



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Finance & Administration Council Committee

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Tuesday, July 12, 2016

4:00 PM

Municipal Center

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### 1. Call To Order

### 2. Roll Call by City Clerk Donna Jackson

### 3. Approval of minutes

[MIN-16:081](#) Finance Committee Meeting on June 28, 2016

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

[MIN-16:085](#) Finance Committee Special Called Meeting on July 5, 2016

**Attachments:** [Special Called Meeting Minutes](#)

### 4. New Business

#### *Ordinances To Be Introduced*

[ORD-16:032](#) ORDINANCE AUTHORIZING A MEMBER OF THE JONESBORO CITY COUNCIL TO CONDUCT BUSINESS WITH THE CITY OF JONESBORO, ARKANSAS

**Sponsors:** Grants

[ORD-16:040](#) AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2016 BUDGET TO ADD GRANT BUDGET FOR THE FY2016 OUTDOOR RECREATION 50/50 GRANT AWARD

**Sponsors:** Grants and Parks & Recreation

#### *Resolutions To Be Introduced*

[RES-16:087](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO A CONTRACT WITH BRACKETT KRENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL/ ENGINEERING SERVICES FOR THE JONESBORO SHOOTING SPORTS COMPLEX PROJECT

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

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

[RES-16:089](#) RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE

FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C CHAPTER 53; TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

**Sponsors:** Grants and JETS

**RES-16:090**

A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO A COLLABORATION AGREEMENT WITH JONESBORO URBAN RENEWAL HOUSING AUTHORITY (JURHA) FOR THE SUBMISSION OF AN ASSESSMENT OF FAIR HOUSING

**Sponsors:** Grants

**Attachments:** [AFFH Collaboration Agreement](#)

**5. Pending Items**

**6. Other Business**

**7. Public Comments**

**8. Adjournment**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-16:081    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 6/29/2016    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** Finance Committee Meeting on June 28, 2016  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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Finance Committee Meeting on June 28, 2016



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Finance & Administration Council Committee

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Tuesday, June 28, 2016

4:00 PM

Municipal Center

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### 1. Call To Order

### 2. Roll Call by City Clerk Donna Jackson

*Mayor Harold Perrin was in attendance.*

**Present** 4 - Ann Williams; John Street; Darrel Dover and Todd Burton

**Absent** 2 - Charles Coleman and Rennell Woods

### 3. Approval of minutes

#### MIN-16:077

Minutes for Finance Committee Meeting on June 14, 2016

**A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 4 - Ann Williams; John Street; Darrel Dover and Todd Burton

**Absent:** 2 - Charles Coleman and Rennell Woods

### 4. New Business

#### *Resolutions To Be Introduced*

#### RES-16:081

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO APPROVE SUPPLEMENTAL AGREEMENT 1 FOR THE BNSF RAILROAD OVERPASS (HWY. 18) (JONESBORO)(P.E.) - JOB NO. 100824

*Councilman Street asked Mayor Perrin if that the money that was going towards this was part of the money we already got. Mayor Perrin said yes this was part of the money we got. He said this was just an amendment to the contract. Councilman Street asked Mayor Perrin if the money was enough to cover the cost. Mayor Perrin said yes. Councilman Street wanted to make sure we had the money to cover it.*

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

**Aye:** 4 - Ann Williams; John Street; Darrel Dover and Todd Burton

**Absent:** 2 - Charles Coleman and Rennell Woods

**5. Pending Items**

**6. Other Business**

*Chairman Dover said there were two resolutions needing to be walked on. He asked for permission to suspend the rules in order to walk these two resolutions onto the meeting. Councilman Street stated he thought they were ordinances and not resolutions. Chairman Dover said they were indeed ordinances. Councilman Street moved to suspend the rules and place ORD-16:037 and ORD-16:038 on the agenda. Councilwoman Ann Williams seconded the motion. All council voted aye.*

**ORD-16:037**

AN ORDINANCE APPROVING THE PURCHASE OF A CATERPILLAR EXCAVATOR FOR THE STREET DEPARTMENT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

*Chairman Dover said that after we received bids to do the work on ditch cleaning, they were more expensive than the city had anticipated. He said that after running the numbers, we thought this would be the most economical way to do this work. He asked the mayor to give more information about this project. Mayor Perrin said this was correct. He said one company came in at \$1.8 million to do the work and the other company came in at \$114,000. Mayor Perrin said that Gillis came in and confirmed their bid at the \$1.8 million. He said the owner of the other company came in and said there was no way they complete the work for the amount in the bid. Mayor Perrin said the other company did not know exactly what they were looking at when the bid was submitted.*

*Mayor Perrin said that we started talking about it and if the city was going to spend \$1.8 million and this is a yearly operation, it would be more cost effective to buy our own equipment and hire additional employees to do this work. Mayor Perrin said we have two excavators, but they are not big enough. The excavator would be big enough to pick up the equipment we need to do the work. He said this will allow the two excavators that we have now to stay in the ditches where they are needed the most. Chairman Dover asked if this excavator will do the work that the other two do. Mayor Perrin said yes. Chairman Dover stated this will give us three that will allow us to continue the work of cleaning ditches if there is nothing else going on. Mayor Perrin said the boom on this excavator is much larger and can reach much further.*

*Chairman Dover said he spoke with City Engineer Craig Light about the differences between mowing and cleaning the ditches. Mayor Perrin said that the excavators can take out saplings, but cannot take out large trees. He said we use prisoners to cut down the large trees with chainsaws. He said the new excavator will be able to cut down larger trees within a certain size. Councilman Burton asked if there was a bucket on the new excavator so it could do some digging. Mayor Perrin stated yes. Councilman Street asked how much more production would we get out of the new excavator as compared to what we already do. Mayor Perrin said he asked the same question. He said they have to move one of the current excavators to do other jobs so he couldn't quite answer that since we haven't been in that situation. Chairman Dover asked about the total package and since this is an ongoing situation if one additional excavator would be enough.*

*Chief Operations Officer LM Duncan stated he thought one more excavator would be enough. He said two would stay in the ditch for mowing or shredding. He said one has a shredder and one has a bush hog. He stated the shredder gets the big stuff and the other one does the small stuff and is used to clean out dirt. Chairman Dover*

said this is an ongoing operation. Mr. Duncan said we have 60 miles of ditches that we clean out in a year. Councilman Street stated that for \$1.8 million, we could buy two or three more excavators if we had too. Chairman Dover wanted to make sure that if we purchase this excavator that this will help elevate the problems for the citizens. Councilman Burton said he agrees with Dover. He said he is concerned that the excavator may be moved from the ditches to do other things and absorbed into other purposes in a year. He said that he would like to see an ongoing storm water management system within the City of Jonesboro. He would like to see that this equipment is designated strictly for the purpose of storm water management.

Mayor Perrin said that it is his understanding that it would be strictly used for drainage cleanout and he would even provide the council with a monthly report with how many miles and the coverage they have completed. He stated that the city's Storm Water Management Program should be tied into an ongoing system. He said that right now, we say to a developer that you can't do this and can't run water off onto someone else. He said there is one or two ways to address this. Mayor Perrin said that some houses flooded on Trinity Oaks. He said we might be able to put in a larger ditch. He said the problem arose as some of the people who bought and built filled in the ditch and so there is no place for the water to drain. He said he the city may have to go in and dig out those ditches or possibly have to buy some property to do a detention pond. Mayor Perrin said the excavators will stay in the ditches. Chairman Dover wanted to know what projects the excavators were pulled out of the ditches for. Mr. Duncan said they used them at Joe Mack Campbell Park and both were used for about a three month period. Chairman Dover asked if there was a smaller piece of equipment that does have all of the attachments that can be used for that work. Mr. Duncan said they need the bigger machine to put tiles in. Chairman Dover asked if they needed the two to lift culverts. Mayor Perrin said yes, but the new one will be able to do it by itself.

