

**CITY OF SPRINGDALE**  
**Committee Agendas**  
**Tuesday, January 19<sup>th</sup>, 2021**  
**City Council Chambers**  
**City Administration Building**  
**Meetings begin at 5:30 P.M.**

**Parks and Recreation Committee by Chairman Mike Lawson**

1. **A Resolution** authorizing the execution of a Construction Contract for Rabbit Foot Lodge and appropriating funds; Project No. CP 2001. Resolution presented by Wyman Morgan, Financial Services Director. Pgs. 2 - 24

**Finance Committee by Chairman Jeff Watson**

2. **A Resolution** authorizing payment of an invoice for the Springdale Municipal Campus, Project No. 18BPC1, in the amount of \$1,113,032.20 which exceeds \$1,000,000. Resolution presented by Wyman Morgan, Administrative and Financial Services Director. Pgs. 25 - 26

3. **Financial Update**

4. **Joint Session** with Springdale Planning Commission.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A CONSTRUCTION CONTRACT FOR RABBIT  
FOOT LODGE AND APPROPRIATING FUNDS  
PROJECT NO. CP 2001**

**WHEREAS**, Springdale administration has received bids for repair work on Rabbit Foot Lodge that includes repair of the roof, and

**WHEREAS**, the low bid of \$522,985.00 was received from Pick-It Construction, Inc., and

**WHEREAS**, The City has a balance of \$98,827 funds appropriated for this project and a grant of 62,238.

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with Pick-It Construction, Inc. for repairs to Rabbit Foot Lodge.

Section 2. There is hereby appropriated \$62,238 of grant funds and an additional \$361,920 of funds from the General Fund for this project.

**PASSED AND APPROVED** this 26<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

# AIA® Document A101® – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the 23rd day of December in the year 2020  
(In words, indicate day, month and year)

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

City of Springdale  
201 Spring Street  
Springdale, Arkansas 72764

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

Pick-It Construction, Inc.  
10024 North Campbell Road  
Fayetteville, Arkansas 72701

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

Exterior Restoration/Rehabilitation - Phase I  
Roofing System and Log Structure Restoration  
Rabbit Foot Lodge  
2711 Silent Grove Road  
Springdale, Arkansas

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

Clements & Associates/Architecture, Inc.  
507 Main Street  
North Little Rock, Arkansas 72114

The Owner and Contractor 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.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Architect as authorized by the Owner.

☐ Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

(Check one of the following boxes and complete the necessary information.)

[ X ] Not later than One Hundred Fifty ( 150 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred and Eighteen Thousand Five Hundred Fifty Dollars and Zero Cents (\$ 418,550.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Additive Alternate No. 1:	\$103,660.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
NA/		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
Allowances are included on the drawings and Addendum No. 1.	

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

Liquidated Damages in the amount of One Hundred (\$100.00) dollars per calendar day shall be assessed for the incompleteness of this project if Substantial Completion is not obtained in One Hundred Fifty (150) calendar days from the issuance of the Notice Proceed.

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)



## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen ( 15 ) days after the Architect receives the Application for Payment.

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

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

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

Init.

Retention shall be held at the percentage rate of 10% from each application for payment through 50% of the contract completion, at which time the retention shall be reduced to 0% of the completed contract and the retention shall remain at 0% until the work is substantially complete. The Owner shall hold the retainage.

**§ 5.1.7.1.1** The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, and after all punch list items have been completed and all close-out documents have been submitted and accepted by the Owner.

## **§ 5.3 Interest**

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

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

N/A %

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Init.

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

§ 6.2 Binding Dispute Resolution

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

- ☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:  
(Name, address, email address, and other information)

Wayne Morgan, Financial Director  
City of Springdale

§ 8.3 The Contractor’s representative:  
(Name, address, email address, and other information)

Nathan Ogden, President



Pick-It Construction, Inc

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2

*(Paragraphs Deleted)*

.5 Drawings

Number	Title	Date
Refer to the attached "Index of Drawings"		

.6 Specifications

Section	Title	Date	Pages
Refer to the attached "General Index"			

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	December 11, 2020	7 pages (includes revised Bid Form and Pre-Bid Conference Sign-In Sheet.)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraphs Deleted)


(Table Deleted)

(Paragraph Deleted)

(Table Deleted)

(Paragraphs Deleted)

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

	
OWNER (Signature)	CONTRACTOR (Signature)
Honorable Doug Sprouse, Mayor City of Springdale	Nathan Ogden, President Pick-It Construction, Inc.
(Printed name and title)	(Printed name and title)



January 4, 2021

The Honorable Doug Sprouse  
City of Springdale  
201 Spring Street  
Springdale, Arkansas 72764

RE: Roofing System Repairs and Replacement – Exterior Restoration/Rehabilitation – Phase I  
Rabbit Foot Lodge

Dear Mayor Sprouse:

Enclosed please find three (3) copies of the Standard Form of Agreement Between Owner and Contractor for the above referenced project for your review and approval. Upon signing, please keep one copy for your files and return the other copies to this office. We will distribute a copy to the contractor for their records.

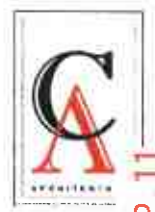
If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

CLEMENTS & ASSOCIATES/ARCHITECTURE, INC.



Gary Clements, President



# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the 23rd day of December in the year 2020  
(In words, indicate day, month and year)

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

City of Springdale  
201 Spring Street  
Springdale, Arkansas 72764

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

Pick-It Construction, Inc.  
10024 North Campbell Road  
Fayetteville, Arkansas 72701

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

Exterior Restoration/Rehabilitation - Phase I  
Roofing System and Log Structure Restoration  
Rabbit Foot Lodge  
2711 Silent Grove Road  
Springdale, Arkansas

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

Clements & Associates/Architecture, Inc.  
507 Main Street  
North Little Rock, Arkansas 72114

The Owner and Contractor 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.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017 General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:  
(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Architect as authorized by the Owner.
- ☐ Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work.

Init.

(Check one of the following boxes and complete the necessary information.)

[ X ] Not later than One Hundred Fifty ( 150 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred and Eighteen Thousand Five Hundred Fifty Dollars and Zero Cents (\$ 418,550.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Additive Alternate No. 1:	\$103,660.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
NA/		

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
Allowances are included on the drawings and Addendum No. 1.	

§ 4.4 Unit prices, if any.  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any)

Liquidated Damages in the amount of One Hundred (\$ 00.00) dollars per calendar day shall be assessed for the incompletion of this project if Substantial Completion is not obtained in One Hundred Fifty (150) calendar days from the issuance of the Notice Proceed

§ 4.6 Other:  
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen ( 15 ) days after the Architect receives the Application for Payment.

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017, and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

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

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



Retention shall be held at the percentage rate of 10% from each application for payment through 50% of the contract completion, at which time the retention shall be reduced to 0% of the completed contract and the retention shall remain at 0% until the work is substantially complete. The Owner shall hold the retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

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

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows.

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

N/A

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

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

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, and after all punch list items have been completed and all close-out documents have been submitted and accepted by the Owner.

## § 5.3 Interest

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

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

N/A %

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.



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

§ 6.2 Binding Dispute Resolution

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

- ☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:  
(Name, address, email address, and other information)

Wayne Morgan, Financial Director  
City of Springdale

§ 8.3 The Contractor’s representative:  
(Name, address, email address and other information)

Nathan Ogden, President

Pick-It Construction, Inc

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2

*(Paragraphs Deleted)*

.5 Drawings

Number	Title	Date
Refer to the attached "Index of Drawings"		

.6 Specifications

Section	Title	Date	Pages
Refer to the attached "General Index"			

.7 Addenda, if any:

Init.

Number	Date	Pages
Addendum No. 1	December 11 2020	7 pages (includes revised Bid Form and Pre-Bid Conference Sign-In Sheet.)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraphs Deleted)


(Table Deleted)


(Paragraph Deleted)

(Table Deleted)

(Paragraphs Deleted)

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


OWNER (Signature)
Honorable Doug Sprouse, Mayor City of
Springdale
(Printed name and title)


CONTRACTOR (Signature)
Nathan Ogden, President Pick-It Construction, Inc.
(Printed name and title)

EXTERIOR RESTORATION - PHASE I  
ROOF SYSTEM AND LOG STRUCTURE RESTORATION  
RABBIT FOOT LODGE  
CITY OF SPRINGDALE  
2711 SILENT GROVE ROAD  
SPRINGDALE, ARKANSAS

GENERAL INDEX

<u>DIVISION</u>	<u>SECTION</u>	<u>TITLE</u>	<u>PAGES</u>
<u>BIDDING DOCUMENTS</u>			
		INVITATION TO BID	1 – 3
		INSTRUCTIONS TO BIDDERS, AIA A701	1 – 7
		SUPPLEMENTARY INSTRUCTIONS TO BIDDERS	1 – 2
		PROJECT FORMS	1 – 1
		INDEX OF DRAWINGS	1 – 1
		BID PROPOSAL FORM	1 – 3
<u>CONTRACT DOCUMENTS</u>			
		AIA A201 – GENERAL CONDITIONS	1 – 38
		SUPPLEMENTAL GENERAL CONDITIONS	1 – 11
<u>01 – GENERAL REQUIREMENTS</u>			
	011000	SUMMARY OF WORK	1 – 3
	012300	ALTERNATES	1 – 2
	012500	SUBSTITUTION PROCEDURES	1 – 4
	012600	CONTRACT MODIFICATION PROCEDURES	1 – 3
	012900	PAYMENT PROCEDURES	1 – 5
	013100	PROJECT MANAGEMENT AND COORDINATION	1 – 6
	013300	SUBMITTAL PROCEDURES	1 – 9
	015000	TEMPORARY FACILITIES AND CONTROLS	1 – 6
	017300	EXECUTION	1 – 4
	017700	CLOSEOUT PROCEDURES	1 – 4
	017823	MAINTENANCE DATA	1 – 4
	017839	PROJECT RECORD DOCUMENTS	1 – 4
<u>02 – EXISTING CONDITIONS</u>			
	024119	SELECTIVE DEMOLITION	1 – 6

03 – CONCRETE



NO WORK IN THIS SECTION

**04 – MASONRY**

049010 CLAY MASONRY RESTORATION AND CLEANING 1 – 7

**05 – METALS**

NO WORK IN THIS SECTION

**06 – WOOD, PLASTIC AND COMPOSITES**

061000	ROUGH CARPENTRY	1 – 4
061323	HEAVY TIMBER AND LOG CONSTRUCTION	1 – 5
062013	EXTERIOR FINISH CARPENTRY	1 – 2

**07 – THERMAL & MOISTURE PROTECTION**

073113	ASPHALT SHINGLES	1 – 4
076200	SHEET METAL FLASHING AND TRIM	1 – 4
077200	ROOF ACCESSORIES	1 – 2
079200	JOINT SEALANTS	1 – 5

**08 – OPENINGS**

NO WORK IN THIS SECTION

**09 – FINISHES**

099100 PAINTING 1 – 5

**10 – SPECIALITIES**

NO WORK IN THIS SECTION

**11 – EQUIPMENT**

NO WORK IN THIS SECTION

**12 – FURNISHINGS**

NO WORK IN THIS SECTION

**13 – SPECIAL CONSTRUCTION**

NO WORK IN THIS SECTION

**14 – CONVEYING EQUIPMENT**

(NO WORK IN THIS SECTION)

**21 – FIRE SUPPRESSION**

NO WORK IN THIS SECTION

**22 – PLUMBING**

NO WORK IN THIS SECTION

**23 – HEATING VENTILATING AND AIR CONDITIONING**

NO WORK IN THIS SECTION

**26 – ELECTRICAL**

NO WORK IN THIS SECTION

**27 – COMMUNICATIONS**

NO WORK IN THIS SECTION

**28 – ELECTRONIC SAFETY AND SECURITY**

NO WORK IN THIS SECTION

**31 – EARTHWORK**

NO WORK IN THIS SECTION

**32 – EXTERIOR IMPROVEMENTS**

NO WORK IN THIS SECTION

**33 – UTILITIES**

NO WORK IN THIS SECTION

## INDEX OF DRAWINGS

### GENERAL

T1.0 TITLE SHEET, INDEX OF DRAWINGS, AND SUMMARY OF THE WORK

### SITE

AS1.0 SITE PLAN, TREE PROTECTION NOTES, AND DETAIL

### ARCHITECTURAL

AD1.0 ROOF DEMOLITION PLANS AND SYMBOLS LEGEND

A1.0A FIRST FLOOR REFERENCE PLAN, SYMBOLS LEGEND AND LOG PRESERVATION NOTES

A1.0B ROOF PLANS AND SYMBOLS LEGEND

A1.1 ENLARGED ROOF PLANS AND ROOF DETAILS

A1.2 ROOF DETAILS

A2.0 EXTERIOR ELEVATIONS AND DETAILS

A2.1 EXTERIOR ELEVATIONS

A3.0 BUILDING SECTIONS AND LOG DETAILS



EXTERIOR RESTORATION – PHASE 1  
ROOF SYSTEM AND LOG STRUCTURE RESTORATION  
RABBIT FOOT LODGE - CITY OF SPRING DALE  
2711 SILENT GROVE ROAD  
SPRINGDALE, ARKANSAS

ADDENDUM NO. 1  
Issued December 11, 2020

Make the following modifications, additions, and clarifications to the contract documents and requirements.

1. The sign-in sheet from the Mandatory Pre-Bid Conference, dated Tuesday, December 8, 2020.
2. Refer to the Project Manual, Bid Proposal Form.
  - a. The Bid Proposal Form has been revised to clarify the scope to be included within the Base Bid and to add the identification of select subcontractors.
  - b. Clarification. The description of components to be included within Section 012300, Alternates and on Drawing T1.0 is correct. The provision and installation of the chimney cap is within the Base Bid scope.
3. Refer to the Project Manual, Section 012300, Alternates. Make the following revisions and additions:
  - a. Increase the stated “30” linear feet of additional log replacement to “150” linear feet of additional log replacement. The location of this additional log replacement will be determined on an “as found” basis.
  - b. Add to the scope the replacement of 18 log crowns (log ends).
4. Refer to the Drawings, Sheet A1.0A, General Log Preservation Notes.  
Clarification. There was discussion at the pre-bid conference by attendees who were not familiar with the requirements of the contract documents. The purpose of this addendum item is to clearly point out that the requirements of these General Log Preservation Notes are requirements. Cleaning of the logs are to be cleaned as described with a brush and chemicals and the use of any pressurized air blasting will not be allowed. This is a significant historic structure and less abrasive means of cleaning has been selected.
5. Refer to the Drawings, Sheet A2.0, Log Demolition and Replacement Allowance. Increase the additional log removal and replacement from 30 linear feet to 150 linear feet.
6. Refer to the Drawings, Clarification. The contractor is reminded that known areas of material replacement, such as logs, decking, soffits, etc. are graphically indicated on the drawings. In addition, additional material and labor allowances have been included for anticipated materials expected to be found during the construction process. These allowances are indicated within the drawings.

END OF ADDENDUM NO. 1

ATTACHMENTS: BID PROPOSAL FORM

MANDATORY PRE-BID CONFERENCE SIGN IN SHEET





**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING PAYMENT OF AN  
INVOICE  
PROJECT NO. 18BPC1**

**WHEREAS**, Springdale municipal code sec. 2-158 requires approval of the governing body before paying any bill that exceeds \$1,000,000, and

**WHEREAS**, the City of Springdale has contracted with Milestone Construction Company, LLC to construct/renovate the Springdale Municipal Campus, and

**WHEREAS**, The City has received an invoice for \$1,113,032.20 for construction expenses for December 2020.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor and City Clerk are hereby authorized to pay Milestone Construction Company, LLC \$1,113,032.20 with funds from the 2018 Bond Construction Fund.

**PASSED AND APPROVED** this 26<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

RECEIVED

DEC 30 2020

Page: 1 of 6

## APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Springdale  
201 Spring Street  
Springdale, AR 72764

PROJECT: Springdale Municipal Campus  
201 Spring Street  
Springdale, AR 72764

APPLICATION NO.: 18  
PERIOD TO: Dec 31, 2020  
PROJECT NOS.: 1371

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐  
☐

FROM CONTRACTOR: Milestone Construction Company, LLC  
2002 South 48th Street  
Suite A  
Springdale, AR 72762

ARCHITECT: Duvell Decker Architects, P.A.  
2915 North State Street  
Jackson, MS 39216

CONTRACT DATE: Jul 31, 2019

CONTRACT FOR: Springdale Municipal Campus

## APPLICATION AND CERTIFICATE FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 35,855,288.00  
2. Net change by change orders ..... \$ 0.00  
3. CONTRACT SUM TO DATE (Line 1 +/- 2) ..... \$ 35,855,288.00  
4. TOTAL COMPLETED & STORED TO DATE ..... \$ 21,864,383.07

(Column G on G703)

5. RETAINAGE:  
(Total Retainage Column I of G703) ..... \$ 1,093,219.15

6. TOTAL EARNED LESS RETAINAGE ..... \$ 20,771,163.92  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 19,658,131.72  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 1,113,032.20

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 15,084,124.08  
(Line 3 less Line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		0.00	0.00
APPROVED THIS MONTH			
Number	Date Approved		
Current Total		0.00	0.00
Net Change by Change Orders			0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Milestone Construction Company, LLC

By: Ernesto Date: 12/28/20

State of: Arkansas

County of: Madison

Subscribed and sworn to before

me this 28 day of December

Notary Public: Erin Metcalf

My Commission expires: 07/28/2021

ERIN METCALF  
Notary Public-Arkansas  
Madison County  
My Commission Expires 07-28-2020  
Commission # 127111998

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 1,113,032.20

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Duvell Decker Architects, P.A.

By: Randy Date: 01/11/21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.