

CITY OF SPRINGDALE
Committee Agendas
Wednesday, November 2nd, 2022
Tiered Training Room (2nd Floor)
201 Spring Street, Springdale, AR 72764
Meetings begin at 5:30 P.M.

Finance Committee by Chairman Jeff Watson

1. **A Resolution** authorizing the Mayor and City Clerk to approve a Change Order with Milestone Construction for Water and Sewer Improvements related to the Razorback Greenway Realignment Project. Presented by Ben Peters, Director of Engineering. Pgs. 1-13
2. **A Resolution** authorizing the execution of a contract for architect services. Presented by Anne Gresham, Interim Director of Springdale Public Library. Pgs. 14-35
3. **A Resolution** authorizing the purchase of two snow plows for the Public Works Department; to waive competitive bidding; and for other purposes. Presented by James Smith, Director of Public Works. Pg. 36
4. ***BUDGET MEETING #2***

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE A CHANGE ORDER WITH MILESTONE CONSTRUCTION FOR WATER AND SEWER IMPROVEMENTS RELATED TO THE RAZORBACK GREENWAY REALIGNMENT PROJECT

WHEREAS, The City of Springdale has contracted with Milestone Construction for improvements known as the Razorback Greenway Alignment; and

WHEREAS, Springdale Water Utilities desires to make improvements to its facilities related to the Razorback Greenway Alignment and;

WHEREAS, Springdale Water Utilities agrees to reimburse the City of Springdale for said improvements:

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

Section 1. The Mayor and City Clerk are authorized to execute Change Order #1 to the Razorback Greenway Realignment Project for a change order of \$326,716.00 for water and sewer upgrades.

Section 2. The Mayor and City Clerk are authorized to execute additional change orders for water and sewer improvements as approved for reimbursement by Springdale Water Utilities.

PASSED AND APPROVED this 8th day of November, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



October 26, 2022

City of Springdale
128 Spring Street
Springdale, AR. 72764

Subject: COR #001 Razorback Greenway Realignment

Dear Mr. Peters,

Milestone Construction Company is pleased to provide you with a Guaranteed Maximum Price (GMP) of **Three Hundred Twenty-Six Thousand Seven Hundred Sixteen Dollars (326,716.00)** to add public water improvements to the above referenced project.

Our proposal has been prepared based on plans by McClelland Consulting Engineers, Inc. and dated on 9/26/2022 with mark-ups from MCE and are attached.

Scope of Work:

1. General Conditions

- a. Full time supervision while the project is under construction.
- b. Temporary utility costs for electricity, water, and gas while the project is under construction.
- c. Temporary toilet facilities while the project is under construction.
- d. Trash service as required to remove all trash from the construction site.
- e. We will use CMIC project management software. Seats for Owner and Engineer are included.

2. Site Utilities

- a. Water – Provide and install water line as shown on the drawings on pages W1 & W2. Piping to be C900 DR-14. Price includes joint restraints, thrust blocks and steel encasement with guides. Includes valves, hydrants, and fittings as necessary to avoid existing utilities as shown.
- b. Includes removal and replacement of asphalt as shown on the drawings W1 & W2, including the removal of concrete in areas of asphalt removal as shown and down Holcomb Street as necessary to install new water line and cut and cap. Includes repair of asphalt as shown on W1 & W2 drawings.



Anything not specifically mentioned above is excluded from this scope of work.

We appreciate the opportunity to provide a price for this project and look forward to working with you in the future. Please let me know should you have any questions or need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Davis', with a stylized flourish extending to the right.

Mike Davis
Vice President



Description	Quantity	U/M	Unit Total		Extension
			Cost		
6" C900 DR-14	80	LF	\$ 26.71	\$	2,136.80
8" C900 DR-14	480	LF	\$ 55.58	\$	26,678.40
6" Mueller H615 Tap Sleeve or Equal	2	EA	\$ 2,353.17	\$	4,706.34
8" Mueller H615 Tap Sleeve or Equal	1	EA	\$ 2,873.74	\$	2,873.74
6" T-2362 FLxFL TAP VALVE	2	EA	\$ 1,856.20	\$	3,712.40
8" T-2362 FLxFL TAP VALVE	1	EA	\$ 2,700.52	\$	2,700.52
2" T-2362 THDxTHD TAP VALVE	2	EA	\$ 796.60	\$	1,593.20
8" A-2361 MJxMJ VALVE	4	EA	\$ 2,136.80	\$	8,547.20
6" A-2361 MJxMJ VALVE	5	EA	\$ 1,424.97	\$	7,124.85
6" MJxFLG C153 ADAPTER	3	EA	\$ 341.28	\$	1,023.84
8" MJxFLG C153 ADAPTER	1	EA	\$ 457.34	\$	457.34
8" MJ TEE	2	EA	\$ 727.74	\$	1,455.48
8" 45 (1/8bend) MJ	3	EA	\$ 423.84	\$	1,271.52
8" 22 1/2 (1/16bend) MJ	5	EA	\$ 418.50	\$	2,092.50
8" 11 1/4 (1/32bend) MJ	4	EA	\$ 394.49	\$	1,577.96
8"x8"x6"x6" CROSS MJ	1	EA	\$ 997.17	\$	997.17
8" MJxMJxSWIVEL TEE	3	EA	\$ 929.17	\$	2,787.51
8"x6" MJxMJxSWIVEL TEE	3	EA	\$ 809.11	\$	2,427.33
8"x6" MJ TEE	1	EA	\$ 647.69	\$	647.69
8" PLUGS W/ EARS	4	EA	\$ 295.27	\$	1,181.08
6" PLUGS W/ EARS TAPPED 2" THD	2	EA	\$ 293.93	\$	587.86
6" MJ CAPS	4	EA	\$ 187.21	\$	748.84
8" MJ CAPS	4	EA	\$ 230.86	\$	923.44
8"x12" SWIVELxSOLID ADAPT. W/ SG	3	EA	\$ 517.09	\$	1,551.27
6"x13" SWIVELxSOLID ADAPT. W/SG	2	EA	\$ 436.67	\$	873.34
16 STEEL PIPE @ SEWER CROSSING	20	EA	\$ 151.12	\$	3,022.40
ADS PIPE GUIDE DR-14 INSIDE 16" STEEL	4	EA	\$ 212.77	\$	851.08
16"X 8" FERNCO REDUCERS FOR END SEAL	2	EA	\$ 124.91	\$	249.82
2" PE SDR-9	100	LF	\$ 5.88	\$	588.00
2" M THDx2" COMP FITTING FOR SDR-9	4	EA	\$ 171.48	\$	685.92
2" CAPS FOR SDR-9 COMP	2	EA	\$ 57.37	\$	114.74
2" COMP COUPLING FOR SDR-9	2	EA	\$ 220.07	\$	440.14
2" BRASS NIPPLE	4	EA	\$ 113.39	\$	453.56
CENTURION A-423 FIRE HYDRANT 3' BURY DEPTH	1	EA	\$ 5,065.24	\$	5,065.24
CENTURION A-423 FIRE HYDRANT 5' BURY DEPTH	1	EA	\$ 5,065.24	\$	5,065.24
CENTURION A-423 FIRE HYDRANT 6' BURY DEPTH	1	EA	\$ 5,332.04	\$	5,332.04
VALVE BOX FOR DI GATE VALVE 2' DEPTH	2	EA	\$ 323.00	\$	646.00

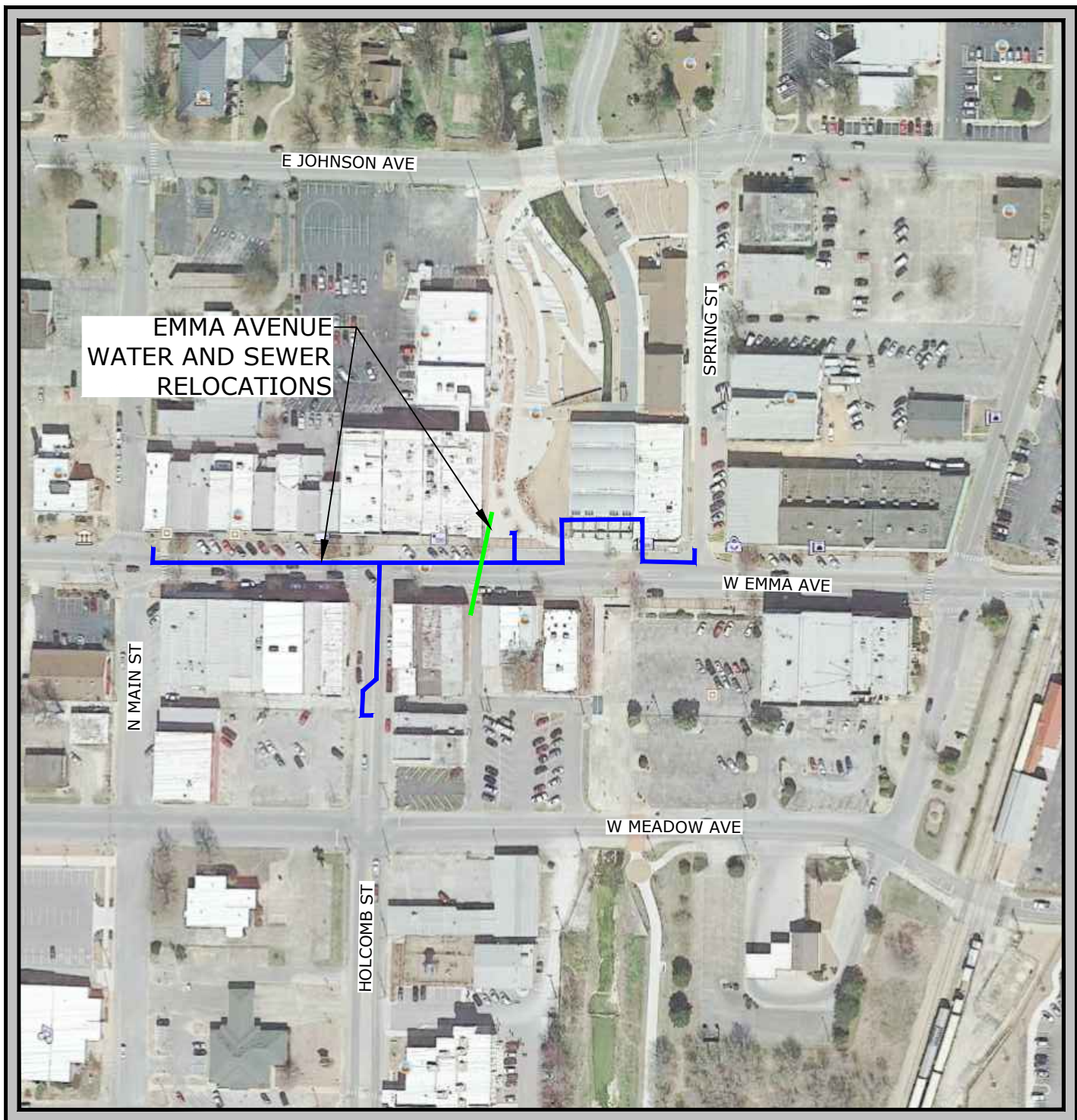
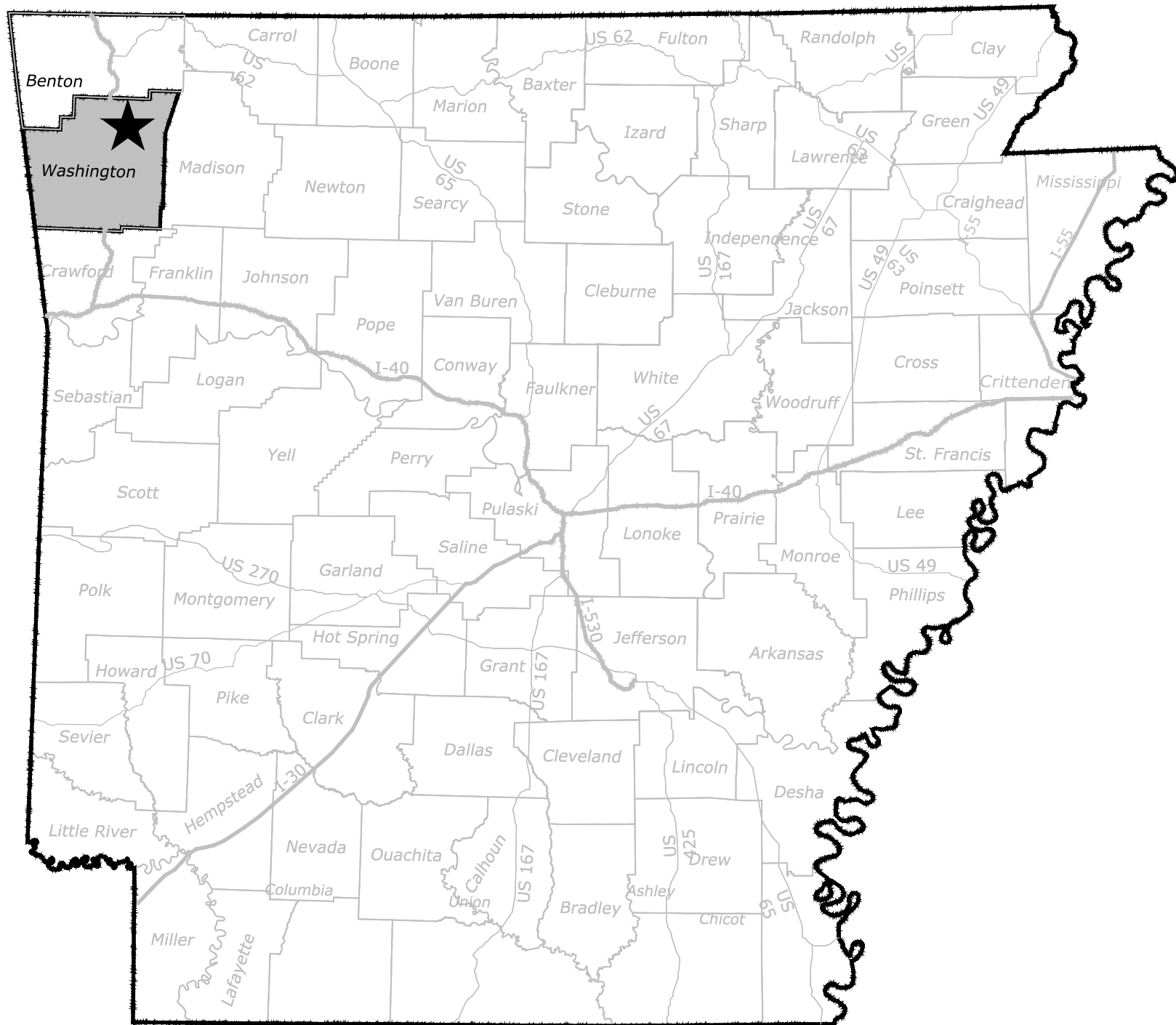
VALVE BOX FOR DI GATE VALVE 3' DEPTH	8	EA	\$	323.00	\$	2,584.00
VALVE BOX FOR DI GATE VALVE 4' DEPTH	4	EA	\$	323.00	\$	1,292.00
VALVE BOX FOR DI GATE VALVE 5' DEPTH	3	EA	\$	323.00	\$	969.00
VALVE BOX FOR DI GATE VALVE 6' DEPTH	1	EA	\$	323.00	\$	323.00
VALVE BOX FOR DI GATE VALVE 7' DEPTH	8	EA	\$	323.00	\$	2,584.00
VALVE BOX TOPS LABELED WATER	26	EA	\$	104.10	\$	2,706.60
AFC VALVE BOX SELF CENTER ALIGNMENT RINGS	14	EA	\$	61.65	\$	863.10
STANDARD VALVE BOX TOP READING TRACER	12	EA	\$	41.40	\$	496.80
VALVE BOXES TOP ONLY TYLER 6855	26	EA	\$	157.97	\$	4,107.22
ROLLS TRACER WIRE SOLID 12 GAUGE COATED	3	EA	\$	581.63	\$	1,744.89
8" SS RISER CLAMPS	12	EA	\$	195.32	\$	2,343.84
3/4" SS ALL THREAD ROD	180	EA	\$	14.22	\$	2,559.60
3/4" SS NUTS	150	EA	\$	1.89	\$	283.50
3/4" SS WASHERS	150	EA	\$	1.89	\$	283.50
8" MJ GASKETS C900 PVC TO DI FITTING	51	EA	\$	80.23	\$	4,091.73
6" MJ GASKETS C900 PVC TO DI FITTING	17	EA	\$	80.23	\$	1,363.91
4" MJ GASKETS C900 PVC TO DI FITTING	0	EA	\$	-	\$	-
8" TUFGRIP 2000 SERIES C-900 PIPE TO DI FITTING	44	EA	\$	190.89	\$	8,399.16
6" TUFGRIP 2000 SERIES C-900 PIPE TO DI FITTING	10	EA	\$	132.36	\$	1,323.60
PIPE LUBE 5 GALLON	2	EA	\$	100.05	\$	200.10
PIPE LUBE APPLICATOR	2	EA	\$	7.79	\$	15.58
6" FLANGE PACKS	4	EA	\$	89.85	\$	359.40
8" FLANGE PACKS	2	EA	\$	91.77	\$	183.54
ROLL FOIL DETECTION TAPE READING WATER	1	EA	\$	150.52	\$	150.52
Concrete Restraints	36	CY	\$	327.58	\$	11,792.88
Flowable fill over insulated pipe and abandoned lines	8	CY	\$	222.00	\$	1,776.00
- Pump Truck for Flowable Fill	1	LS	\$	1,758.47	\$	1,758.47
Hot Tap Machine	4	EA	\$	1,047.68	\$	4,190.72
Excavation and Haul Off	800	CY	\$	27.00	\$	21,600.00
Gravel Backfill (Class 7)	800	CY	\$	34.49	\$	27,592.00
Asphalt Replacement	1900	SF	\$	9.10	\$	17,290.00
Saw cut, remove and haul off of existing concrete	2100	SF	\$	7.48	\$	15,708.00
Saw cut, remove and haul off of existing asphalt	1900	SF	\$	7.48	\$	14,212.00
Excavator (39000lb)	1.5	MO	\$	7,882.79	\$	11,824.19
Backhoe	1.75	MO	\$	2,546.75	\$	4,456.81
Trench Boxes 8'x10' -	1.5	MO	\$	3,011.68	\$	4,517.52
Hydrostatic Test Rig	4	Day	\$	700.71	\$	2,802.84
Water Trailer	1	MO	\$	1,697.83	\$	1,697.83
Mini-Excavator	1.5	MO	\$	2,001.02	\$	3,001.53
Fuel for Equipment	1	LS	\$	3,638.21	\$	3,638.21
Company Vehicles	1.5	MO	\$	1,212.74	\$	1,819.11
Project Manager	0.5	MO	\$	9,889.75	\$	4,967.60
Superintendent	1.5	MO	\$	9,889.75	\$	14,834.63