Councilman Street stated he would not be opposed to buying more equipment if that will help keep things in order by making sure the ditches are maintained. He stated that no amount of ditch cleaning would have prevented the flood that we had last month. He said it was an extraordinary event. Councilman Street said the city has made great strides in keeping that program going of keeping the ditches clean. He said his main concern is working with the county to make sure that they are keeping the line of ditches from the city into the county cleaned out. Mr. Duncan said they have spoken with the county judge. He said the city is out working on Little Bay Ditch and the county judge would not help us on that. Councilman Street said that was not right because the floodway doesn't stop at the city limits and it hurts the residents of the county. He said the citizens of Jonesboro are also residents of the county. Mr. Duncan said we have an excavator out on a county ditch right now. Mayor Perrin said he called a meeting of the county judge and all the drainage districts to address the issues of having the ditches clean, maintenance, and costs being spent on the drainage. He said that meeting is coming up in about two weeks. Mayor Perrin asked Congressman Crawford to attend because he is a liaison between the Corps and the drainage districts.

Councilman Burton said he has seen models and there are certified storm water management managers out there. He said he wants to know who is responsible for the ditches that were filled in. He said who in the city is responsible for watching out for that. He said who is coordinating storm water management. Mr. Duncan stated it would be the Planning Department, but this happened several years ago. Councilman Burton stated we need a department and a certified manager that is shared with the county to be responsible for the drainage. Councilman Street reiterated that the ditches will have backflow if the county does not clean their section of the ditches out. Mayor Perrin said that is what the meeting will address in a couple

*of weeks. Councilman Burton said again that we need someone that is responsible for looking at both the city side and the county side of drainage issues. He said the most common model is having a county person in which each city within the county contributes to the budget based on population. He said moving forward that he would like for the city to be very proactive on getting this.*

*Mr. Duncan stated they had spoken with the county and were told that they do not clean out big ditches. Chairman Dover asked what the definition of a big ditch was. Mr. Duncan responded that it would be like Little Bay Ditch or something like that. Chairman Dover asked what the price differential was between the big excavator and the smaller ones that we already have. Mr. Duncan stated it was about \$30,000-\$40,000. Mayor Perrin stated that if we get in these ditches and realize we need another excavator, we will be back to request another one. Councilman Street said that the Highway Department also needs to be responsible for cleaning out ditches. Mayor Perrin said that they requested in writing that the Highway Department do that and they have been working on it.*

*Mayor Perrin said that we also need maintenance workers who have a CDL to work with these excavators. He said we have to have additional people who are certified to operate this machinery in case someone is out. Chairman Dover said that these two maintenance laborers are to be designated for the storm water drainage cleaning. Mr. Duncan stated that they would be street laborers and the city would take the ones who have already been trained out there to work on the drainage. Councilman Burton asked if there were going to be two people identified as storm water management workers. Mr. Duncan said they would stay in the ditches.*

*Mayor Perrin asked Councilman Burton to forward any articles he had on storm water drainage management to him. He said he would love for the county and city to work together to get that accomplished. Councilman Burton stated that a storm water coordinator/manager would identify any potential problems before a flood happens. Councilman Street said it was a dance between the city and the county. He said for instance, there was flooding on Flemon Road. He said the county had to clean up a ditch before the Highway Department would agree to put in a new culvert and after it was done the flooding stopped. He said there has to be a coordinated effort between the city and the county.*

*Councilman Burton asked about subdivisions that were built below the level of the road. Councilman Street said a lot of that happened prior to when the city annexed the land in 1988. He said they annexed 45 square miles into the City of Jonesboro. He said a lot of those subdivisions were in the county which had absolutely no regulations. He said right now they have to be built a minimum of a foot above the base flood plain. Councilman Street said he would hate to think of what would have happened if we did not have the detention ponds we have in place now. Mayor Perrin said we do have a Storm Water Management Board. He said he would send information to Councilman Burton about the Board. Councilman Street said there is no law that he knows of that will make them clean out the ditches.*

*Mayor Perrin said he now has a list of who is over every drainage district and they will have a meeting on drainage issues. He stated they will continue to work with the Newport Corrections Unit to get workers to clean the ditches and grind the trees. Councilman Street said we have discussed this as well. Chairman Dover asked if these would be the people who run the equipment. Councilman Street said no, they will be people who replace the workers who will run the equipment.*

**A motion was made by Councilman John Street, seconded by Councilman Todd Burton, that this matter be Recommended to Council . The motion**

**PASSED with the following vote:**

**Aye:** 4 - Ann Williams; John Street; Darrel Dover and Todd Burton

**Absent:** 2 - Charles Coleman and Rennell Woods

**ORD-16:038**

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2016 BUDGET TO ADD TWO NEW STREET MAINTENANCE LABORERS, AND DECLARING AN EMERGENCY

*Chairman Dover requested to get pricing for smaller excavators for future reference. Mayor Perrin said they could get prices. Chairman Dover asked how long it would take to get the excavators. Mayor Perrin said it would take five weeks starting from July 5th. He said there are two in the ditches right now. Mayor Perrin stated that Gillis estimated 90 days for the project. He stated he estimated that the city would be in the ditches until October.*

*Chairman Dover said he would like to have the pricing information available in case we need additional excavators. Councilman Street said that if we double what we have then we should get better results. Councilman Burton asked if it had to go out on bid. Suzanne Allen, CFO, stated no.*

*Councilman Street asked if the Highway Department had street sweepers. Mayor Perrin said the city does some sweeping of state highway intersections. He said he will speak with them about getting that done.*

*Mayor Perrin said if it passes council then we will be ready to roll on the project. He said that the ditches have to be cleaned out all of the time.*

**A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote:**

**Aye:** 4 - Ann Williams; John Street; Darrel Dover and Todd Burton

**Absent:** 2 - Charles Coleman and Rennell Woods

**7. Public Comments**

**8. Adjournment**

**A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this meeting be Adjourned . The motion PASSED with the following vote.**

**Aye:** 4 - Ann Williams; John Street; Darrel Dover and Todd Burton

**Absent:** 2 - Charles Coleman and Rennell Woods





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-16:085    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 7/6/2016    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** Finance Committee Special Called Meeting on July 5, 2016  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Special Called Meeting Minutes](#)

Date	Ver.	Action By	Action	Result
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Finance Committee Special Called Meeting on July 5, 2016



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Finance & Administration Council Committee

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Tuesday, July 5, 2016

4:55 PM

Municipal Center

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### Special Called Meeting

#### 1. Call To Order

#### 2. Roll Call by City Clerk Donna Jackson

**Present** 6 - Ann Williams; John Street; Darrel Dover; Charles Coleman; Todd Burton and Rennell Woods

#### 3. New Business

##### *Ordinances To Be Introduced*

##### ORD-16:043

AN ORDINANCE AMENDING THE BUDGET AND APPROVING THE PURCHASE OF A JOHN DEERE EXCAVATOR WITH MOWER ATTACHMENT FOR THE STREET DEPARTMENT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

*Chairman Dover said this ordinance is to amend the previous agreement to purchase the excavator due to the attachments not being interchangeable. He said this is to replace the excavator on the agenda this evening with this new one. Mayor Perrin replied that all of the parts needed would not go on the previously discussed new one and the John Deere Excavator does have the capability of interchangeable attachments and is also less money. Chairman Dover said we need this walked on this evening so he asked the committee for a motion to forward to full council.*

##### **Recommended to Council**

**Aye:** 5 - Ann Williams; John Street; Charles Coleman; Todd Burton and Rennell Woods

#### 4. Adjournment

**A motion was made by Councilman John Street, seconded by Councilman Rennell Woods, that this meeting be Adjourned . The motion PASSED with the following vote:**

**Aye:** 5 - Ann Williams; John Street; Charles Coleman; Todd Burton and Rennell Woods



Legislation Details (With Text)

**File #:** ORD-16:032    **Version:** 1    **Name:** Authorizing Rennell Woods to do business with the city

**Type:** Ordinance    **Status:** To Be Introduced

**File created:** 6/15/2016    **In control:** Finance & Administration Council Committee

**On agenda:**    **Final action:**

**Title:** ORDINANCE AUTHORIZING A MEMBER OF THE JONESBORO CITY COUNCIL TO CONDUCT BUSINESS WITH THE CITY OF JONESBORO, ARKANSAS

**Sponsors:** Grants

**Indexes:** Other

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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ORDINANCE AUTHORIZING A MEMBER OF THE JONESBORO CITY COUNCIL TO CONDUCT BUSINESS WITH THE CITY OF JONESBORO, ARKANSAS  
 WHEREAS, The City of Jonesboro has passed ordinance number 14:048 on September 16, 2014 pertaining to other businesses; and

WHEREAS, Ark. Code Ann. §14-42-107 provides that interest in office or contracts is prohibited by any alderman, council member, official or municipal employee; and

WHEREAS, 24 CFR §570.611 cites no persons described under this part shall exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter; and

WHEREAS, Rennell Woods serves as the Executive Director of Whole Youth Services, Inc./ dba At-Risk American Male Education Network (AAMEN) which provides educational, mentor, and workforce development programs to the at-risk youth males; and

WHEREAS, Rennell Woods agrees to abstain from voting on matters relative to CDBG funding related to all parties involved; and

WHEREAS, special permission must be granted by the Jonesboro City Council of Jonesboro, Arkansas for Whole Youth Services/ dba AAMEN to provide services to the City of Jonesboro.

NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of Jonesboro, Arkansas, that:

Section 1: The City Council for the City of Jonesboro, Arkansas has been aware of the above mentioned

services provided by Rennell Woods, Whole Youth Services/ dba AAMEN and gives special permission to continue providing such services to the City of Jonesboro, Arkansas.



Legislation Details (With Text)

**File #:** ORD-16:040    **Version:** 1    **Name:** Amend 2016 budget to add funding for a grant award

**Type:** Ordinance    **Status:** To Be Introduced

**File created:** 6/29/2016    **In control:** Finance & Administration Council Committee

**On agenda:**    **Final action:**

**Title:** AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2016 BUDGET TO ADD GRANT BUDGET FOR THE FY2016 OUTDOOR RECREATION 50/50 GRANT AWARD

**Sponsors:** Grants, Parks & Recreation

**Indexes:** Budget amendment

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2016 BUDGET TO ADD GRANT BUDGET FOR THE FY2016 OUTDOOR RECREATION 50/50 GRANT AWARD WHEREAS, the City of Jonesboro passed Resolution Number 15:129 on August 18, 2015 for the submission of the award to repair and maintenance of the Earl Bell Community Center tennis courts, and

WHEREAS, the City of Jonesboro passed the 2016 Budget in Ordinance Number 15:069, which will need to be amended in order to effectuate said increase in the Grants budget for the FY2016 Outdoor Recreation 50/50 Matching Grant, the budgeted amount will need to increase \$122,000.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas that:

SECTION 1: The 2016 Budget is hereby amended to provide for an increase in the Grants budget for the FY2016 Outdoor Recreation 50/50 Matching Grant award in the amount of \$122,000.



Legislation Details (With Text)

**File #:** RES-16:087    **Version:** 1    **Name:** Contract with Brackett Krennerich & Assoc. for Jonesboro Shooting Sports Complex Project

**Type:** Resolution    **Status:** To Be Introduced

**File created:** 6/30/2016    **In control:** Finance & Administration Council Committee

**On agenda:**    **Final action:**

**Title:** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO A CONTRACT WITH BRACKETT KRENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL/ ENGINEERING SERVICES FOR THE JONESBORO SHOOTING SPORTS COMPLEX PROJECT

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

**Indexes:** Contract

**Code sections:**

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

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO A CONTRACT WITH BRACKETT KRENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL/ ENGINEERING SERVICES FOR THE JONESBORO SHOOTING SPORTS COMPLEX PROJECT

WHEREAS, , the City of Jonesboro has desires to accept the proposal and enter into a contract to provide architectural/engineering services for the Jonesboro Shooting Sports Complex project;

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

WHEREAS, the firm selected for the Jonesboro Shooting Sports Complex project is Brackett Krennerich & Associates P.A.;

WHEREAS, Brackett Krennerich & Associated P.A. have agreed to provide architectural/engineering services for the Jonesboro Shooting Sports Complex project;

WHEREAS, the funding for the execution of the contract shall come from the 2016 Capital Improvement budget and compensation shall be paid in accordance with the contract documents.

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

Section 1: That the City of Jonesboro shall accept the proposal and enter into a contract with Brackett Krennerich & Associates P.A. to provide architectural/engineering services for the Jonesboro Shooting Sports Complex project.

Section 2. The funding for the execution of the contract shall come from the 2016 Capital Improvement budget

and compensation shall be paid in accordance with the contract documents.

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 contract.



**AIA**<sup>®</sup>

# Document B101™ – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Twenty-eighth day of June in the year Two Thousand Sixteen  
*(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, AR 72401  
Telephone Number: 870-932-0571  
Fax Number: 870-932-0975

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

Jonesboro Shooting Sports Complex  
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.

Init.



**TABLE OF ARTICLES**

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- 3 SCOPE OF ARCHITECT'S BASIC SERVICES**
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- 6 COST OF THE WORK**
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- 11 COMPENSATION**
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- 13 SCOPE OF THE AGREEMENT**

**EXHIBIT A INITIAL INFORMATION**

**ARTICLE 1 INITIAL INFORMATION**

**§ 1.1** This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

See Attached Exhibit A – AIA Document B101 – 2007 Exhibit A Initial Information  
See Attached Exhibit B – Proposed Scope/Program  
See Attached Exhibit C – Hourly Fee Schedule

**§ 1.2** The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

**.1** Commencement of construction date:

Phase I – Site Work & Building Structures, Fall/Winter 2016  
Phase II – 3D Archery – To Be Determined

**.2** Substantial Completion date:

Schedule of anticipated construction to be reviewed by both parties at later date

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

Init.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 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 for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

\$1,000,000.00

.2 Automobile Liability

\$1,000,000.00

.3 Workers' Compensation

Bodily Injury by Accident \$100,000.00 Each Accident  
Bodily Injury by Disease \$500,000.00 Policy Limit  
Bodily Injury by Disease \$100,000.00 Each Employee

.4 Professional Liability

\$1,000,000.00

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, 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 the accuracy and completeness 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

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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 made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 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, and the proposed procurement or 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, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's 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 modeling. 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 environmentally responsible 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 other environmentally responsible design services under Article 4.

§ 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 such other elements as may be appropriate. 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.

§ 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and 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.

§ 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 BIDDING OR NEGOTIATION 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 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

- .5 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 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall 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 procuring the reproduction 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; and
- .3 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 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall 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™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, 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 4.3, 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 4.3.3, 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 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 such 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, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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§ 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 A201-2007, 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 and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to 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 material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 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. 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 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. 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 Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

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entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, 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 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 authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, 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 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 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 the Work is found to be substantially complete, 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 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

<b>Additional Services</b>	<b>Responsibility (Architect, Owner or Not Provided)</b>	<b>Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)</b>
§ 4.1.1 Programming (B202™-2009)	Owner/Architect	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	Except as outlined with civil engineers design scope
§ 4.1.6 Building Information Modeling (E202™-2008)	Architect	Tools of Service for Architect
§ 4.1.7 Civil engineering	Architect	Site Civil Engineering provided by Architect
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	Does not include furniture design/procurement
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	Except as per agreement
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Architect	
§ 4.1.15 As-Constructed Record drawings	Contractor	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Owner	Architect/Owner will assist in design of systems
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Site Planning/Civil Engineering: This is included in basic services.

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 progress.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with



this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 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, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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 data 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 bidders or persons providing 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.

§ 4.3.2 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 the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to 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;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty Four ( 24 ) visits to the site by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

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.4 Three ( 3 ) inspections for any portion of the Work to determine final completion

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

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

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall 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 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 maintain professional liability insurance as appropriate to the services provided.

§ 5.7 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.

§ 5.8 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.

§ 5.9 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.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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§ 5.11 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.

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

## ARTICLE 6 COST OF THE WORK

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

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

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

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

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

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

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

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

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the 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. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

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

## § 8.3 ARBITRATION

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

### **ARTICLE 9 TERMINATION OR SUSPENSION**

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

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

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

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

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

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

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

**§ 9.8** 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 11.9.

### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, 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.

§ 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.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 11 COMPENSATION

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

6.0% of cost of construction

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

Hourly rate in accordance with Paragraph 11.7

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

Hourly rate in accordance with Paragraph 11.7

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

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

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

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

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

Exhibit C – Hourly Fee Schedule

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

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

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

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

Init.



**§ 11.10 PAYMENTS TO THE ARCHITECT**

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

**§ 11.10.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Twenty-one ( 21 ) 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.)*

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

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 Other documents:
  - 1. AIA Document B101™-2007, Exhibit A Initial Information
  - 2. Exhibit B – Proposed scope/program
  - 3. Exhibit C – Hourly Fee Schedule

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

**OWNER**

**ARCHITECT**

*(Signature)*

Mayor Harold Perrin, Mayor  
City of Jonesboro

*(Printed name and title)*

*(Signature)*

Kyle Cook, President  
Brackett Krennerich & Associates P.A.

*(Printed name and title)*

Init.

**CITY CLERK**

*(Signature)*

, City Clerk

City of Jonesboro

*(Printed name and title)*

Init.



# Document B101™ – 2007 Exhibit A

## Initial Information

### for the following PROJECT:

*(Name and location or address)*

Jonesboro Shooting Sports Complex  
City of Jonesboro  
Jonesboro, Arkansas

### THE OWNER:

*(Name, legal status and address)*

City of Jonesboro  
300 South Church Street  
Jonesboro, Arkansas 72401

### THE ARCHITECT:

*(Name, legal status and address)*

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

This Agreement is based on the following information.

### ARTICLE A.1 PROJECT INFORMATION

#### § A.1.1 The Owner's program for the Project:

*(Paragraph deleted)*

Owner to develop and approve program of site and building in Schematic and Design Development Phases. Preliminary program attached based on previous meetings.

#### § A.1.2 The Project's physical characteristics:

To be located on owner's property in Jonesboro, Arkansas.

#### § A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Assumed Schematic Budget for all Phases of Construction – 2016 to 2018  
\$6,000,000.00 to \$6,500,000.00 (based on preliminary estimates)

#### § A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

Not Applicable

#### § A.1.5 The Owner intends the following procurement or delivery method for the Project:

TBD

#### § A.1.6 Other Project information:

### 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.

Init.

*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

Not Applicable

**ARTICLE A.2 PROJECT TEAM**

**§ A.2.1** The Owner identifies the following representative in accordance with Section 5.3:

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

Mayor Harold Perrin  
300 South Church Street  
Jonesboro, Arkansas 72401

**§ A.2.2** 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 information.)*

1. Jonesboro City Fire Marshall - Code Compliance
2. Arkansas State Department of Health - Plumbing Review
3. Arkansas State Building Authority - ADA Review

**§ A.2.3** The Owner will retain the following consultants and contractors:

*(List discipline and, if known, identify them by name and address.)*

Environmental Studies and Reports

**§ A.2.4** The Architect identifies the following representative in accordance with Section 2.3:

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

Kyle Cook  
100 E. Huntington Ave. Suite D  
Jonesboro, AR 72401  
Telephone Number: 870-932-0571  
Fax Number: 870-932-0975  
Mobile Number: 870-5304748  
Email Address: kylec@bkarchts.com

**§ A.2.5** The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.

*(List discipline and, if known, identify them by name, legal status, address and other information.)*

**§ A.2.5.1** Consultants retained under Basic Services:

- .1 Structural Engineer

Engineering Consultants, Inc.

401 West Capitol, Suite 305  
Little Rock, AR 72201  
Telephone Number: 501-376-3752  
Fax Number: 501-376-7314

- .2 Mechanical Engineer

Init.

Pettit & Pettit Consulting Engineers

Heritage West Building, Suite 400  
201 E. Markham Street  
Little Rock, AR 72201-1631  
Telephone Number: 501-374-3731  
Fax Number: 501-374-1802

.3 Electrical Engineer

Pettit & Pettit Consulting Engineers Inc.

Heritage West Building, Suite 400  
201 E. Markham Street  
Little Rock, AR 72201-1631  
Telephone Number: 501-374-3731  
Fax Number: 501-374-1802

.4 Civil Engineer

Associated Engineering.  
John Easley  
103 South Church  
Jonesboro, AR 72401  
Telephone Number: () 870-932-3594 Fax Number: () 870-935-1263

§ A.2.5.2 Consultants retained under Additional Services:

Not Applicable

§ A.2.6 Other Initial Information on which the Agreement is based:  
(Provide other Initial Information.)



**Date:** June 17, 2016  
**Project:** Proposed Jonesboro Shooting Sports Complex  
 City of Jonesboro  
 Jonesboro, Arkansas

**A. General Scope**

Project includes development of site, utilities, structures, and buildings for a new trap/skeet/firing range located on approximately 200 acres. Project is a joint venture between the City of Jonesboro and the Arkansas Game and Fish Commission. Buildings include main clubhouse, firing range building, restrooms, pavilions, and grounds storage building.

Site features include (9) trap fields with (3) skeet overlays, 200 yard rifle range, 50 yard pistol range, and fishing pond.

