Ambassadors – In 2024, a team of Ambassadors were selected to tell the world why they choose Jonesboro as their home. They are also available to help newcomers network and make contacts with people who share their interests.

Recruiting Tool Box for HR Managers – Bethania met with area HR Managers and shared the recruiting tools available to them through Always Jonesboro – a cost of living calculator, Ambassador the Always Jonesboro website.

Enlarging the Geographic area of Influence – Ads highlighting the city and Always Jonesboro were shown on Hulu.

INTERNSHIPS

Internships provide a great way for students to gain experience and for employers to recruit new talent. The MyJonesboroJobs.com website grew last year, with the addition of an **Internship** tab.

(<https://internships.myjonesborojobs.com/jobs>) This provides a single location where companies can post available internships and students can go to one site to view internships available to them.

Members of the Jonesboro Unlimited team met with students and College of Business and College of Engineering faculty and staff to introduce them to the internship opportunities available to them through the use of the Internship tab on the **MyJonesboroJobs website**. A marketing campaign to promote the website and the Internship component was on-going in 2024. As a result, the website had 60,060 total visitors in 2024. In addition, Stephanie Isaacs, Director of the Arkansas Office of Skills Development, came to Jonesboro to share information about the state assistance available to employers who use interns.

A **Get to Know Jonesboro – Internship edition**, was held in the summer of 2024. Interns from across the country come to Jonesboro each summer to work at some of our global companies. As part of Jonesboro Unlimited’s Workforce Development and Talent Attraction strategy, a “Get to Know Jonesboro” day is planned for them. The day out offers the interns a chance to connect with their peers and explore all that Jonesboro has to offer. The day-long experience showcases why Jonesboro is a great place to launch a career and encourages interns to return to Jonesboro after graduation. It’s a fun day, full of activities and networking opportunities!



CREST TRAINING CENTER

Arkansas State University applied for, and received, a Higher Industry Readiness through Economic Development (HIRED) grant from the State of Arkansas.

Multiple grants, totaling \$10.5 million will assist in funding the construction of a state-of-the-art CREST Center for Excellence that will house an innovative steel research center and serve as a hub for advanced training in the food technology and high speed automation industries.

Additionally, it will support training programs in these sectors, building our talent pool and driving innovation in the region.



TEKSTARZ TEACHER EXTERNSHIP PROGRAM

The **TekStarz Teacher Externship program** gave 40 teachers from 13 different school districts a hands-on look at manufacturing and the careers available in the industry. Once completing the two-day program, teachers can then go back to their students to introduce them to pathways available to them in the manufacturing environment. Many thanks go to Hytrol, Nice-Pak Products, Frito-Lay, and Nestle for their participation.

LEADERSHIP IN BANKING SERIES

The Delta Center for Economic Development developed a curriculum for the financial sector industry to explore contemporary issues and skills related to the banking industry. The course helps participants expand their knowledge and understanding of the banking profession and aids in networking and developing their skills in leadership. In 2024, 24 professionals from the financial sector participated in the series.

BUSINESS ATTRACTION & DEVELOPMENT

ABB celebrated 30 years in Jonesboro in 2024, also making their 1 billionth product at the plant. In 1994, Thomas & Betts moved into the facility and ABB purchased the facility in 2012. ABB’s footprint in Jonesboro is large, with a \$30 million



annual payroll and compensation investment for their 300 employees and an investment of \$50 million into the Jonesboro facility. ABB has at least five product lines here, including Steel City floor boxes – made for schools and auditoriums; T&B Liquidtight System fittings – used by the food and beverage and pharmaceutical industries; Russellstoll pin and sleeve power connectors and Orcal conduits – used on many critical private and public applications, and used by the U.S. Navy, NASA, and Air Force One. We’re proud to have ABB in Jonesboro!



Amazon announced in April 2024, they would locate a last mile facility on Moore Road in Jonesboro. The 58,000 square foot facility support Amazon’s distribution process. Renovations were made to the existing facility at the site.



Hytol Conveyor Company celebrated the grand opening of its new distribution center in February, 2024. Located at 4000 Moore Road in Jonesboro’s E-Commerce Park, the 150,000 square foot facility is designed to be Hytrol’s main hub for distributing products to customers. The added space and centralized location of this distribution center allows Hytrol to be more organized and efficient in meeting customer’s needs. Jonesboro appreciates Hytrol’s long-standing leadership in the community and the added investment.

JUMPSTART PARTNERSHIP

In August 2024, Jonesboro Unlimited was awarded a \$700,000 grant to support small business development and expansion by the U.S. Department of Commerce’s Economic Development Administration (EDA). The JumpStart Partnership will provide comprehensive business support to local entrepreneurs and small business owners by helping them find the assistance they need to get started and grow. It will provide a single resource to connect entrepreneurs with service providers in Northeast



Arkansas. The Partnership will also increase awareness and expand services by providing more program opportunities, events, and advocacy at local, regional, and state levels. Jonesboro Unlimited will provide a \$175,000 local match for the grant and is partnering with the Delta Center for Economic Development, the Small Business Development & Technology Center, and East Arkansas Planning & Development District on this project.

QUALITY OF PLACE



WAYFINDING SIGN AT CRAIGHEAD FOREST

Jonesboro’s Craighead Forest Park has a wide regional attraction for those interested in mountain biking, walking, kayaking, playing disc golf, archery, or playing at the splash pad or playgrounds. Our economic development partners sponsored a wayfinding sign for visitor use at the park in 2024



ARKANSAS GRAVELER

The 2024 Arkansas Graveler culminated in Jonesboro on the Arkansas State University campus, after starting in Northwest Arkansas and traveling across the state. Riders experienced a 336-mile ride with stops along the way to experience Arkansas’ festivals and hospitality. When arriving in Jonesboro, riders were able to experience Jonesboro’s downtown, outdoor spaces, and attractions.



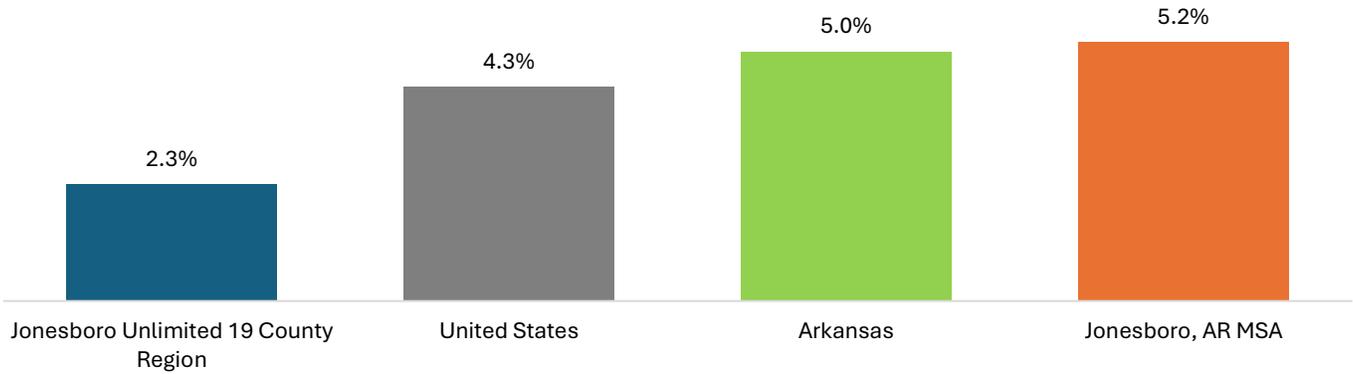
BY THE NUMBERS



Ted Abernathy, Founder and Managing Partner of Economic Leadership, completed a Labor Study for Jonesboro Unlimited in 2024. Commissioned by Jonesboro Unlimited, Mr. Abernathy was asked to develop a workforce assessment and create a strategic workforce development plan. Demographic, economic, and labor trends were identified, and recommendations were given.

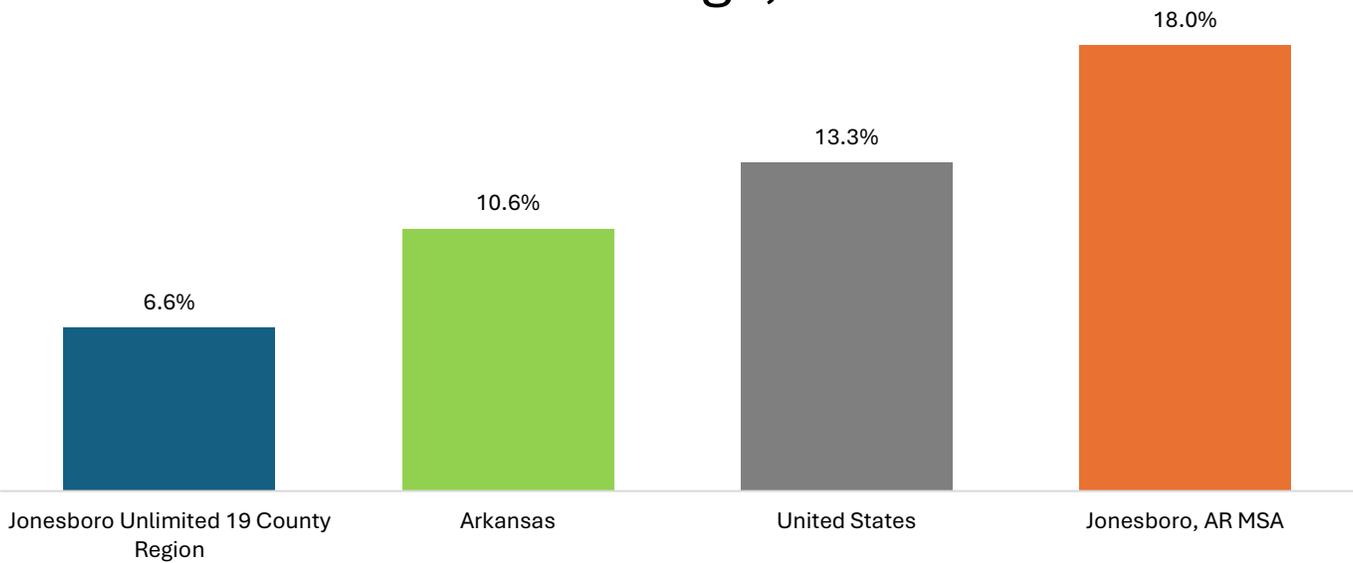
Jonesboro has a strong economic foundational base that has shown steady growth over the past five and ten years as shown below.

Five Year Job Change, 2018 - 2023



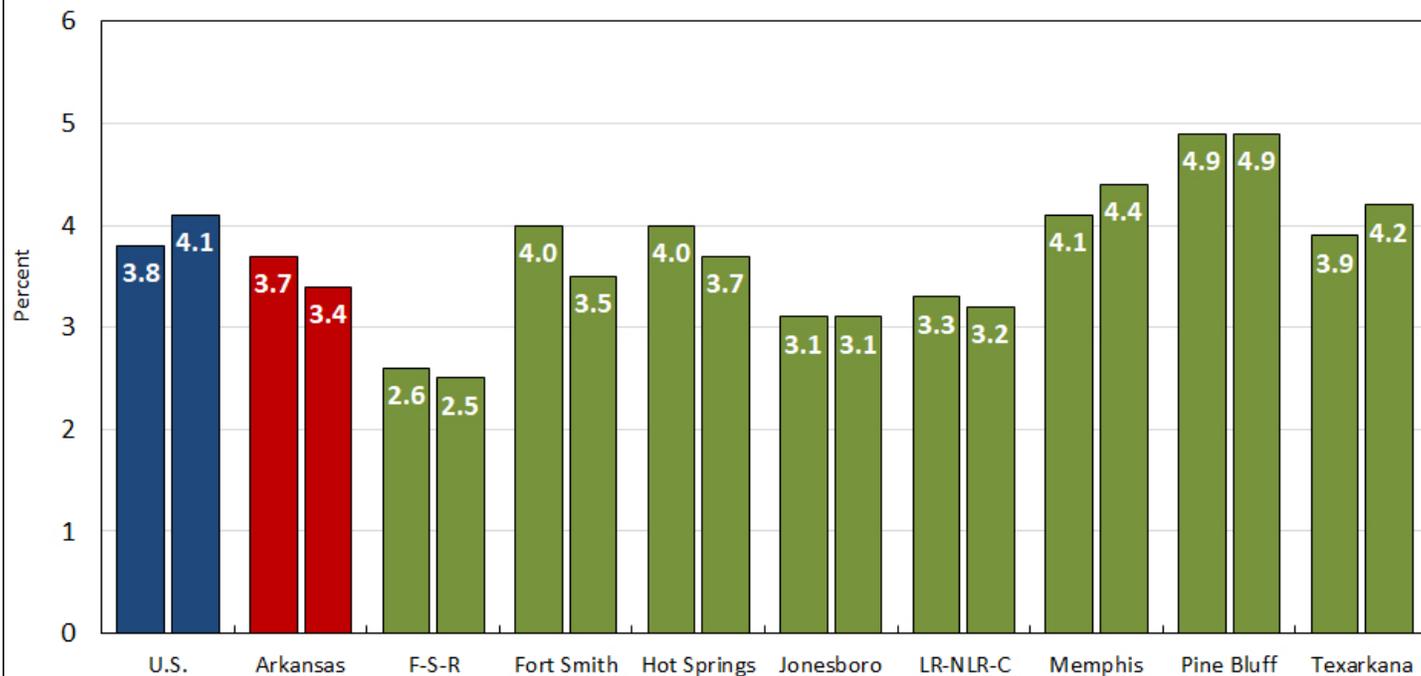
Source: EL calculations based on Lightcast 2024.3

Ten Year Job Change, 2013 - 2023



Source: EL calculations based on Lightcast 2024.3

Unemployment Rates - Dec. 2023 & Dec. 2024 (Seasonally adjusted metropolitan area estimates)



Source: <https://arkansaseconomist.com/>

Jonesboro had the highest growth rate in the state for 2024, at 2.2%.

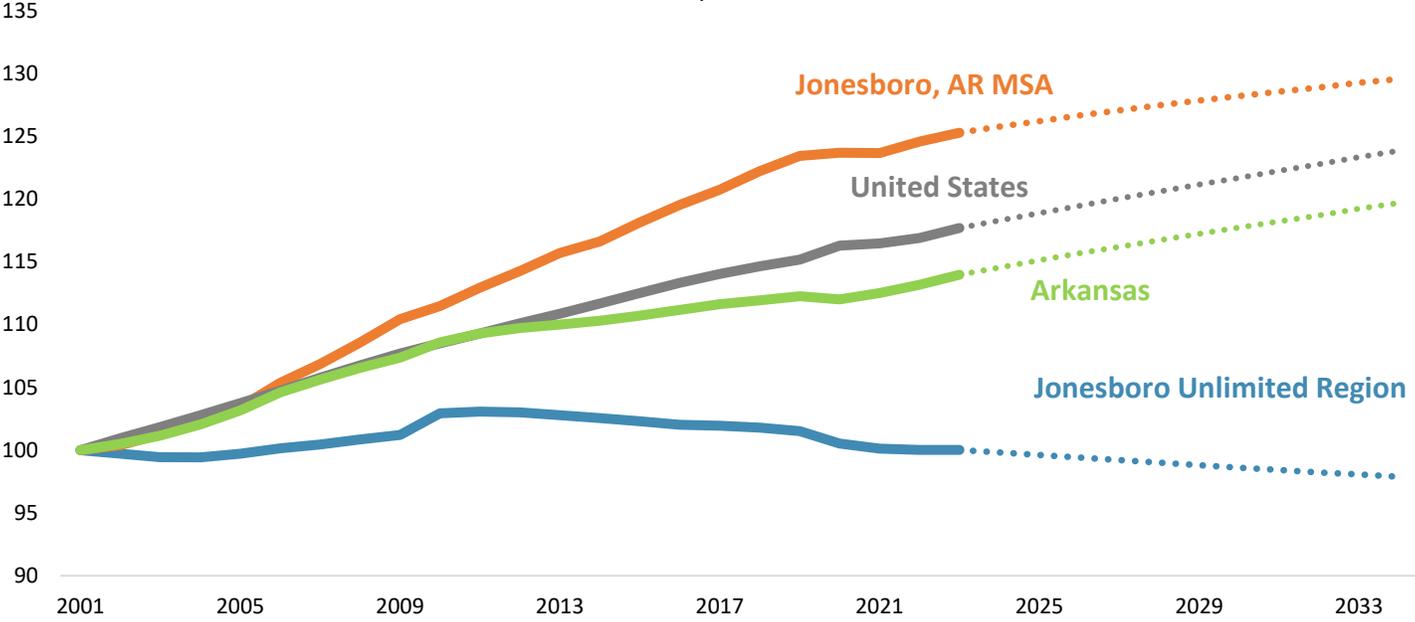
Employment Changes in Arkansas Metro Areas, December 2024

	Percentage change from:		
	Month ago	Year ago	Feb. 2020
Fayetteville-Springdale-Rogers	0.3	1.9	13.3
Fort Smith	0.1	0.3	3.4
Hot Springs	-0.2	0.0	3.8
Jonesboro	0.6	2.2	7.5
Little Rock-N. Little Rock-Conway	0.0	1.7	8.1
Memphis	0.0	-0.2	-0.7
Pine Bluff	0.0	-1.0	-3.4
Texarkana	-0.3	1.0	-0.7
<hr/>			
Arkansas	0.1	1.8	6.6
U.S.	0.2	1.4	4.7

Source: <https://arkansaseconomist.com/>

Historical and Predicted Population Trends

100 = 2001 Population Levels



Source: EL calculations based on Lightcast 2024.3

Jonesboro and Craighead County have sustained long-term, steady population growth for many years. The Jonesboro MSA’s population growth exceeds national and state levels. Most employed people in the MSA come from Craighead, Poinsett, and Greene counties. While Jonesboro’s primary labor market comes from the three counties noted, the 19-county labor shed has trailed in growth and is experiencing decline, as noted on the chart above.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

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JETS UPDATE FROM JETS DIRECTOR LEE WELLS