



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, May 30, 2023

4:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

3. Approval of minutes

[MIN-23:048](#) Minutes for the Finance Committee Meeting on May 9, 2023

Attachments: [Minutes](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-23:096](#) A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2023 AMERICORPS VISTA PROGRAM GRANT FROM THE NATIONAL CORPORATION OF COMMUNITY SERVICE

Sponsors: Grants

[RES-23:097](#) A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2024 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FROM THE ARKANSAS STATE POLICE

Sponsors: Grants and Police Department

[RES-23:098](#) A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ACCEPT AND TO ENTER INTO AN AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE EXECUTION OF THE FY2018 SECTION 5307, FTA FORMULA GRANT, FOR THE JONESBORO ECONOMICAL TRANSIT SYSTEM (JET)

Sponsors: Grants, JETS and Finance

[RES-23:099](#) A RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE THE 2023-2024 CDBG ACTION PLAN THAT INCLUDES THE 2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS, ACTIVITIES AND BUDGET

Sponsors: Community Development and Grants

RES-23:100 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE AGREEMENT AND ENTER INTO AN AGREEMENT WITH BRACKETT KENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL SERVICES

Sponsors: Engineering, Mayor's Office and Police Department

Attachments: [Agreement - Congress Cove Building](#)

RES-23:101 A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND ACCEPT THE BID AUTHORIZING PURCHASE OF TWO NEW VEHICLE FOR THE TRANSIT DEPARTMENT (JET)

Sponsors: JETS and Finance

Attachments: [BUS_ORDER_05192023](#)

5. Pending Items

RES-23:087 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ACCEPT AND TO ENTER INTO AN AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE EXECUTION OF THE FY2018 SECTION 5307, FTA FORMULA GRANT, FOR THE JONESBORO ECONOMICAL TRANSIT SYSTEM (JET)

Sponsors: Grants, Finance and JETS

Legislative History

5/9/23	Finance & Administration Council Committee	Postponed Temporarily
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6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-23:048

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Minutes

Minutes for the Finance Committee Meeting on May 9, 2023



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, May 9, 2023

4:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

Councilmember David McClain entered Council Chambers at 4:02 p.m. and was not present for Roll Call and MIN-23:044, but he was in attendance starting with ORD-23:021 through the remainder of the meeting.

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

Absent 1 - Ann Williams

3. Approval of minutes

[MIN-23:044](#)

Minutes for the Finance Committee Meeting on April 25, 2023

Attachments: [Minutes](#)

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

Aye: 4 - Charles Coleman; John Street; Brian Emison and Anthony Coleman

Absent: 2 - Ann Williams and David McClain

4. New Business

ORDINANCES TO BE INTRODUCED

[ORD-23:021](#)

AN ORDINANCE TO UPDATE CITY OF JONESBORO PURCHASING GUIDELINES TO REFLECT AMENDMENT TO STATE OF ARKANSAS LEGISLATIVE PURCHASING PROCEDURES

Sponsors: Finance

Attachments: [ACT435 2021](#)

Chairman Joe Hafner said, before I open up the floor to the committee for questions, I did have a few questions regarding this change. I don't know if Steve wants to come up to the podium. Just before we get into discussion about this, I just had a few questions. I'll give them to you, and you can address them as you see fit. One of my

first questions is the reason for the change other than to get in line with the state. What challenges do the purchasing guidelines as we have them nowadays present? Will these changes allow us to operate more efficiently? Will checks and balances still be in place to protect the city? Will any other ordinances be impacted by these changes such as our professional services guidelines?

Director of Finance Steve Purtee approached the podium and said, those are all really good questions. Just to kind of give a little background on this, the state of Arkansas updated this in mid '21 through their regular legislative session. Our current ordinance has been on the books since 2011. That is twelve years ago since these have been updated. So we thought we would take this opportunity to kind of look at this and think about some of the benefits and some of the concerns regarding this. I think there is a really important point to make here that this does not impact funding. This is only contractual purchasing and those types of things. Funding, budgeting, or appropriating is a process that we handle with the passage of our budget and also through any other amendments to the budget, that type of thing. So this does not open the door up for anything other than addressing the approval level relative to a purchase or issuing a contract in that. I think that was really important to point out.