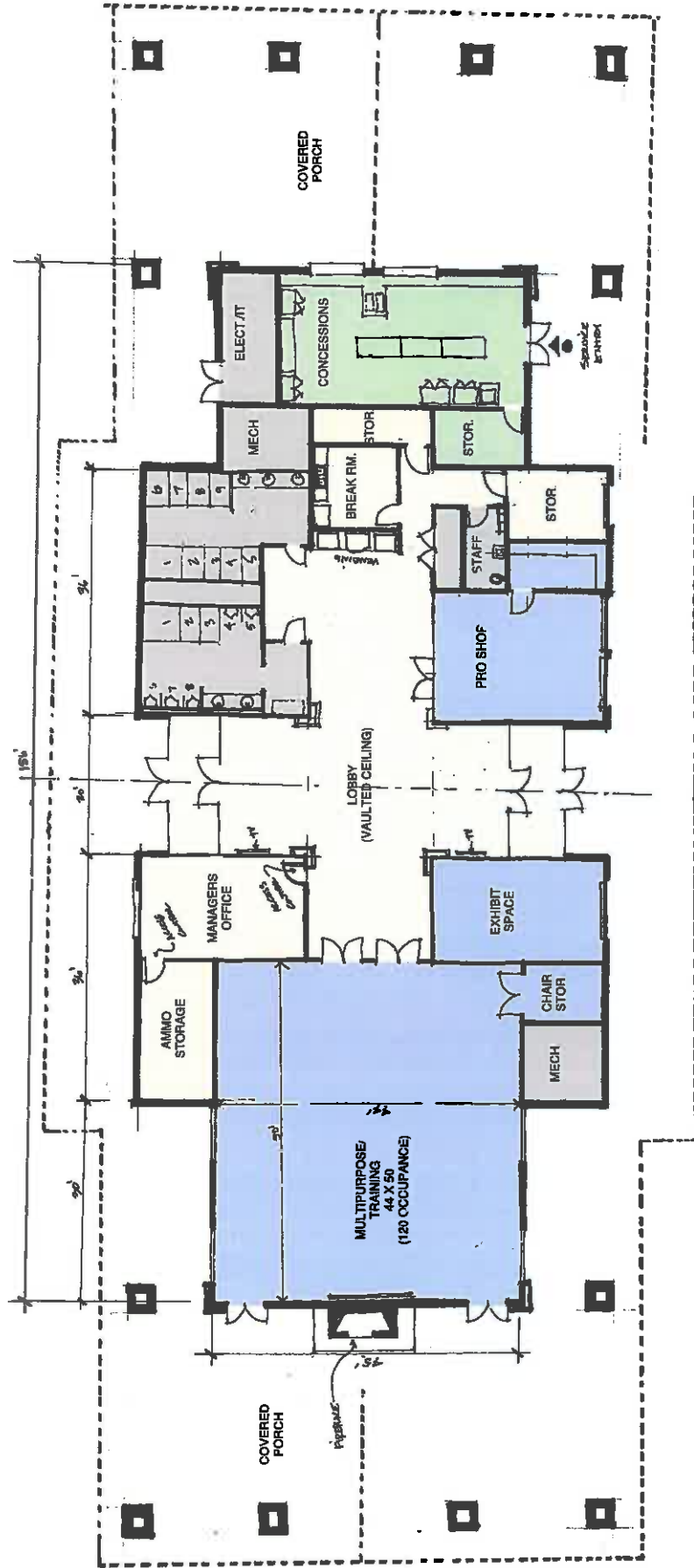
**B. Trap/Skeet/Firing Range & Site**

(9) Trap Fields	Acres
(3) Skeet Overlay Fields	
Shotfall Zone	Acres
Rifle Firing Range (200 yards)	4.15 Acres
Pistol Firing Range (50 yards)	1.30 Acres
240 Paved Parking (Main)	81,500 SF
17 Bus/RV Parking	112,700 SF
32 Paved Parking (Firing Range)	19,150 SF
Archery Range & Parking	50,800 SF
3-D Archery Range	10.90 Acres
(1) Main Clubhouse	8952 SF
(1) Range Building	2903 SF
(2) Restroom/Pavilions	1664 SF
(4) Pavilions	
(1) Storage / Maintenance Building	(Clays/Truck Delivery/Maintenance Equip.)
	<b>0</b>

**C. Main Clubhouse**

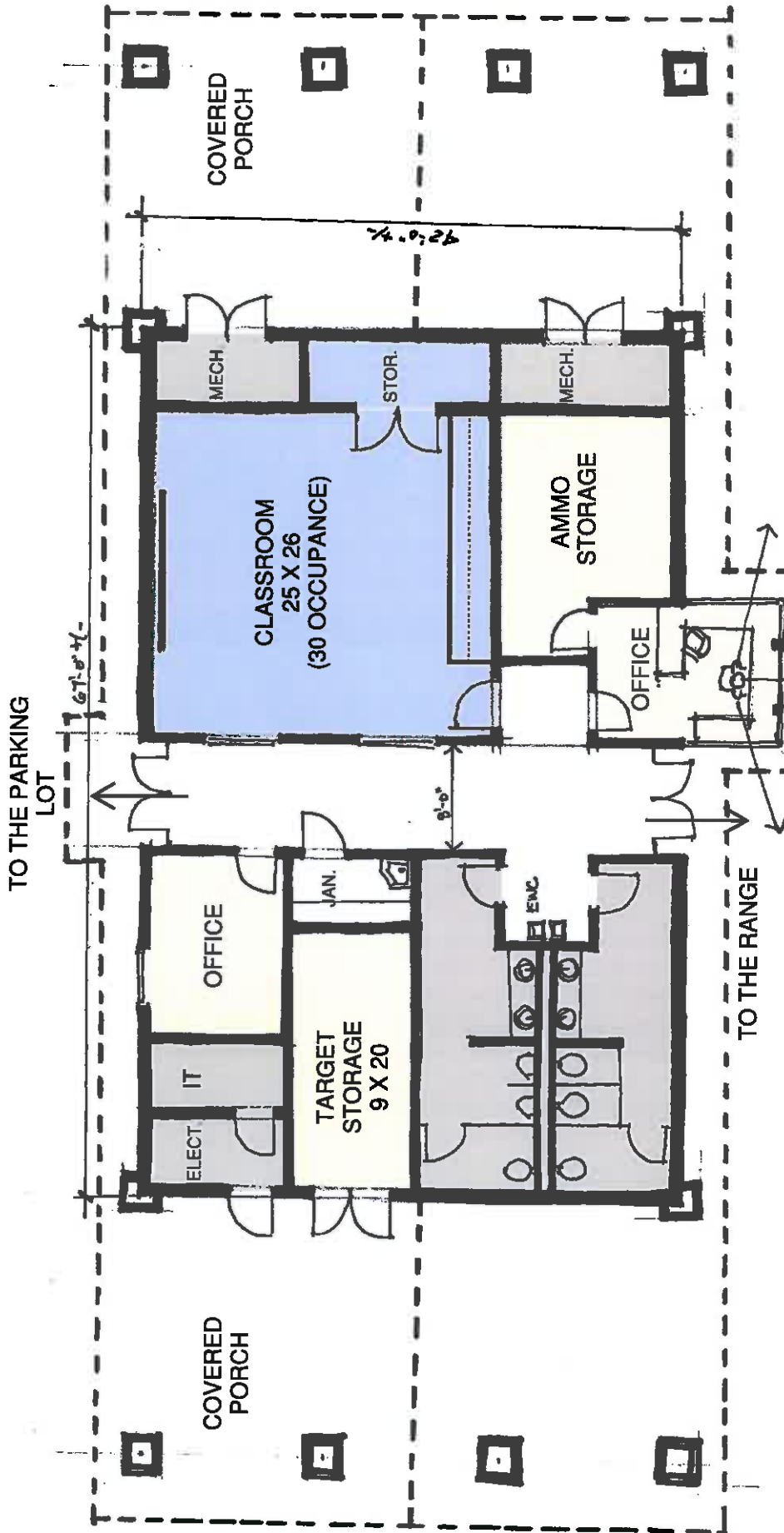
Entry	300 SF
Lobby	1600 SF
Restroom (Men's/Women's)	760 SF
Multi-Purpose/Training	2200 SF
Training/Chair Storage	200 SF
Exhibit Space	375 SF
Pro Shop	475 SF
Shop Storage	102 SF
Concession	680 SF
Concession Storage	110 SF
Office (Accounting/Coordination)	150 SF
Office (Manager)	360 SF
Ammo Storage	230 SF
General Storage	90 SF
Breakroom	150 SF
Janitor	50 SF
Mech./Elect./I.T.	250 SF
Circulation/Walls, Etc. 9%	870 SF
	<b>8952 SF</b>

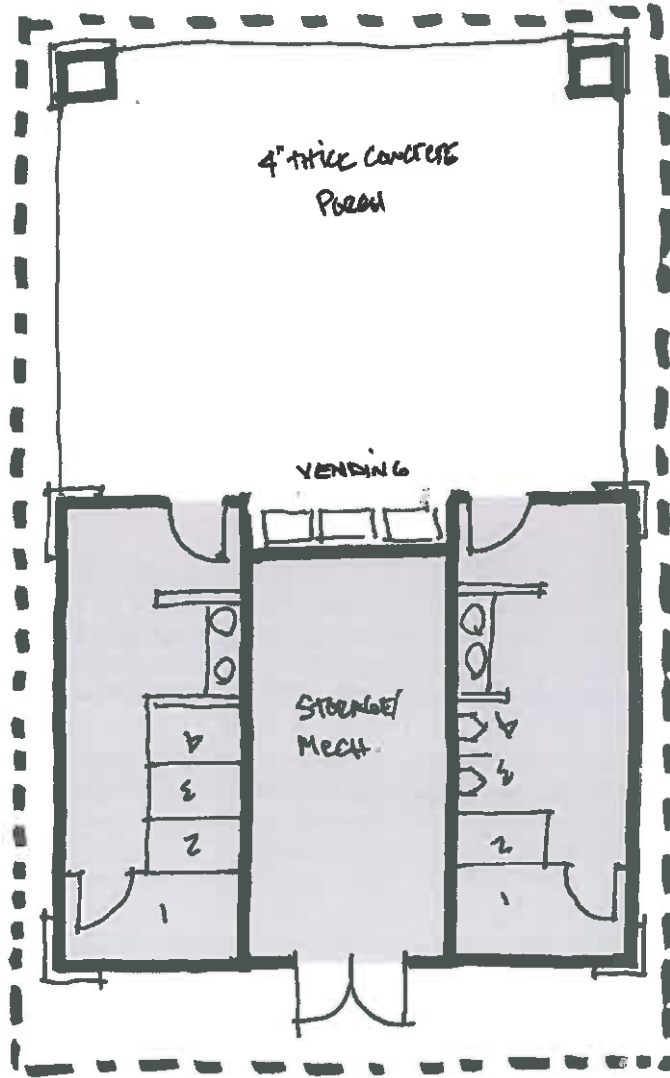




MAIN CLUBHOUSE - SCHEME A  
 SCALE: 1/8" = 1'-0" 8950 SF

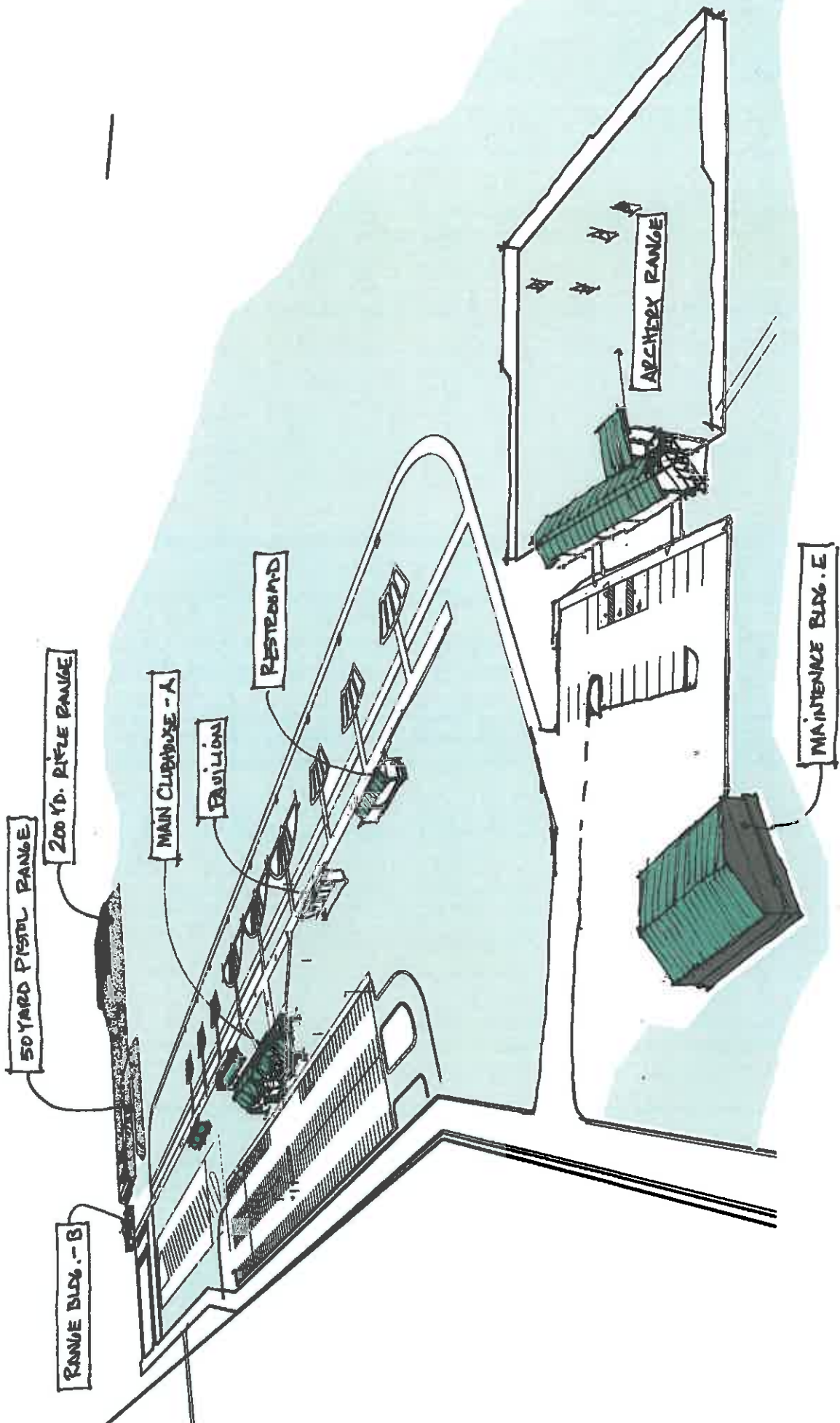


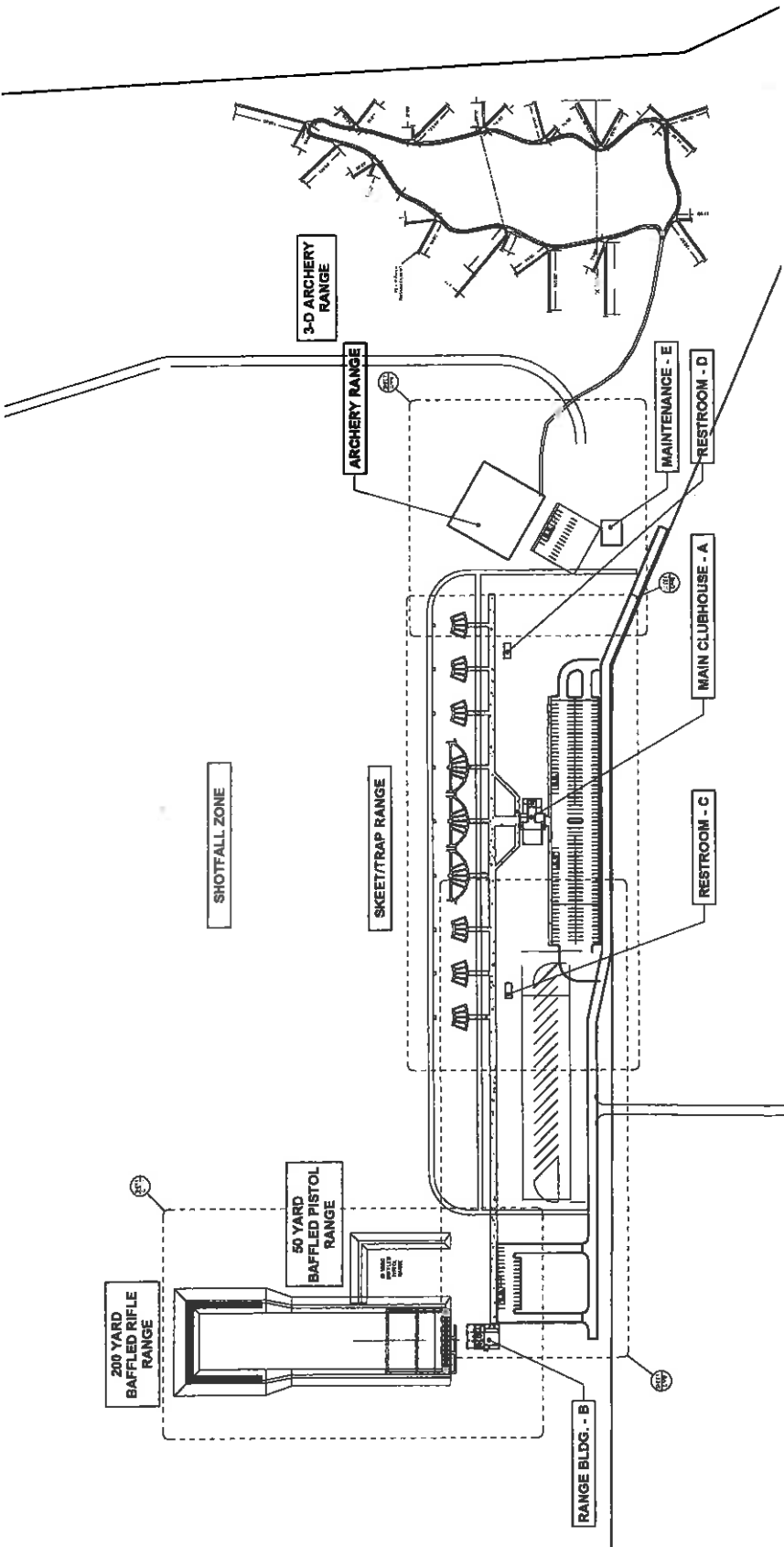


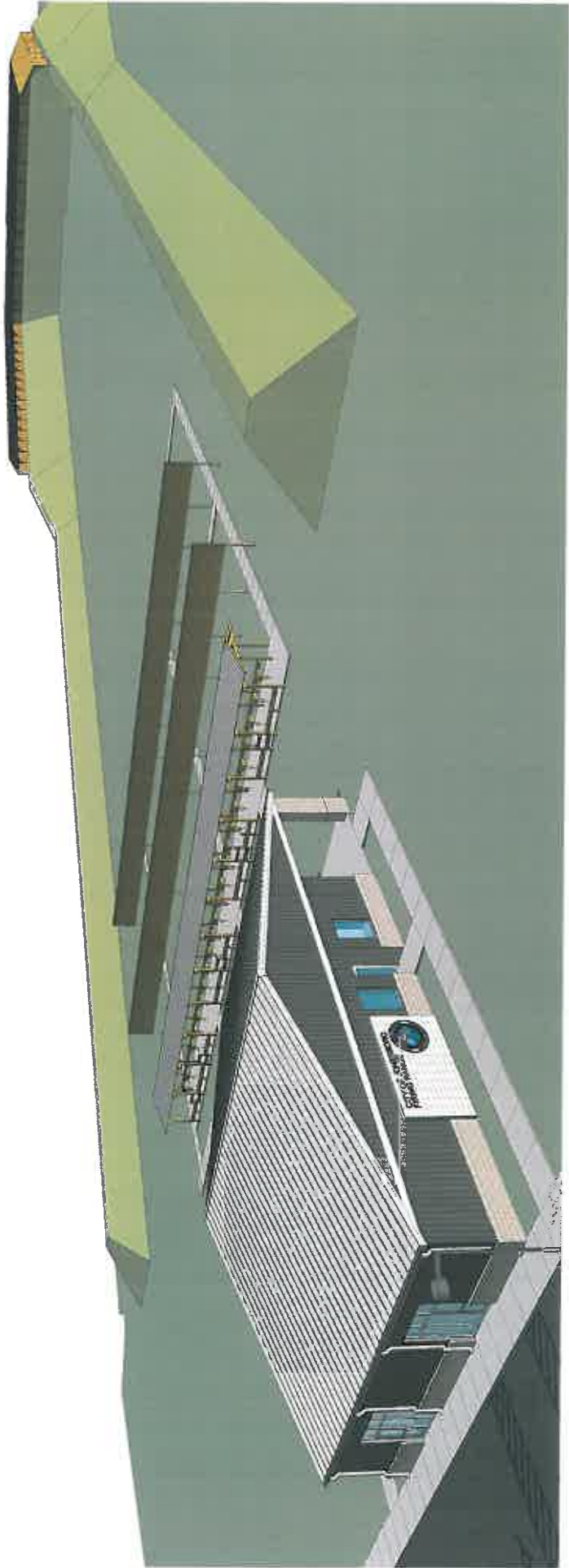


RESTROOM BUILDING - SCHEME A

SCALE: 1/8" = 1'-0" 830 SF







**FIRING RANGE**

**Exhibit "C"**  
**Hourly Rate Schedule**

**Brackett-Krennerich & Associates, P.A.**

Effective January 1, 2015

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Kyle Cook, Principal Architect.....	\$190.00 per hour
Jeff Herren, Principal Architect .....	\$190.00 per hour
Todd Welch, Principal Architect .....	\$190.00 per hour
Steve Schoettle, Intern Architect .....	\$125.00 per hour
Chris Ormond, Computer Drafter .....	\$50.00 per hour
DeDe Hillis, Office Manager/Marketing Coordinator.....	\$80.00 per hour

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Legislation Details (With Text)

**File #:** RES-16:089    **Version:** 1    **Name:** Authorizing the filing of applications for FTA grants  
**Type:** Resolution    **Status:** To Be Introduced  
**File created:** 7/6/2016    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C CHAPTER 53; TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.  
**Sponsors:** Grants, JETS  
**Indexes:** Grant  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C CHAPTER 53; TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the Federal Transit Administrator has been delegated authority to award federal financial assistance for a transportation project; and

WHEREAS, the grant or cooperative agreement for the federal financial assistance will impose certain obligations upon the City of Jonesboro, and will require a local match of the project for such federal assistance; and

WHEREAS, the City of Jonesboro has and will provide all annual certifications and assurances to the Federal Transit Administration required for the project.

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

SECTION 1: The Public Transit Director is authorized to execute and file application for federal assistance on behalf of City of Jonesboro with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration. The City has received authority from the designated recipient (AHTD) to apply for Urbanized Area Formula Program assistance.

SECTION 2: The Public Transit Director is authorized to file with its application its annual certifications and assurances and other documents that the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.

SECTION 3: The Public Transit Director is hereby authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Jonesboro.





Legislation Details (With Text)

<b>File #:</b>	RES-16:090	<b>Version:</b>	1	<b>Name:</b>	Agreement with JURHA for submission of Fair Housing Assessment
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	7/6/2016	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO A COLLABORATION AGREEMENT WITH JONESBORO URBAN RENEWAL HOUSING AUTHORITY (JURHA) FOR THE SUBMISSION OF AN ASSESSMENT OF FAIR HOUSING				
<b>Sponsors:</b>	Grants				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">AFFH Collaboration Agreement</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO A COLLABORATION AGREEMENT WITH JONESBORO URBAN RENEWAL HOUSING AUTHORITY (JURHA) FOR THE SUBMISSION OF AN ASSESSMENT OF FAIR HOUSING  
WHEREAS, the City of Jonesboro is an entitlement city receiving Community Development Block Grant funds from the U.S. Housing and Urban Development Department and must submit a 5-year Consolidated Plan beginning in July 1, 2017; and

WHEREAS, JURHA is the public housing authority and receives U.S. Housing and Urban Development funds and must submit Annual Action Plans with their 5-year Public Housing Authority Plan beginning in April 1, 2020; and

WHEREAS, both program participants are subject to the affirmatively furthering fair housing requirements found in 24 CFR §§5.150 through 5.180 and required to submit an Assessment of Fair Housing Plan; and

WHEREAS, the City of Jonesboro desires to enter into an agreement with JURHA to collaborate and submit an Assessment of Fair Housing Plan to the U.S. Housing and Urban Development Department.

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

SECTION 1: This agreement between the City of Jonesboro and JURHA for the submission of the 2016 Assessment of Fair Housing Plan supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the program participants with respect to this agreement. Each program participants are bound to perform the duties as outlined in this agreement.

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

**COLLABORATION AGREEMENT**

**BETWEEN**

**City of Jonesboro, Arkansas Community Development**

**AND**

**Jonesboro Urban and Renewal Housing Authority**

**FOR**

**THE CONSOLIDATED PLANS FOR 2017 TO 2021 ASSESSMENT OF FAIR HOUSING**

THIS AGREEMENT, entered this 5th day of July, 2016 by and between the City of Jonesboro, Arkansas Community Development (herein called the "City") and Jonesboro Urban and Renewal Housing Authority (herein called the "JURHA") (collectively referred to as "Program Participants").

WHEREAS, the City, is a consolidated plan program participant with a program year start date of July 1, 2016. The City's next 5-year consolidated plan cycle will begin in July 1, 2017.

WHEREAS, JURHA, is a public housing authority (PHA) with a fiscal year beginning date of April 1, 2016. JURHA's next 5-year PHA plan will begin in 2020.

WHEREAS, the Program Participants are subject to the affirmatively furthering fair housing requirements found at 24 CFR §§5.150 through 5.180 and required to submit an Assessment of Fair Housing (AFH); and

WHEREAS, the Program Participants wish to collaborate to submit the AFH;

NOW, THEREFORE, it is agreed between the parties hereto that:

**LEAD ENTITY**

The City will serve as the lead entity of the collaboration and will be responsible for submitting the joint or regional AFH on behalf of JURHA.

**PROGRAM YEAR/FISCAL YEAR ALIGNMENT**

Collaborating Program Participants will, to the extent practicable, align their consolidated plan program year start date(s) and/or PHA plan fiscal year beginning date(s) in accordance with the regulations at 24 CFR 91.10, for consolidated plan program participants, or 24 CFR part 903, for PHAs. If alignment of program year(s) or fiscal year(s) is not possible, the AFH will be submitted in accordance with the lead entity's consolidated plan program year start date or PHA plan fiscal year beginning date (as applicable).

## CONSOLIDATED PLANNING/PHA PLANNING CYCLE ALIGNMENT

The AFH will be submitted in accordance with the City's Consolidated Plan program year effective date; JURHA will not align their program year with the City's program year but will include the AFH's components within their Annual and Five Year Plans.

## ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS

### Assessment of Fair Housing

Collaborating program participants will divide the completion of the AFH. The responsibilities of the Program Participants are as follows:

#### Program Participant #1

The City will be responsible for assignment of users in the WASS System for distribution of work required for AFH. In addition to the assignments, the City will conduct public hearings with all individuals, non-profits, and other business entities involved with housing for the City of Jonesboro. The Community Development staff will have meetings with certain department heads, council members and other public officials to educate on the need of the plan. Each Program Participant will be responsible for the assigned data maps and tables for the completion of the AFH Plan. Both participants will write on their assigned portions of the plan with the City performing final review after both parties have agreed on the overall content. Each Program Participant will also be accountable for their individual analysis, goals and priorities to be included in the submitted AFH. The City will be responsible for submission of plan through HUD WASS interface.

#### Program Participant #2

The City will assign users of JURHA in the WASS System to assist in the building of the AFH Plan. JURHA will be responsible to conduct all public meetings in regards to the public housing and housing choice voucher program components outlined in the AFH Rule. JURHA will assist in the collection, analysis, and the written portion of the AFH in specific to the public housing developments and the housing choice voucher program. JURHA will be accountable for any applicable analysis and any applicable joint goals and priorities to be included in the submitted AFH. Each Program Participant will also be accountable for their individual analysis, goals and priorities to be included in the submitted AFH.

## WITHDRAWAL

If either party decides to withdrawal from this collaborative agreement, a written letter must be submitted to the other participant within thirty business days before any action will be taken.

The withdrawing Program Participant must promptly notify HUD of its withdrawal from the collaboration.

SPECIAL CONDITIONS

Not applicable

SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

WAIVER

A Program Participant's failure to act with respect to a breach by another Program Participant does not waive its right to act with respect to subsequent or similar breaches. The failure of the Program Participant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ENTIRE AGREEMENT

This Agreement between the Program Participants for the submission of the 2016 AFH, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Program Participants with respect to this Agreement. By way of signing this agreement, the Program Participants are bound to perform the agreements within this agreement. Any amendment to this agreement must be submitted to HUD.

Date July 5, 2016

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**City of Jonesboro**

**Jonesboro Urban and Renewal Authority**

By \_\_\_\_\_

By Sharon Poe

Title \_\_\_\_\_

Title Executive Director

Attest \_\_\_\_\_

CITY CLERK

Countersigned: \_\_\_\_\_

By \_\_\_\_\_

FINANCE OFFICER

Countersigned: Julie Rogers

By 

FINANCE OFFICER

Fed I.D. # 71-6013749

Fed I.D. # 71-0430347

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_

[CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL