



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Finance & Administration Council Committee

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Tuesday, July 29, 2025

4:00 PM

Municipal Center, 300 S. Church

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### 1. CALL TO ORDER

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

### 3. APPROVAL OF MINUTES

[MIN-25:064](#) Minutes for the Finance Committee meeting on Tuesday, July 8, 2025

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

### 4. NEW BUSINESS

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-25:093](#) A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BRACKETT KENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL SERVICES FOR THE 911 AND REAL TIME CRIME CENTER PROJECT

**Sponsors:** Engineering, Police Department and Mayor's Office

**Attachments:** [911 Crime Center.pdf](#)

[RES-25:094](#) A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BRACKETT KENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL SERVICES FOR THE WINTER WONDERLAND RENOVATIONS

**Sponsors:** Engineering

**Attachments:** [Winter Wonderland Agreement.pdf](#)

[RES-25:095](#) A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO APPROVE THE ATTACHED FEE PROPOSALS FOR ADDITIONAL SERVICES FOR THE EAST JOHNSON AVENUE (STATE HIGHWAY 91) SIDEWALKS & LANE RECONFIGURATION PROJECT

**Sponsors:** Engineering

**Attachments:** [Johnson Ave Sidewalks Lane Reconfiguration Const Plans.pdf](#)  
[Johnson Ave Sidewalks Lane Reconfiguration Construction Services.pdf](#)

**RES-25:097** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2612 CRAWFORD, PARCEL 01-144273-02300, OWNED BY RANDY & ALEY CRAWFORD IN THE AMOUNT OF \$275

**Sponsors:** Code Enforcement and Finance

**Attachments:** [01. 2612 Crawford Dr Notice of Violation.pdf](#)  
[02. 2612 Crawford Dr Billing Regeust.pdf](#)  
[03. 2612 Crawford Dr Invoice.pdf](#)  
[04. 2612 Crawford Dr Council Notice.pdf](#)

**RES-25:098** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 211 PINE, PARCEL 01-144074-02600, OWNED BY REGINA STEELE IN THE AMOUNT OF \$315

**Sponsors:** Code Enforcement and Finance

**Attachments:** [01. 211 Pine Notice of Violation.pdf](#)  
[02. 211 Pine Billing Request.pdf](#)  
[03. 211 Pine Invoice.pdf](#)  
[04. 211 Pine Council Notice.pdf](#)

**RES-25:099** A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A TRANSIT SERVICE AGREEMENT WITH ARKANSAS STATE UNIVERSITY AND TO AMEND THE FY2025 BUDGET TO ALLOW FOR THE ADDITION OF FOUR FULL-TIME DRIVERS AND TWO FULL-TIME PARATRANSIT DRIVERS NECESSARY TO PROVIDE REQUESTED SERVICE LEVELS AS A PART OF THE AGREEMENT

**Sponsors:** JETS

**Attachments:** [Contract for Provision of Public Transportation Services](#)

**RES-25:100** A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. TO ADD THE RADIO MANAGEMENT CLOUD HOSTED SUBSCRIPTION TO THE CITY OF JONESBORO SYSTEM FOR JONESBORO EMERGENCY SERVICES

**Attachments:** [Radio Management Proposal](#)

**5. PENDING ITEMS**

**6. OTHER BUSINESS**

**7. PUBLIC COMMENTS**

**8. ADJOURNMENT**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: MIN-25:064

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**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, July 8, 2025



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Finance & Administration Council Committee

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Tuesday, July 8, 2025

4:00 PM

Municipal Center, 300 S. Church

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### 1. CALL TO ORDER

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

**Present** 5 - Joe Hafner; Charles Coleman; John Street; David McClain and Brian Emison

**Absent** 2 - Ann Williams and Anthony Coleman

### 3. APPROVAL OF MINUTES

[MIN-25:055](#)

Minutes for the Finance Committee meeting on Tuesday, June 24, 2025

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

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

**Aye:** 4 - Charles Coleman; John Street; David McClain and Brian Emison

**Absent:** 2 - Ann Williams and Anthony Coleman

### 4. NEW BUSINESS

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-25:075](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 715 N. PATRICK STREET, PARCEL 01-144074-01300, OWNED BY ARETHA & CLARENCE FOX IN THE AMOUNT OF \$1,565.00

**Sponsors:** Code Enforcement and Finance

**Attachments:** [01. 715 N Patrick St Notice of Violation.pdf](#)  
[02. 715 N Patrick Clean Up Billing Request.pdf](#)  
[03. 715 N Patrick Clean Up Invoice.pdf](#)  
[04. 715 N Patrick Council Notice.pdf](#)

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



**Aye:** 4 - Charles Coleman;John Street;David McClain and Brian Emison

**Absent:** 2 - Ann Williams and Anthony Coleman

[RES-25:076](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2612 CRAWFORD, PARCEL 01-144273-02300, OWNED BY RANDY & ALEY CRAWFORD IN THE AMOUNT OF \$275.00

**Sponsors:** Code Enforcement and Finance

**Attachments:** [01. 2612 Crawford Notice of Violation.pdf](#)  
[02. 2612 Crawford Billing Request.pdf](#)  
[03. 2612 Crawford Mowing Invoice.pdf](#)  
[04. 2612 Crawford Council Notice.pdf](#)

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

**Aye:** 4 - Charles Coleman;John Street;David McClain and Brian Emison

**Absent:** 2 - Ann Williams and Anthony Coleman

[RES-25:077](#)

A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF TWO BASEBALL FIELDS AT JOE MACK CAMPBELL PARK

**Sponsors:** Parks & Recreation and Finance

**Attachments:** [ASU Baseball Contract.pdf](#)

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

**Aye:** 4 - Charles Coleman;John Street;David McClain and Brian Emison

**Absent:** 2 - Ann Williams and Anthony Coleman

[RES-25:078](#)

A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF ONE SOCCER FIELD AT JOE MACK CAMPBELL PARK

**Sponsors:** Parks & Recreation and Finance

**Attachments:** [ASU Soccer Contract.pdf](#)

*Chairman Joe Hafner said, Mr. Kapales. Parks Department Director Danny Kapales approached the podium and said, I just want to... on the resolution, that was actually a mistake, a duplication from the baseball resolution. If you notice in the contract, it's actually a one field for soccer, not two fields. So, I just want to make a clarification, that is one soccer field for that contract.*

*Councilmember Dr. Charles Coleman motioned, seconded by Councilmember Brian Emison, to amend RES-25:078 from two soccer fields to one soccer field being sponsored by Arkansas State University. All voted aye.*

*Councilmember David McClain said, does it name one? They said name one in particular. So, is it two baseball fields and one soccer field? Director Danny Kapales*

*said, yeah, the first one is two baseball fields. The second is one soccer field.*

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

**Aye:** 4 - Charles Coleman; John Street; David McClain and Brian Emison

**Absent:** 2 - Ann Williams and Anthony Coleman

[RES-25:079](#)

A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH DENVER'S REFRIGERATION FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE SOUTHSIDE SPORTS COMPLEX

**Sponsors:** Parks & Recreation and Finance

**Attachments:** [Denvers Refrig - Signed by them.pdf](#)

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

**Aye:** 4 - Charles Coleman; John Street; David McClain and Brian Emison

**Absent:** 2 - Ann Williams and Anthony Coleman

[RES-25:080](#)

A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH COACH JOEY'S FASTPITCH ACADEMY FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE SOUTHSIDE SPORTS COMPLEX

**Sponsors:** Parks & Recreation and Finance

**Attachments:** [Coach Joeys Fastpitch Academy - Signed by them.pdf](#)

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

**Aye:** 4 - Charles Coleman; John Street; David McClain and Brian Emison

**Absent:** 2 - Ann Williams and Anthony Coleman

[RES-25:087](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY25 ARKANSAS COMMUNITY ASSISTANCE GRANT PROGRAM

**Sponsors:** Grants

*Councilmember John Street said, I do have one question. I noticed the one behind it is a grant through the same agency. Are we applying to see if one of these will get the grant or is it a grant for each one of them? One of them might be picked over the other one, is that what it is? Chief Administrative Officer Brian Richardson approached the podium and said, there was no stated limit on not being able to apply for two different projects, so we figured if they do like one more than the other one then what's the harm in applying for both. Not likely we get both, maybe not likely we'll get any. But thought these are two good projects that both merited consideration for them look at. Councilmember John Street said, ok. I was just curious.*

*Councilmember David McClain said, Mr. Chair I had just one. Funding from Arkansas Community Assistance Grant Program, what does that typically fund? Does that typically fund projects like this or is this more of a... Grants Department Interim*

*Director Alejandra Morales approached the podium and said, so, this is a new grant that our governor recently started, and it's kind of all over the place a little bit. You can do fire stations, recreational facilities, you can do police stations, you can also do buying equipment and things like that. It's kind of vast. So, it kind of encompasses multiple areas.*

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

**Aye:** 4 - Charles Coleman; John Street; David McClain and Brian Emison

**Absent:** 2 - Ann Williams and Anthony Coleman

[RES-25:088](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY25 ARKANSAS COMMUNITY ASSISTANCE GRANT PROGRAM

**Sponsors:** Grants

*Councilmember David McClain said, only question I have is in regards to this project. How much do we have on hand for it so far? Parks Department Director Danny Kapales approached the podium and said, so, yeah. Currently, we have \$2,100,000 that has been allocated to it, and some of that's been spent for property acquisition. So, that's been spent down already at this point. But it was total \$2,100,000. Councilmember David McClain said, how much do you think it'll take to get it completed? Director Danny Kapales said, you know, we're in current design mode, so I don't have those overall numbers. Currently we're designing the whole park, but we're going to pull out the section within the budget amount that we have and try to build within the original grant. This will be able to help add to that lower section that we are not going to build in the first phase. We're hoping to be within that \$2,400,000, I think. Brian, if you can correct me, I think about \$2,400,000, \$2,500,000 is what we do have remaining from the property acquisition to be able to spend.*

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

**Aye:** 4 - Charles Coleman; John Street; David McClain and Brian Emison

**Absent:** 2 - Ann Williams and Anthony Coleman

[RES-25:089](#)

A RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE THE FY2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN THAT INCLUDES THE FY2025-2026 CDBG PROJECTS, ACTIVITIES AND BUDGET

**Sponsors:** Grants and Community Development

**Attachments:** [Public Service Organization FY20252026 RFP Grants Handout for 07082025 FY25-26 CDBG Annual Action Plan Draft.pdf](#)

*Councilmember David McClain said, Mr. Chairman, the only question I had, and I think I've asked for it before, is there... could we get a breakdown? Do they... I know the different organizations have to provide. Do you mind to share that? Is that include? I didn't see it in here, but do you mind to send that to us? Where we can see where Jonesboro Business Association, they plan to use this for X or Jonesboro Church Health Center. Just to give us an idea of what they plan to use the funds for. Grants Department Interim Director Alejandra Morales approached the podium and said, yeah. Sure, I actually printed something for you guys to look at because I watched the*

*previous City Council. Councilmember David McClain said, perfect... Last thing I had, do you think or have y'all heard whether or not CDBG will be cut in the future? Or is it still... you think it'll still be funded going forward from the federal side, obviously? Interim Director Alejandra Morales said, we don't anticipate it being cut. It's kind of like, such a complex thing to cut honestly. I haven't heard anything from the grapevine as well. So, I would anticipate it continuing to be a thing. I know I've talked to HUD and everything as well, and they're not... I mean, they're business as usual. Nothing crazy has come in that they have to stop funding or cut any funding as of now at least.*

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

**Aye:** 4 - Charles Coleman; John Street; David McClain and Brian Emison

**Absent:** 2 - Ann Williams and Anthony Coleman

[RES-25:090](#)

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FEDERAL TRANSIT ADMINISTRATION (FTA), FY2025 49 U.S.C. SECTION 5339 FORMULA GRANTS FOR THE JONESBORO ECONOMICAL TRANSPORTATION (JET) SYSTEM

**Sponsors:** Grants and JETS

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

**Aye:** 4 - Charles Coleman; John Street; David McClain and Brian Emison

**Absent:** 2 - Ann Williams and Anthony Coleman

[RES-25:091](#)

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF 11 VEHICLES UNDER THE 2025 BUDGET

**Sponsors:** Parks & Recreation, JETS and Finance

**Attachments:** [July Vehicle Purchase Attachment.pdf](#)

*Councilmember David McClain said, Mr. Chairman. It looks like we've got Park Rangers. Have we already hired Park Rangers? City Attorney Carol Duncan said, yes. I'm training them this week. Councilmember David McClain said, are you? City Attorney Carol Duncan said, yeah. Councilmember David McClain said, are they law enforcement or are they... City Attorney Carol Duncan said, like Code Enforcement. Parks Department Danny Kapales approached the podium and said, yes, Code Enforcement.*

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

**Aye:** 4 - Charles Coleman; John Street; David McClain and Brian Emison

**Absent:** 2 - Ann Williams and Anthony Coleman

**5. PENDING ITEMS**

**6. OTHER BUSINESS**

[COM-25:025](#)

CITY STARS AUDIT REPORT

**Sponsors:** Joe Hafner and Finance

**Attachments:** [City Stars Audit.pdf](#)  
[Jonesboro City Stars Booster Club Audited Financial Statements Handout 07](#)

*Chairman Joe Hafner said, we have Melissa Harrison here from Thomas, Speight & Noble. She's going to go through the City Stars audit report, and then we'll probably have a few questions and comments, and go from there. Thank you for coming. Thomas, Speight & Noble CPA Melissa Harrison approached the podium and said, thank you for having me. As you said, my name is Melissa Harrison. I'm the audit partner at Thomas Speight & Noble here in Jonesboro. Just to kind of... I mean, I'm sure everybody's aware of the City Stars situation. We were asked to perform an audit and were made aware of allegations and things. Basically, what we were made aware of is there was a question about field rental, you know, field usage. Checks not being written for field usage. The City Stars has an agreement, and it'll say this in the report, with Revelation Soccer for \$45 per player, per league to pay for field usage. So, they're charged for the... so Revelation Soccer is charged \$45 per player per season for field usage. Since City Stars and Revelation Soccer is maintained in one checking account, that does not really, I mean, it's just a transfer on paper. So, when Revelation Soccer was seeing the financial reports seeing this field usage, my understanding was they called the City and the City was like, we're not receiving any money, and that's where all this began. Well, I'm here to say the City won't be receiving any money because there's no checks written that it's a just a on the paper transfer, because City Stars and Revelation Soccer are all in one account. But just to kind of go through the audit report, and I also included a few other things in here that we normally don't, just to give you a little more information.*

*On page one and two you will find the audit report, and this basically says we didn't have to make any material modifications to the financials for them to be in compliance with the cash basis of accounting. We use the cash basis of accounting because they have no debt with them not being audited, you know, this is the first time being audited. They don't have depreciation schedules and things that we would normally see every year. So, we did the cash basis of accounting and noticed no material modifications that need to be made.*

*On page three, you'll see a statement of assets, liabilities and net assets cash basis. This is like a business balance sheet. Basically, the only asset we have is cash of \$82,346.*

*Page four will be your statement of support, revenue, and expenses on the cash basis. Support and revenue was \$573,449. Your total expenses was \$557,095 for a change in net assets of \$16,354. Beginning net assets was \$65,992. Bringing you down to your net assets at the end of the year, or your cash, of \$82,346.*

*Page five starts the notes. This is a real... I mean, with it being such a small program there's not much to the notes. I mean, it talks about if there were funds made with donor restrictions, we'd have to segregate those, which they weren't any. The first paragraph talks about all the different programs that City Stars and its bank account maintains.*

*On page six. You're a nonprofit organization, so you're only required to file the federal*

information return, which is being done by David Eagle. And on that field rental note, next to the last note on the page, is what I was talking about earlier. Arkansas Revolution FC Travel Soccer has an outstanding agreement with City Stars to pay \$45 per player per season for the use of soccer fields. As both programs share a bank account, no actual cash is exchanged for this transaction. Instead, the field rental cost is recorded as an internal expense for Arkansas Revolution FC Travel Soccer. This accounting entry is used solely for budgeting and balance tracking within the Arkansas Revolution FC Travel Soccer financial reports and does not reflect a cash outflow. The last note says, we weren't aware of anything since December 31st, 2024 that should be disclosed in this audit report.

You should see... the next thing is going to be a page like this. This just tells you where we got our numbers. It's a breakdown, if you want to look at that. I also included five-year analytics on this, and it looks like this. I just kind of wanted y'all to see the flow for the last few years. If you look in 2020. On a second page, in 2020 you had a net profit of \$16,976.31. 2021 it jumped back up to \$44,295.69. Of course, COVID, I'm sure was the major contributing factor of that increase. With, you know, people, everything cranking back up. 2022, you had a loss of \$17,835.08. I believe when we had the... Councilmember David McClain said, what page are you on? Are you on the five year? Melissa Harrison said, yeah I'm on the five year... Councilmember David McClain said, page two of five years? Melissa Harrison said, yeah, second year. I'm at the net income, net loss, at the bottom. Sorry, I talk really fast. Councilmember David McClain said, yeah, you were moving quick. Melissa Harrison said, I don't want you to fall asleep on me. So, 21 jumped up to \$44,295.69 with everything getting back in gear from COVID. 22, you had a net loss of \$17,835.08. And when I had the meeting with Danny and the other guys from the Parks Department, originally to present this audit report, they said I think it was helmets or something they purchased in 22 that was probably the cause of that loss. 23 we're jumping back up to a profit of \$12,711.01. Then 24, \$16,353.08. Now, of course, all the numbers before 24 are unaudited, I just had, you know, went ahead and had him send me all the information from 20 on, so we had five years' information.

And last, I enclosed the financial reports for Arkansas Revolution. Chairman Joe Hafner said, those numbers aren't included in the previous numbers, right? Melissa Harrison said, well, they are. This is just a breakdown of Revolution Soccer's part of it. Chairman Joe Hafner said, so these numbers are also included. Melissa Harrison said, yeah, it's all part of City Stars, but they do a separate financial for the Revelation Board meeting. In 22/23 year, they had a total revenue of \$151,584.46. They had expenditures of \$150,296.92. Giving them a net profit of \$1,287.54. You'll see that they had a reserve coming into 23 of \$16,285.56, and that leaves them with a total reserve of \$17,573.10. Jump on over to 23/24 on the next page. They had total revenue of \$198,649.13. Total expenses of \$224,779.12. Giving them a net loss of \$26,129.99. And the major cause for this is a revenue, I mean, your revenue didn't increase but your expenses increase due to increase in director of coaching, Registrar, and technical director. I think your director of coaching went from \$15,810.00 to \$63,628.61. Your Registrar went from \$650.00 to \$12,650.00. And your technical director went from nobody being to \$11,500.00. So that's why you're... that's why the loss in 23/24. Jump on over to 24/25. It's not going to be complete, because we started this before the season was over. So, 24/25 you were at \$155,656.85 in revenue. Your expenses were \$163,029.65 and this was as of May 12th. Giving you a net loss of \$7,372.80. And I mean, it's the same kind of situation there. I mean, the reason that they're running out of money with Revolution Soccer... Tell this all the time, you can't spend more than you bring in. And when you increase pay from \$15,000 to \$63,000, I mean, it's going to make a difference in your bottom line.

*That's all I have. If you have any questions... I mean, as far as the records, we didn't find anything. I didn't find anything abnormal or out of order or anything like that. Danny and David, they both do a really good job at keeping everything organized and they were really fast to get me stuff and easy to work with and we really appreciate that. Chairman Joe Hafner said, and we appreciate you doing this. I do have a couple of questions, but I wanted to say something first. So, the City Stars, is kind of, you know, I don't want to say a unique situation, but it's kind of a little bit of a different situation because they're a separate 501c3 from the City of Jonesboro. There is a lot of overlap because of our Parks Department, personnel serve on the city board and do a lot of things, but they are a separate entity from us. And, you know, that's something I think we're going to look at moving forward. You know, there was an agreement that was done several years ago that I think is still kind of providing a lot of the basis for how they operate. But, you know, this is an agreement that needs to be updated and reviewed, and I'm sure we're going to sit down and talking about it. But I did have just a few questions, because like you said, there were a lot of, you know, I won't say allegations, but there were some statements made. As part of the audit work, were you comfortable that all cash received was deposited to the bank account? And can you kind of talk about what the process that you reviewed for the cash collections? Melissa Harrison said, yes. As far as cash collection, you really, you're not handling just a terrible amount. Most of their money is coming through with ACH and credit cards and things like that. Danny was able to send me information, as far as what they received, and I was able to tie that back to bank deposits. Chairman Joe Hafner said, ok. Did you see any incidents where a full-time City of Jonesboro employee was paid by City Stars? Melissa Harrison said, I did not. Chairman Joe Hafner said, I'm sure we'll probably include you if we need some recommendations on how this might need to be structured moving forward. Melissa Harrison said, that's fine.*

*Councilmember David McClain said, I think that was, what you just asked, was one of my big questions. So, you said, no city employee was paid to work. I mean, that's... No full-time, well, I think part-time is important too. Chairman Joe Hafner said, well, but you see, to me part-time's different. Because let's say there's somebody that works in that department, but then they go, you know, part-time, but then they go out there and they officiate a game. Councilmember David McClain said, so, are they paid out of the pot of City Stars? Chairman Joe Hafner said, yes. Councilmember David McClain said, then how are they paid? Chairman Joe Hafner said, they're paid by check and then they get... Melissa Harrison said, the officials are paid out of... Chairman Joe Hafner said, it's a different organization. Councilmember David McClain said, right, but I'm saying, so you said officials, but maybe they're picking up trash or they're clean up, whatever, how are they paid? I think that's my big question, is how they... Melissa Harrison said, as far as City Stars goes, from what I've seen, they only pay like the gate workers, officials, concessions. They're not paying... The trash pickup I'm assuming would be the City of Jonesboro because it's at your parks. There's not really a payroll for City Stars. They're all 1099 employees. But I did not notice any city employee. Now, could there be somebody that works in the Street Department that I don't know that officiated a game and he got a... maybe. I mean, because I don't know every city employee, but I did not notice any checks to any... Well, there weren't any to Danny Kapales and there weren't any to any of the other guys on the board that I've worked with and things like that. Councilmember David McClain said, I guess the other question was, Mr. Chairman. Where do you see, or in this report, can you walk me through the gate fees? So, if I pull up, I give them \$5, \$10... Melissa Harrison said, that is one suggestion I would make. When they make deposits, pretty much everything is put into registration fees and concessions. I would, if possible, in the future it might be beneficial for y'all to break that down, so we could*

answer questions like that. Like how much is a concessions profiting. Because, I mean, right now it's all in registration fees and when it was given to me... If you'll look at... This is what we're given, this page right here. There were only two items of income, registration fees and concessions and parade registration donations. So that's the only separation I had. Councilmember David McClain said, so we don't have an accounting for the gate fees? Melissa Harrison said, right. It's all included in that \$557,548.83 on this. Councilmember David McClain said, I guess my question there... Chairman Joe Hafner said, remember this is just City Stars program. Councilmember David McClain said, I get it, I get it, but my question there is, does that not concern you when we have a large amount of cash that we don't know how much we took in? We don't know the accounting behind it. Does that not give you concern? Melissa Harrison said, no. You actually have compensating controls. You have several people counting the cash you do receive at concessions before it's turned in and then counted again before it's deposited. I don't have any areas for concern there. I would suggest that you separate that out just for comparative purposes and see how you're profiting and incoming costs and stuff as far as concessions goes and all that. Councilmember David McClain said, I know you say it's concession. That's why I'm asking... Melissa Harrison said, well gates the same way. Gate cash is the same way. Councilmember David McClain said, who counts the gate? Is that you Danny? Is that... Melissa Harrison said, it's two employees that work the gate, right? One employee and then another. He can give you that. Councilmember David McClain said, ok. Parks Department Director Danny Kapales approached the podium and said, all documentation is so when the gate is turned in, there's actually multiple employees that sign off on that count. And then all deposits are signed off by three employees as well. So, everything's done with multiple signatures and multiple counting. Nothing is done by one individual at all. Councilmember David McClain said, so you... we collect the gate, right? All the cash that comes in from the gate. Two to three people sign off on, this is what we took in. Director Danny Kapales said, there's usually a minimum of three people at all times counting. Councilmember David McClain said, and then they turn it in to you... Director Danny Kapales said, and then there's three people that recount it and make that deposit. Councilmember David McClain said, but do we have... and you are not provided that information or you were provided? Melissa Harrison said, yes, I saw the slips when they signed off. I just wasn't sure off the top of my head what positions they held or names or anything like that. Councilmember David McClain said, did it show concessions, or did it show gate? Melissa Harrison said, it had both. Councilmember David McClain said, so all together? Melissa Harrison said, I honestly can't remember. Director Danny Kapales said, so, on the deposit slips that she was able to see, if you see on the actual page, it is broken down, gate, concession, things of that sort. The only difference is the documentation that David would give her doesn't, he just lumps it all back into the accounting itself. He simplifies that for the accounting purposes. He just simplifies it. And that's what she saw was the simplified forms, but she was able to compare that to the deposit sheets. So, every sheet that's signed off on also has an attached deposit slip, so it has a comparable signed off sheet, broken down numbers and a deposit slip from the bank. Everything attached together. So, everything's dated, compared, signed off on, and that was all provided. Councilmember David McClain said, and like you said, the gate workers are paid from 1099. I get a check, you don't give me cash. Director Danny Kapales said, correct. There is, and I think you referenced that and I want to clarify. There is employees that's with other departments that have officiated for many, many years. Not just with us but with schools, with things of that sorts. They do that as a part-time job outside, and they do work with us as well. But all of them get paid through a check, and they do it outside of their normal hours of working for the city. They do it in the evenings and weekends on the other job as a secondary job. But that is something that they do, but that is completely a separate item and everybody's paid by



check. Councilmember David McClain said, like I said, I know not seeing that broken out, I think it gives me a little concern, if you will, just because we don't know on the cash. I can't. I mean, I haven't seen it. I mean, I know you've got your report here, but I don't see it. And I think that's where some folks say, "Hey, look, this is a problem." I mean, I think it is, because it's just a little messy and how we've kept up with it. I think we've kept up with it probably... Has it been this way since City Stars started? Director Danny Kapales said, yeah. All documentation and all processes are the way that it's been since its existence. So, we're following the procedures that was given to us.

Councilmember David McClain said, how long has City Stars been around? Chairman Joe Hafner said, since 2004. Director Danny Kapales said, yeah. Yeah 2002 was the official governance. 2001 was when all process started. Chairman Joe Hafner said, there's originally an agreement with the city in 2004. Councilmember David McClain said, ok. Chairman Joe Hafner said, that spelled out like a lot of the different duties and who's responsible for this and who's responsible for that. But I mean, one thing that it did call out for, you know, like it talks about on a yearly basis there'll be a financial review of expenditures and revenues from previous years, and annual financial review from a third-party auditor. So, that's stuff that it was, you know, this is the first time it's happened. So, this stuff that was in the original agreement, but they were never held to and so it just, you know... But I think moving forward at a minimum, we'll hold them to this stuff. And I think, you know, I don't know if it's possible for, you know, David to go back and, you know, break out some of the stuff by revenue type, registrations, you know, if that's possible to do. Even if you could see concession and gate in one line and not just lumped in with everything else, that would be, like you said, beneficial for comparative purposes and things like that. I know that City Stars is a separate entity, but it's still so intertwined with the City that we've got to make sure that things are, you know, done to a high level of correctness, if that's the correct term. But we appreciate you getting the audit done.

Councilmember David McClain said, I've got one last question. Chairman Joe Hafner said, ok go ahead. Councilmember David McClain said, so I know it's been very... You got Parks, Danny is Parks director, and you're the board chair or something like that. Who's the chair? Director Danny Kapales said, the chair is... Jared Stroud is the board president. Councilmember David McClain said, who all are on the board? Director Danny Kapales said, so, Jared is the board president, Brandon Shrader is the vice president, and then other positions are made up by different staff. Councilmember David McClain said, so, they're city employees? Director Danny Kapales said, yeah. Councilmember David McClain said, ok. I guess, should we... We're already talking about making some changes. In my opinion, we should separate and maybe get some volunteers from outside the city employees. And the reason I say that, I mean, most of our volunteer stuff is made up of people outside of the city. Again, so it doesn't look like there's something going on, something nefarious is going on. Clean it up where we don't have city employees also working for City Stars. If that's the case, City Stars, if we're going to have all the employees working on it, then make it a City of Jonesboro thing, right? Instead of having a nonprofit run within the city, I think that's where a lot of people get confused. I mean, it confused me, because I'm thinking, okay, City Stars is a City of Jonesboro program. Well, no, it's an outside entity. Well, you got city employees running it. So, we need to, in my opinion, we need to clean that up and change that where we don't have all city employees sitting in each seat. Chairman Joe Hafner said, right. I agree with that, but just to be clear. Just referencing this 2004 agreement, one of the mutual understandings was City and JCSBC understand and agree that city officials may be JCSBC officers and members of JCSBC, and may perform duties that benefit both the City and the JCSBC while under the employment of the city. So, the current structure is not anything new, but definitely something that

needs to be looked at moving forward. Councilmember David McClain said, yeah. I mean, I know Carol may feel different or I don't know you can speak to it, but again, I understand that but at the same time, to clean things up. Like you said, the cash thing, clean up who all are on this board, who all are in charge, you know, who writes checks, are the checks, you know, is that process done from the board members? Is it done through you? There's a lot of ambiguity that we got to clean up that too much, in my opinion, is left up for what we don't know, or, I mean, I don't need to be involved in everything because I don't. But at the same time, if somebody has a question, we need to be able to articulate exactly what is going on and how it's taking place. Melissa Harrison said, and to answer your question, all checks are signed by two board members, so, I mean, all checks are required to have two signatures. You asked who's signing the checks, I mean, it's going to be at least two board members. And I was going to let you know, you said something about on their agreement that they have to have an annual audit or review. There is a service that CPA firms offer if y'all didn't want to do a full-blown audit that's called a financial statement review. If they would be good with that that usually gets you a little cheaper. Chairman Joe Hafner said, yeah. Melissa Harrison said, it's less invasive, but it's an option. Chairman Joe Hafner said, more thorough than a compilation, but not as invasive as an audit. Yeah, I know a little bit about that. Melissa Harrison said, yeah, it's called limited assurances if you want to get technical.

Jeremy Terrell, 909 Pinecrest Drive, approached the podium and said, I'd like to know, and a lot of the people that listen to my podcast would like to know, who ordered this audit? Who picked the people that was going to do the audit? And, when you do that, when you ask for an audit, to what level of audit do you get? And, you know, I'm sure that they're amazing firm, and my comment isn't based upon any of, any individual, but like, it doesn't take a rocket science, scientist to count up the kids. We've got about 1,400 kids, let's say, that fluctuates every year, and you got two parents that come and see, let's say, 1,000 of them. 1,000 kids, two parents come at \$6 per person, or per car. That's \$6,000, then you times that times eight games per year, and you know, you're looking at a lot of money that I don't see on any line. And then, you want us to take their word for it that they counted the money right, and yet you see a thing for \$17,000. Well, that's not doing the public any justice. Like, this is what happens in any government where the citizens lose faith in whose representing them. And that's because we don't know what in the world's going on. And right now, I was a part of this in 2001. And actually, we got out when the City decided to take it over. It's been a mess ever since then. So, I mean, you know, it has with Revolution, people have always gotten pissed off every single year just about. It's a mess. And you know, poor Danny, because I wouldn't want to deal with 1,200 to 1,500 parents, regularly either. But, when you're dealing with taxpayers' money, at some point in time, there's got to be way more... An outside entity, we should know that if we're going to give \$3 to go watch our kids, that this isn't going to the city, that this is going to a 501c3. I think that's an injustice to us number one. We think it's going to, you know, the city, and it's not. And two, if that's the case, then it should be every dollar that comes into the city, is counted. Not by, you know, individuals that are part of a 501c3, unless I'm wrong. But it's got accountabilities that we don't see happening with 501c3 that is directly connected to the city. And at some point in time, and I agree with David, that it's got to change. Like, we can't keep having this. But it needs to be an audit that we need to see these sign offs. We need to see who signed off on each of these receipts, these cash receipts. I mean, that's a lot of cash. I don't care if it's \$9,000 or \$50,000, that's a lot of cash to a lot of people. And to have that amount of money going through, and I will say this, I know people that have told me, that work for the city, that they have been paid by, in cash, through gate funds and other funds collected. And so, how do we find that out, if somebody's lying or not, by a baby audit. You know, that's no

offense to you. Chairman Joe Hafner said, this is not a baby audit. I mean, I'll say this... Jeremy Terrell said, there's probably be a better term for that. Chairman Joe Hafner said, I'll say this about audits, Mr. Terrell, that they have a strict set of procedures and other things that they had to go through. They're peer reviewed by other CPAs. I mean, it's not, you can't just do a halfway audit. There's a lot of different steps that you have to go through for your professional care. But I will say this... Jeremy Terrell said, I hear what you're saying, but the truth of the matter is, answers to questions that we don't have. Chairman Joe Hafner said, let me finish. I will say this, we definitely agree that the situation for the setup needs to be improved. There's no doubt about that. And, you know, the situation with the Revolution really brought that to our attention. And that's what we're trying to do, is take steps to improve the accountability, the transparency and all that. So, I mean, your point is very well noted, and that's what we're trying to do is improve this arrangement so that there is more transparency and better accountability moving forward. Jeremy Terrell said, yeah, and I agree. And to reiterate, one of the ways that the public can be assured that this happens is that when you perform something like was just performed, number one, you don't have the person running the organization get the audit done. That's one, two, you... Chairman Joe Hafner said, he didn't do the audit. The audit firm did the audit. Jeremy Terrell said, who picked the audit firm? Chairman Joe Hafner said, the City Stars did. We did not. Jeremy Terrell said, the City Stars board picked it. Ok, that in itself... Chairman Joe Hafner said, any board at a business is the one that picks the auditor. Jeremy Terrell said, I don't think that that's true. I don't think that's true but... Chairman Joe Hafner said, ok. Jeremy Terrell said, I know if I'm part of a 501c3, which I've been a part of some of them, we don't get it if somebody demands an audit or one of our groups that donates us money asks us to get them an audit, we don't go pick the auditor. City Attorney Carol Duncan said, if you're paying for it, I think you do. Jeremy Terrell said, well, of course, if we're paying for it at some point in time, but... City Attorney Carol Duncan said, well, I mean, that's who paid for it. Jeremy Terrell said, well who paid for this, City Stars or... Chairman Joe Hafner said, City Stars. City Attorney Carol Duncan said, City Stars, yes. Jeremy Terrell said, but as, again, this is how we lose confidence in those that are running our city is, is that we don't have transparency. I know that... Chairman Joe Hafner said, you can say you're losing confidence, but this is the first time in 20 years that they've been audited, and that's because this City Council, and this administration requested it. Jeremy Terrell said, yeah, but there's hundreds of people have been crying this for 20 years. And I get it. I'm not pointing fingers. Chairman Joe Hafner said, it sounds like you are. Jeremy Terrell said, hey, this is literally... This is what gets everybody in an uproar. Just because somebody demands transparency at 100% doesn't mean that they're calling anybody out. Ok. Now, if you're in the position of the place that you're running that, yeah, you bear some responsibility, absolutely. Especially if you work for a city or you collect funds. But that's my job is to come up here and ask each and every one of you to make sure that we're being represented at 100%. It's nothing personal. Chairman Joe Hafner said, and that's what we're trying to do. Jeremy Terrell said, it's just 100% my goal. Chairman Joe Hafner said, and that's why we requested that the audit be done for the first time in 20 years. Jeremy Terrell said, and I think that that's fantastic, and it needs to be done. But we need to have those answers to the questions that you guys asked before this is let go and be like, okay, the audit's done. Chairman Joe Hafner said, we're not letting go. As I said, we're working on ways, we'll have future conversations of how to improve this arrangement. Jeremy Terrell said, and I appreciate that. I just wanted to come up here and make sure that... City Attorney Carol Duncan said, Mr. Terrell, one of the things that I try to do is make sure nobody is doing anything illegal. So, if you want to provide me the names of the employees that you say are receiving cash payments, I would sure like to know that. Jeremy Terrell said, I'll definitely get those to you. City Attorney Carol Duncan said, thank you.

*Jeremy Terrell said, sure. So, appreciate you guys.*

*Melissa Harrison said, can I comment on what he just said? Chairman Joe Hafner said, yeah, you can. Melissa Harrison said, just to touch on some of the things he said. I've been auditing since 2000. I worked for 15 years for the Division of Legislative Audit. They're who performs your annual city audit and most of the cities in the state, so I very much know what doing. I was hired by the City Stars board. I don't know any non-for-profit that we audit that the board doesn't hire me. I mean, there's not going to be some stranger off the road that's going to come hire me to audit your organization. It's going to be somebody from your board. And I've been in public accounting for 10 years doing not-for-profit, so don't really know there. But as far as my suggestions, like I said, I would suggest separating out that income and things like that. But, you know, as an auditor, I'm required to be independent, in fact, and appearance. And I have professional standards I have to follow. And I have to, you know, maintain professional skepticism and diligence and all that, or I lose my license, and I mean there's nobody in the City Stars organization that I would lose my job for. So, that's what I have to say about that.*

**Filed**

## **7. PUBLIC COMMENTS**

## **8. ADJOURNMENT**

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

**Aye:** 4 - Charles Coleman; John Street; David McClain and Brian Emison

**Absent:** 2 - Ann Williams and Anthony Coleman



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:093

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**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BRACKETT KENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL SERVICES FOR THE 911 AND REAL TIME CRIME CENTER PROJECT

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

WHEREAS, the firm selected for the 911 and Real Time Crime Center project is Brackett Kennerich & Associates P.A.;

WHEREAS, Brackett Kennerich & Associates P.A. has agreed to provide architectural services, as described in the attached agreement, 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 accept the proposal and enter into an agreement with Brackett Kennerich & Associates P.A. to provide architectural 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 Bond budget and compensation shall be paid in accordance with the agreement.

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

# **AIA® Document B101® – 2017**

## ***Standard Form of Agreement Between Owner and Architect***

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

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

**City of Jonesboro**  
**300 S. Church St.**  
**Jonesboro, Arkansas 72401**

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

**Brackett-Krennerich & Associates P.A.**  
**100 E Huntington Ave, Suite D**  
**Jonesboro, Arkansas 72401**  
**Telephone Number: (870) 932-0571**

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

**911 and Real Time Crime Center**  
**City of Jonesboro**  
**Jonesboro, Arkansas**

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

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

§ 1.1.2 The Project's physical characteristics:

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

**Refer to Exhibit "A"**

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

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

**\$5,200,000.00**

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

.1 Design phase milestone dates, if any:

**TBD**

Init.

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

**Hard Bid**

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A

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

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

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

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

N/A



**.2 Civil Engineer:**

N/A

**.3 Other, if any:**

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

**Topographic Site Survey Services  
Geotechnical Engineering Services**

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

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

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

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

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

**.2 Mechanical Engineer:**

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

**.3 Electrical Engineer:**

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

**.4 Civil Engineer:**

**Associated Engineering, Inc.  
103 S. Church St.  
Jonesboro, AR 72401**

Init.

**Telephone: (870) 932-3594**

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

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

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

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

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

## **ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

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

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

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

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

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

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

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

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

§ 2.5.4 Workers' Compensation at statutory limits.

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

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

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

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

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

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

### § 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

### § 3.3 Design Development Phase Services

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

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

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

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

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

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

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

#### **§ 3.5.2 Competitive Bidding**

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

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

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

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

*(Paragraphs deleted)*

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

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

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall

not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

#### § 3.6.4 Submittals

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

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

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

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

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

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect - Does not include furniture design
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided

Init.

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<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

#### § 4.1.2 Description of Supplemental Services

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

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

N/A

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

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

#### Owner will provide program

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

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

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

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

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

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

- .1 **Two ( 2 )** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 **Twenty ( 20 )** visits to the site by the Architect during construction
- .3 **Two ( 2 )** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **Two ( 2 )** inspections for any portion of the Work to determine final completion.

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

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

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.5 The Owner 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.

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

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

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

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

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

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

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

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

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7    COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

## **ARTICLE 8    CLAIMS AND DISPUTES**

### **§ 8.1 General**

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 Mediation

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

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

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

☒ [ X ] Arbitration pursuant to Section 8.3 of this Agreement

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other: (Specify)

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

## § 8.3 Arbitration

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

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

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

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

#### § 8.3.4 Consolidation or Joinder

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

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

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

N/A

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

N/A

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

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

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific



information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

## ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum  
(Insert amount)
- .2 Percentage Basis  
(Insert percentage value)  
  
Seven (7) % of the cost of construction.
- .3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

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

**Fee for additional services to be calculated by hourly rate in accordance with Paragraph 11.7.**

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **Twenty-Five percent ( 25%)**, or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

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

(Paragraph deleted)

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

#### Exhibit "B" - Hourly Fee Schedule

Employee or Category	Rate (\$0.00)
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#### § 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Ten** percent ( **10** %) of the expenses incurred.

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

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

N/A

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments

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

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

##### § 11.10.2 Progress Payments

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

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

**5.50 % per annum**

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

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

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

#### ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

*(Paragraphs deleted)*

- .2 Exhibits:

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

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)

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

**Exhibit "A" - Scope of Work**  
**Exhibit "B" - Hourly Fee Schedule**

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

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

\_\_\_\_\_  
**OWNER (Signature)**

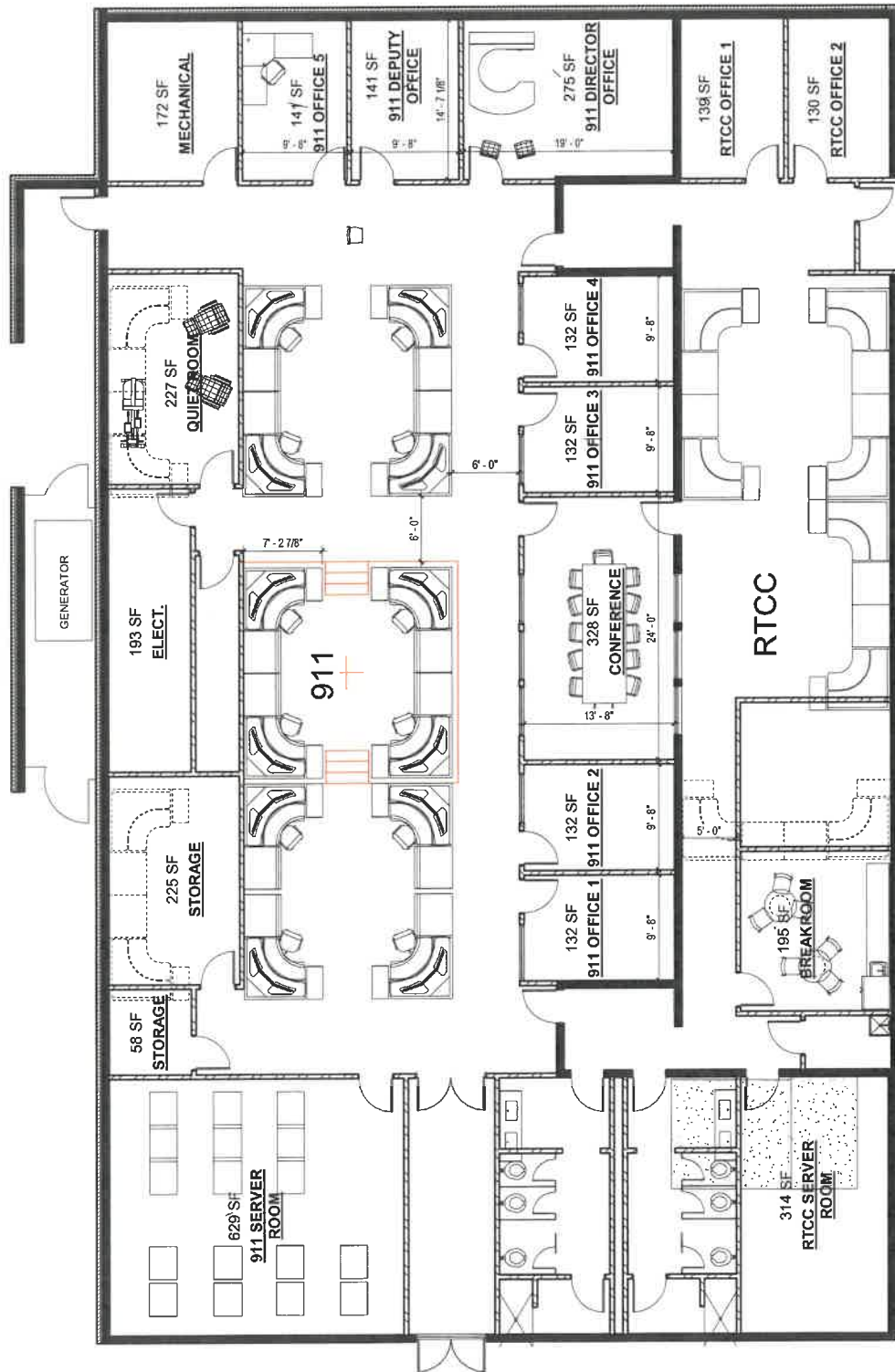
\_\_\_\_\_  
Harold Copenhaver, Mayor  
(Printed name and title)

\_\_\_\_\_  
**ARCHITECT (Signature)**

\_\_\_\_\_  
Kyle Cook President  
(Printed name, title, and license number, if required)

23 June 2025

# EXHIBIT "A"





**Date:** September 27, 2023

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

**#2322**

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## MEETING MINUTES – E911 Emergency

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Ronnie Sturch – 911 Emergency Director

Mellene 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:

- Space to relax for 20 minute breaks. 10'x12' room.
- Recliner/relax. Elliptical or exercise.

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

6. Administrative:

- Small Conference Room – (12 persons)
- (2) Offices looking into RTC.

7. Breakroom/Restrooms:

- Share with 911 Emergency

8. Real Time Crime Center:

- (6) Analysts similar in size to 911 workstation areas.
- Independent server room needed.
- Small video conf. room for detectives to review video.

9. Additional Items:

- Good facility examples – Springfield, Paragould, Critt. County, and Memphis.
- Review IT and technology needs with Jason Ratliff.
- 2 Sets of Men's and Women's Restrooms needed w/ shower.
- APCO – National Organization for Dispatchers. They determine # of staff needed for call volume. JB has third largest call volume in the state.
- Review formulas for growth.
- SF and cost estimate needed for possible bond.
- Mr. Sturch provided a layout of the existing workstations for 911 for reference.



6207 SouthPark Circle  
Littleton, CO 80120  
1.888.782.2810 F.303.682.5454  
www.xybix.com

Sales: Brittney Musgrave

Email: BrittneyM@xybix.com

Designer: Emily Houston

Email: EmilyH@xybix.com

Jonesboro Police Department  
411 W Monroe  
Jonesboro, AR 72403

Opportunity: 0025480

Drawing Name:

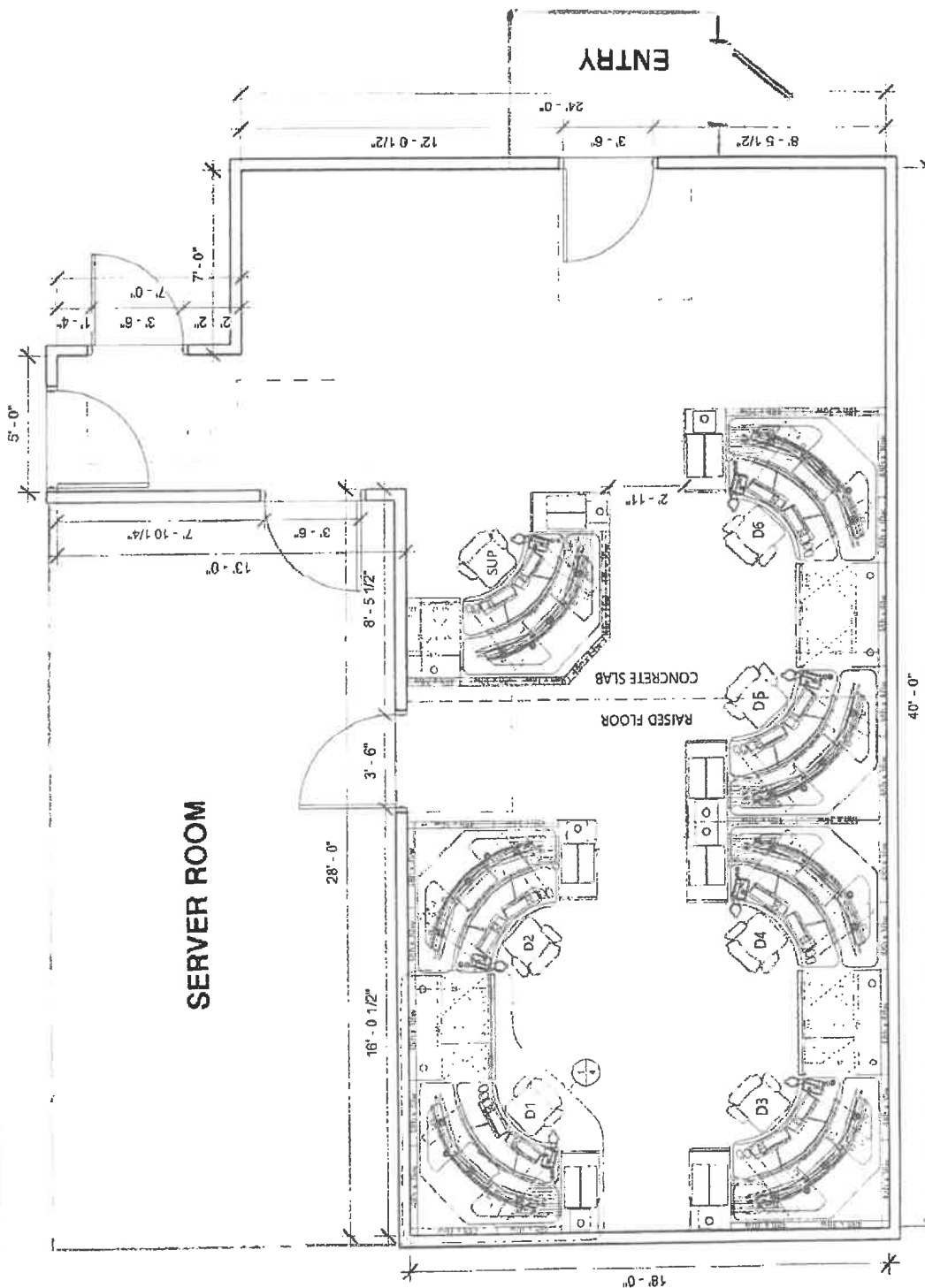
OVERALL VIEW

SHEET: 2 of 5  
SCALE: 1/4" = 1'-0"

NOTE: This design & layout is the property of XYBIX Systems, Inc. and is not to be reproduced, stored, or transmitted in any form or by any means, without express written permission by XYBIX Systems, Inc.

Sign-Off Initials: REV

3



ALL ROOM DIMENSIONS NEED TO BE VERIFIED  
PRIOR TO INSTALLATION AND SIGN OFF

CEILING HEIGHT: 9'  
POWER/DATA COMING FROM: FLOOR

1 OVERALL VIEW  
1/4" = 1'-0"



**Exhibit "B"**  
Hourly Rate Schedule

Brackett-Krennerich & Associates, P.A.

Effective April 7, 2025

---

Kyle Cook, Principal Architect.....	\$225.00 per hour
Todd Welch, Principal Architect .....	\$225.00 per hour
Katie Singleton, Project Architect .....	\$185.00 per hour
Steve Schoettle, Project Manager .....	\$165.00 per hour
Cody Springer, Intern Architect.....	\$135.00 per hour
Chris Ormond, Computer Drafter/BIM Operator (Level 1) .....	\$65.00 per hour
Stephan DeLange, Computer Drafter/BIM Operator (Level 2).....	\$85.00 per hour
Amanda Penn, Interior Designer (Level 2).....	\$100.00 per hour
Alex Poff, Construction Administrator.....	\$90.00 per hour
Lynlee Wilkins, Office Manager .....	\$90.00 per hour

---



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:094

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BRACKETT KENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL SERVICES FOR THE WINTER WONDERLAND RENOVATIONS

WHEREAS, the City of Jonesboro desires to accept the proposal and enter into an agreement to provide architectural services for the Winter Wonderland Renovations;

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

WHEREAS, the firm selected for the Winter Wonderland Renovations is Brackett Kennerich & Associates P.A.;

WHEREAS, Brackett Kennerich & Associates P.A. has agreed to provide architectural services, as described in the attached agreement, for the Winter Wonderland Renovations; and

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

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

Section 1. That the City of Jonesboro shall accept the proposal and enter into an agreement with Brackett Kennerich & Associates P.A. to provide architectural services for the Winter Wonderland Renovations.

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

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



# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

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

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

**City of Jonesboro**  
**300 S. Church St.**  
**Jonesboro, Arkansas 72401**

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

**Brackett-Krennerich & Associates P.A.**  
**100 E Huntington Ave, Suite D**  
**Jonesboro, Arkansas 72401**  
**Telephone Number: (870) 932-0571**

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

**Winter Wonderland Renovation**  
**215 West Monroe Ave.**  
**City of Jonesboro**  
**Jonesboro, Arkansas**

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

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

### ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

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

§ 1.1.2 The Project's physical characteristics:

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

**Refer to Exhibit "A"**

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

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

**\$1,800,000.00**

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

.1 Design phase milestone dates, if any:

**Bid Documents Complete Winter 2025**

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User Notes:

(1800956743)

.2 Construction commencement date:

**Spring 2026**

.3 Substantial Completion date or dates:

**TBD**

.4 Other milestone dates:

**N/A**

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

**Hard Bid**

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

**N/A**

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

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

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

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

**N/A**

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

.1 Geotechnical Engineer:

**N/A**

**.2 Civil Engineer:**

N/A

**.3 Other, if any:**

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

**Topographic Site Survey Services**

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

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

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

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

**Smith Engineering  
PO Box 299  
Marion, AR 72364  
Telephone: (870) 739-5533**

**.2 Mechanical Engineer:**

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

**.3 Electrical Engineer:**

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

**.4 Civil Engineer:**

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

Init.

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

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

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

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

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

§ 2.5.4 Workers' Compensation at statutory limits.

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

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

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

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

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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



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

### § 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

### § 3.3 Design Development Phase Services

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

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

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

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

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

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

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

#### **§ 3.5.2 Competitive Bidding**

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

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

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

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

*(Paragraphs deleted)*

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

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

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall

not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

#### § 3.6.4 Submittals

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

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

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

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

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

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

- 3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	See Below Paragraph 4.1.2.1
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect - Does not include furniture design
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided

Init.

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.15 As-designed record drawings	<b>Not Provided</b>
§ 4.1.1.16 As-constructed record drawings	<b>Contractor</b>
§ 4.1.1.17 Post-occupancy evaluation	<b>Not Provided</b>
§ 4.1.1.18 Facility support services	<b>Not Provided</b>
§ 4.1.1.19 Tenant-related services	<b>Not Provided</b>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<b>Not Provided</b>
§ 4.1.1.21 Telecommunications/data design	<b>Not Provided</b>
§ 4.1.1.22 Security evaluation and planning	<b>Not Provided</b>
§ 4.1.1.23 Commissioning	<b>Not Provided</b>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<b>Not Provided</b>
§ 4.1.1.25 Fast-track design services	<b>Not Provided</b>
§ 4.1.1.26 Multiple bid packages	<b>Not Provided</b>
§ 4.1.1.27 Historic preservation	<b>Not Provided</b>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<b>Not Provided</b>
§ 4.1.1.29 Other services provided by specialty Consultants	<b>Not Provided</b>
§ 4.1.1.30 Other Supplemental Services	<b>See Below Paragraph 4.1.2.1</b>

#### § 4.1.2 Description of Supplemental Services

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

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

**Architect/Engineers will provide existing facilities survey to the extent that, in addition to code review, renovation design can be developed.**

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

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

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

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

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

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

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

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

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

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

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

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.5 The Owner 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.

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

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

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

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

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

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



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

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

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7    COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

## **ARTICLE 8    CLAIMS AND DISPUTES**

### **§ 8.1 General**

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 Mediation

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

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

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

*(Check the appropriate box.)*

☒ [ X ] Arbitration pursuant to Section 8.3 of this Agreement

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other: *(Specify)*

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

## § 8.3 Arbitration

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

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

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

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

#### § 8.3.4 Consolidation or Joinder

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

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

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

N/A

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

N/A

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

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

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

## ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum  
(Insert amount)

.2 Percentage Basis  
(Insert percentage value)

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

.3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

**\$18,000.00 fee has been added to Basic Services for items indicated under section 4.1.2.1.**

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

**Fee for additional services to be calculated by Hourly Rate in accordance with Paragraph 11.7.**

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **Twenty-Five percent ( 25 % )**, or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

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

(Paragraph deleted)

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

#### Exhibit "B" - Hourly Fee Schedule

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

#### § 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Ten percent ( 10 % )** of the expenses incurred.

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

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

N/A

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments

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

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

##### § 11.10.2 Progress Payments

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

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

**5.50 % per annum**

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

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

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

#### ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

*(Paragraphs deleted)*

- .2 Exhibits:

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

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:03:20 ET on 06/23/2025 under Order No.4104247011 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1800956743)



*(Insert the date of the E204-2017 incorporated into this agreement.)*

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

**Exhibit "A" - Scope of Work**  
**Exhibit "B" - Hourly Fee Schedule**

- .4** Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

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

**OWNER** *(Signature)*

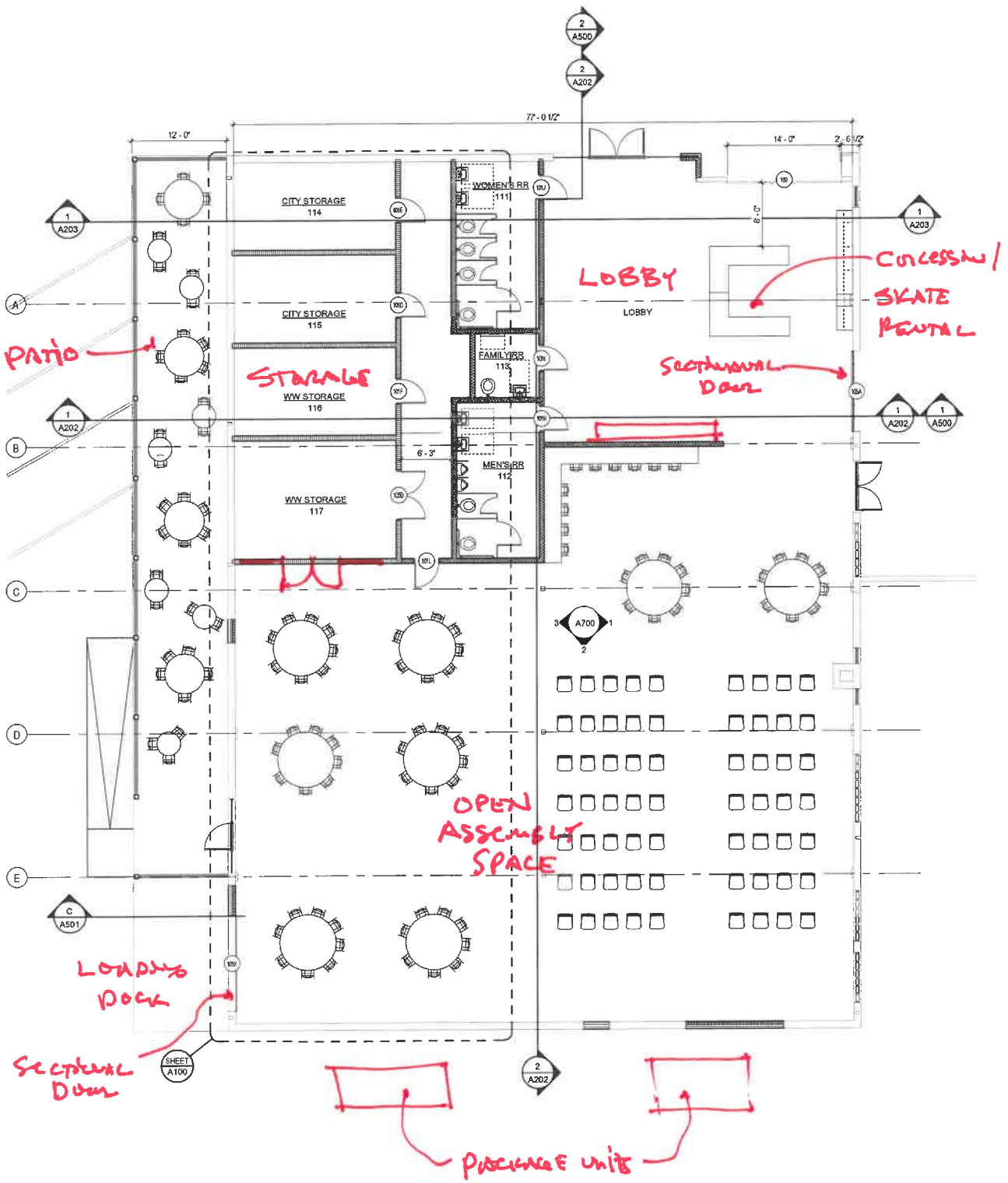
Harold Copenhaver, Mayor  
*(Printed name and title)*

**ARCHITECT** *(Signature)*

Kyle Cook President  
*(Printed name, title, and license number, if required)*

23 June 2025

# EXHIBIT "A"























## Project Meeting Minutes

**Date:** December 2, 2024

**Project:** Renovations to:  
Winter Wonderland – City of Jonesboro  
Jonesboro, AR

**#2418**

## MEETING MINUTES

Craig Light – Jonesboro Chief Engineer

Danny Kapales – Jonesboro Parks Director

Kyle Cook – Brackett-Krennerich

Cody Springer – Brackett-Krennerich

### ■ GENERAL DISCUSSION ITEMS

1. The group discussed the opportunities for development of the existing Winter Wonderland facility.
2. A phased construction approach would most likely be the best course of action to meet yearly budget constraints.
  - a) Phase 1 will likely need to include the ADA bathroom upgrade and concession area.
3. The concession will consist of an open room with owner furnished tables. This would just be bagged/prepackaged foods so there would be no need for a grease trap or 3 compartment sinks in the initial build. BK can look at the possibly for a future caterer's kitchen for larger events.

### ■ CONSTRUCTION

4. An asbestos survey needs to be performed on plumbing pipe insulation and other elements of the existing building. The city does not have a survey currently.
5. The city may have information for an existing topographic survey performed for flatwork and pavilion construction.
6. The group discussed some additional construction items:
  - a. Existing Drawings/Plumbing
    - i. Existing plumbing lines enter the building at the northwest side, there is another sewer line hook-up possible on the southwest side
  - b. Mechanical Upgrades (Unit Location likely on Southeast side)
  - c. Bronze front door & standing seam roof are new and put in by the city
  - d. Danny has discussed with Rob Gibson for looking at changing out existing signage in favor of digital signage
  - e. Doorways connecting storage to display areas should be able to fit an MT100 pallet jack through them



## ■ ACTION ITEMS

7. Parks and Recreation will ask the city which storage units they would require to stay in place.
8. BK will provide a proposal for design services to begin.
9. BK will continue moving forward with building survey and schematic design as discussed.

**Exhibit "B"**  
Hourly Rate Schedule

Brackett-Krennerich & Associates, P.A.

Effective April 7, 2025

---

Kyle Cook, Principal Architect.....	\$225.00 per hour
Todd Welch, Principal Architect .....	\$225.00 per hour
Katie Singleton, Project Architect .....	\$185.00 per hour
Steve Schoettle, Project Manager .....	\$165.00 per hour
Cody Springer, Intern Architect.....	\$135.00 per hour
Chris Ormond, Computer Drafter/BIM Operator (Level 1) .....	\$65.00 per hour
Stephan DeLange, Computer Drafter/BIM Operator (Level 2).....	\$85.00 per hour
Amanda Penn, Interior Designer (Level 2).....	\$100.00 per hour
Alex Poff, Construction Administrator.....	\$90.00 per hour
Lynlee Wilkins, Office Manager .....	\$90.00 per hour

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# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:095

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO APPROVE THE ATTACHED FEE PROPOSALS FOR ADDITIONAL SERVICES FOR THE EAST JOHNSON AVENUE (STATE HIGHWAY 91) SIDEWALKS & LANE RECONFIGURATION PROJECT

WHEREAS, Pickering Firm, Inc. was selected for the East Johnson Avenue (State Highway 91) Sidewalk & Lane Reconfiguration project;

WHEREAS, the City of Jonesboro desires to increase the project with the attached Fee Proposals in the amount of \$38,000.00 for Construction Bid Plans and \$76,361.00 for Construction Administration & Inspection Services; and,

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

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

Section 1: That the City of Jonesboro hereby accepts the attached Fee Proposals in the amount of \$38,000.00 for Construction Bid Plans and \$76,361.00 for Construction Administration & Inspection Services for the East Johnson Avenue (State Highway 91) Sidewalk & Lane Reconfiguration project.

Section 2. That funding for the execution of the fee proposals shall come from the Capital budget and compensation shall be paid in accordance with the fee proposals.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to accept these Fee Proposals and direct the Purchasing Agent to increase the Purchase Order amount.

June 24, 2025

Mr. Craig Light, P.E.  
Engineering Director  
City of Jonesboro  
300 S. Church  
Jonesboro, AR 72401

**Re: East Johnson Avenue (State Highway 91) Sidewalks & Lane Reconfiguration  
Additional Services – Construction Bid Plans  
Jonesboro, Arkansas**

Mr. Light:

Pickering Firm, Inc., herein known as Pickering (the “Consultant”), is pleased to submit this Scope of Work and Fee Proposal to the City of Jonesboro, herein known as the City (the “Client”), for providing Professional Engineering services for the development of the above referenced project. Our scope of services, schedule, and fee are shown below.

### **General Project Description**

Pickering was originally contracted to provide services that included the development of ARDOT permit drawings for the addition of sidewalks on East Johnson Avenue (Johnson) in two specific locations and to reconfigure the lane layout in one area. After numerous reviews, the permit drawings were completed and the City received the required ARDOT permit. The City previously planned to use City crews to complete the improvements, but has since decided only build part of the project in-house and bid out the remainder of the project. Revisions to the plans are required to expand the plan set to include necessary details and typical layout of a construction bid set and remove Site 1 from the bid set of plans. Site 1 is being constructed by the City. In addition to the above-mentioned changes, the permit plans went through numerous ARDOT reviews and requested revisions which was well beyond what was originally scoped. The reviews and changes requested required the production of plans well beyond that of permit plans originally scoped. Revisions are more specifically defined as follows:

### **Scope of Services**

#### ***East Johnson Avenue Sidewalks & Lane Reconfiguration – Construction Plans***

Pickering will provide the following tasks for the improvements to Johnson:

- Address numerous rounds of comments requested through ARDOT reviews which required additional analysis and plans production.

- Remove plan sheets and related details for Site 1 from the permit drawings. The bid set will only include Site 2 of the permit drawings. Revise all references to Site 1 or Site 2.
- Revise Signal details at Caraway Rd. to remove signal loops, as this intersection is controlled by cameras.
- Develop and include additional plan sheets
  - Title Sheet
  - Index
  - Specifications and General Notes
  - Erosion Control Details
  - Summary of Quantities
- Prepare an erosion control plan, including notes and details, for the project site. Project contour plans for staged construction of erosion control features are not included.
- A Stormwater Pollution Prevention Plan (SWPPP) will be produced. The disturbed area is greater than 1 acre but less than 5 acres. Project will qualify a small construction site.
- ARDOT details and technical specifications will be used.
- Prepare a Final Construction Cost Estimate.
- Prepare a Unit Bid Schedule for inclusion in the front end contract documents.
- The City will be responsible for front end contract documentation, advertising and bidding, and award of the project. Pickering will assist the City with the advertising and bidding process, as needed. Pickering will address contractor RFIs and assist with any addendums needed as a part of the bid process. Pickering will assist the City with review of all bids received, if needed.
- After reviews have been completed and addressed, Pickering will provide an electronic copy of the final plan set to the client in PDF format. CAD files can be made available upon request.

### **Items Specifically Excluded**

1. Environmental Permitting
2. Public or private utility plans
3. Construction inspection services (To be added with Supplemental Agreement)

### **Project Schedule**

Pickering will begin work as soon as the notice to proceed is received. Completion dates are flexible and will be coordinated with the City to ensure the project is not delayed. City desires to bid the project and be ready to start construction the first part of 2026.

### **Compensation for Basic Services**

We will invoice you monthly based on a percentage of actual work completed. We propose to complete the work in the scope of basic services with the fee basis noted below plus customer reimbursable expenses. No markup will be included for reimbursable expenses.

**East Johnson Avenue Sidewalks & Lane Reconfiguration – Construction Plans**  
**Lump Sum Fee ..... \$38,500.00**

***Additional Services***

If the City requires services beyond what is provided for in the scope of services listed above, said services can be performed based upon a negotiated lump sum fee agreed to by both parties. Additional services will only be performed after written authorization is received.

Please advise if further information is desired and do not hesitate to give me a call at (870) 336-0117 if you have any questions.

Sincerely,

**PICKERING FIRM INCORPORATED**

A handwritten signature in blue ink, appearing to read "Michael L. Foster", with a stylized flourish at the end.

Michael L. Foster, P.E.  
Project Manager

June 24, 2025

Mr. Craig Light, P.E.  
Engineering Director  
City of Jonesboro  
300 S. Church  
Jonesboro, AR 72401

**Re: East Johnson Avenue (State Highway 91) Sidewalks & Lane Reconfiguration  
Construction Administration & Inspection Services  
Jonesboro, Arkansas**

Mr. Light:

Pickering Firm, Inc., herein known as Pickering (the "Consultant"), is pleased to submit this Scope of Work and Fee Proposal to the City of Jonesboro, herein known as the City (the "Client"), for providing Professional Engineering services for the development of the above referenced project. Our scope of services, schedule, and fee are shown below.

### **General Project Description**

Pickering preformed the design and prepared the construction plans for the addition of sidewalks on East Johnson Avenue (State Highway 91) and to reconfigure the lane layout near University Loop Intersection. The City is preparing to advertise and accept bids for the construction of the project. The City is requesting Construction Administration and Inspection Services be performed to ensure contractor compliance with the plans and specifications. A more detailed description of anticipated services is shown below in the Scope of Services.

### **Scope of Services**

#### **Construction Administration & Inspection Services**

1. Pickering will prepare for and conduct the Preconstruction Meeting to review the plans, required work, express expectations, and resolve any questions that arise at the meeting. Pickering will prepare and distribute minutes of the meeting.
2. Pickering will review submittals provided by the contractor for compliance with the plans and specifications.
3. Pickering will prepare for and conduct project progress meetings, if needed. The meetings will be held to discuss recent progress, upcoming events in the schedule, and problems associated with the project. It is assumed the contract will last approximately 120 calendar days. For the purposes of this estimate, it is assumed there will be 4 progress meetings, if required.



4. Pickering will coordinate and process any change orders required. Pickering will negotiate prices for additional pay items with the contractor and coordinate acceptance of prices with the City. Pickering will prepare the final change order and submit to the City for final review, approval, and processing.
5. Contractor monthly progress payment applications will be submitted to Pickering for review and confirmation of work complete. Since full time inspection will not be provided, verifications will be based on field measurements, visual inspections, and records such as material tickets. Five progress payments (4 monthly and 1 final) were assumed for purposes of this estimate.
6. Pickering will provide inspection services based on daily site visits while the contractor is actively working on site for a visual inspection of work being performed and discussions with the contractor. Pickering will not be on-site full time but will be on site to perform critical point inspections such as the inspection of formwork prior to a concrete pour, to visually inspect paving operations conform to line and grade established in the plans, and other points during the construction that City staff or Pickering deem to warrant inspection prior to the contractor proceeding. Pickering personnel will inspect work that is in place for substantial conformance with the project plans and specifications. Pickering will coordinate with the selected contractor for critical point inspections. For this estimate construction is assumed to take 120 calendar days.
7. Pickering will document daily contractor operations, specific work being performed, and any other information to adequately record operations on site.
8. Pickering will perform erosion control inspections at a minimum of every 7 days or after a rain event. Deficiencies will be noted and the contractor notified of these deficiencies and required corrections.
9. Pickering will assist the City with close-out after project completion including final walk through and punch list completion.
10. Any Quality Assurance (QA) sampling and testing, if required, will be provided by the City or considered additional services.

#### **Items Specifically Excluded**

1. Full time field inspection
2. Material sampling & testing
3. Construction surveying or staking

#### **Compensation for Basic Services**

We will invoice you monthly based on actual work completed. We propose to complete the work in the scope of basic services with the fee basis noted below plus client reimbursable expenses. No markup will be included for reimbursable expenses.

A breakdown of the fee can be found on the attached manhour and fee estimate. The multiplier for this individual task order is 3.433 based upon an indirect cost rate of 205.87 percent plus 0.684 percent facilities capital cost of money (FCCM) (FY 2023) and a 12 percent fixed fee.

**East Johnson Avenue Sidewalks & Lane Reconfiguration – Construction Plans**  
**Cost plus Fixed Fee, NTE ..... \$76,361.00**

***Additional Services***

If the City requires services beyond what is provided for in the scope of services listed above, said services can be performed based upon a negotiated lump sum fee agreed to by both parties. Additional services will only be performed after written authorization is received.

Please advise if further information is desired and do not hesitate to give me a call at (870) 336-0117 if you have any questions.

Sincerely,

**PICKERING FIRM INCORPORATED**



Michael L. Foster, P.E.  
Project Manager

Enclosures: Justification of Fees and Costs

J:\Proposals\Taegtmeyer\City of Jonesboro\Johnson Ave Sidewalks Lane Reconfiguration CA Services\Johnson Ave Sidewalks\_Lane Reconfiguration CA Services.docx

**Justification of Fees and Costs**  
**East Johnson Avenue Sidewalks & Lane Configuration**  
**Construction Administration & Inspection Services**  
**City of Jonesboro, Arkansas**

Assumed contract time of 120 calendar days	Estimated Hours				Total Hours
	Project Manager	Senior Engineer	Engineer	Engineer Intern	
<b>Construction Administration</b>					
Preconstruction Conference	2		4	4	10
Material Submittals	0		24	24	48
Site Inspections (Daily)	2		80	320	402
Pay applications (1 per month)	2		5	5	12
Change Orders	2		16	8	26
Progress Meetings (1 per month), if needed	2		5	5	12
Close out Docs	1		8	8	17
Billing & Contract Admin.	2		8		10
					0
					0
					0
					0
					0
<b>Totals</b>	<b>13</b>	<b>0</b>	<b>150</b>	<b>374</b>	<b>537</b>

Labor Rates

\$ 64.00 \$ 64.00 \$ 53.00 \$ 36.00

Labor Cost \$ 832.00 \$ - \$ 7,950.00 \$ 13,464.00 **\$ 22,246.00**

Overhead **\$ 45,797.84**

**\$ 68,043.84**

Fixed Fee **\$ 8,165.26**

**\$ 152.16**

**\$ 76,361.26**

**Direct Costs:**

	Qty.
Mileage	0
Meals	0
Lodging	0
Postage	0
Reproductions: 8 1/2" x 11"	0
Reproductions: 11" x 17"	0
Reproductions: Full Size	0

**\$0.00**

**Total \$ 76,361.00**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:097

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**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, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2612 CRAWFORD, PARCEL 01-144273-02300, OWNED BY RANDY & ALEY CRAWFORD IN THE AMOUNT OF \$275

LEGAL DESCRIPTION: NE JB NETTLETON CITY

WHEREAS, RANDY & ALEY CRAWFORD, the owner of record, was properly notified of a code violation at 2612 Crawford, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on the 15th of May 2025 using city funds in the amount of \$275; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 2612 Crawford.



Office of Code Enforcement  
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

CRAWFORD RANDY & ALEY

PO BOX 16354

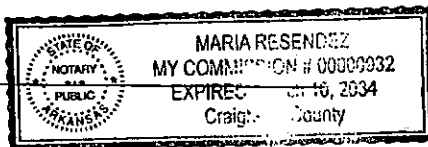
JONESBORO, AR 72403-6705

RE: 2612 CRAWFORD DR

I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 31<sup>st</sup> day of March, 2025.

Eric Schmett  
Jonesboro Code Enforcement

Subscribed and sworn before me the 31<sup>st</sup> day of March, 2025.

  
Notary Public

My commission expires: 10 March 2034



## ***Notice of Violation***

03/31/2025

CRAWFORD RANDY & ALEY  
PO BOX 16354  
JONESBORO AR 72403-6705

Case #: 251516

In regards to property located at: 2612 CRAWFORD DR, JONESBORO, Arkansas 72401

Our records show that you own the property listed above. We have observed that the property needs mowed and trimmed. Property needs to be mowed at least every two weeks. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 04/11/2025. If the issue is not corrected by the date listed, the City will send our contractor to mow and trim, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of [www.jonesboro.org](http://www.jonesboro.org)

Additionally, any owner/occupant shall be presumed to have notice for the violation of overgrown grass or weeds if the owner/occupant has received notice of the same violation within the same calendar year.

Section:

**30-5 Overgrown Grass, Weeds, Vines, or Low hanging Limbs**

**30-5 Unsightly or Unsanitary Conditions**

Call me direct at 870-273-2129 as soon as you receive this letter. Please read the last line of this letter very carefully.

Sincerely,

Blake Nichols  
Code Enforcement Officer  
P.O. Box 1845  
Jonesboro, AR 72403

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- |  |    |       |
|--|----|-------|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ | _____ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ | _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ | _____ |
| <input type="checkbox"/> Adult Signature Required            | \$ | _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | _____ |

Postmark  
Here

Postage

\$

**Total Postage and Fees**

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Crawford Randy & Aley  
PO BOX 16354  
Jonesboro AR 72403-6705<sup>91</sup>



9589 0710 5270 2238 0452 25



**CITY OF JONESBORO**  
**Code Enforcement**  
Request For Invoice

Date: 5-22-2025

To: Tosha Moss

Case #: 252586

Property Address: 2612 Crawford  
Jonesboro, AR 72401

APN# 01-144273-02300

Letter Sent on: 3-21-2025

Comply by Date: 04-11-2025

Date of Mowing Service: 05-15-2025

Need to send the following charges to this person.

Property Owner:  
CRAWFORD RANDY & ALEY  
PO BOX 16354  
JONESBORO, AR 72403-6705

<u>ITEMS</u>	<u>AMOUNTS</u>
Filing Fees	\$ 15.00
Admin Fees	\$ 200.00
Mowing	\$ 60.00
<hr/>	
Total	\$ 275.00

Thank you,

Eric Schmett  
Jonesboro Police Department  
Code Enforcement Division  
PO Box 1845  
Jonesboro, AR 72403





Office of Code Enforcement  
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

RANDY & ALEY CRAWFORD

PO BOX 16354

JONESBORO AR 72403

RE: 2612 CRAWFORD

I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 22nd day of May, 2025.

Eric Schmett  
Jonesboro Code Enforcement

Subscribed and sworn before me the 22nd day of May, 2025.

  
Notary Public

My commission expires: 10 March 2034



DATE	INVOICE NO
5/22/2025	0069425

<b>BILL TO</b>
Randy & Aley Crawford PO Box 16354 Jonesboro, AR 72403

DUE DATE
6/26/2025
DESCRIPTION

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
-------------	----------	----------------	--------	----------	--------	---------

PREVIOUS OUTSTANDING BALANCE 11,191.32

**Code Enforcement Charges:**

Filing Fee - 2612 Crawford	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 2612 Crawford	1.00	200.00	200.00	0.00	0.00	200.00
Mowing - 2612 Crawford	1.00	60.00	60.00	0.00	0.00	60.00

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

**INVOICE TOTAL: 275.00 0.00 0.00 275.00**

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Randy & Aley Crawford  
Customer No: 023540  
Account No: 0035631 - Code Enforcement Charges

DUE DATE	INVOICE NO
6/26/2025	0069425

**Please remit payment by the due date to:**

City of Jonesboro  
300 South Church Street  
PO Box 1845  
Jonesboro, AR 72403

Invoice Total: 275.00  
Discounts: 0.00  
Credit Applied: 0.00  
Ending Balance: 11,466.32

**INVOICE BALANCE: \$275.00**  
**AMOUNT PAID: \_\_\_\_\_**

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Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

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Postage

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Total Postage and Fees

\$

Sent To

Street and Apt. No. or PO Box No.

City, State, ZIP+4®

Randy & Alex Crawford  
PO Box 16354  
Jonesboro AR 72401

95



Office of Code Enforcement  
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Randy & Aley Crawford

PO Box 16354

Jonesboro, AR 72403

RE: 2612 Crawford

I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 27th day of June, 2025.

Eric Schmett  
Jonesboro Code Enforcement

Subscribed and sworn before me the 27th day of June, 2025.

  
Notary Public

My commission expires: 10 March 2034



Invoice# : 0069425

Case# : 252586

Notice Mailed Prior to 6/27/2025

Randy & Aley Crawford  
PO Box 16354  
Jonesboro, AR 72403

Subject: 2612 Crawford Parcel# 01-144273-02300

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 8/5/2025.

The Council Meeting is at 5:30pm in the Municipal Building Council Chambers located at 300 S. Church St.

You have the right to appear and contest this action.

Should you have any question about this process, please call the Code Enforcement Office at 870-933-4658.

Thank you

Scott Roper  
Director of Code Enforcement  
City of Jonesboro  
300 S. Church Street  
Jonesboro, AR 72401  
Phone: 870-933-4658

9589 0710 5270 2238 0471 82

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Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

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Postage

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Total Postage and Fees

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Sent To

Street and Apt. No. or P.O. Box No.

City, State, ZIP+4®

Handy & Aley Crawford  
PO BOX 16354  
Meriboro AR 72403

98



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:098

---

**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, TO  
PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 211 PINE, PARCEL  
01-144074-02600, OWNED BY REGINA STEELE IN THE AMOUNT OF \$315

LEGAL DESCRIPTION: HAYES SECOND ADDITION LOTS 37-38

WHEREAS, REGINA STEELE, the owner of record, was properly notified of a code violation at  
211 Pine, and refused to remove or correct the conditions identified by the code enforcement officer  
of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on the 13th of May 2025  
using city funds in the amount of \$275; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the  
cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 211 Pine.



Office of Code Enforcement  
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

REGINA STEELE

211 PINE ST

JONESBORO, AR 72401-11746

RE: 211 PINE

I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 22nd day of April, 2025.

Eric Schmett  
Jonesboro Code Enforcement

Subscribed and sworn before me the 22nd day of April, 2025.

  
Notary Public

My commission expires: 10 March 2034





## ***Notice of Violation***

04/22/2025

REGINA STEELE  
211 PINE ST  
JONESBORO AR 72401-11746

Case #: 251764

In regards to property located at: 211 PINE, JONESBORO, AR 72401

Our records show that you own the property listed above. We have observed that the property is very overgrown and needs to be mowed and kept maintained. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 05/01/2025. If the issue is not corrected by the date listed, the City will hire a contractor to mow the property, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of [www.jonesboro.org](http://www.jonesboro.org)

Additionally, any owner/occupant shall be presumed to have notice for the violation of overgrown grass or weeds if the owner/occupant has received notice of the same violation within the same calendar year.

Section:

**30-5 Overgrown Grass, Weeds, Vines, or Low hanging Limbs**

870-604-5579

Sincerely,

A handwritten signature in cursive script, appearing to read "Jessica Allred".

Jessica Allred  
Code Enforcement Officer  
P.O. Box 1845  
Jonesboro, AR 72403

9589 0710 5270 2238 0450 55

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- ☐ Certified Mail Restricted Delivery \$ \_\_\_\_\_
- ☐ Adult Signature Required \$ \_\_\_\_\_
- ☐ Adult Signature Restricted Delivery \$ \_\_\_\_\_

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Postage

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Total Postage and Fees

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Sent To

Street and Apt. No. or P.O. Box No.

City, State, ZIP+4®

Regina Steele  
211 Pine St  
Sonesboro AR 72401-1174 102



**CITY OF JONESBORO**  
**Code Enforcement**  
Request For Invoice

Date: 4-18-2025

To: Tosha Moss

Case #: 251764

Property Address: 211 Pine                      APN# 01-144074-02600  
   Jonesboro, AR 72401

Letter Sent on: 4-22-2025  
Comply by Date: 05-01-2025  
Date of Mowing Service: 05-13-2025

Need to send the following charges to this person.

Property Owner:  
REGINA STEELE  
211 PINE ST  
JONESBORO, AR 72401-11746

<u>ITEMS</u>	<u>AMOUNTS</u>
Filing Fees	\$ 15.00
Admin Fees	\$ 200.00
Mowing	\$ 60.00
<hr/>	
Total	\$ 275.00

Thank you,

Eric Schmett  
Jonesboro Police Department  
Code Enforcement Division  
PO Box 1845  
Jonesboro, AR 72403



Office of Code Enforcement  
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

REGINA STEELE

211 PINE ST

JONESBORO AR 72401

RE: 211 PINE

I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 22nd day of May, 2025.

Eric Schmett  
Jonesboro Code Enforcement

Subscribed and sworn before me the 22nd day of May, 2025.

  
Notary Public

My commission expires: 10 March 2034



DATE	INVOICE NO
4/18/2025	0069426

<b>BILL TO</b>
Regina Steele 211 Pine Street Jonesboro, AR 72401

DUE DATE
6/26/2025

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
-------------	----------	----------------	--------	----------	--------	---------

PREVIOUS OUTSTANDING BALANCE 0.00

Code Enforcement Charges:

Filing Fee - 211 Pine	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 211 Pine	1.00	200.00	200.00	0.00	0.00	200.00
Mowing - 211 Pine	1.00	60.00	60.00	0.00	0.00	60.00

INVOICE TOTAL: 275.00 0.00 0.00 275.00

If payment is not made within (30) days,  
the lien may be certified to Craighead  
County for collection on real estate  
taxes or City may pursue a  
judicial foreclosure in accordance  
with Ark. Code Ann. § 14-54-904.

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Regina Steele  
Customer No: 024845  
Account No: 0035973 - Code Enforcement Charges

DUE DATE	INVOICE NO
6/26/2025	0069426

Please remit payment by the due date to:

City of Jonesboro  
300 South Church Street  
PO Box 1845  
Jonesboro, AR 72403

If payment is not made within (30) days,  
the lien may be certified to Craighead  
County for collection on real estate  
taxes or City may pursue a  
judicial foreclosure in accordance  
with Ark. Code Ann. § 14-54-904.

Invoice Total: 275.00  
Discounts: 0.00  
Credit Applied: 0.00  
Ending Balance: 275.00

INVOICE BALANCE: \$275.00  
AMOUNT PAID: \_\_\_\_\_

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Extra Services & Fees (check box, add fee as appropriate)

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- ☐ Return Receipt (electronic) \$ \_\_\_\_\_
- ☐ Certified Mail Restricted Delivery \$ \_\_\_\_\_
- ☐ Adult Signature Required \$ \_\_\_\_\_
- ☐ Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage

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Total Postage and Fees

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City, State, ZIP+4®

Postmark  
Here



Office of Code Enforcement  
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Regina Steele

211 Pine St

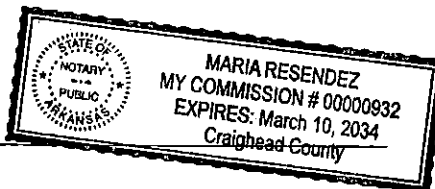
Jonesboro, AR 72401

RE: 211 Pine

I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 27th day of June, 2025.

Eric Schmett  
Jonesboro Code Enforcement

Subscribed and sworn before me the 27th day of June, 2025.

  
Notary Public

My commission expires: 10 March 2034



Invoice# : 0069426

Case# : 251764

Notice Mailed Prior to 6/27/2025

Regina Steele  
211 Pine St  
Jonesboro, AR 72401

Subject: 211 Pine Parcel# 01-144074-02600

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 8/5/2025.

The Council Meeting is at 5:30pm in the Municipal Building Council Chambers located at 300 S. Church St.

You have the right to appear and contest this action.

Should you have any question about this process, please call the Code Enforcement Office at 870-933-4658.

Thank you,

A handwritten signature in black ink, appearing to read "S. Roper", is written over the printed name "Scott Roper".

Scott Roper  
Director of Code Enforcement  
City of Jonesboro  
300 S. Church Street  
Jonesboro, AR 72401  
Phone: 870-933-4658



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Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$ \_\_\_\_\_  
☐ Return Receipt (electronic) \$ \_\_\_\_\_  
☐ Certified Mail Restricted Delivery \$ \_\_\_\_\_  
☐ Adult Signature Required \$ \_\_\_\_\_  
☐ Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

Postage

\$

Total Postage and Fees

\$

Sent To

Street and Apt. No., or PO Box No.

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Begina Steele  
214 Pine St  
Jonesboro AR 72401

109



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:099

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A TRANSIT SERVICE AGREEMENT WITH ARKANSAS STATE UNIVERSITY AND TO AMEND THE FY2025 BUDGET TO ALLOW FOR THE ADDITION OF FOUR FULL-TIME DRIVERS AND TWO FULL-TIME PARATRANSIT DRIVERS NECESSARY TO PROVIDE REQUESTED SERVICE LEVELS AS A PART OF THE AGREEMENT

WHEREAS, the City of Jonesboro seeks to enhance public transit services to better serve the citizens of Jonesboro and the Arkansas State University campus; and

WHEREAS, the City of Jonesboro and Arkansas State University have negotiated a contract that is mutually agreeable; and

WHEREAS, the contract outlines a 3 year term that establishes an annual fee of \$518,281.92 to be collected by the City of Jonesboro from Arkansas State University that will provide necessary funding for staffing, equipment depreciation, fuel cost and associated transit-related expenses; and

WHEREAS, a partnership between the City of Jonesboro and Arkansas State University will improve transit accessibility, reduce traffic congestion, and support sustainable transportation initiatives in the region; and

WHEREAS, in order to fulfill the obligations of the proposed transit service agreement with Arkansas State University and meet increased transit demands, the City of Jonesboro must add additional personnel, specifically four full-time drivers and two full-time Paratransit drivers; and

WHEREAS, the City of Jonesboro finds it necessary to amend its FY2025 budget to accommodate the salaries, benefits, and associated costs of the additional full-time transit staff positions.

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

SECTION 1. The Mayor or his designee is hereby authorized to enter into a transit service agreement with Arkansas State University, subject to review and approval by the City Attorney.

SECTION 2. City of Jonesboro's [FY 2025] JETS budget will be amended by \$259,000 for revenue contracted to be received and respective operational expenses to include funding for four (4) full-time driver positions and two (2) full-time Paratransit driver positions, including salaries, benefits, and related operational expenses.

### **Contract for Provision of Public Transportation Services**

This contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the CITY OF JONESBORO, ARKANSAS, a Arkansas municipal corporation ("CITY") and ARKANSAS STATE UNIVERSITY - JONESBORO, an Arkansas public university ("University").

In consideration of the mutual promises contained in the contract, the parties agree as follows:

1. The City operates a public transportation service in Jonesboro and Jonesboro Economical Transit (JETS) is a department within the City of Jonesboro.
2. The City and the University desires to enter into a 3-year all-inclusive pilot program that would include any future upgrades. Data collection and analysis will be on-going with a decision to renew/discontinue occurring 6 months prior to the end of this agreement.
3. The services under this contract starts August 16, 2025 through August 15, 2028 with regular schedule Monday to Friday and limited stops on Saturday. See Exhibit I for scheduled stops on University Campus.
4. For the City's provision of public transportation Service on JET the University shall pay the City annually \$518,281.92. This sum shall represent the University's payment for the local share of the operating costs of the system. The sum shall be paid in four (4) equal installments, with the first payment due on or before August 15, the second due on or before November 15, the third due on or before February 15 and the final due on or before May 15 of each fiscal year of this contract.
5. The University shall not have any title or interest in capital or other property of JET and the University's sole rights in the JET shall be the contract rights as specified in this contract.
6. The University will own any bus stops paid by the University for the purposes of bus stops under this contract. The University will be responsible the cleaning and maintaining these structures.
7. The City shall use the funds paid by the University pursuant to this contract for the purposes of paying expenses incurred by the City in the establishment, operation, maintenance, or improvement of the JET system. The City will account for the annual operating expenses of JET.
8. The City agrees to charge no fare to any full-time or part-time student or of the following institutions:
  - Arkansas State University – Jonesboro
  - New York Institute of Technology College of Medicine

A valid identification must be presented upon boarding. Fare-free rides are provided at any regularly schedule stop.

9. JET currently provides 9 fixed route bus spots on the University campus and one will-call stop.
  - Fowler Center
  - Campus Police
  - Bookout Plaza
  - ROTC
  - Marian Berry and H.P.E.S.S.
  - Aggie/Azalea
  - North Park Plaza
  - The Yard and Marion Berry
  - Embassy Suites

- Student Union (Will-Call)
10. The City, in operating JET, shall provide at minimum:
- A service schedule cognizant of the class schedule of the University and including times when students, faculty and staff need to travel, insofar as possible.
  - A route system covering the campus, major student residential areas, and other areas where students, faculty and staff need to travel, insofar as possible.
11. Future Plans
- A fifth route affecting the University is in the planning stages to happen soon.
  - An expansion beyond football to other sporting events, conventions, concerts, plays, art shows and other events to be mutually agreed upon.
  - Additional stops at College of Agriculture, Jonesboro Municipal Airport and Farmers Market.
  - Creation of On-Campus Transfer Center.
12. Notwithstanding any other provision of this contract, the City or the University may terminate this contract upon ninety (90) days' written notice to the other.
13. City of Jonesboro JET shall not be in default of any provisions of this agreement for failure to performed where such failure is due solely to strikes, walk-outs, civil insurrections or disorders, orders of civil authorities, acts of God, or for any other cause or causes beyond the control of the City of Jonesboro. In the event that service is substantially disrupted for a period in excess of three (3) days (72 hours) during the period in which service has been offered the set fee owed by the University shall be reduced by the prorated daily amount of the value of the hours missed.
14. Any request, notice or other communication under this Contract must be in writing and delivered personally or by messenger, private mail, courier service, facsimile sent by registered, certified mail, return receipt requested, or postage prepaid as follows:

To ASU

Office of Finance and Administration  
Administration Building  
Arkansas State University  
Jonesboro, AR 72467

To City

Jonesboro Economical Transit  
P.O. Box 1845  
Jonesboro, AR 72403

IN WITNESS WHEREOF, the parties have respectively signed this contract by their duly authorized officers as of the date and year first written above

**ARKANSAS STATE UNIVERSITY**

**CITY OF JONESBORO**

By: \_\_\_\_\_

Russ Hannah, Vice Chancellor

By: \_\_\_\_\_

Harold Copenhaver, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# EXHIBIT 1

## NEW ROUTES AND SCHEDULED STOPS



**EXHIBIT 2**

**JETS BUDGET PROPOSAL**

Jonesboro Econimical Transit (JETS)  
Arkansas State University - Jonesboro Public Transportation Services  
Proforma

	Year 1	Year 2	Year 3
Revenue			
Annual Services Contract	\$ 518,281.92	\$ 518,281.92	\$ 518,281.92
Total Revenue	\$ 518,281.92	\$ 518,281.92	\$ 518,281.92

Expense			
Dedicated ASU Route (2 Fixed Weekday)	\$ 518,221.38	\$ 518,221.38	\$ 518,221.38
Total Expense	\$ 518,221.38	\$ 518,221.38	\$ 518,221.38
Net Surplus	\$ 60.54	\$ 60.54	\$ 60.54

Current System Existing Route Analysis	
Current System Route Coverage Hours	41,444
System Budget	\$ 2,710,121
System per hour route coverage cost	\$ 65
Additional 20% Cost Factor	\$ 78

ASU Route Coverage Analysis	
Weekday (# of Routes)	2
Saturday (# of Routes)	-
Weekday (hours/route)	13
Saturday (hours/route)	-
Weekday (# - exclude 6 Holidays)	254
Saturday (#)	-
ASU Route (Total hours)	6,604
ASU Route Estimated Coverage Hours	6,604
System per hour Estimated Cost	\$ 78
ASU Route Estimated Cost	\$ 518,221



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:100

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. TO ADD THE RADIO MANAGEMENT CLOUD HOSTED SUBSCRIPTION TO THE CITY OF JONESBORO SYSTEM FOR JONESBORO EMERGENCY SERVICES

WHEREAS, the City of Jonesboro, Arkansas and Motorola Solutions, Inc. desire to enter into an agreement for Motorola Solutions, Inc. to provide Radio Management Cloud Hosted services to the Jonesboro P25 system for use on the State of Arkansas's Wireless Information Network (AWIN); and

WHEREAS, funding for this Agreement is already allocated in the FY2025 budget; and

WHEREAS, said agreement is attached hereto and the terms set out therein;

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

1. The City of Jonesboro approves the Agreement with Motorola Solutions, Inc. to provide Radio Management Cloud Hosted services to the Jonesboro P25 system for use on AWIN. That the term of the Agreement shall be for a period of three years with the option to extend at the end of the initial term. All other details of the agreement, including the scope of services to be provided, are set out in the attachment.
2. The Mayor, Harold Copenhaver and City Clerk, April Leggett are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.





**MOTOROLA SOLUTIONS**

**City of Jonesboro, AR**

# **Radio Management Cloud Hosted**

June 16, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola.

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Motorola Solutions, Inc.  
500 W Monroe Street, Ste 4400  
Chicago, IL 60661-3781 USA



June 16, 2025

Travis Williams  
City of Jonesboro  
2212 Brazos St.  
Jonesboro, AR. 72401

Subject: Radio Management Cloud Hosted

Dear Mr. Williams,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the City of Jonesboro (Customer) with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To meet the functional and operational specifications of this solicitation our solution includes a combination of hardware, software, and services. Specifically this solution provides will add a Radio Management Cloud Hosted solution to the City of Jonesboro P25 system for use on the AWIN Network.

The products and services shall be provided under the terms and conditions of the Sourcwell contract # 042021-MOT and its applicable Motorola Solutions Customer Agreement (MCA). This proposal shall remain valid until August 15, 2025. You may accept the proposal by delivering to Motorola the signed Agreement and Purchase Order referencing the Sourcwell contract # 042021-MOT and this proposal. Any questions may be directed to your Motorola Account Executive, Phillip Jackson, at (870) 329-9509.

We thank you for the opportunity to furnish the City of Jonesboro with "best in class" solutions, and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in black ink that reads 'Chuck Jones'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Chuck Jones  
Area Sales Manager  
AR, LA, MS

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## Section 1

# System Description

## 1.1 System Overview

In response to the City of Jonesboro's (Customer) request, Motorola Solutions, Inc. (Motorola Solutions) is pleased to present the following proposal to add Radio Management Cloud Hosted to the City of Jonesboro P25 system for use on the State of Arkansas's Wireless Information Network (AWIN).

The Radio Management (RM) solution allows the County Radio administrator to send batch programming jobs through various media to reach all the subscribers in the fleet. This solution is designed to meet the needs described by the fleet manager and does not require the maintenance of a on premise RM server. The Radio Management Cloud hosted subscription is per subscriber ensuring pricing is based directly on the size of the City of Jonesboro's fleet. This solution will meet the current programming needs of the City of Jonesboro and is scalable to meet future capacity needs. Additional features and subscribers can easily be added to the subscription ensuring downstream system support.

The proposal includes the following:

- **(3) Years Radio Management Cloud Hosted Subscription**
- **(400) Radio Management Software Licenses (Online)**
- **(1) Radio Management Setup and Installation**
- **(1) Radio Management Training (Virtual)**
- **(1) Radio Management Laptop**
- **(1) Device Programmer**
- **(2) Programming Cables**
- **(4) APX 8000 TDMA and/or Wi-Fi Flash Upgrades**
- **(210) APX 6000 TDMA and/or Wi-Fi Flash Upgrades**
- **(158) APX 6500 TDMA and/or Wi-Fi Flash Upgrades**

## 1.2 Radio Management Cloud Hosted Overview

Radio Management (RM) comprises a suite of software applications that allows City to efficiently program and manage their fleet of APX radios with programming over multiple different connection methods (Directly, Wi-Fi, or LTE. This fleet management expansion of the City Programming Software

## Radio Management Cloud Hosted

(CPS) solution uses a centralized SQL database in order to manage templates, configurations, Firmware, Voice Announcements, and Language Packs. The centralized SQL database can assign shared data to multiple radios, and allows for search, sort, and grouping functionality.

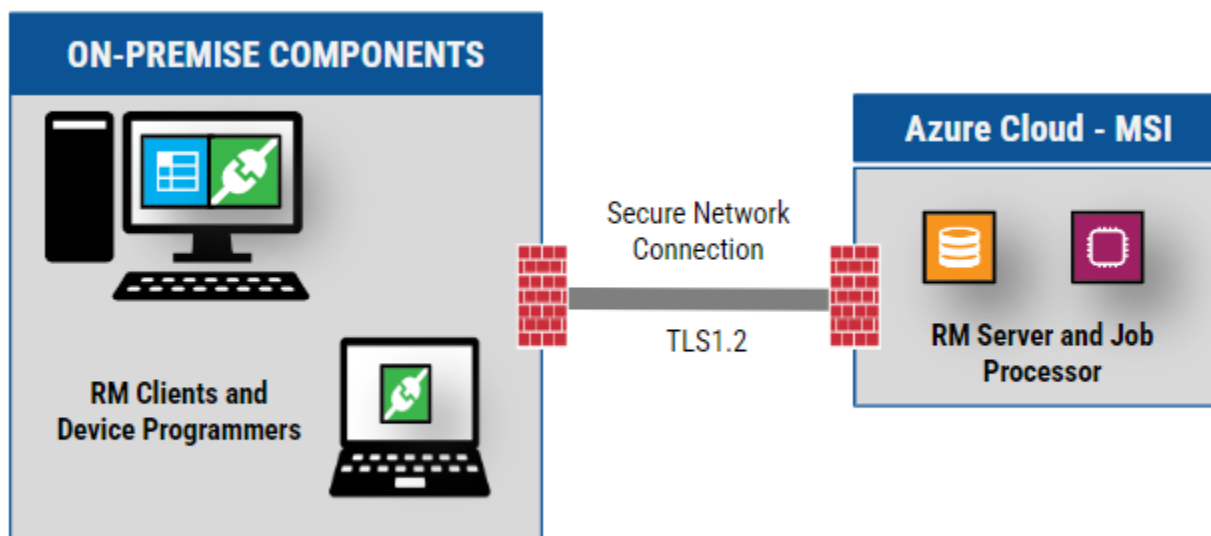


Figure 1: Radio Management Cloud Hosted Solution Overview

## 1.3 Hardware Specifications

Jonesboro can provide equipment for the Radio Management System. The minimum technical specifications for the required hardware are listed in Table 1. Hardware provided must meet these technical specifications.

Note: The installation of Radio Management is not supported in a virtual machine environment. A physical server must be supplied for the Radio Management and Job Processor Servers.

Device	Device Type	CPU Cores	RAM	Operating System	Hard Drive Capacity	Hard Drive Type	SQL Supported
Device Programmer	Desktop or Laptop	4	4 GB	Windows 10	250 GB	N/A	N/A
RM Client	Desktop or Laptop	4	4 GB	Windows 10	250 GB	N/A	N/A

\*SAS HD with 2 TB unusable space for Data, QUAD NIC, Supports RAID 5

Table 1: Minimum Hardware Specifications



**Section 2**

# Statement of Work

The document delineates the general responsibilities between Motorola and the City of Jonesboro as agreed to by contract.

## 2.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Install the Motorola-supplied equipment described above.
- Schedule the implementation in agreement with the City of Jonesboro.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide specifications for the appropriate system interconnects.

## 2.2 City of Jonesboro Responsibilities

The City of Jonesboro will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General City of Jonesboro responsibilities include but are not limited to the following:

- Provide an internet connection of at least 5 Mbps for the Radio Management Cloud server connection. Connection to the server is via a Static IP provided post on-boarding. The following ports will need to be opened on the City of Jonesboro's IT network:
  - HTTPS Port 443
  - TCP Ports 3416, 49202, 49205-49210, 50003, 51020-51030, 65534
- Provide and configure a Local Area Network (LAN) which will host the Motorola Solutions provided Radio Management Client PC and connect to the Radio Management Cloud server.
- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for project as required.
- Provide required system interconnections.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment before delivery to the site(s).
- Coordinate the activities of all City of Jonesboro's vendors or other contractors.

## 2.3 Assumptions

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. Motorola Solutions will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions. Alternate solutions required may impact the work effort and/or schedule constituting a change order.

- No radio programming has been included in this proposal. All radio programming will be the responsibility of the City of Jonesboro.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of City of Jonesboro.
- Any required system interconnections not specifically outlined here will be provided by City of Jonesboro.
- Assumes adequate rack space for all new Radio Management hardware at the City of Jonesboro's proposed location. No equipment racks have been included.
- The equipment location will have electrical and HVAC capacity to support the proposed equipment as well as meet Motorola's R56 Standards.
- This proposal assumes the City of Jonesboro has networking capacity to support the proposed equipment.
- No PC accessories have been included in this proposal. It is assumed that the City of Jonesboro will provide their own PC accessories for the Radio Management Client / Device Programmer. (i.e. Monitor, Keyboard, and Mouse)
- The City of Jonesboro can provide their own Windows 10 machines for the Radio Management Device Programmer and Client OR to add additional Device Programmers and Clients in the future as long as they meet the specifications for the Radio Management application and the City of Jonesboro is willing to take responsibility for the installation and management of the applications. Motorola Solutions has included (1) Client PC hardware desktop as part of this proposal for simplicity and reduced integration time.
- All Radio Management subscriber features require the radio programmer to physically program updates into the radio at least once.
- Additional features such as digital operation and Integrated Voice and Data (IV&D) could also be required if the radio does not already contain those features.
- WIFI programming is not included in this proposal but can be added as a feature once Radio Management is deployed.
- No spare equipment has been included.
- No recurring internet service provider costs have been included in this proposal. Any recurring service provider costs will be the responsibility of the City of Jonesboro.
- No civil or architectural engineering services have been included in this proposal.
- Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment



**Section 3**

# Service/Warranty

Motorola Solutions will provide warranty services for a period of 12 months per our standard warranty terms and conditions as outlined within the Motorola Customer Agreement (MCA) within this proposal.

**Section 4**

# Preliminary Project Schedule

This section lists the preliminary project schedule for the proposed project.

The project schedule details the projected timeline for completing the required tasks to successfully implement the new communications system. During the Contract Design Review meeting, following contract award, Motorola's Project Manager will present a baseline project schedule to the City of Jonesboro based upon knowledge and timeline goals learned during meetings. The baseline schedule will be updated regularly during project implementation and provided to the City of Jonesboro's Project Manager in an agreed-upon format. Motorola and the City of Jonesboro will work together to identify all project responsibilities for the successful completion of the project.

Motorola intends to complete the project as efficiently as possible, in the interest of all parties. The Public Safety project schedule presented with this proposal is based on a 6 month implementation. The start date is based on the availability and readiness of shelters and towers at the proposed sites as the Customer is responsible for all tower space availability and shelters per R56 standards. In addition, any communications or fiber backhaul provided by the Customer must be in place.

## Preliminary Project Schedule

Date	Milestone
Within 30 days	Contract Design Review (CDR).
Months 2-4	Equipment Manufacturing.
Months 5-6	Installation, Optimization, Testing, ATP, Cutover, and Final Acceptance.

## Section 5

# Pricing and Payment Terms

Description	Price (\$)
Equipment	\$226,586.00
Implementation and Warranty Services	\$152,971.00
<b>Subtotal</b>	<b>\$379,557.00</b>
<i>Sourcewell Contract Discount</i>	<i>(\$38,486.00)</i>
<b>Subtotal System</b>	<b>\$341,071.00</b>
<b>Estimated Tax</b>	<b>\$28,991.03</b>
<b>Total System</b>	<b>\$370,062.03</b>

This proposal is subject to the terms and conditions of Motorola Solutions' Sourcewell Contract and this pricing is valid through August 15, 2025.

## Payment Milestones

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

## System Purchase

1. **50% of the Contract Price due upon contract execution (due upon effective date);**
2. **50% of the Contract Price due upon Final Acceptance.**

Motorola reserves the right to make partial shipments of equipment and to invoice upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations completed on a site-by-site basis, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price.

## Section 6

# Contractual Documentation

Pursuant to Section 6, subsection B of the Sourcewell Contract Number 042021-MOT, the following additional terms and conditions apply to this offering.

## Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Public Safety Equipment, Products and Services; and

WHEREAS, Sourcewell (“Sourcewell”), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell’s cooperative purchasing contracts (“Participating Entities”); and

WHEREAS, on July 4, 2021, Sourcewell and Motorola entered into a contract identified as 042021-MOT, which provides that Participating Entities (including Customer) may purchase radio communications equipment from Motorola pursuant to certain terms contained therein (the “Contract”); and

WHEREAS, pursuant to Article 6.B of the Contracts, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of Public Safety Equipment, Products and Services offered by Motorola to the Customer.

### 1. Agreement.

- 1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

### 2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

**“Communications System”** is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

**“Contract Price”** or **“Fees”** means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

**“Confidential Information”** means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

**“Customer Data”** has the meaning given to it in the DPA.

**“Customer-Provided Equipment”** means components, including equipment and software, not provided by Motorola which may be used with the Products.

**“Data Processing Addendum”** or **“DPA”** means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

**“Documentation”** means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

**“Equipment”** means hardware provided by Motorola.

**“Equipment Lease-Purchase Agreement”** means the agreement by which Customer finances all or a portion of the Contract Price.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

**“Integration Services”** means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

**“Licensed Software”** means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

**“Lifecycle Management Services”** or **“LMS”** means upgrade services as set out in the applicable Proposal.

**“Maintenance and Support Services”** means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

**“Motorola Data”** means data owned by Motorola and made available to Customer in connection with the Products;

**“Motorola Materials”** means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another

party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

**“Non-Motorola Materials”** means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

**“Proposal”** means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a “Payment” Form (Communications System purchase only); or a “System Acceptance Certificate” (Communications System only), depending on the Products purchased by Customer.

**“Products”** or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as “Products”, or individually as a “Product”).

**“Professional Services”** are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

**“Prohibited Jurisdiction”** means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

**“Services”** means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

**“Service Completion Date”** means the date of Motorola’s completion of the Services described in a Proposal.

**“Service Use Data”** has the meaning given to it in the DPA.

**“Site”** or **“Sites”** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

**“Software-as-a-Service”** or **“SaaS”** means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

**“Software System”** means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

**“Subscription”** means a recurring payment for Products, as set out in the Proposal.

**“Subscription Services”** or **“Recurring Services”** means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

**“Term”** means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

### 3. Products and Services.

- 3.1. **Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

### 3.2. Services.

- 3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.
- 3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).
- 3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.
- 3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.
- 3.2.5. Professional Services
- 3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.
- 3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:  
[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)  
[Drone related Products](#)  
[Comparison Manager](#)  
[Data licensed from Motorola](#)
- 3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.
- 3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.



- 3.8. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.
- 4. Term and Termination.**
- 4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.
- 4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.
- 4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.
- 4.5. Wind Down of Subscription.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.



**4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

**4.7. Equipment.** In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

## **5. Payment, Invoicing, Delivery and Risk of Loss**

**5.1.** The Contract Price of \$341,071.00, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

**5.2. Fees.** Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

**5.3. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

**5.4. Invoicing.** Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

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- 5.5. Payment.** Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products if Customer fails to make any payments when due.

- 5.6. INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:

Customer Account Number: \_\_\_\_\_  
Customer Accounts Payable Email: \_\_\_\_\_  
Customer CC (optional) Email: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Customer may change this information by giving written notice to Motorola.

- 5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

- 5.8. Delays.** Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

**5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

**5.10. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

## **6. Sites; Customer-Provided Equipment; Non-Motorola Materials.**

**6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

**6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

**6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

**6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

**6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such

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Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

- 6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

## 7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide

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the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

- 7.4. SaaS.** SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 7.6. Motorola Warranties - Equipment.** Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS.** NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.



## 8. Indemnification.

- 8.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.
- 8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1.** If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).
- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.
- 8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused

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by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## 9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

## 10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

## 11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola

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Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the [DPA](#).
- 11.3. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.4. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

## **12. Acceptance**

- 12.1. Communications System Acceptance.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with Beneficial Use deemed to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

## **13. Force Majeure; Delays Caused by Customer.**

- 13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.
- 13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable



extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

**14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

**14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

**14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

**14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

**15. General.**

**15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

**15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect,

## Radio Management Cloud Hosted

as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

**Motorola Solutions, Inc.****Customer: City of Jonesboro, AR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_