Some of the benefits of this, in a sense, we're taking the low end of the spectrum and we are increasing that from 1000 to 2000. Obviously that will provide our managers the ability to move more efficiently in their departments for purchases on the small side of the window there. It should facilitate ongoing purchasing that is occurring currently through local vendors, and we hope to promote that further to keep that in a local. Currently, a manager will go through the process of identifying competitive bids or telephone bids in most cases for those small purchases. This will just allow them to move further on through that process and keep that locally as well. Some of those are internet bids as well, so we think that it will assist in that regard. Relative to ongoing maintenance of equipment, you can see we specifically identified that in this ordinance. That is a new part to this ordinance. It was not in the original. Again, with the thinking that whenever sanitation maintenance worker performs just an ongoing brake job on a maintenance truck or street equipment, those types of things, those expenditures are well over a thousand dollars at this point in time. It requires them to stop their process to go through the action of securing the pricing support and then submitting that to city hall for the purchasing agent to work through that, get the mayor's approval and go on through that process. So we are hopeful that it will expedite that process as well. Obviously that should allow us to be quicker on addressing our equipment needs, getting those back on the road, back in service, those types of things. When you start looking at some of the details of this on that low end of the spectrum, that 1000 to 2000 level, and also the ongoing maintenance, that represents about 180 purchase orders that we issued in 2022 of our 650 total. So that represents about 30% of our volume; but when you look at the dollar volume, it's only about \$360,000, which is about one and a half percent of our total PO's issued. We issued \$28 million in PO's last year. So we are saying that there is a very small window there that we are doing a lot of manpower, a lot of work on trying to control that. The other part of that is of that 180 PO's, about 75% of those are in the \$1000 range. So we're saying that there would be considerable manpower savings in that regard. You know, we are spending a lot of time on a very small percentage of that. Anything over \$2000 is not going to change relative to its approval authority. It's still going to go through the purchasing agent. It's still going to go to the mayor's office. His office will provide their approval on it as well. Then it comes back to the finance department for review by my position. Then through the payment process or accounts payable clerk will look at that as well. Our finance manager looks at it also, so it still gets quite a few sets of eyes relative to that.

When you think about the other end of the spectrum, going from 20,000 to 35,000, and that is basically where we are today. In 2022, we issued \$1.5 million in purchase orders between 20,000 and 35,000. So again, one and a half million is about 5% of that total we issued last year. Again, the city council, even after the passage of this ordinance, will still approve over 85% of all our purchase orders or contracts, purchasing in that regard. A key point again is it has nothing to do with budgeting. That budgeting process happens absent and separate from this process as well. That is some of the overview. It's a lot of numbers, but I am trying to address any questions that you might have.

Councilmember John Street asked, on those under 2000, will supervisors still have to approve that? Director Steve Purtee said, yes, sir. The department manager approves that through their office as well, and then it will come over to the accounts payable department. Our accounts payable specialist looks at it, sets it up for presentment through the AP process. It's also reviewed by our finance manager as well. So it still gets three sets of eyes before anything. Councilmember John Street said, yes, I just wanted to make sure it wasn't just the guy working on the truck ordering a part. Thank you.

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

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

Absent: 1 - Ann Williams

RESOLUTIONS TO BE INTRODUCED

[RES-23:079](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO APPLY FOR THE FY2023 COPS (COMMUNITY ORIENTED POLICING SERVICES) HIRING PROGRAM THROUGH THE U.S. DEPARTMENT OF JUSTICE

Sponsors: Grants and Police Department

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

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

Absent: 1 - Ann Williams

[RES-23:084](#)

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC.FOR THE RESTROOM AND CONCESSION STAND FOR JOE MACK CAMPBELL PARK (2023:11)

Sponsors: Engineering and Parks & Recreation

Attachments: [Bid Tab](#)
[Contract Documents 2023 11](#)

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

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

Absent: 1 - Ann Williams

[RES-23:085](#)

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO UTILIZE FEDERAL-AID RECREATIONAL TRAIL PROGRAM (RTP) FUNDS; AND, AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY23 RECREATIONAL TRAIL PROGRAM (RTP) THROUGH THE ARKANSAS DEPARTMENT OF TRANSPORTATION

Sponsors: Grants, Parks & Recreation and Finance

Attachments: [RES-23.085 Budget Attachment1](#)
[RES-23.085 Budget Attachment2](#)

Councilmember Dr. Anthony Coleman said, I have a question. So, I've never heard of Lacy Park, and I was trying to figure out where that is. Chairman Joe Hafner said, I asked that question yesterday of Mr. Kapales. It's the 72 acres next to Joe Mack. That would be like if you're going down Dan Avenue before you get to Joe Mack, where there is a stoplight and a partial road, that's where the Lacy Park is. I asked for a picture too. Councilmember Dr. Anthony Coleman said, this has not been developed? Chairman Joe Hafner said no. Councilmember Dr. Anthony Coleman said, and they are trying to develop it into this trail? Chairman Joe Hafner said right. Councilmember Dr. Anthony Coleman said, that was all I had. Chairman Joe Hafner said, and the reason it's called Lacy Park is, I believe the land was purchased from the Lacy's. Councilmember David McClain said, so this is just a trail around the park itself. Chairman Joe Hafner said, yes. This is just a soft surface trail. I don't know if Craig or Tony can talk more about that. Councilmember David McClain said, so I'm confused. We've got a street coming into it, but we're going to have a trail that crosses it? Chairman Joe Hafner said, it's kind of like a Shelby Farms type trail. Councilmember David McClain said, but you've got a street coming into it. So am I going to be able to drive into it, or am I going to go to Craighead Forest?

Engineering Director Craig Light approached the podium and said, it's at Joe Mack Campbell Park. Councilmember David McClain said, not Craighead Forest. That's what I meant. Director Craig Light said, you will park in the parking lot at the soccer fields and walk over to it or park at the maintenance shop. But it is currently used by cross country teams. So the idea is it's going to be a cross country track for local schools to hold cross country events. So they are currently using the property for that, but this will upgrade that trail system. Two laps around will be a 5k race for them. There is a low area that will be a boardwalk that they will run across, so there are some improvements to make it more usable and more competitive and to be able to host cross country events for the schools. Then, of course, the general public can go out there and do trail runs as well. But it's a twelve foot wide soft surface trail. 1.55 miles, I think is the loop if I remember correctly.

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

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

Absent: 1 - Ann Williams

[RES-23:086](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ACCEPT AND TO ENTER INTO AN AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE EXECUTION OF THE FY2020 SECTION 5339, FTA FORMULA GRANT, FOR THE JONESBORO ECONOMICAL TRANSIT SYSTEM (JET)

Sponsors: Grants, Finance 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: 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:087](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ACCEPT AND TO ENTER INTO AN AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE EXECUTION OF THE FY2018 SECTION 5307, FTA FORMULA GRANT, FOR THE JONESBORO ECONOMICAL TRANSIT SYSTEM (JET)

Sponsors: Grants, Finance and JETS

Councilmember Dr. Anthony Coleman said, yes sir, I have a question, Chairman. Is this a typo under the first whereas? The amount of \$214,189 and then the second one remaining \$214,198? Chairman Joe Hafner said, it looks like it's a 50% match; so with the \$214,198 plus the \$214,198 equal the \$428,378. Is that right? Councilmember Dr. Anthony Coleman said, it says the remaining funds of \$214,189. Chief Operating Officer Tony Thomas said, it appears two numbers have been transposed in that first whereas. That \$214,189 should be 198 throughout the document. Chairman Joe Hafner said, hold on one second. You're saying it should be \$214,198? Mr. Thomas said yes. Chairman Joe Hafner said, \$428,396 is what I come up with instead of \$428,378. I'll give you a minute to look at your notes. Mr. Thomas said, we will have to get the grant application and confirm the exact number. Chairman Joe Hafner said, so do we need to postpone until the next finance meeting? Mr. Thomas said, we can do that.

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

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

Absent: 1 - Ann Williams

[RES-23:088](#)

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS; AND, AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY23 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) THROUGH THE ARKANSAS DEPARTMENT OF TRANSPORTATION

Sponsors: Grants, Finance, Engineering and Parks & Recreation

Attachments: [RES-23.088 Project-Cost-Estimate-Sheet1](#)
[RES-23.088 Project-Cost-Estimate-Sheet2](#)

Councilmember John Street said, the remaining \$1,146,320.42 from other funds, where exactly is that scheduled to come from? And over what period of time, I guess?

Director of Grants Regina Burkett approached the podium and said, it's going to take a little while to get the grant executed if we receive it, the agreement, and the environmental. So what we will do is we will continue to apply for other grants to go along with this one to make up the difference, and then we will look for other forms of funding also. Councilmember John Street said, okay, now if you accept this grant you have to do the project. Is that correct? Director Regina Burkett said, if you accept it, but if we have problems, we can always turn it back. Councilmember John Street said, okay. Well, this is the first I've heard of this; and I mean actually on the ground to go to the park. Have we approved this project? Or is doing this approving it? Is applying for this TAP grant approval, or have we approved it already? And if we did, when did we approve it? Ms. Burkett said, well, that's going to be a Craig question, so let me ask him. Craig, has this project been approved already by city council? Or are we approving this project now?

Director of Engineering Craig Light approached the podium and said, I don't know that there has been a specific ask of city council to approve a project along South Culberhouse, but it is included as a side path in our master street plan. So the trail on there is included in the master street plan, which has been approved by city council. Councilmember John Street said, so it has been approved short of funding, is what you are saying? Mr. Light said, right. The concept itself has been approved, but it has not been developed into a funded project. This would be the first ask for funding for a trail along South Culberhouse south of the interstate. Chairman Joe Hafner said, and Craig, didn't the one Jonesboro plan also include a link along Culberhouse? Mr. Light said, the one Jonesboro plan has a trail along the drainage way by Home Depot up through Kensington and Dunwoody up through that area. Chairman Joe Hafner said, this is just kind of an alternative route. Mr. Light said, the master street plan has arterial roadways and collector roadways, side path designations for those major classifications divide bicycle facilities; and so it is included in the master street plan to have a bicycle facility along this roadway at some point. With the new trail that is coming through Southern Hills Mall that will go from Highway 49 to South Culberhouse, we felt like it was time to start looking for funding to at least get it from that point south to Craighead Forest Park. So there is a bicycle trail, a side path, through the Southern Hills Mall that will come out just on the north end of this path. Chairman Joe Hafner said, this part of 226 is going to become city property too, right? Is that correct? Mr. Light said, this is actually 141.

Councilmember John Street said, technically right now it does belong to the state, so there can't be anything done until it's turned over to the city after the Martin Luther King project is finished, is that correct? Mr. Light said, no, I don't believe so. ARDOT allows side paths along their state highways now. They changed that position just a few years ago. City Council actually approved an agreement with ARDOT to participate in a side path along 351, and then this section to the south of that coming to Hilltop, ARDOT has indicated that the city could get a permit and build that side path by permit through them. Councilmember John Street said, so are you just accumulating funding as this goes along step by step by step? Mr. Light said, we are hopeful the council will appropriate additional funds for it, but yes. Councilmember John Street said, but what about the money for the overpass over the bypass? Mr. Light said, I believe that is included in the MPO's ask. Councilmember John Street said, is that one that ARDOT would be paying for, or are we going to pay 20% of that? Mr. Light said, I have no idea what the funding for that source would come from at this point. Councilmember John Street said, do you know what the total estimated cost of the project will be when completed including that overpass from start to finish in those dollars when that comes to fruition? Mr. Light said, no, I know that we have an estimate of what a pedestrian overpass over the interstate at South Culberhouse would be. We just recently had an

estimate done on it. It was somewhere shy of \$9 million. I'm not sure exactly the dollar amount, but between eight and nine million if I remember correctly. Councilmember John Street said, and this is a million two roughly, or when it's done it will be even more. So you're looking at an estimated total of what? Mr. Light said, there is still a section between the end of this and what sort of pedestrian overpass might be over the interstate, but this will connect into the future Red Wolf Way trail, and it's being constructed by the developer through the Southern Hills Mall site. So it will connect to Highway 49. There are other possibilities that pedestrians can get north and south off this trail. It wouldn't be a dead end trail on the north end. If a pedestrian overpass over the interstate was never constructed, this is still a viable trail link to get people north and south to Craighead Forest Park. There are a lot of homes, a lot of people who live in that area that have to get in a car to get to Craighead Forest or try to ride their bikes or walk down Craighead Forest Road, which is very dangerous, very hilly, a lot of blind hills. So to get people to the park, we are either going to have to put them in cars, or we are going to provide pedestrian facilities to get them out there. The master street plan has pedestrian facilities, and that is what this grant would pay for would be for pedestrian facilities, a portion of that.

Councilmember John Street said, do you have any kind of estimate on how many people actually utilize that, or would utilize it once it is finished? I mean, we do assessments of roads and what traffic counts are. Do you have any kind of hard figures of how many people utilize this? Director Craig Light said, I don't have any bicycle counts anywhere in the city to share with you. Chairman Joe Hafner said, Mr. Street, as someone who rides a bike, I know people really enjoy going out to Craighead and riding around Craighead, especially not only mountain bikes where the mountain bike trails are being improved, but people enjoy going out there and doing loops on road bikes around Craighead because it's a good route. Councilmember John Street said, I know. I agree. It's a nice place to go. I just think there needs to be a certain return on the cost of these things, and it's an exorbitant amount of money if there are not enough people that it justifies doing it. We spend a ton of money now on bike trails and things that are all great, but we can't have them everywhere all at one time. We need other things in the city. I think the pool at Parker Park was great. I think we need a pool at Allen Park. I think we need a pool at a few other places. I mean, I'd like to see some of the money that we've got go to area parks and pools and things that other segments of the population can use. That is all I am trying to point out.

Chairman Joe Hafner said, I will say this too. I just want to remind everybody that I know the purpose of the prepared food tax is to help with the sports complex, but the prepared food tax will, I believe, help with projects such as these. I mean, this is a Parks and Rec project. So I think this is something that could in the future be eligible to get some of the prepared food tax to be used to help finish it. Councilmember John Street said, I was hoping some of that would help fund that flyover that is proposed because that is a very expensive project. Even if we get grants, there is going to be a lot of money in that thing. But it seems like we are trying to do things all over the place instead of concentrating on some of the things that have already been put forward that would be really good to have.

Councilmember Dr. Anthony Coleman said, I appreciate you, Councilman Street, because you posed the first question that I was going to ask; but also I am just trying to wrap my mind around this because this is a lot of money for a project. Help me out, because the first whereas, it says that we have to get the funds, pay for this project up front before we can be reimbursed for that section; and then, according to this, it's saying the remaining funds, we'll have to find other funding. So, maybe you can explain

it to me, but for me and my understanding, we don't have the funds up front, we've got to find those; and then, yes, we will be reimbursed, but we still can't complete the project because we don't have the other funding. So I tend to agree with Councilman Street. I just need a little bit more information on what this is and why. Chairman Joe Hafner said, Dr. Coleman, are you thinking that we have to spend the money when we get it, but we're not going to be able to finish the trail, so we're going to have a trail that is not complete? I mean, you wouldn't start the project until you had all the funding. Councilmember Dr. Anthony Coleman said, not according to this. Chairman Joe Hafner said, I mean, unless I am reading it wrong, Craig.

Director of Engineering Craig Light approached the podium and said, I wouldn't start the project until city council and the administration told me that I had the funds to go to construction. Now, that is up to you guys when you give me those funds to go to construction. I don't have the authorization to start a project without the city council authorizing those funds whether they are grant or an allocation of the budget. All we are doing is asking for is an opportunity to bring in half a million dollars to go towards a project. The remaining part of that can come from other grants, can come from other allocations, can come from all other sources; but until city council allocates those funds, there is no project for me to let to contract. For Creath Street, we got three separate grants to pay for Creath Street. It took a lot of years, but we finally got three separate allocations of close to half a million dollars each, and we are ready to let that thing go to construction. On University Heights, we were able to get one grant towards that project, and then city council made an allocation of another \$1.6 million towards that project. So we have the funding for it. We are at 60%. We are starting with the preparing the right of way acquisition documents and utility relocation agreements; and as soon as those processes are done, we'll let it to construction because we have the funding because city council has allocated those funds. Now this project would proceed the same way. City council will either allocate funds or we will be searching for additional grant funds until we have enough money that we can let it within the amount that's available to us. I can't let it out to construction without city council authorizing the money; but you know if we don't start building, it's get a little bit here, a little bit there until we get enough in the kitty to be able to get to do a project. If we just wait and try to get everything all at once, we're going to not be doing anything because ARDOT's cap at one time is half a million. They are not going to give us 1.5 all in one year. It will be over three years and three different grant applications.

Councilmember Dr. Anthony Coleman said, yes sir. I appreciate that, and I think that is a gentleman's response. I'm just with Councilman Street in that there has been certain master plans and other things that have been presented; and this is, from my understanding, unless you all have seen this before, but it's new to me, and I'm assuming this is a new project. It's just my opinion, but these type of things before we say, hey, let's start this other project, how is it going to fit in the current ones that we have? That's just my concern. And that's all I have, just for the record.

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

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

Nay: 2 - John Street and Anthony Coleman

Absent: 1 - Ann Williams

[RES-23:089](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO WAIVE

COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH AXON GROUP, INC. TO PROVIDE ADDITIONAL EQUIPMENT AND SERVICES

Sponsors: Grants, Finance and Police Department

Attachments: [Jonesboro 31 BWC & TASER](#)

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

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

Absent: 1 - Ann Williams

[RES-23:090](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH AXON GROUP, INC. TO PROVIDE ADDITIONAL EQUIPMENT AND SERVICES

Sponsors: Grants, Finance and Police Department

Attachments: [Jonesboro Updated Quote - 8BWC](#)

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

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

Absent: 1 - Ann Williams

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment

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

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

Absent: 1 - Ann Williams



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:096

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2023 AMERICORPS VISTA PROGRAM GRANT FROM THE NATIONAL CORPORATION OF COMMUNITY SERVICE

WHEREAS, applications are now being accepted for the FY2023 AmeriCorps VISTA grant program; and

WHEREAS, the total project cost is \$66,882, and the City of Jonesboro is requesting \$53,483 in AmeriCorps VISTA funding and will provide a local match of \$13,399; and

WHEREAS, the City of Jonesboro will cover the living allowance for one (1) VISTA member and AmeriCorps will cover the living allowance for two (2) VISTA members, as well as all three (3) members' associated benefits; and

WHEREAS, the three positions to be filled are Outreach Officer, Fundraising Specialist and Grant Writer; and

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

SECTION 1: The Jonesboro City Council supports the submission of the 2023 application to the AmeriCorps VISTA for three members to join the staff of the Grants and Community Development department; and

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

SECTION 3: The Grants and Community Development department is hereby authorized by the City Council for the City of Jonesboro, Arkansas, to submit all necessary documents for this grant.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:097

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2024 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FROM THE ARKANSAS STATE POLICE

WHEREAS, applications are now being accepted for the FY2024 Selective Traffic Enforcement Program; and

WHEREAS, the total project cost is \$87,565.47, and the City of Jonesboro is requesting \$42,565.47 in Selective Traffic Enforcement Program (STEP) funding and will provide a local match of \$45,000 through in-kind services such as officers' salaries and fringe benefits, vehicle maintenance and child passenger clinics that are appropriated in the 2023 budget and will be appropriated in the 2024 budget; and

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

SECTION 1: The Jonesboro City Council supports the submission of the 2024 application to the Selective Traffic Enforcement Program (STEP) for the purchase of two LIDAR units and overtime pay for officers to enforce laws regarding seat belts, speed, DWI/DUI and distracted driving (texting/cell phone use). In addition, the City will purchase 125 child safety seats; and

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

SECTION 3: The Grants and Community Development department is hereby authorized by the City Council for the City of Jonesboro, Arkansas, to submit all necessary documents for this grant.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:098

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ACCEPT AND TO ENTER INTO AN AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE EXECUTION OF THE FY2018 SECTION 5307, FTA FORMULA GRANT, FOR THE JONESBORO ECONOMICAL TRANSIT SYSTEM (JET)

WHEREAS, the City of Jonesboro, Arkansas has remaining Federal funds from the FY2018 Section 5307, FTA Formula Grant, in the amount of \$214,189; and,

WHEREAS, the City of Jonesboro, AR, and JET request the remaining \$214,189 in Federal funding with a 50% local match of \$214,189 for a total funding of \$428,378 for operating assistance; and,

WHEREAS, the City of Jonesboro, Arkansas is considered as the recipient and the Arkansas Department of Transportation is considered the designated recipient for the Section 5307, FTA Formula Grant.

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

Section 1: The City of Jonesboro, Arkansas will enter into an agreement with the Federal Transit Administration for the FY2018 Section 5307, FTA Formula Grant, for operating assistance.

Section 2: The City of Jonesboro will submit the request for release of funds to the Federal Transit Administration.

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



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:099

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE THE 2023-2024 CDBG ACTION PLAN THAT INCLUDES THE 2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS, ACTIVITIES AND BUDGET

WHEREAS, the City of Jonesboro, Arkansas has held two public hearings and one public review and comment period for the Annual CDBG Action Plan; and

WHEREAS, the 2023-24 CDBG Action Plan is in the second year of the (2022 - 2026) Five-Year Consolidated Plan designed to address goals set for community needs; and

WHEREAS, the FY 2023-2024 Action CDBG Plan contains the projects, activities and budget for allocated Federal funds of \$652,511. The 2023-2024 Action Plan's budget has been listed below:

**CDBG FY 2023-2024 BUDGET ALLOCATION:
\$652,511**

ADMINISTRATION:
\$130,502.02

Public Services
First Time Homebuyers
\$15,000.00

CASA of the 2nd Judicial District
\$11,875.00

Jonesboro Business Association
\$19,951.51

Hope Found of Northeast Arkansas
\$19,598.62

Hispanic Community Services, Inc.
\$19,951.52

North Jonesboro Community Development Corporation
\$11,500.00

LMI Homeowner Rehab
\$60,000.00

Homelessness
\$45,000.00

Public Infrastructure / Facilities
Public Improvements
\$150,000.00

Demolition & Clearance Assistance
\$15,000.00

Neighborhood Revitalization Program
\$104,132.33

Sewer Connection Projects
\$50,000.00

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

SECTION 1: The 2023-2024 Action Plan, attached hereto, is hereby approved by the City Council.

SECTION 2: The 2023-2024 CDBG projects, activities and budget are hereby approved for the Action Plan.

SECTION 3: The Mayor, Harold Copenhaver and City Clerk, April Leggett are hereby authorized to execute all documents necessary to effectuate the Action Plan.

SECTION 4: The Grants and Community Development department is hereby directed to submit the plan to the U.S. Department of Housing and Urban Development.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:100

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 TO ACCEPT THE AGREEMENT AND ENTER INTO AN AGREEMENT WITH BRACKETT KENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL SERVICES

WHEREAS, the City of Jonesboro desires to enter into an agreement for architectural services for renovation designs for Congress Cove building improvements to be constructed should the right-to-purchase option in the current lease agreement be exercised; and

WHEREAS, Brackett Kennerich & Associates P.A. has been determined to be the most qualified firm for the project; and

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

WHEREAS, the funding for the execution of the agreement shall come from Insurance Proceeds derived from the 2020 tornado 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 Renovations of the Congress Cove Building.

Section 2. The funding for the execution of the agreement shall come from Insurance Proceeds 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 18 day of April in the year 2023
(In words, indicate day, month and year.)

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

City of Jonesboro
300 South Church Street
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)

Renovation of City-Owned Police Building
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.

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Owner/Architect to develop program.

§ 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.)

Renovate an existing 8,800 SF two story building into a city police office building in Jonesboro, AR.

§ 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.)

TBD

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

.1 Design phase milestone dates, if any:

TBD

Init.

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User Notes:

(1448102484)

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 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.)

Competitive 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.)

TBD

§ 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.)

**Mayor Harold Copenhaver
300 South Church Street
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:

TBD

.2 Civil Engineer:

N/A

.3 Other, if any:

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

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

Todd Welch
Brackett-Krennerich & Associates P.A.
100 E Huntington Ave, Suite D
Jonesboro, Arkansas 72401
Telephone: (870) 932-0571
Email: toddw@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

.2 Mechanical Engineer:

Pettit and Pettit Consulting Engineers, Inc.
Heritage West Building, Suite 400
201 E Markham Street
Little Rock, AR 72201

.3 Electrical Engineer:

Pettit and Pettit Consulting Engineers, Inc.
Heritage West Building, Suite 400
201 E Markham Street
Little Rock, AR 72201

.4 Civil:

N/A

Init.

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User Notes:

(1448102484)

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

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

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

§ 2.5.4 Workers' Compensation at statutory limits.

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

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

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal 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 contractors.

§ 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/Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 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
§ 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	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 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	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	See Below Paragraph 4.1.2.1

§ 4.1.2 Description of Supplemental Services

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

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

Programming: Architect will prepare space area projections based on owner provided program information. This is included in basic services.

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

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Architectural Interior Design: Interior building design and building material color selections are included in basic services.

On site Representation: Full time on site representation by the architects is not a part of this agreement. The architects agrees to provide the owner copies of all project observation reports and attend monthly progress meetings with owner, and or representatives, to keep them informed of the project status.

§ 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 **2 (Two)** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 **20 (Twenty)** visits to the site by the Architect during construction
- .3 **2 (Two)** 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 **2 (Two)** 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 Twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

§ 5.5 The Architect shall furnish, as a reimbursable expense to the contract, services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous

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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.

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§ 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.)

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.

Init.

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User Notes:

(1448102484)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

N/A

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

N/A

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis

Init.

(Insert percentage value)

Seven and One Half (7.5)% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .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.)

\$2,500.00 fee has been added to basic services for items indicated under Section 4.1.2.1 (Existing Building Survey)

§ 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	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
<hr/>				
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 "A" - Hourly Fee Schedule

Init.

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 **Twenty Five percent (25 %)** of the expenses incurred.

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

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

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

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

§ 11.10.2 Progress Payments

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

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

5.50 % per annum

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

(Paragraphs deleted)

- .2 Exhibits:

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

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

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

Exhibit "A" - 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)*

Todd Welch Vice President
(Printed name, title, and license number, if required)

Exhibit "A"
Hourly Rate Schedule

Brackett-Krennerich & Associates, P.A.

Effective January 24, 2023

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



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:101

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND ACCEPT THE BID AUTHORIZING PURCHASE OF TWO NEW VEHICLE FOR THE TRANSIT DEPARTMENT (JET)

WHEREAS, the Transit Department of the City of Jonesboro, Arkansas request to purchase 2 (two) 2024 Ford E450 cutaway buses, and

WHEREAS, the State Procurement Program did not award a contract for State Bid transit vehicles of this type; and

WHEREAS, it is still unknown when these vehicle types will be available on State Bid again due to continued supply disruptions; and

WHEREAS, city staff performed extensive research to locate vehicles to replace current vehicles in our aging fleet; and

WHEREAS, The 2 (two) 2024 Ford E450 cutaway chassis are in stock and ready to be built to JET's specifications; and

WHEREAS, the equipment may be purchased from Central States Bus Sales, Inc. for the sum of \$123,833.00 each, (\$247,666.00); and

WHEREAS, funding for this purchase is to be paid from the JET 5307 and CARES Act Grant.

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

1. The City of Jonesboro hereby approves the purchase of 2 (two) 2024 Ford E450 cutaway buses for use by JET.
2. The City Council in accordance with the terms of A.C.A. Section 14-58-303 hereby waives the requirement of competitive bidding due to the continued supply disruptions making bidding impractical and directs the purchasing agent to purchase the above-described vehicles for the price set forth above.

3. 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 purchase.

#18 PT 20-06, Item 3-B
#18 25' Ford Medium Cutaway Bus with WC Lift (16-Pass. or 16/2 WC)
(Driver Not Included - per NTD)
CDL Required / Length: 25 Feet / Seating: 16 Pass. Or 16/2 WC

Purchase Order: REVISED PRICING--JET

Date: 5/19/2023

Agency: JET System
 Address: PO Box 1845
 City, State, Zip: Jonesboro, AR 72203
 Contact: Public Transportation
 Phone Number: (870)935 - 5387
 FTA PO No. _____
 FAIN No. _____
 State Job No. _____

Vendor: **ATTN: Mark Harris, (501) 517-4910**
Central States Bus Sales, Inc.
420 Lake Drive
North Little Rock, AR 72117
Vendor Federal ID # 431051799

Item No.	Description	Quantity	Bid Price	Price Extension
1	25' Ford Medium Cutaway Bus with WC Lift (16-Pass. or 16/2 WC)	1	\$ 110,208	\$ 110,208
A	1,000lb. Wheelchair Lift Meeting ADA Specifications	1	\$ 5,995	\$ 5,995
B	Wheelchair Restraint System - Retractable System (Requires 2)	2	\$ 810	\$ 1,620
Price Reductions	Seat Reduction - Double	4	\$ (770)	\$ (3,080)
BASE PRICE				\$ 114,743
Optional Equipment (Per Unit):				
C	Safety Bumper (Rear)	0	\$ 940	\$ -
D	Child Safety Alert System <i>(REQUIRED if transporting children)</i>	0	\$ 300	\$ -
E	LED Destination Sign (Front and Side)	1	\$ 6,625	\$ 6,625
F	Floor Covering Alto Upgrade	1	\$ 645	\$ 645
G	Raised Flat Floor	0	\$ 705	\$ -
H	Double Fold-A-Way Flip Seat - Forward Facing Only	0	\$ 1,885	\$ -
I	Child Restraint Systems (per passenger seat. <i>comes standard with 3</i>)	0	\$ 145	\$ -
J	Seat Belt Extensions (per passenger seat)	0	\$ 70	\$ -
K	Mor/Ryde Suspension	1	\$ 1,340	\$ 1,340
L	Plush Fabric Upholstery Upgrade (per passenger seat)	0	\$ 95	\$ -
M	Optional Vinyl Upholstery Nanocide (per passenger seat)	0	\$ 95	\$ -
N	Safety Exit / Ventilator	1	\$ 480	\$ 480
O	Personal Protective Equipment (PPE)			
O Item#1	PPE - Stationary Sneeze Guard for Non-Flip Seat (per pass. seat)	0	\$ 78	\$ -
O Item#2	PPE - Pivot Type Sneeze Guard for Flip Seat (per pass. seat)	0	\$ 108	\$ -
O Item#3	PPE - Social Distance Seat Bands (per pass. seat)	0	\$ 26	\$ -
O Item#4	PPE - Grab Rail Covers	0	\$ 15	\$ -
Color: White				
F.O.B. Arkansas Department of Transportation 10324 I-30 Little Rock, AR 72203				
Total Price				\$ 123,833

Ordered by: _____ DUNS Number _____
 Approved by: _____ ALI Code _____

Agency: JET FT Number _____
 Address: _____
 City, State, Zip+4: _____

Agency: _____ FT Number _____
 Address: _____
 City, State, Zip+4: _____

Agency: _____ FT Number _____
 Address: _____
 City, State, Zip+4: _____

\$ 99,066 80% Federal Funding
 \$ 24,767 20% Local Funding
 \$ 123,833 Total

ARKANSAS DEPARTMENT OF TRANSPORTATION
NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age national origin, religion, disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden, Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P.O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov

Free language assistance for Limited English Proficient individuals is available upon request.
 This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:087

Agenda Date: 5/30/2023

Version: 1

Status: In Committee

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ACCEPT AND TO ENTER INTO AN AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE EXECUTION OF THE FY2018 SECTION 5307, FTA FORMULA GRANT, FOR THE JONESBORO ECONOMICAL TRANSIT SYSTEM (JET)

WHEREAS, the City of Jonesboro, Arkansas has remaining Federal funds from the FY2018 Section 5307, FTA Formula Grant, in the amount of \$214,189; and

WHEREAS, the City of Jonesboro, AR, and JET request the remaining \$214,198 in Federal funding with a 50% local match of \$214,198 for a total funding of \$428,378 for operating assistance; and

WHEREAS, the City of Jonesboro, Arkansas is considered as the recipient and the Arkansas Department of Transportation is considered the designated recipient for the Section 5307, FTA Formula Grant.

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

Section 1: The City of Jonesboro, Arkansas will enter into an agreement with the Federal Transit Administration for the FY2018 Section 5307, FTA Formula Grant, for operating assistance.

Section 2: The City of Jonesboro will submit the request for release of funds to the Federal Transit Administration.

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