Subtotal	\$	311,900.72
CM Fee	\$	14,815.28
Total	\$	326,716.00



EMMA AVENUE WATER & SEWER UTILITY RELOCATIONS

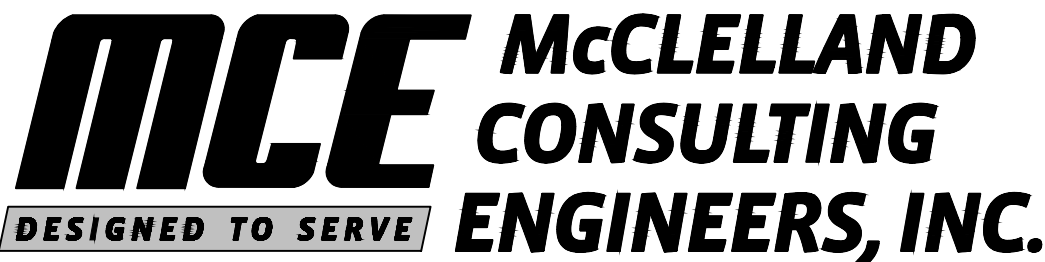
EMMA AVENUE SPRINGDALE, AR
ADH SUBMITTAL



VICINITY MAP



SEPTEMBER 2022
MCE PROJECT NUMBER 20-2130



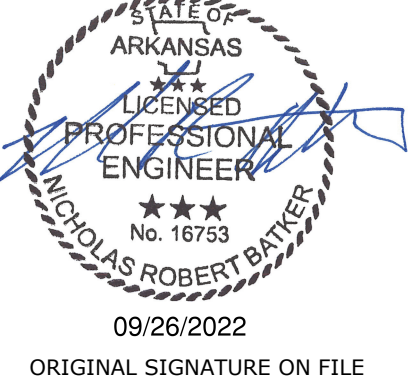
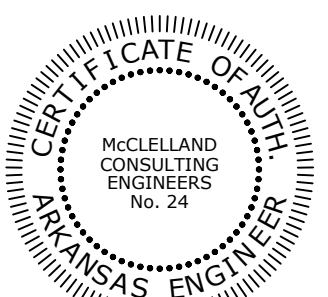
<http://www.mce.us.com>

1580 E STEARNS ST
FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377

LITTLE ROCK, AR • FAYETTEVILLE, AR • FORT SMITH, AR • TULSA, OK



REVISIONS		
REV	DATE	DESCRIPTION



W:\2020\20-2130 - Emma Ave RGT Water & Sewer Relocations, Springdale, AR\Design Drawings\Sheets\202130 Cover Sheet And Notes.dwg, PRINTED ON: September 7, 2022 @ 5:09 PM

GENERAL NOTES

- WARRANTY / DISCLAIMER**
THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR DESIGN FUNCTION AND USE INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER THE ENGINEER NOR HIS PERSONNEL CAN OR DO WARRANT THESE DRAWINGS FOR ANY UNAUTHORIZED USE. MCCLELLAND CONSULTING ENGINEERS, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE MISUSE OF THE DRAWINGS AND DESIGNS OR THE USE BY ANY OTHER PARTY.
- ALL CONSTRUCTION SHALL CONFORM TO THE SPRINGDALE WATER UTILITIES "SPECIFICATION REQUIREMENTS FOR THE CONSTRUCTION OF WATER AND SEWER FACILITIES", DATED JANUARY 20, 2021, UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL RETAIN A FULL SET OF LATEST APPROVED CONSTRUCTION PLANS ON SITE DURING ALL CONSTRUCTION ACTIVITIES.
- THE BOUNDARY / TOPOGRAPHIC SURVEY HAS BEEN PROVIDED BY THE FOLLOWING COMPANY:
MCCLELLAND CONSULTING ENGINEERS, INC.
1580 EAST STEARNS STREET
FAYETTEVILLE, AR 72703
OFFICE: (479) 443-2377
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY ALL EXISTING FEATURES AS SHOWN ON THE SURVEY AND NOTIFY THE SURVEYOR AND THE ENGINEER OF RECORD OF ANY INACCURACIES FOUND ON THE SURVEY PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL PROTECT ALL ESTABLISHED REFERENCE POINTS AND PROPERTY MONUMENTS. THE CONTRACTOR SHALL NOT MAKE ANY CHANGES OR RELOCATIONS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNER (ENGINEER). IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR FOR THE ACCURATE REPLACEMENT OR RELOCATION OF ANY LOST OR DAMAGED REFERENCE POINTS OR PROPERTY MONUMENTS, THIS WORK SHALL BE DONE BY A LICENSED PROFESSIONAL SURVEYOR.
- EXISTING UTILITIES ARE SHOWN BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME THESE PLANS WERE PRODUCED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES SHOWN OR NOT SHOWN ON THE PLANS PRIOR TO COMMENCING CONSTRUCTION. IF ANY CONFLICTS ARE IDENTIFIED THE CONTRACTOR MUST CONTACT MCCLELLAND CONSULTING ENGINEERS, INC. AT (479) 443-2377 AS SOON AS PRACTICALLY POSSIBLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATION, GRADE ADJUSTMENTS AND / OR REMOVAL (IF APPROVED BY THE UTILITY) OF EXISTING UTILITIES SHOWN OR NOT SHOWN ON THE PLANS AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL CONTACT ARKANSAS ONE CALL CENTER FOR UTILITY LOCATES AT (800) 482-8998 OR 811 AT LEAST 48 HOURS PRIOR TO EXCAVATION. THE CONTRACTOR SHALL OBSERVE ALL REQUIREMENTS OF THE ONE CALL SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND ANY FINES ASSOCIATED WITH NOT MEETING THE LEGAL REQUIREMENTS OF THE DAMAGE PREVENTION ACT.
- ALL REQUIRED PERMITS MUST BE MAINTAINED ON SITE AT ALL TIMES.
- THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THIS SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PHASES OF THIS PROJECT. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO CONSTRUCTION WORKING HOURS.
- THE CONTRACTOR SHALL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING ALL PHASES OF THIS PROJECT.
- THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH, AND OTHER MATERIALS IN COMPLETION OF THIS PROJECT. DISPOSAL SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY SANITARY FACILITIES FOR THE WORKERS AND INSPECTORS ON THE PROJECT SITE.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE DESIGN AND IMPLEMENTATION OF SHEETING, SHORING, BRACING, AND SPECIAL EXCAVATION MEASURES AS REQUIRED TO MEET ALL OSHA, FEDERAL, STATE AND LOCAL REGULATIONS PURSUANT TO THE INSTALLATION OF THE WORK INDICATED ON THESE DRAWINGS.
- THE CONTRACTOR SHALL CONDUCT THE WORK IN A MANNER THAT WILL ENSURE, AS FAR AS PRACTICABLE, THE LEAST OBSTRUCTION TO TRAFFIC AND SHALL PROVIDE FOR THE CONVENIENCE AND SAFETY OF THE GENERAL PUBLIC AND RESIDENTS ALONG AND ADJACENT TO ROADWAYS IN THE CONSTRUCTION AREA.
- WHEN WORKING IN ROADWAY RIGHT-OF-WAY THE CONTRACTOR SHALL MAINTAIN A SAFE WORK ZONE THAT FOLLOWS REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). WHEN WORKING IN ARDOT RIGHT-OF-WAY THE CONTRACTOR SHALL ALSO MEET ARDOT REQUIREMENTS AND MAINTAIN ANY ASSOCIATED PERMITS.
- NONRUBBER-TIRED VEHICLES SHALL NOT BE OPERATED ON PUBLIC OR PRIVATE ROAD WITHOUT WRITTEN CONSENT FROM THE OWNER OF SAID ROAD. ANY DAMAGES CAUSED BY OPERATING ANY CONTRACTOR OR SUBCONTRACTOR VEHICLE ON EXISTING ROADWAYS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- INGRESS AND EGRESS TO PUBLIC AND PRIVATE PROPERTIES (INCLUDING ALL ADJOINING PROPERTIES) SHALL BE MAINTAINED AT ALL TIMES.
- STREET AND ROAD SIGNS (INCLUDING SUPPORTS) THAT INTERFERE WITH CONSTRUCTION SHALL BE REMOVED AND ERECTED IN TEMPORARY LOCATIONS DURING CONSTRUCTION IN A MANNER SATISFACTORY TO GOVERNING AGENCY OF SAID SIGN. ALL RELOCATED SIGNS SHALL BE REINSTALLED IN ORIGINAL LOCATION AFTER CONSTRUCTION BUT BEFORE FINAL COMPLETION.
- MAIL BOXES THAT INTERFERE WITH CONSTRUCTION SHALL BE REMOVED AND ERECTED IN TEMPORARY LOCATIONS DURING CONSTRUCTION IN A MANNER SATISFACTORY TO THE U.S. POSTAL SERVICE. REMOVAL, TEMPORARY ERECTION AND PERMANENT ERECTION OF MAILBOXES SHALL BE IN ACCORDANCE WITH THE U.S. POSTAL SERVICE REGULATIONS.
- THE CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE DIVERSIONS AND OTHER WATER CONVEYANCE MEASURES DURING CONSTRUCTION, THESE FACILITIES SHALL BE FREE OF SEDIMENT DURING ALL PHASES OF CONSTRUCTION.
- THE OVERALL DISTURBANCE REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT IS LESS THAN 5 ACRES, THEREFORE, PERMIT ARK150000 SHALL SITE WILL BE REQUIRED FOR THIS WORK. IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE THE REQUIRED DOCUMENTS INCLUDING THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND THE NOTICE OF COVERAGE (NOC) CREATED AND POSTED AT THE CONSTRUCTION SITE PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL REQUIREMENTS OF THE PERMIT AND WILL BE RESPONSIBLE FOR AND REQUIRED TO PAY ALL FINES ASSOCIATED WITH NOT FOLLOWING THE PERMIT. FURTHERMORE, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN EROSION CONTROL MEASURES AS SHOWN ON THE SWPPP PLANS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR IMPLEMENTING THE SWPPP BEFORE, DURING AND AFTER RAIN FALL EVENTS. CONTRACTOR WILL ALSO BE RESPONSIBLE FOR ANY ADDITIONAL REQUIREMENTS SET FORTH BY THE APPROVED PERMIT.

FLOOD CERTIFICATION

PORTIONS OF THE PROJECT AREA ARE LOCATED WITHIN FEMA FLOOD ZONES 'REGULARITY FLOODWAY' AND '1% ANNUAL FLOOD HAZARD CHANCE' AS DETERMINED BY THE NATIONAL FLOOD HAZARD LAYER MANAGED BY THE FEMA FOR WASHINGTON COUNTY, ARKANSAS.
FIRM PANEL: 05143C0070F EFFECTIVE DATE: 04/02/2008

CONTACTS

SPRINGDALE WATER UTILITIES
AT&T
526 OAK AVENUE
SPRINGDALE, AR 72765
479-751-5751

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SPRINGDALE, AR 72762
STEVEN THOMPSON
479-717-3724

FIRE DEPARTMENT
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SPRINGDALE, AR 72764
479-751-4510
BLAKE HOLTE, FIRE CHIEF
BHOLTE@SPRINGDALEAR.GOV

EMERGENCY
911

SEWER LINE NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING LOCATION, DEPTH, AND SIZES OF ALL EXISTING UTILITIES PRIOR TO THE COMMENCEMENT OF TRENCHING ACTIVITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS THAT WOULD REQUIRE A DESIGN UPDATE AS SOON AS PRACTICABLY POSSIBLE.
- ALL EXISTING SEWERS SHALL BE KEPT IN SERVICE UNLESS OTHERWISE NOTED ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REQUIRED BYPASS PUMPING ACTIVITIES, THE COST FOR THESE ACTIVITIES SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION UNLESS SPECIFICALLY DESCRIBED WITHIN THE BID FORM.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STORM WATER OUT OF EXISTING OR PROPOSED SEWER. THE END OF THE PIPE SHALL BE PLUGGED WHEN THE CONTRACTOR IS NOT ACTIVELY LAYING PIPE IN THAT LOCATION TO ENSURE DEBRIS, GROUND WATER, STORM WATER, ETC. DOES NOT ENTER THE SEWER SYSTEM.
- ALL PROPOSED GRAVITY SEWER LINES SHALL BE PVC SDR-26, UNLESS OTHERWISE NOTED.
- ALL SEWER LINE AND FORCE MAIN SHALL BE RESTRAINED WITHIN ENCASEMENT.
- THE SEWER MAIN SHALL BE INSTALLED A MINIMUM OF FIVE-FEET (5') FROM EXISTING POWER POLES. CONTRACTOR SHALL COORDINATE WITH ELECTRIC UTILITY PROVIDER AS REQUIRED DURING CONSTRUCTION.
- ALL TRENCHING, BACKFILLING AND PIPE LAYING IS TO MEET MOST RECENT OSHA REQUIREMENTS.
- ALL TRENCHES AND EXCAVATIONS SHALL BE PROTECTED FROM THE PUBLIC.
- ALL UNDERGROUND LINES SHALL BE INSPECTED BY THE OWNER OR THE OWNER'S REPRESENTATIVE PRIOR TO BACK FILLING.
- TESTING OF SEWER LINES SHALL BE AT THE CONTRACTOR'S EXPENSE INCLUDING ALL RELATED EQUIPMENT AND APPURTENANCES.
- MAINTAIN MINIMUM HORIZONTAL SEPARATION OF TEN-FEET (10') CLEAR (OUTSIDE DIAMETER TO OUTSIDE DIAMETER) BETWEEN WATER AND SEWER LINES.
- MAINTAIN MINIMUM VERTICAL SEPARATION OF EIGHTEEN-INCHES (18") CLEAR (OUTSIDE DIAMETER TO OUTSIDE DIAMETER) BETWEEN WATER AND SEWER.
- WHEN CROSSING AN EXISTING OR PROPOSED WATER LINE INSTALL THE PROPOSED SEWER LINE SUCH THAT A JOINT OF PIPE IS CENTERED ALONG THE WATER LINE AND THE JOINTS ARE AS FAR AS PRACTICALLY POSSIBLE FROM THE WATER LINE.
- IN THE EVENT THE CONTRACTOR DETERMINES THE MINIMUM VERTICAL OR HORIZONTAL CLEARANCE CANNOT BE MAINTAINED, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER PRIOR TO INSTALLING SEWER LINE.

WATER LINE NOTES

- ALL EXISTING WATER LINES SHALL BE KEPT IN SERVICE DURING CONSTRUCTION UNLESS OTHERWISE NOTED ON THE PLANS. THE CONTRACTOR SHALL MAKE EVERY EFFORT POSSIBLE TO PROVIDE A SINGLE WATER SHUT DOWN IF REQUIRED TO CONNECT THE NEW WATER LINE TO THE EXISTING WATER SYSTEM.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ANY AND ALL FOREIGN OBJECTS OUT OF EXISTING OR PROPOSED WATER LINE. THE END OF THE PIPE SHALL BE PLUGGED WHEN THE CONTRACTOR IS NOT ACTIVELY LAYING PIPE IN THAT LOCATION TO ENSURE DEBRIS, GROUND WATER, STORM WATER, ETC. DOES NOT ENTER THE WATER SYSTEM.
- ALL PROPOSED WATER LINES SHALL BE DUCTILE IRON SPECIAL THICKNESS CLASS 50, UNLESS OTHERWISE NOTED.
- ALL WATER LINES, SERVICE LINES, AND METER SETTINGS SHALL BE INSTALLED A MINIMUM OF TEN-FEET (10') FROM EXISTING AND PROPOSED SEPTIC FIELDS.
- THE CONTRACTOR SHALL NOT OPERATE WATER VALVES UNLESS DULY AUTHORIZED TO DO SO BY THE UTILITY OWNER. THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE CAUSED BY OPERATING VALVES WITHOUT CONSENT OF THE OWNER.
- THE WATER MAIN SHALL BE INSTALLED A MINIMUM OF FIVE-FEET (5') FROM EXISTING POWER POLES. CONTRACTOR SHALL COORDINATE WITH ELECTRIC UTILITY PROVIDER AS REQUIRED DURING CONSTRUCTION.
- WHERE FITTINGS ARE REQUIRED FOR HORIZONTAL AND VERTICAL CHANGES IN WATER MAIN ALIGNMENT, COMPACT (UNLESS OTHERWISE SPECIFIED) DUCTILE IRON FITTINGS SHALL BE USED. ALL DUCTILE IRON FITTINGS SHALL INCLUDE RESTRAINING DEVICES (EBAA MEGALUG OR APPROVED EQUAL). PAYMENT WILL BE BASED ON THE ACTUAL WEIGHT OF THE FITTING NO ADDITIONAL PAYMENT WILL BE MADE FOR RESTRAINTS, BOLTS, OR OTHER REQUIRED APPURTENANCES. IN ADDITION, ALL FITTINGS SHALL INCLUDE THRUST BLOCKING, UNLESS NOTED WITHIN THE PLANS.
- ALL TRENCHING, BACKFILLING AND PIPE LAYING IS TO MEET MOST RECENT OSHA REQUIREMENTS.
- ALL UNDERGROUND LINES SHALL BE INSPECTED BY THE OWNER OR THE OWNER'S REPRESENTATIVE PRIOR TO BACKFILLING.
- TESTING OF WATER LINES SHALL BE AT THE CONTRACTOR'S EXPENSE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING WATER NEEDED FOR TESTING.
- MAINTAIN MINIMUM HORIZONTAL SEPARATION OF TEN-FEET (10') CLEAR (OUTSIDE DIAMETER TO OUTSIDE DIAMETER) BETWEEN WATER AND SEWER LINES.
- MAINTAIN MINIMUM VERTICAL SEPARATION OF EIGHTEEN-INCHES (18") CLEAR (OUTSIDE DIAMETER TO OUTSIDE DIAMETER) BETWEEN WATER AND SEWER.
- WHEN CROSSING AN EXISTING OR PROPOSED SEWER LINE INSTALL THE PROPOSED WATER LINE SUCH THAT A JOINT OF PIPE IS CENTERED ALONG THE SEWER LINE AND THE JOINTS ARE AS FAR AS PRACTICALLY POSSIBLE FROM THE SEWER LINE.
- IN THE EVENT THE CONTRACTOR DETERMINES THE MINIMUM CLEARANCE CANNOT BE MAINTAINED, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER PRIOR TO INSTALLING THE WATER LINE.

INDEX TO DRAWINGS

- C.0 COVER
- C.1 INDEX, NOTES & LEGEND
- S.1 SANITARY SEWER PLAN & PROFILE
- W.1 WATER LINE PLAN & PROFILE
- W.2 WATER LINE PLAN & PROFILE
- D.1 WATER AND SEWER DETAILS
- D.2 WATER AND SEWER DETAILS

LEGEND

	EXISTING WATER LINE		EXISTING POWER POLE
	EXISTING SANITARY SEWER LINE		EXISTING WATER VALVE
	EXISTING FORCE MAIN LINE		EXISTING POLES
	EXISTING OVERHEAD ELECTRIC		EXISTING SEWER MH
	EXISTING GAS LINE		NEW SANITARY SEWER MH
	EXISTING UNDERGROUND ELECTRIC		EXISTING WATER METER
	EXISTING UNDERGROUND FIBER OPTIC		EXISTING FIRE HYDRANT
	EXISTING UNDERGROUND TELEPHONE		NEW WATER VALVE
	EXISTING FENCE		NEW FIRE HYDRANT
	NEW GRAVITY SEWER LINE		
	NEW WATER LINE		

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EMMA AVENUE WATER & SEWER UTILITY RELOCATIONS

DESIGNED BY: NRB

DRAWN BY: ATT

DATE: SEPT 2022

REVISION: ----

SCALE: 1"=20'

JOB NUMBER: 20-2130

DESIGNED BY: NRB

DRAWN BY: ATT

DATE: SEPT 2022

REVISION: ----

SCALE: 1"=20'

JOB NUMBER: 20-2130

EMMA AVENUE WATER & SEWER UTILITY RELOCATIONS

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JOB NUMBER: 20-2130

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REVISION: ----

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JOB NUMBER: 20-2130

REV		DATE		DESCRIPTION	

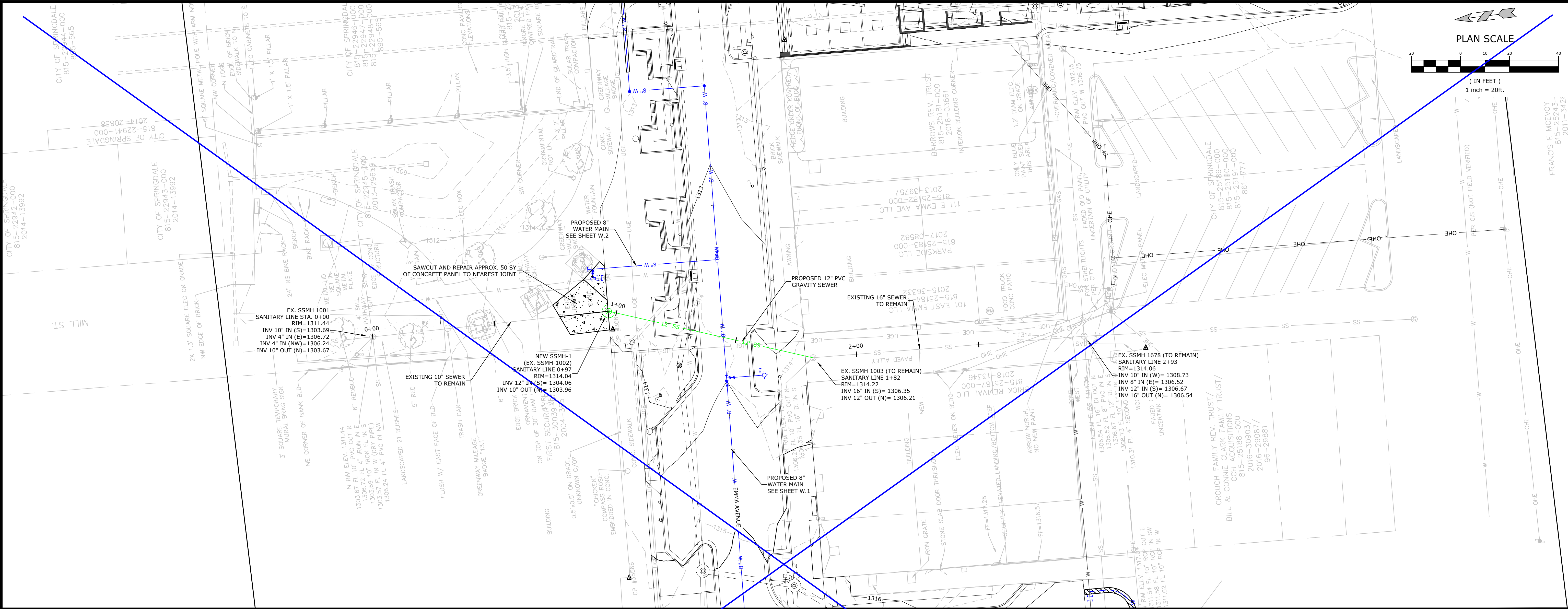
INDEX, NOTES & LEGEND

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NRB	ATT
DATE:	REVISION:
SEPT 2022	----
SCALE:	JOB NUMBER:
1"=20'	20-2130

C.1

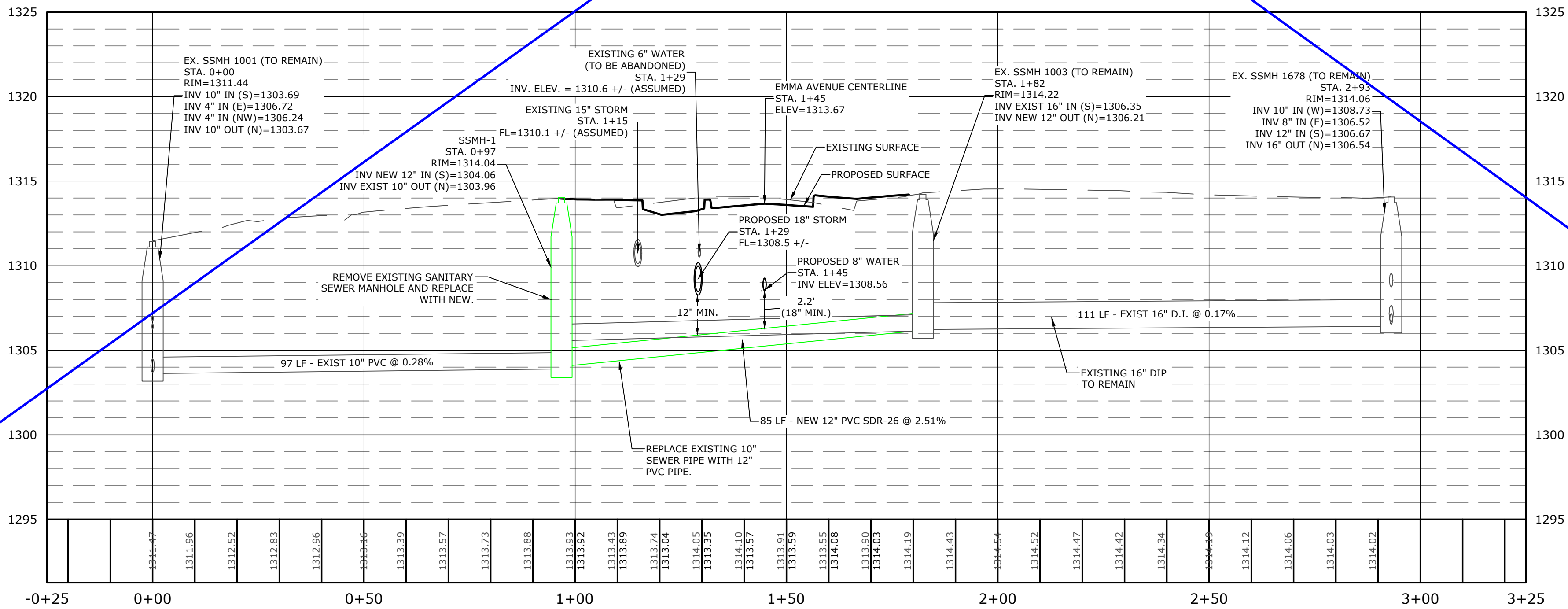
Page 8

W:\2020\20-2130 - Emma Ave RGT Water & Sewer Relocations_Springdale, AR\Design Drawings\2021\30-SP.dwg, PRINTED ON: September 26, 2022 @ 9:45 AM



- NOTES:
1. CONTRACTOR TO USE CLASS 7 BACKFILL FOR ALL SEWER MAIN INSTALLATION, UNLESS OTHERWISE NOTED.

SANITARY LINE PROFILE
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=5'



BYPASS PUMPING NOTES:

1. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR THE MOBILIZATION, SETUP, INSTALLATION AND OPERATION OF A BYPASS SANITARY SEWER PUMP-AROUND SETUP FOR THE SIZE OF PUMPING SYSTEM AND TEMPORARY PIPING REQUIRED TO ADEQUATELY BYPASS SANITARY SEWER FLOWS AT THIS LOCATION. SEE PAY ITEMS ASSOCIATED WITH MOBILIZATION/SETUP AND OPERATION OF BYPASS PUMPING SYSTEM.
2. THE BYPASS SANITARY SEWER PUMP-AROUND SETUP SHALL INCLUDE THE INSTALLATION OF AN ADEQUATELY SIZED BYPASS PUMP TO HYDRAULICALLY MEET THE SANITARY SEWER FLOWS THAT EXIST WITHIN THE MAIN TO BE BYPASSED INCLUDING AN ONSITE REDUNDANT OR SECONDARY PUMPING SYSTEM ON STANDBY, ADEQUATELY SIZED PIPING, HOSE, PLUGS, FIELD OPERATION, MANPOWER, TRAFFIC CONTROL, OBSERVATION OF UPSTREAM AND DOWNSTREAM FLOWS, 24-HOUR PER DAY PUMP AND BYPASS PIPELINE WATCH, THROTTLING OF EQUIPMENT AS REQUIRED TO MATCH FLOWS, 24-HOUR PER DAY OPERATION AS REQUIRED, COORDINATION WITH AFFECTED PROPERTY OWNERS, SETUP, BREAKDOWN, ASSEMBLY, INSTALLATION AND DISMANTLING OF PIPING, CLEARING OF WASTEWATER WITHIN THE BYPASS PIPING, ALL NECESSARY FITTINGS, CHECK VALVES, MANIFOLD OF PIPING AND MULTIPLE PUMPS, TRAFFIC RATED ROAD RAMP/PLATE PIPING SYSTEMS THAT ALLOW PUBLIC VEHICULAR TRAFFIC TO CROSS THE PIPE ALIGNMENT WITHOUT DISRUPTION OF FLOW, AND THE INSTALLATION AND REMOVAL OF SEWER PLUGS. CONTRACTOR SHALL SUBMIT PUMP DETAILS, HYDRAULIC CALCULATIONS AND DRAWINGS FOR REVIEW PRIOR TO RENTAL OR PURCHASE OF THESE ITEMS.

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STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
ROBERT BATES
No. 16753
09/26/2022
ORIGINAL SIGNATURE ON FILE

EMMA AVENUE WATER & SEWER
UTILITY RELOCATIONS
EMMA AVENUE
SPRINGDALE, AR

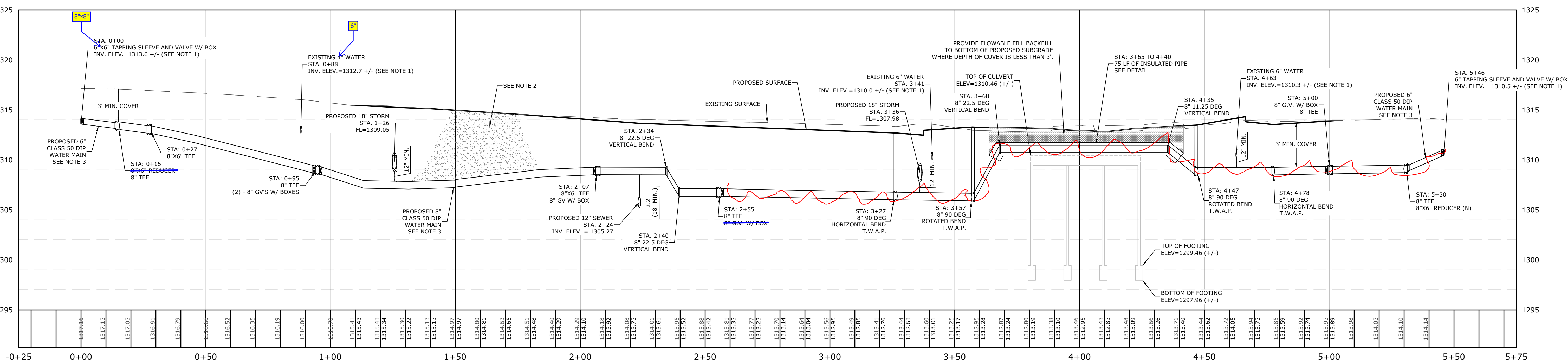
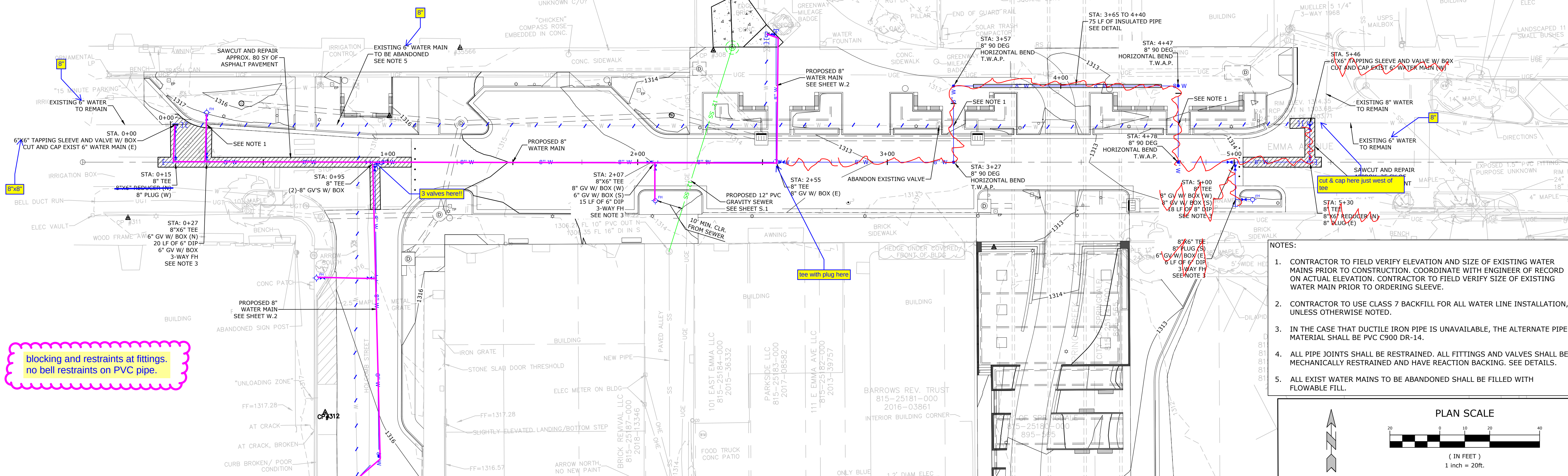
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SANITARY SEWER PLAN & PROFILE

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SCALE: 1"=20'	JOB NUMBER: 20-2130

EMMA AVENUE WATER & SEWER W/2020120-2130 - EMMA AVE RGT WATER & SEWER RELOCATIONS, SPRINGDALE, AR DESIGN DRAWINGS 202130-SP.DWG



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REGISTERED PROFESSIONAL ENGINEER
No. 16753
ROBERT BAKER
09/26/2022

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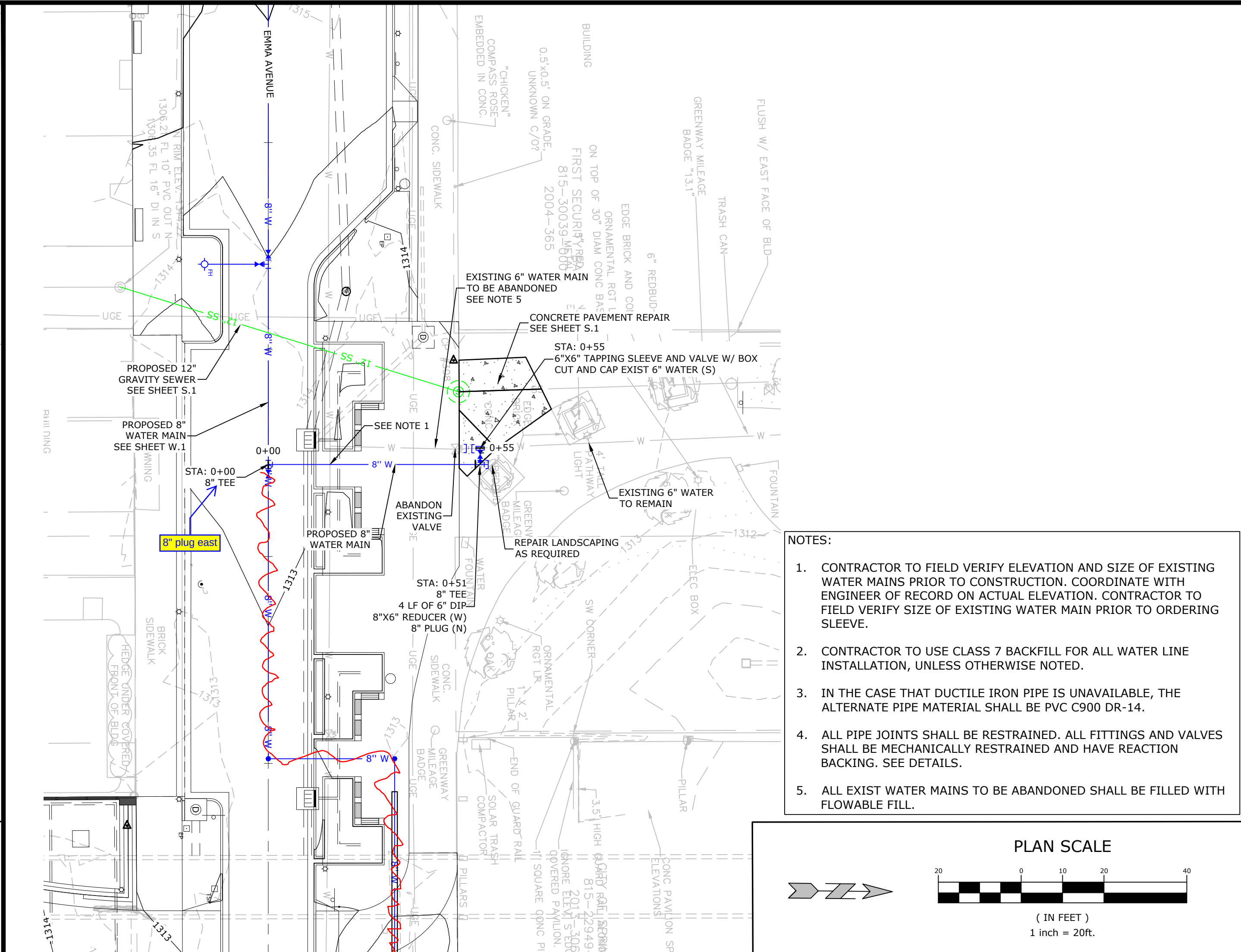
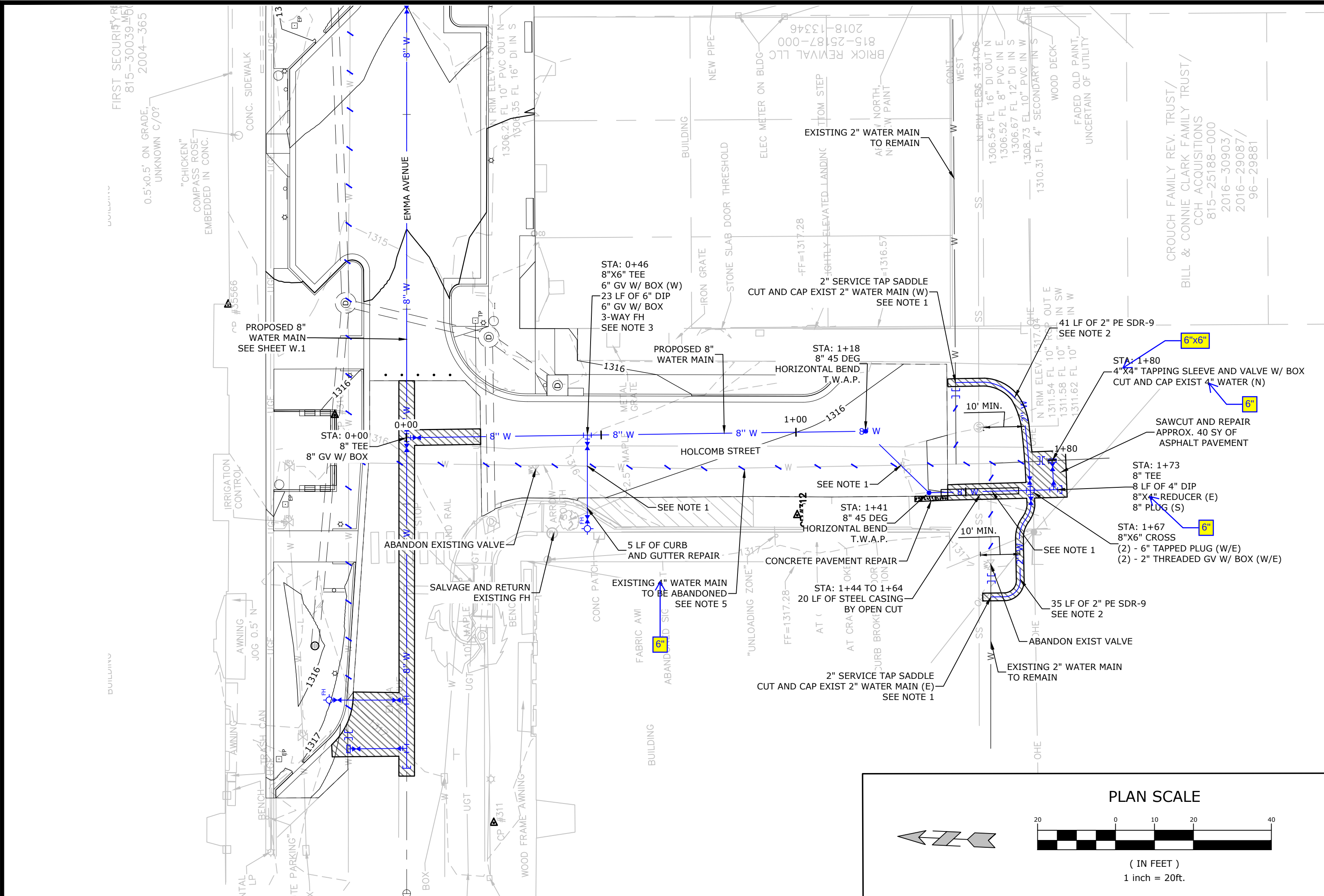
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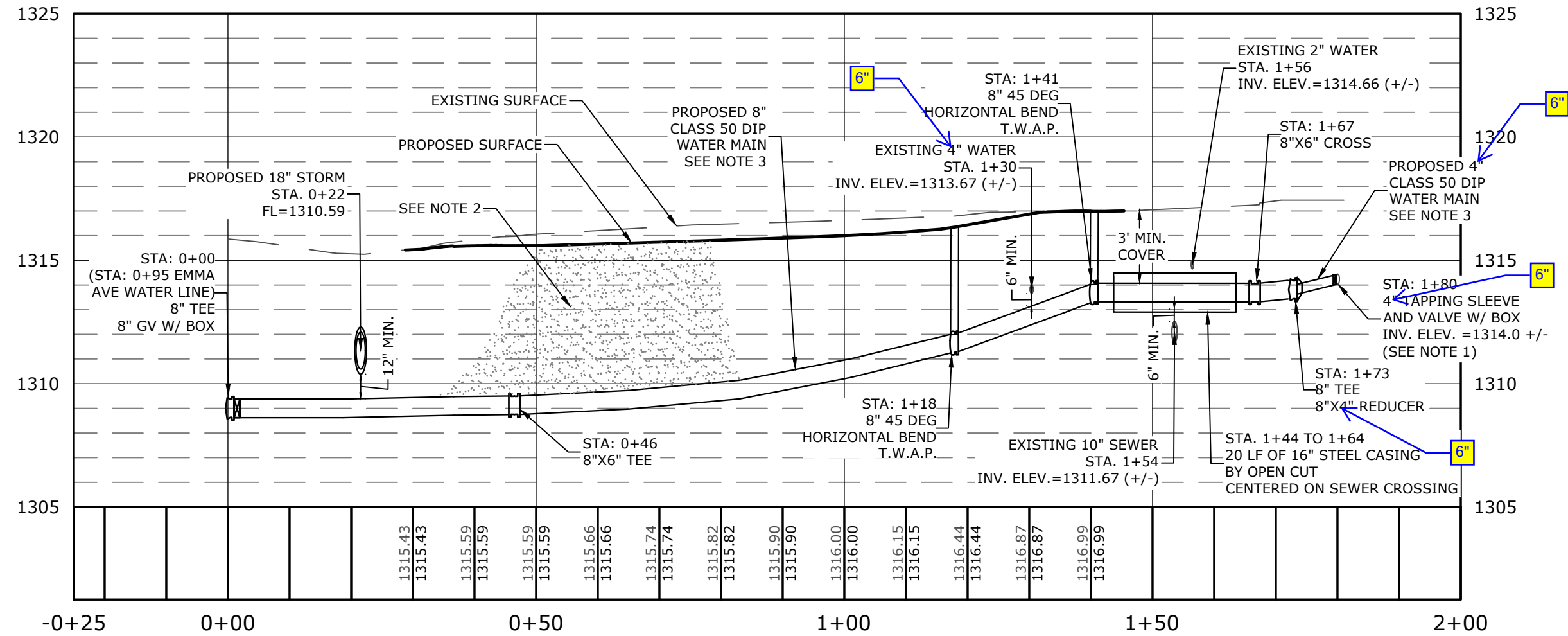
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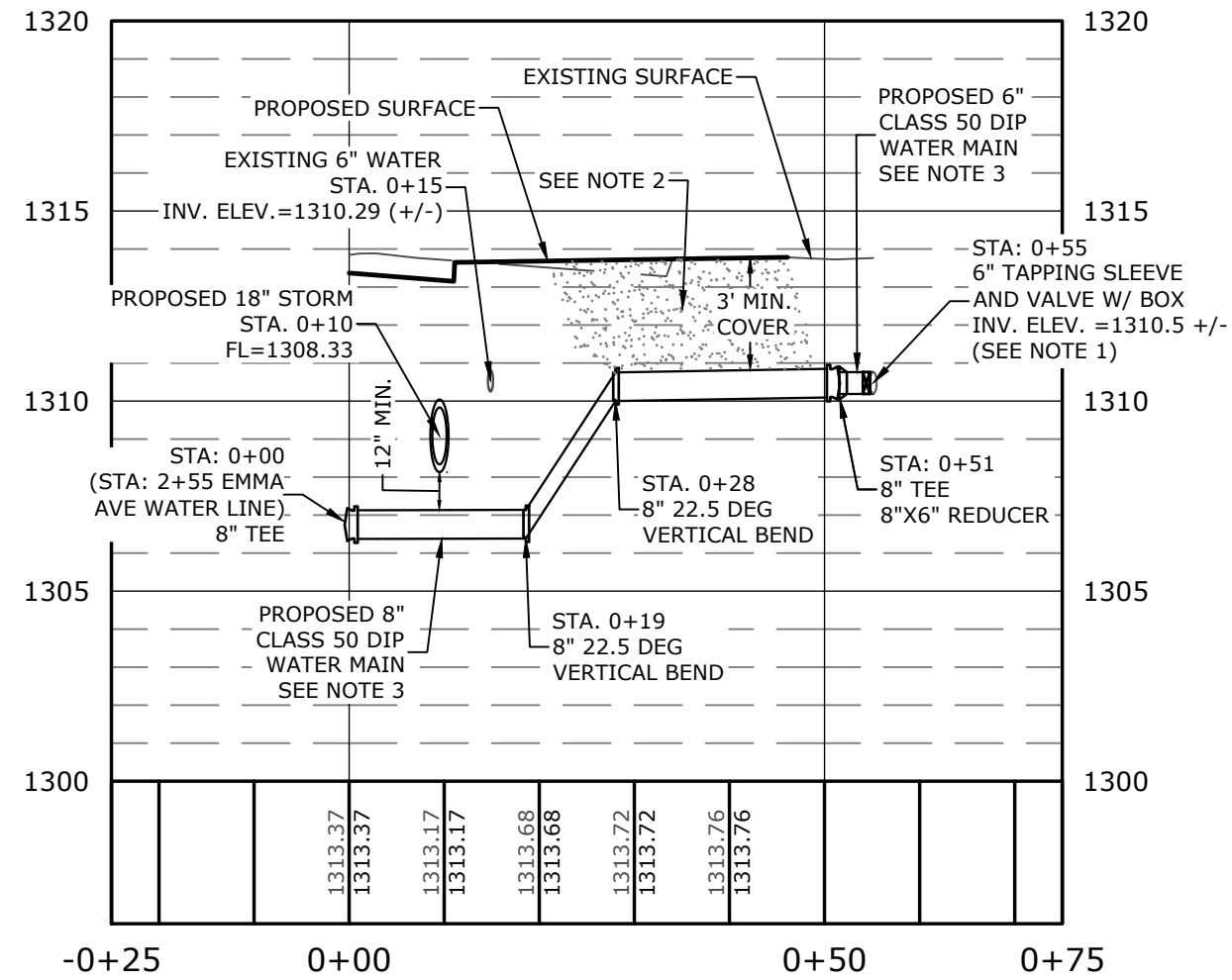


- NOTES:
1. CONTRACTOR TO FIELD VERIFY ELEVATION AND SIZE OF EXISTING WATER MAINS PRIOR TO CONSTRUCTION. COORDINATE WITH ENGINEER OF RECORD ON ACTUAL ELEVATION. CONTRACTOR TO FIELD VERIFY SIZE OF EXISTING WATER MAIN PRIOR TO ORDERING SLEEVE.
 2. CONTRACTOR TO USE CLASS 7 BACKFILL FOR ALL WATER LINE INSTALLATION, UNLESS OTHERWISE NOTED.
 3. IN THE CASE THAT DUCTILE IRON PIPE IS UNAVAILABLE, THE ALTERNATE PIPE MATERIAL SHALL BE PVC C900 DR-14.
 4. ALL PIPE JOINTS SHALL BE RESTRAINED. ALL FITTINGS AND VALVES SHALL BE MECHANICALLY RESTRAINED AND HAVE REACTION BACKING. SEE DETAILS.
 5. ALL EXIST WATER MAINS TO BE ABANDONED SHALL BE FILLED WITH FLOWABLE FILL.

HOLCOMB ST WATER LINE PROFILE
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=5'



8-INCH WATER LINE PROFILE
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=5'



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09/26/2022

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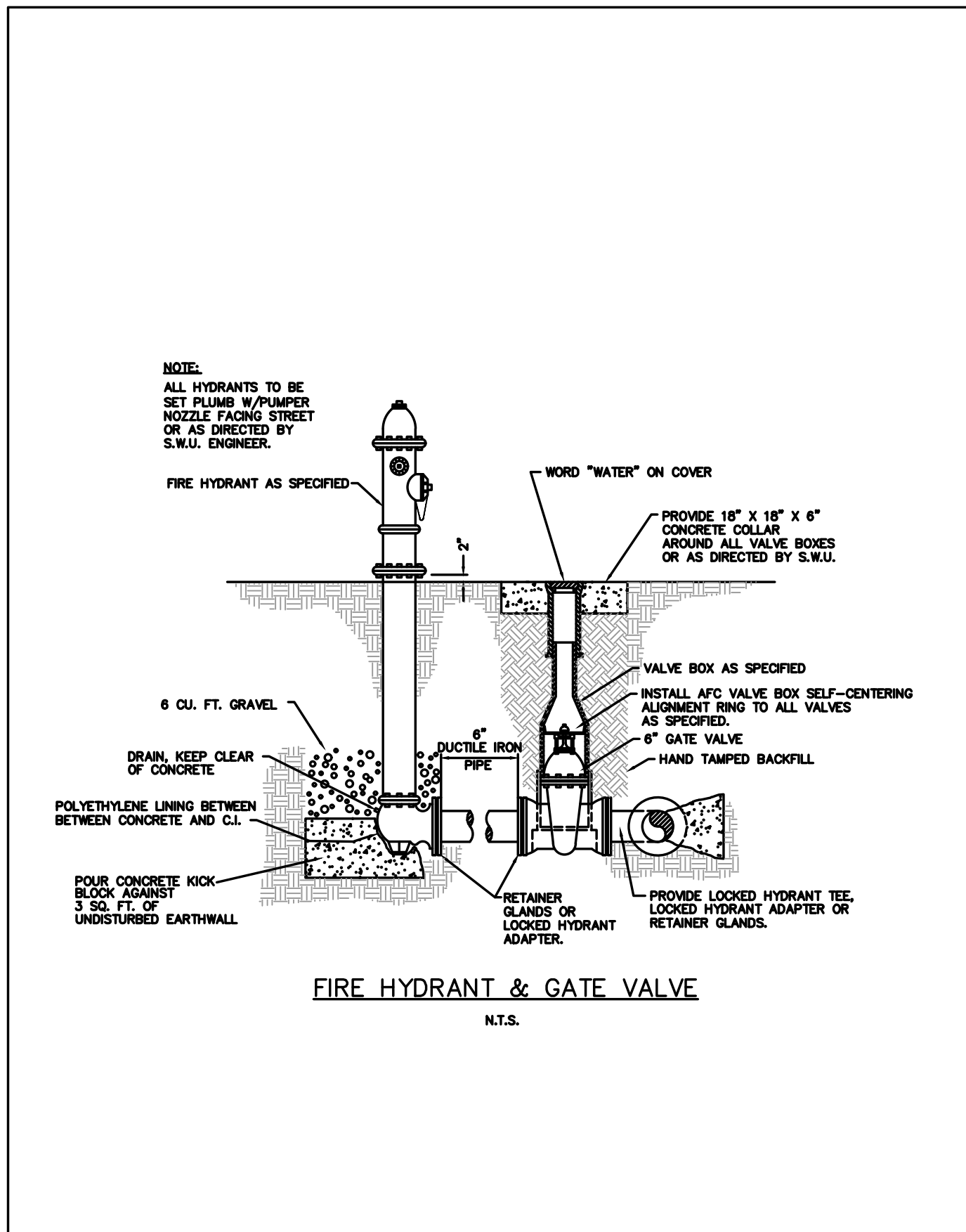
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Page 11

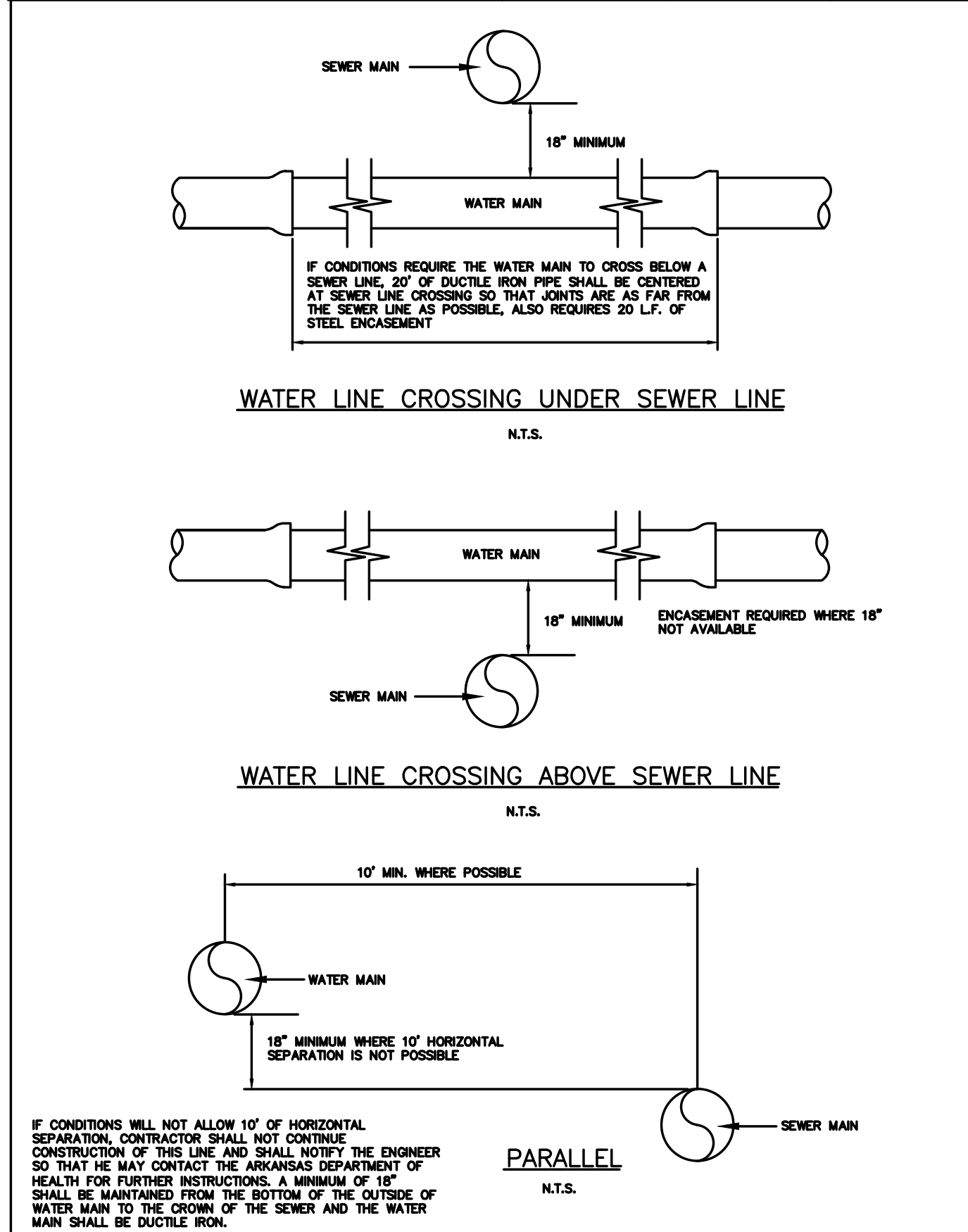
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STANDARD DETAILS FOR WATER AND SEWER CONSTRUCTION

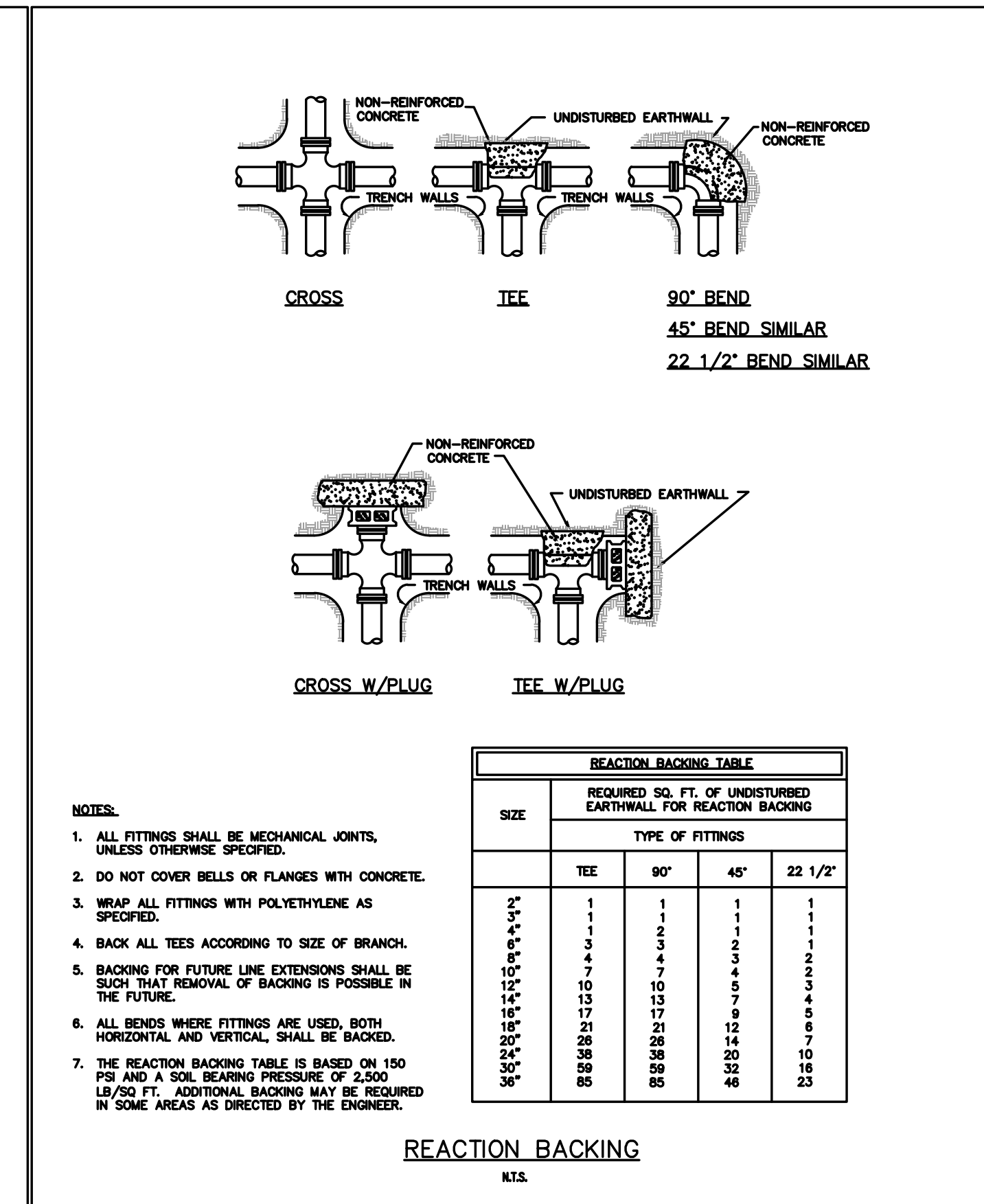
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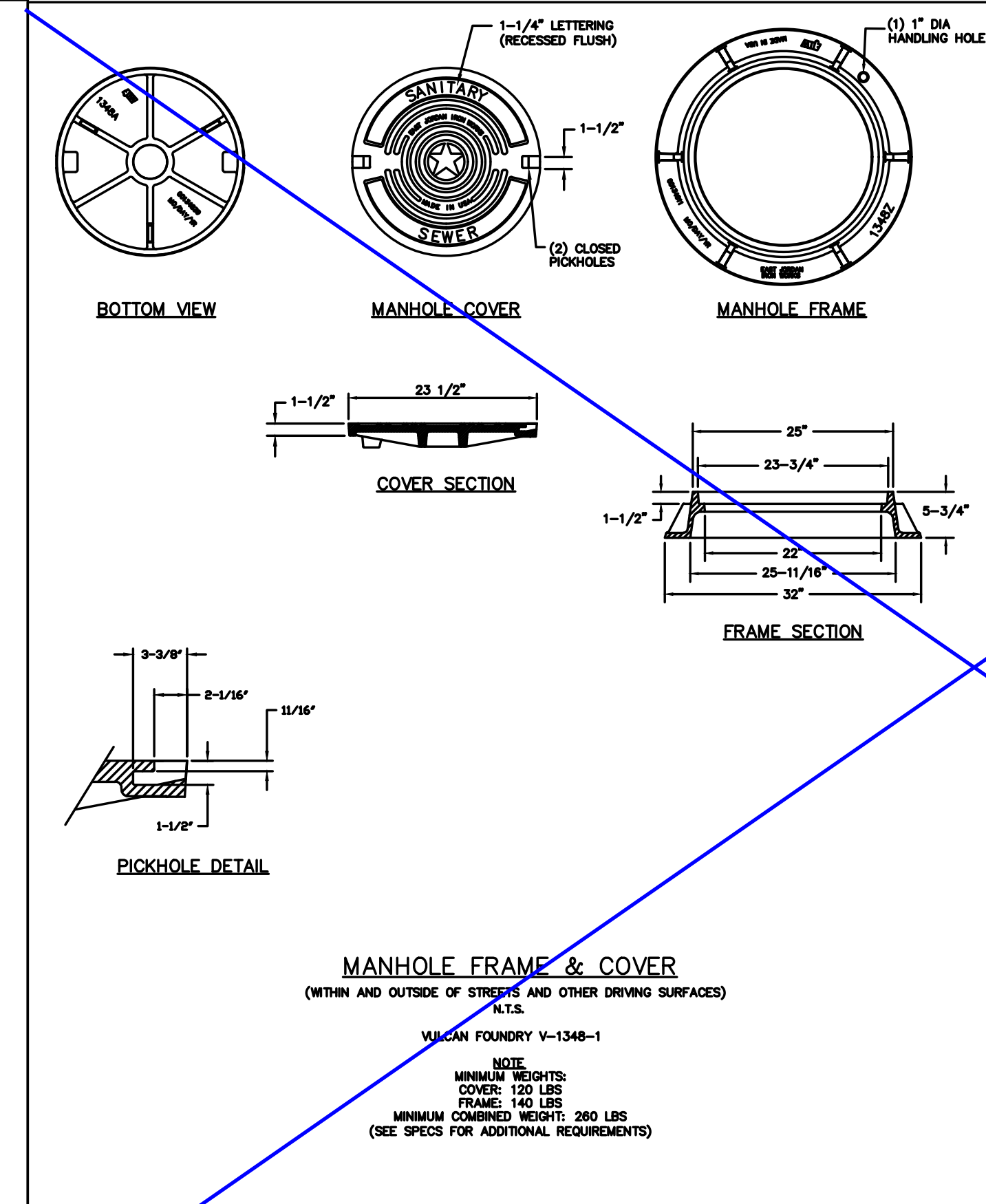
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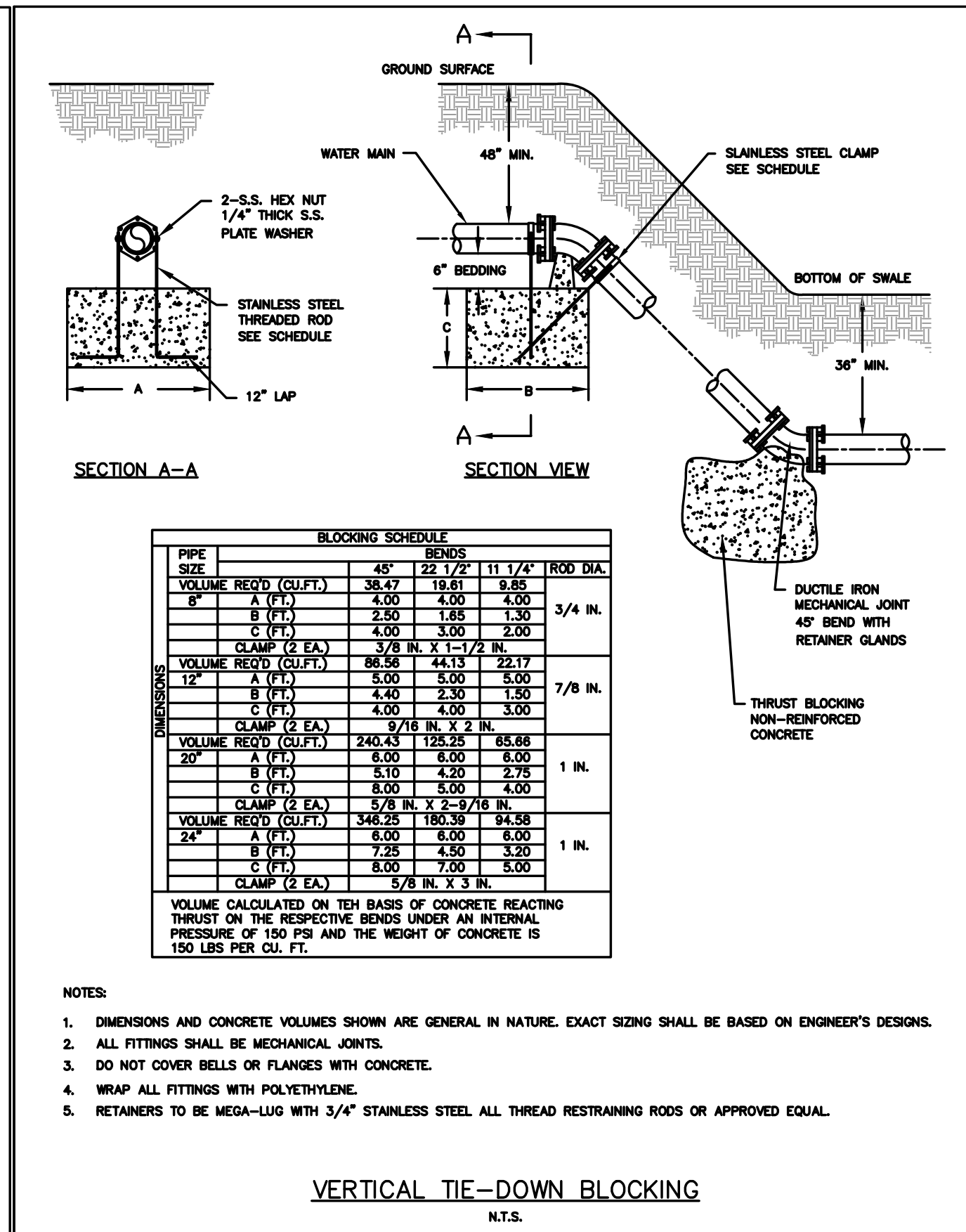
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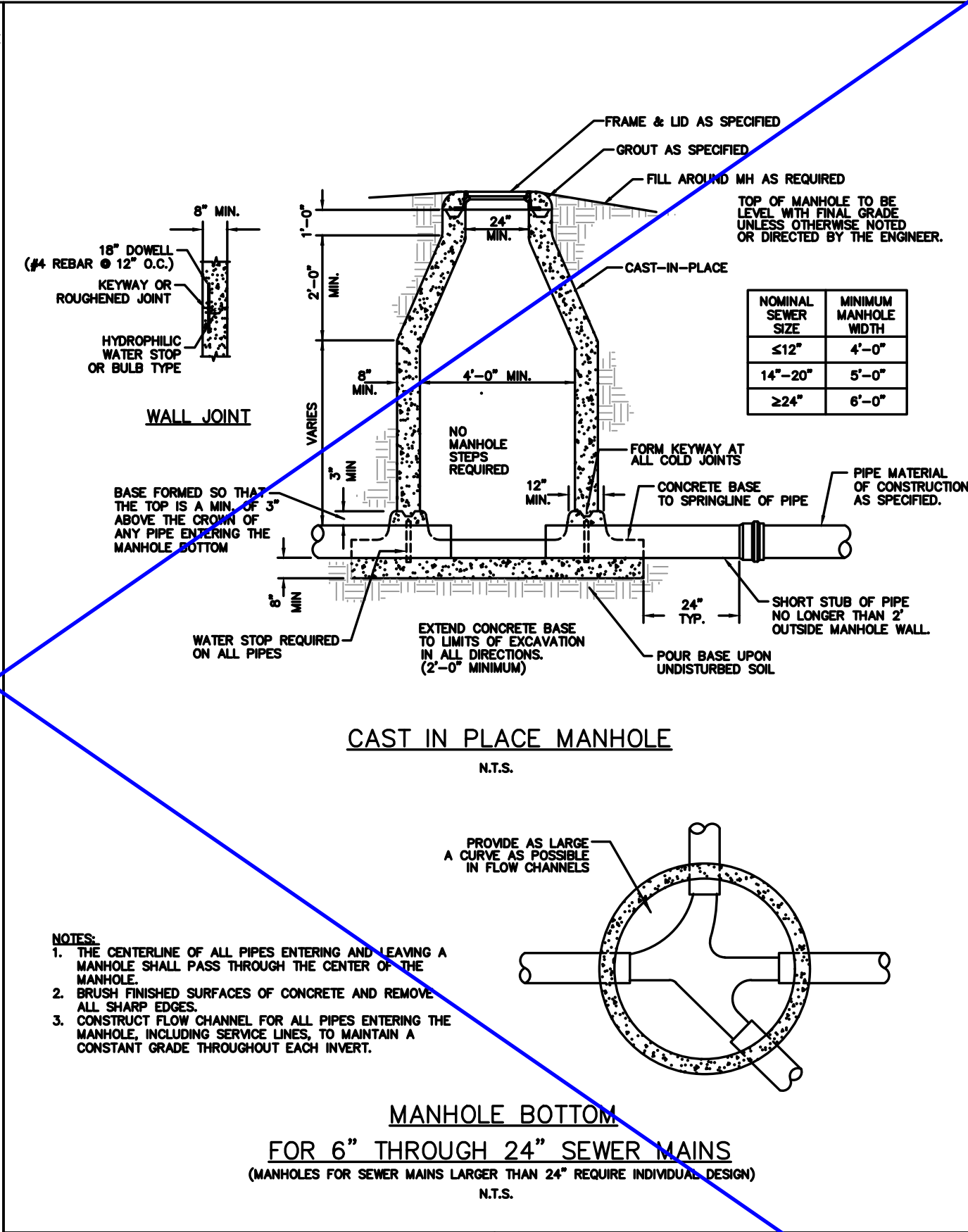
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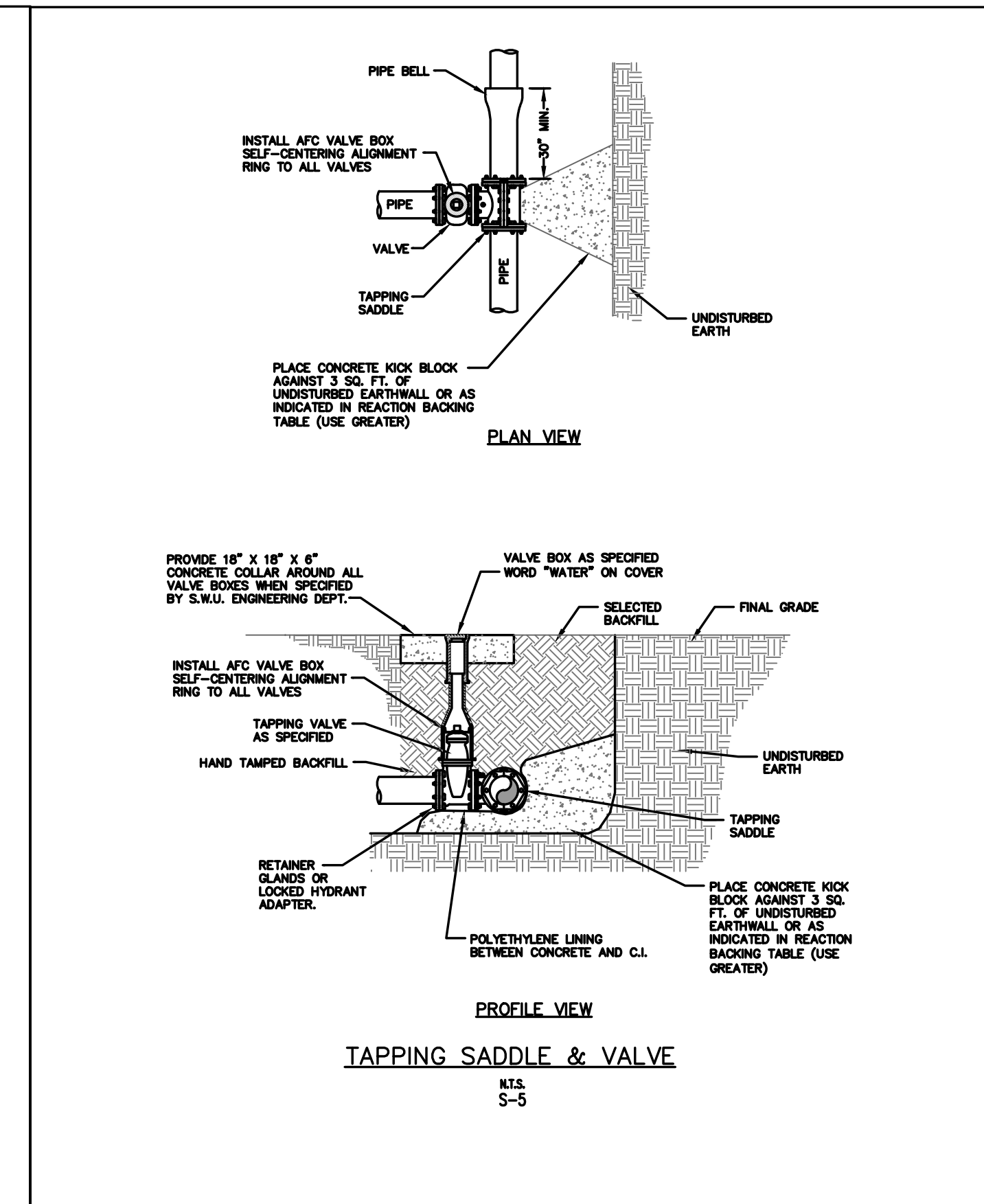
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STANDARD DETAILS FOR WATER AND SEWER CONSTRUCTION

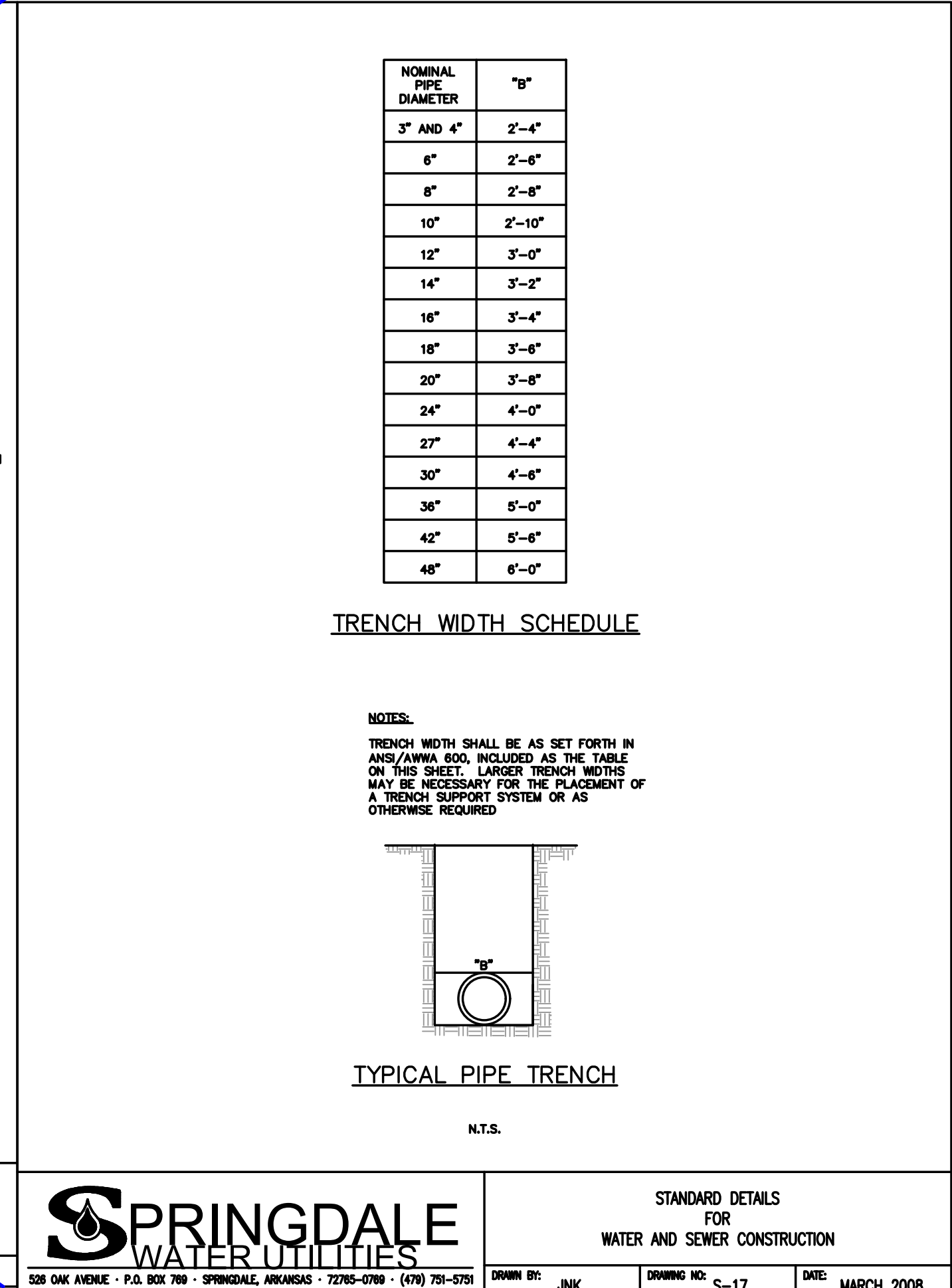
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STANDARD DETAILS FOR WATER AND SEWER CONSTRUCTION

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STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 16753
NICHOLAS ROBERT WATERS
09/26/2022
ORIGINAL SIGNATURE ON FILE

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EMMA AVENUE
SPRINGDALE, AR

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WATER AND SEWER DETAILS

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REVISION: ADH
JOB NUMBER: 20-2130

D.1

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SEWER DETAILS

DESIGNED BY: NRB	DRAWN BY: ATT
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SCALE: 1"=20'	JOB NUMBER: 20-2130

D.2

D.I. PRESSURE WATER PIPE TRENCH
(STANDARD LAYING CONDITION "TYPE 2")
N.T.S.

D.I. PRESSURE PIPE TRENCH
FOR FORCE MAINS
(STANDARD LAYING CONDITION "TYPE 3")
N.T.S.

NOTE: SEE STANDARD DETAIL M-1, "TRACER WIRE CONNECTION PORT" FOR TRACER WIRE PORT SPACING

* CLASS I, II, AND III AS DEFINED IN ASTM D2487 AND THE PIPE BACKFILL MATERIAL AND AGGREGATE BASE COURSE FULL SECTION OF THE SPECIFICATIONS

** STANDARD SIZE NO. 67 AS DEFINED IN ASTM D448

D.I./PVC GRAVITY SEWER PIPE TRENCH
(STANDARD LAYING CONDITION "TYPE 5")
N.T.S.

PE/PVC PRESSURE SEWER PIPE TRENCH
(STANDARD LAYING CONDITION "TYPE 5")
N.T.S.

NOTE: SEE STANDARD DETAIL M-1, "TRACER WIRE CONNECTION PORT" FOR TRACER WIRE PORT SPACING

* CLASS I, II, AND III AS DEFINED IN ASTM D2487 AND THE PIPE BACKFILL MATERIAL AND AGGREGATE BASE COURSE FULL SECTION OF THE SPECIFICATIONS

** STANDARD SIZE NO. 67 AS DEFINED IN ASTM D448

NOTES:

THE CLASS 7 BASE MATERIAL SHALL BE BROUGHT UP EVENLY IN LIFTS NOT TO EXCEED 4" (LOOSE MEASUREMENT) AND COMPACTED WITH MECHANICAL EQUIPMENT TO AT LEAST 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T99.

BITUMINOUS PAVEMENT REMOVAL
WITH
PERMANENT REPLACEMENT DETAIL
N.T.S.

BITUMINOUS PAVEMENT REMOVAL
WITH
TEMPORARY REPLACEMENT
N.T.S.

NOTE: SEE TECHNICAL REQUIREMENTS SECTION T12 FOR CONCRETE AND REINFORCING STEEL SPECIFICATIONS.

PIPE SIZE	W	H	T	M	ANCHOR COLLAR SCHEDULE	REINFORCING BARS	ANCHOR PLATE DIMENSIONS	ANCHOR PIPE DIAMETER
						"A" BARS	"B" BARS	
12"	12.00	12.00	1.50	1.50	M.J. RETAINER GLAND	8" @ 8"	8" @ 8"	12" @ 12"
14"	14.00	14.00	1.50	1.50	M.J. RETAINER GLAND	8" @ 8"	8" @ 8"	14" @ 14"
16"	16.00	16.00	1.50	1.50	M.J. RETAINER GLAND	8" @ 8"	8" @ 8"	16" @ 16"
18"	18.00	18.00	1.50	1.50	M.J. RETAINER GLAND	8" @ 8"	8" @ 8"	18" @ 18"
20"	20.00	20.00	1.50	1.50	M.J. RETAINER GLAND	8" @ 8"	8" @ 8"	20" @ 20"
24"	24.00	24.00	1.50	1.50	M.J. RETAINER GLAND	8" @ 8"	8" @ 8"	24" @ 24"

PLAN VIEW

ELEVATION VIEW

CUT AND CAP DETAIL
N.T.S.

TYPICAL SEWER LINE CASING SPACER CONFIGURATION

TYPICAL WATER LINE CASING SPACER CONFIGURATION

TYPICAL WATER LINE END VIEW

TYPICAL SEWER LINE END VIEW

ENCASEMENT DETAILS

NOTES:

- SPACERS SHALL BE MODEL SSI OR SSM AS MANUFACTURED BY ADVANCE PRODUCTS & SYSTEMS (APS) AS SPECIFIED.
- QUANTITY OF RUNNERS SHALL BE IN ACCORDANCE WITH CARRIER PIPE SIZE AS FOLLOWS:
 - TO 14" DIAMETER - 4 RUNNERS
 - 16" TO 36" DIAMETER - 6 RUNNERS
 - 36" TO 48" DIAMETER - 8 RUNNERS
- DIMENSIONS BETWEEN SPACERS SHALL BE AS FOLLOWS:
 - STAINLESS STEEL - 6 TO 8 FEET
- WIDTH OF SPACERS SHALL BE IN ACCORDANCE WITH CARRIER PIPE SIZE AS FOLLOWS:
 - TO 14" DIAMETER - 8" WIDTH
 - 16" AND LARGER DIAMETER - 12" WIDTH
- A MINIMUM OF THREE SPACERS PER FULL JOINT OF PIPE.
- WATER LINES SHALL BE "CENTERED" IN CASING.
- SEWER LINES SHALL BE HELD TO SPECIFIED SLOPE.
- ALL D.I. CARRIER PIPE MUST HAVE HELD LOCK GASKETS INSTALLED WITHIN THE CASING PIPE.

ENCASEMENT/CARRIER PIPE SIZING CHART

WATER AND SEWER MAINS SHALL BE SPECIAL CLASS 50 DUCTILE IRON PIPE (SEWER MAINS SHALL BE EPOXY LINED)

CARRIER PIPE NOM. SIZE	CARRIER PIPE O.D.	CARRIER BELL SIZE	CASING NOM. SIZE
8"	8.50	11.06	12"
10"	10.50	13.11	16"
12"	12.50	15.22	20"
14"	14.50	17.38	24"
16"	16.50	19.50	28"
18"	18.50	21.67	32"
20"	20.50	23.83	36"
24"	24.50	28.00	40"

* ALL ENCASEMENT PIPE SHALL BE NEW AND HAVE A MINIMUM WALL THICKNESS OF 0.25 INCHES.

PLAN VIEW

PROFILE VIEW

WATER LINE CUT AND CAP
N.T.S.
S-44

TRACING WIRE CONNECTION PORT
N.T.S.
M-1

PIPE INSULATION

SPRINGDALE
WATER UTILITIES

STANDARD DETAILS
FOR
WATER AND SEWER CONSTRUCTION

DRAWN BY: KJM/JNK
DRAWING NO: S-31
DATE: MARCH 2008

SPRINGDALE
WATER UTILITIES

STANDARD DETAILS
FOR
WATER LINE CUT AND CAP

DRAWN BY: JSB
DRAWING NO: S-44
DATE: DECEMBER 2016

SPRINGDALE
WATER UTILITIES

MISCELLANEOUS DETAILS
FOR
WATER AND SEWER CONSTRUCTION

DRAWN BY: ZRA
DRAWING NO: M-1
DATE: AUG 2020

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT FOR ARCHITECT SERVICES**

WHEREAS, the Springdale library is in need of expanding, and

WHEREAS, the expansion would create more space for programming and learning, and

WHEREAS, using the procurement procedures required by State Law, the city has selected Hight Jackson Associates for the project design, and

WHEREAS, the contract proposes a fee of 6.5% of the construction estimate, not to exceed \$75,000.00,

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS**, that

Section 1. Expenditures for the architectural work on this project will be paid from the General Fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute an architecture services contract with Hight Jackson Associates for the construction of the Springdale Library expansion project.

PASSED AND APPROVED this 25th day of October, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

AIA® Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Thirteenth day of October in the year Two Thousand Twenty-two
(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 Springdale, AR
201 Spring Street
Springdale, AR 72764

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

Hight Jackson Associates PA
5201 W. Village Parkway, Suite 300
Rogers, AR 72758

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

Springdale Public Library Addition
405 S. Pleasant Street
Springdale, AR 72764

The Construction Manager (if known):
(Name, legal status, address, and other information)

To be determined

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.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

The program consists of a multi-purpose room, storage space, restrooms, and a physical tie-in to existing adjacent spaces. An entry directly off the parking lot is also provided to access the space.

§ 1.1.2 The Project's physical characteristics:

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

The project is an approximately 3,000 square foot addition to the northwest corner of the existing Springdale Public Library. The addition is a multi-purpose room with support space and a physical tie-in to the existing building. Minimal site improvements directly to exterior of new construction.

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

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

Estimated budget is One million, one hundred and forty-five thousand, one hundred and seventy dollars (\$1,145,170.00),

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

.1 Design phase milestone dates, if any:

To be determined by project schedule.

.2 Construction commencement date:

To be determined by project schedule.

.3 Substantial Completion date or dates:

To be determined by project schedule.

.4 Other milestone dates:

To be determined by project schedule.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- ☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- ☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

N/A

(Paragraphs deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Colby Fulfer
Chief of Staff to the Mayor of Springdale
201 Spring Street
Springdale, AR 72764
Phone: 479-750-8114

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

None at this time,

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

- .1** Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To be determined

.2 Land Surveyor:

Engineering Services, Inc.
1207 South Old Missouri Road
PO Box 282
Springdale, AR 72765
Phone: 479-751-8733

.3 Geotechnical Engineer:

Engineering Services, Inc.
1207 South Old Missouri Road
PO Box 282
Springdale, AR 72765
Phone: 479-751-8733

.4 Civil Engineer:

Engineering Services, Inc.
1207 South Old Missouri Road
PO Box 282
Springdale, AR 72765
Phone: 479-751-8733

.5 Other consultants and contractors:

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

N/A

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Gail Shepherd
Hight Jackson Associates PA
5201 W. Village Parkway, Suite 300
Rogers, AR 72758
Phone: 479-464-4965

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Tatum-Smith-Welcher Structural Engineers
3100 S. Market Street, Suite 202
Rogers, AR 72758

.2 Mechanical Engineer:

HSA Engineering Consulting Services, Inc.
7405 Ellis Street

Fort Smith, AR 72916

.3 Electrical Engineer:

HSA Engineering Consulting Services, Inc.
7405 Ellis Street
Fort Smith, AR 727916

.4 Acoustical Engineer:

Springdale Acoustics, Inc.
1939 Commerce Park Drive
Springdale, AR 72764

§ 1.1.12.2 Consultants retained under Supplemental Services:

N/A

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

N/A

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

Init.

§ 2.5 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.

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

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

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

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

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

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

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, 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 Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the 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 Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment.

(Paragraphs deleted)

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's acceptance of the Schematic Design Documents provided under separate contract, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 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 Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager 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.

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

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

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager 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 Construction Manager'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 Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

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

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. 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 Construction Manager, 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 Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager 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 Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager'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 Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, 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 Construction Manager: (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 Construction Manager under the Contract Documents.

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, or Guaranteed Maximum Price proposal, exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager 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;

(Paragraph deleted)

- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .9 Assistance to the Initial Decision Maker, if other than the Architect;

- .10 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .11 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .12 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment; and
- .13 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

(Paragraphs deleted)

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

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 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.

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

(Paragraph deleted)

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

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager 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.

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

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager 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 Construction Manager, including the General Conditions of the Contract for Construction.

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to

rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, 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.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, or the Guaranteed Maximum Price proposal, that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 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 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 dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for dispute resolution but, in such event, mediation shall proceed in advance of 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.

§ 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.)

(Paragraph deleted)

☒ Litigation in a court of competent jurisdiction in Washington County, AR

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

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

None

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

None

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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

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

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

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

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

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees,

consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

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

(Paragraphs deleted)

- .1 Percentage Basis
(Insert percentage value)

Six and one half percent (6.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

(Paragraphs deleted)

not to exceed Seventy-five thousand dollars (\$75,000.00) based on the scope of work in this contract.

(Paragraphs deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly in accordance with attached Hourly Rate Sheet.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20 %), or as follows:

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

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

Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Fifty-five	percent (	55	%)
Construction Phase	Twenty-five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

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

Refer to the attached Hourly Rate Sheet.

§ 11.8 Compensation for Reimbursable Expenses

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

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

(Paragraphs deleted)

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 Zero percent (0.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

(Paragraphs deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) 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.)

National Prime Rate

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

None at this time.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraphs deleted)

- .2 Other documents:

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

Hourly Rate Sheet

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

City of Springdale, AR

Hight Jackson Associates PA

OWNER (Signature)

(Printed name and title)


ARCHITECT (Signature)

Brian Jackson, President

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

January 1, 2018

HOURLY RATE SCHEDULE

Architect Principal	\$160.00 / hour
Engineer Principal	\$160.00 / hour
Engineer	\$140.00 / hour
Intern Engineer <i>(more than 5 years)</i>	\$100.00 / hour
Intern Engineer <i>(less than 5 years)</i>	\$85.00 / hour
Project Manager	\$120.00 / hour
Architect 1 <i>(more than 10 years)</i>	\$130.00 / hour
Architect 2 <i>(more than 5, but less than 10 years)</i>	\$120.00 / hour
Architect 3 <i>(less than 5 years)</i>	\$110.00 / hour
Intern Architect 1 <i>(more than 5 years)</i>	\$95.00 / hour
Intern Architect 2 <i>(less than 5 years)</i>	\$80.00 / hour
Interior Designer 1	\$95.00 / hour
Interior Designer 2	\$75.00 / hour
CAD Technician 1 <i>(more than 5 years)</i>	\$80.00 / hour
CAD Technician 2 <i>(less than 5 years)</i>	\$60.00 / hour
Office Administrator	\$60.00 / hour
Secretary 1	\$50.00 / hour
Secretary 2	\$45.00 / hour
Outside Consultants	Direct Cost x 1.2
Reimbursable Expense	Direct Cost

RESOLUTION NO. _____

**AN RESOLUTION AUTHORIZING THE PURCHASE OF
TWO SNOW PLOWS FOR THE PUBLIC WORKS
DEPARTMENT; TO WAIVE COMPETITIVE BIDDING;
AND FOR OTHER PURPOSES.**

WHEREAS, the Public Works Department is in need of purchasing two (2) new snow
plows to adequately clear City streets in a winter weather event;

WHEREAS, prepayment of the snow plows will save the City a significant amount of
money;

WHEREAS, the snow plows are available on the Arkansas buy board which allows the
governing body to waive competitive bidding;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SPRINGDALE, ARKANSAS** that due to the complexities and unique nature of this
kind of equipment competitive bidding is not deemed feasible or practical in the purchase of
snow plows and therefore competitive bidding is hereby waived, and the Mayor is hereby
authorized to execute any contracts related to the purchase of two (2) snow plows from Bruckner
Truck Sales, Inc., in an amount not to exceed \$401,778.00, to be paid from the General Fund.

PASSED AND APPROVED this _____ day of November, 2022

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY