

**CITY OF SPRINGDALE**  
**Committee Agenda**  
**Monday, June 19<sup>th</sup>, 2023**  
**Tiered Training Room (2<sup>nd</sup> Floor)**  
**201 Spring Street, Springdale, AR 72764**  
**Meetings begin at 5:30p.m.**

**Finance Committee by Chairwoman Amelia Williams**

1. **A Resolution** authorizing the Mayor and City Clerk to enter into a charitable donation agreement, and authorizing the purchase of property for the expansion of the Bluff Cemetery. Presented by Mayor Doug Sprouse. **Pgs. 1-7**
2. **A Resolution** authorizing the execution of a contract for architect services (Fire Station #4). Presented by Colby Fulfer, Chief of Staff. **Pgs. 8-39**
3. **A Resolution** authorizing the execution of a contract for architect services (Fire Station #10). Presented by Colby Fulfer, Chief of Staff. **Pgs. 40-71**
4. **A Resolution** expressing the willingness of the City of Springdale to utilize federal-aid funds for the following project: Trail Feasibility: Watkins Ave. — Cambridge St. & Gutensohn Rd. — S. Pleasant St. Presented by Mike Peters, Active Transportation Coordinator. **Pgs. 72-74**
5. **A Resolution** expressing the willingness of the City of Springdale to apply for STBGP-A funding for construction of Don Tyson Parkway from Gene George Boulevard to Highway 112. Presented by Ben Peters, Engineering Director. **Pg. 75**

**Health, Sanitation, and Property Maintenance by Chairman Jeff Watson**

6. **A Presentation** from Solid Waste Specialists. Presented by Lynn Lantrip, Solid Waste Specialists.

**Committee of the Whole**

7. **A Discussion** on Lakeview Drive. Presented by Councilwoman Amelia Williams. *Tabled from 06/05/2023 Committee Meeting.*
8. **A Discussion** on 2023 Street Bond Projects. Presented by Ben Peters, Director of Engineering. *Tabled from 06/05/2023 Committee Meeting.* **Pgs. 76-81**

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHARITABLE DONATION AGREEMENT, AND AUTHORIZING THE PURCHASE OF PROPERTY FOR THE EXPANSION OF BLUFF CEMETERY.**

**WHEREAS**, the acquisition of real property located adjacent to Bluff Cemetery, more specifically, Washington County Parcel No. 815-28318-000, Parcel No. 815-28315-000, Parcel No. 815-28316-000, Parcel No. 815-28317-000, and Parcel No. 815-25549-000, collectively "the Properties", and comprising approximately 7.31 acres, are needed by the City of Springdale for future expansion of Bluff Cemetery;

**WHEREAS**, the owner of the Properties has agreed to sell the Properties to the City of Springdale for the sum of \$760,000.00, which is a reasonable price for the Properties;

**WHEREAS**, Gary C. George and Robin A. George wish to make a charitable contribution to the City of Springdale for the express purpose of the City purchasing the Properties; and

**WHEREAS**, the City of Springdale and Gary C. George and Robin A. George wish to enter into a Charitable Donation Agreement, attached hereto as Exhibit "A" and incorporated herein by reference, to effectuate the charitable contribution to the City for the purpose of the City purchasing the Properties.

**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 execute the attached Charitable Donation Agreement, and are authorized to utilize funds derived therefrom to purchase the Properties in an amount not to exceed \$760,000.00, plus associated closing costs, and are authorized to execute all documents necessary to complete this transaction.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **CHARITABLE DONATION AGREEMENT**

This Charitable Donation Agreement (this "Agreement") is entered into as of the \_\_\_\_ day of June, 2023 (the "Effective Date"), by and between Gary C. George and Robin A. George (the "Donors") and the City of Springdale, Arkansas (the "City").

WHEREAS, the Donors desire to make a charitable contribution to the City to be used by the City for the purposes specified in this Agreement; and

WHEREAS, the City desires to accept the charitable contribution and use such charitable contribution for the purposes specified in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutual promises contained herein, the parties agree as follows:

### **Section 1. Background**

- 1.1. The City owns and operates the Bluff Cemetery (the "Cemetery").
- 1.2. Contributions to the City qualify for a charitable deduction under Section 170 of the Internal Revenue Code of 1986, as amended (the "Code").
- 1.3. The parties desire the charitable contribution made pursuant to this Agreement to be made in compliance with all of the applicable provisions of the Code and accompanying Treasury Regulations governing charitable donations.

### **Section 2. Gift, Contribution and Donation**

- 2.1. Within five (5) business days of the Donors' receipt of written notice from the City confirming that the contingency described in Section 2.2 below has been satisfied, the Donors will assign, deliver and transfer to the City cash and/or that number of shares of marketable securities in publicly traded companies, to be determined by Donors equal in value to seven hundred sixty thousand dollars (\$760,000.00) plus the closing costs arising from the consummation of the transaction described in Section 2.2 below (the "Donation").
- 2.2. The Donation is conditioned and contingent upon the City's execution of a legally binding agreement to purchase that certain real property adjacent to the Cemetery consisting of approximately 6.6 acres of land as more particularly described in Exhibit A attached hereto (the "Expansion Property"). If the contingency remains unsatisfied sixty (60) days after the Effective Date, then this Agreement shall automatically, and without the necessity of notice, terminate with the Donors' commitment hereunder to make the Donation deemed rescinded by mutual agreement.
- 2.3. If the transaction(s) necessary for the City to obtain legal rights and title to the Expansion Property are not consummated within five (5) days of the City's receipt of the

Donation, then the City shall return the Donation, or the full proceeds therefrom, to the Donors and reimburse the Donors for any costs or expenses incurred by the Donors in connection with the Donation.

### **Section 3. Covenants Related to the Donation**

3.1. The City agrees that the Donation shall be used by the City only for the purpose of purchasing the Expansion Property.

3.2. The City agrees that the Expansion Property will become part of the Cemetery and will be used only for the purpose of providing additional burial sites for members of the public consistent with all applicable laws, regulations and ordinances of the City and the State of Arkansas (the “Limited Use”) with such Limited Use being included as restrictive covenant in the deed(s) executed in connection with the transaction described in Section 2.2 above.

3.3 The City agrees that its use of the Expansion Property shall not interfere with the bike trail and pedestrian walkway known as the Razorback Greenway currently located adjacent to the Expansion Property.

3.4. The City shall plat the additional burial plots within the Expansion Property by no later than thirty (30) days after receipt of the Donation.

3.5. The City shall complete all excavation, grading, landscaping, road construction, fencing (made of wrought iron in the same style as other fencing present in the Cemetery) and all other work necessary to physically integrate the Expansion Property into the Cemetery (the “Integration Work”) by no later than 180 days after receipt of the Donation. Notwithstanding the foregoing, upon the City’s request and with the Donors’ consent, which consent shall not be unreasonably withheld, the 180-day deadline in this Section 3.5 may be extended for: (a) portions of the Integration Work that involve demolition of occupied residential buildings or properties; and (b) the installation of the wrought iron fence along the eastern boundary of the Expansion Property which the Parties agree shall not be required until after the Integration Work involving such residential buildings or properties is completed. The City shall be solely responsible for all costs necessary to complete the Integration Work.

3.6. The City hereby agrees to transfer and convey to the Donors, for the exclusive use of the Donors and relatives of the Donors (determined by the Donors’ in their discretion), all burial sites within the area identified as the George Family Burial Plot in Exhibit A attached hereto (hereinafter the “George Family Plots”) with such area to be more specifically defined by mutual agreement of the Parties in the course of the City’s preparation of the plat referenced in Section 3.4 of this Agreement. The George Family Plots shall be transferred and conveyed to the Donors, or Donors’ designee(s), through deed(s) or other written instrument(s) approved by the State Board of Embalmers, Funeral Directors, Cemeteries and Burial Services as required by Arkansas Code Annotated Section 20-17-1019 with such conveyances to be consummated no later than one hundred and twenty (120) days after the Donation. In consideration of the City’s conveyance of the George Family Plots, the Donors shall pay an amount equal to the lesser of: (a) \$10,000.00;



or (b) ten percent (10%) of the costs incurred by the City for platting the Expansion Property and engineering services related to the Integration Work.

3.7. The City shall maintain and provide upkeep for the George Family Plots consistent with all rules, regulations and ordinances adopted by the City as to the Cemetery.

#### **Section 4. Notices.**

All notices, requests, demands and other communications under this Agreement shall be in writing, shall be addressed as follows, and shall be deemed to have been duly given on the date of delivery, whether by fax, email or mail:

To the Donors:                      Mr. Gary George  
   P.O. Drawer G  
   Springdale, AR 72765  
   [gary.george@georgesinc.com](mailto:gary.george@georgesinc.com)

To the City:                      City of Springdale  
   Attn: Mayor  
   201 Spring Street  
   Springdale, AR 72764

Either party may change its address for purposes of this Section 4 by giving the other party written notice of the new address in the manner set forth above.

#### **Section 5. Miscellaneous.**

5.1. All prior negotiations and agreements between the parties are superseded by this Agreement, and there are no representations, warranties, undertakings or agreements other than those expressly set forth herein, attached hereto or delivered pursuant hereto, except as modified in writing concurrently herewith or subsequent thereto.

5.2. Any term, provision, covenant, representation, warranty or condition of this Agreement or any other document or instrument executed or delivered and attached hereto may be waived, but only by a written instrument signed by the party entitled to the benefits thereof. The failure, delay or indulgence of any party at any time or times to require performance of any provision or to exercise its rights with respect to any provision hereof, or in any other document or instrument executed or delivered and attached hereto, shall in no manner operate as a waiver of or effect such party's right at a later time to enforce the same.

5.3. The parties agree that from time to time hereafter, and upon request, each of them will execute, acknowledge and deliver such other instruments and documents and take such further action as may be reasonably necessary to carry out the intent of this Agreement. Each party represents and warrants that such party has the full power and authority to execute, deliver and perform this Agreement.

5.4. No modification or amendment of this Agreement or any other document or instrument executed or delivered and attached hereto shall be valid and binding unless it is in writing and signed by all parties.

5.5. This Agreement shall inure to the benefit of, and be binding upon, the parties and those represented by the parties and their respective successors, heirs, representatives, agents and assigns. Unless otherwise expressly permitted herein, no party may transfer or assign any of such party's rights under this Agreement without the prior written consent of all parties.

5.6. This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.

5.7. If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other provision herein, but all other provisions of this Agreement shall remain in full force and effect.

5.8. This Agreement shall be governed by and construed in accordance with the laws and decisions of the State of Arkansas.

5.9. Nothing contained herein shall create any rights for the benefit of any third party.

5.10. This Agreement may be executed via facsimile or e-mail and in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date first written above.

**DONORS:**

\_\_\_\_\_  
GARY C. GEORGE

\_\_\_\_\_  
ROBIN A. GEORGE

**CITY OF SPRINGDALE:**

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

Title: \_\_\_\_\_

## Exhibit A

**Expansion Property:** The parcels within the area outlined in red below comprising approximately 6.6 acres of land.



**George Family Plots:** All plots within the approximate area outlined in blue in the above map. The prices size and boundaries will be agreed upon by the parties in accordance with Sections 3.4 and 3.6 of the Agreement. The southern boundary of the George Family Plots will be established by a roadway adjacent to wrought iron fence both of which shall be constructed by the City in locations approved by the Donors.

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

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

**WHEREAS**, the City of Springdale is planning to replace and construct Fire Station #4, and

**WHEREAS**, using the procurement procedures required by State Law, the program management team has selected Miller Boskus Lack Architects, P.A. as the most qualified firm;

**WHEREAS**, the contract proposes a fee of 5% of estimated construction costs with a price not to exceed \$250,000, and

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

**Section 1.** Expenditures for 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 Miller Boskus Lack Architects, P.A. for the construction of Fire Station #8.

**Section 3.** The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the original contract price.

**PASSED AND APPROVED** this 27th day of June, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# AIA® Document B102® – 2017

## ***Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services***

AGREEMENT made as of the Fourth day of April in the year Two Thousand Twenty-Three  
(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, Arkansas  
201 Spring Street  
Springdale, Arkansas 72764

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

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

MBL Architecture  
2397 N. Green Acres Road  
Fayetteville, Arkansas 72703

for the following (hereinafter referred to as "the Project"):  
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Springdale Fire Station #4  
West Huntsville Avenue  
Springdale, Arkansas

The Owner and Architect agree as follows.

Init.

AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:28 07 ET on 04/19/2023 under Order No.4104236605 which expires on 10/02/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1699887223)

## TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)*

§ 1.1.1 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.

§ 1.2 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.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

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

Audy Lack or Ashley Mauldin  
MBL Architecture  
2397 N. Green Acres Road  
Fayetteville, Arkansas 72703  
PH: 479-443-7121

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

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.



§ 1.5.1 Commercial General Liability with policy limits of not less than (~~\$one million dollars~~ (\$1,000,000.00) ) for each occurrence and (~~\$two million dollars~~ (\$2,000,000.00) ) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 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.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 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.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00 ) per claim and two million dollars (\$ 2,000,000.00 ) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, 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.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 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.

§ 2.2 The Owner identifies the following 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.

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

Colby Fulfer  
City of Springdale  
201 Spring Street  
Springdale, Arkansas 72764

§ 2.3 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.

§ 2.4 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.

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

§ 2.6 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 3 COPYRIGHTS AND LICENSES**

§ 3.1 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.

§ 3.2 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.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, 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 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 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 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, 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.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

### **ARTICLE 4 CLAIMS AND DISPUTES**

#### **§ 4.1 General**

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

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

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

#### § 4.2 Mediation

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

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

§ 4.2.3 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.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

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

#### § 4.3 Arbitration

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

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

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

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

**§ 4.3.4 Consolidation or Joinder**

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

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

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

**ARTICLE 5 TERMINATION OR SUSPENSION**

§ 5.1 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.

§ 5.2 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.

§ 5.3 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.

§ 5.4 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.

§ 5.5 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.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, 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.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, 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:

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

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate  
*(Check the appropriate box.)*

☐ One year from the date of commencement of the Architect's services

☒ One year from the date of Substantial Completion

☐ Other

*(Insert another termination date or refer to a termination provision in an attached document or scope of service.)*

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 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 3 and Section 5.7.

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

See attached Exhibit "A"

### § 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;



- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

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

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)*

## § 6.3 Payments to the Architect

### § 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero dollars (\$ .00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

### § 6.3.2 Progress Payments

§ 6.3.2.1 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 ( ) 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.)*

10 % Ten Percent

§ 6.3.2.2 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.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 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.

§ 7.4 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.

§ 7.4.1 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.

§ 7.5 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.

§ 7.6 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.

§ 7.7 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.

§ 7.8 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 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 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 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 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 7.9.

§ 7.10 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 8 SPECIAL TERMS AND CONDITIONS

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

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



## ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 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.

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

- .1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement )*

AIA Document B201-2017, Standard Form of Architect's Services: Design and Construction Contract Administration

AIA Document A201-2017, General Conditions of the Contract for Construction

- .3 Exhibits:

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

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

- ☒ Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement )*

Exhibit "A" - Compensation  
Exhibit "B" - Limitation of Liability

- .4 Other documents:

*(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement )*

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

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

Doug Sprouse - Mayor  
City of Springdale, Arkansas  
*(Printed name and title)*

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

Audrey G. Lack - Principal  
MBL Architecture  
*(Printed name, title, and license number, if required)*

The individual signing this Agreement, on behalf of the Owner, personally represents and warrants to the Project Manager and Project Manager's successors and assigns that such individual is duly authorized to sign this Agreement on behalf of the Owner and to bind the Owner by his/her signature without the joinder or approval of any other party. In the event the undersigned is not so authorized to enter into this Agreement on behalf of the Owner or to so bind the Owner to this Agreement by his/her signature, the undersigned personally guarantees the payment and performance of the obligations and covenants of the Owner under this Agreement.

Init.

AIA Document B102 - 2017 Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:28:07 ET on 04/19/2023 under Order No 4104236605 which expires on 10/02/2023. It is not for resale. It is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com  
User Notes:

(1899887223)

10

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Audy G. Lack, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:28:07 ET on 04/19/2023 under Order No. 4104236605 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

PRINCIPAL

(Title)

06.13.2023

(Dated)

# AIA® Document B201™ – 2017

## **Standard Form of Architect's Services: Design and Construction Contract Administration**

### **for the following PROJECT:**

*(Name and location or address)*

Springdale Fire Station #4  
West Huntsville Avenue  
Springdale, Arkansas

### **THE OWNER:**

*(Name, legal status and address)*

City of Springdale, Arkansas  
201 Spring Street  
Springdale, Arkansas 72764

### **THE ARCHITECT:**

*(Name, legal status and address)*

MBL Architecture  
2397 N. Green Acres Road  
Fayetteville, Arkansas 72703

### **THE AGREEMENT**

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the 4<sup>th</sup> day of April in the year Two Thousand Twenty-Three.  
*(In words, indicate day, month and year.)*

### **TABLE OF ARTICLES**

- 1 INITIAL INFORMATION
- 2 SCOPE OF ARCHITECT'S BASIC SERVICES
- 3 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COST OF THE WORK
- 6 COMPENSATION
- 7 ATTACHMENTS AND EXHIBITS

### **ARTICLE 1 INITIAL INFORMATION**

§ 1.1 The 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:

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

Init.

AIA Document B201 – 2017 Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:27:43 ET on 04/19/2023 under Order No.4104236605 which expires on 10/02/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.  
User Notes:

(1915767383)

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

Program will remain consistent with the prototype developed through Stations 2, 3, 7, 8, & 9. Training features will be added to Station 4, but that scope is to be determined.

**§ 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's physical characteristics will remain consistent with the prototype developed through Stations 2, 3, 7, 8, & 9.

**§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 5.1:**

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

Cost for each station is to be determined.

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

- .1 Design phase milestone dates, if any:

To Be Determined

- .2 Construction commencement date:

To Be Determined

- .3 Substantial Completion date or dates:

To Be Determined

- .4 Other milestone dates:

To Be Determined

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

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

**Construction Management**

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

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

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

**§ 1.1.7 The 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.)*

Blake Holte – Fire Chief  
City of Springdale  
417 Holcomb  
Springdale, Arkansas 72764

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

.1 Geotechnical Engineer:

To Be Determined

.2 Civil Engineer:

ESI  
1207 S. Old Missouri Road  
Springdale, Arkansas 72764  
PH: 479-751-8733

.3 Other, if any:

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

§ 1.1.9 The Architect shall retain the consultants identified in Sections 1.1.9.1 and 1.1.9.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.9.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Robbins Engineering, PLLC  
10018 W. Markham Street  
Little Rock, Arkansas 72205  
PH: 501-664-7575

.2 Mechanical Engineer:

HSA Engineering Consulting Services, Inc.  
7405 Ellis Street  
Fort Smith, Arkansas 72916  
PH: 479-452-8922

.3 Electrical Engineer:

HSA Engineering Consulting Services, Inc.  
7405 Ellis Street  
Fort Smith, Arkansas 72916  
PH: 479-452-8922

§ 1.1.9.2 Consultants retained under Supplemental Services:

Int.

AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:27:43 ET on 04/19/2023 under Order No.4104236605 which expires on 10/02/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.  
User Notes:

(1915767383)

**§ 1.1.10 Other Initial Information on which the Agreement is based:**

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, 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.

**ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 2.1** The Architect's Basic Services consist of those described in this Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 2 are Supplemental or Additional Services.

**§ 2.1.1** 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.

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

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

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

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

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

**§ 2.2 SCHEMATIC DESIGN PHASE SERVICES**

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

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



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

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

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

§ 2.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 3.1.1.

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

§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3.

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

### § 2.3 DESIGN DEVELOPMENT PHASE SERVICES

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

§ 2.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 5.3.

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

### § 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

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

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding,



including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 2.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 5.3.

§ 2.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

## § 2.5 PROCUREMENT PHASE SERVICES

### § 2.5.1 General

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

### § 2.5.2 Competitive Bidding

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

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

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

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

### § 2.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

## § 2.6 CONSTRUCTION PHASE SERVICES

### § 2.6.1 General

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

§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Agreement. The Architect shall not

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

§ 2.6.1.3 Subject to Section 3.2 and except as provided in Section 2.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 2.6.2 Evaluations of the Work

§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

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

#### § 2.6.3 Certificates for Payment to Contractor

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

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

#### § 2.6.4 Submittals

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

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

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

§ 2.6.4.4 Subject to Section 3.2, 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.

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

#### § 2.6.5 Changes in the Work

§ 2.6.5.1 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 3.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

#### § 2.6.6 Project Completion

§ 2.6.6.1 The Architect shall:

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

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

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

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

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

§ 2.6.6.5 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 3 SUPPLEMENTAL AND ADDITIONAL SERVICES

#### § 3.1 SUPPLEMENTAL SERVICES

§ 3.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 3.1.2 below or attach the description of services as an exhibit to the Agreement.)*

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 3.1.1.1 Programming	Architect
§ 3.1.1.2 Multiple preliminary designs	Not Provided
§ 3.1.1.3 Measured drawings	Not Provided
§ 3.1.1.4 Existing facilities surveys	Not Provided
§ 3.1.1.5 Site evaluation and planning	Architect
§ 3.1.1.6 Building Information Model management responsibilities	Architect
§ 3.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 3.1.1.8 Civil engineering	Owner
§ 3.1.1.9 Landscape design	Architect
§ 3.1.1.10 Architectural interior design	Architect
§ 3.1.1.11 Value analysis	Architect and Construction Manager
§ 3.1.1.12 Detailed cost estimating beyond that required in Section 5.3	Not Provided
§ 3.1.1.13 On-site project representation	Not Provided
§ 3.1.1.14 Conformed documents for construction	Not Provided
§ 3.1.1.15 As-designed record drawings	Not Provided
§ 3.1.1.16 As-constructed record drawings	Not Provided

§ 3.1.1.17	Post occupancy evaluation	Not Provided
§ 3.1.1.18	Facility support services	Not Provided
§ 3.1.1.19	Tenant-related services	Not Provided
§ 3.1.1.20	Architect's coordination of the Owner's consultants	Architect
§ 3.1.1.21	Telecommunications/data design – includes design of communications, radio, telephone, data systems; does not include design of Head-In system	Architect
§ 3.1.1.22	Security evaluation and planning	Not Provided
§ 3.1.1.23	Commissioning	Owner
§ 3.1.1.24	Sustainable Project Services pursuant to Section 3.1.3	Not Provided
§ 3.1.1.25	Fast-track design services	Not Provided
§ 3.1.1.26	Multiple bid packages	Not Provided
§ 3.1.1.27	Historic preservation	Not Provided
§ 3.1.1.28	Furniture, furnishings, and equipment design	Owner
§ 3.1.1.29	Other services provided by specialty Consultants	
§ 3.1.1.30	Site Adapt of Prototype	Architect
§ 3.1.1.30	Other Supplemental Services	

#### § 3.1.2 Description of Supplemental Services

§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

See attached Exhibit "A"

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 3.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to the Agreement. The Owner shall compensate the Architect as provided in Section 6.2.

#### § 3.2 ARCHITECT'S ADDITIONAL SERVICES

The Architect may provide Additional Services after execution of the 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 3.2 shall entitle the Architect to compensation pursuant to Section 6.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;



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

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

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

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

- .1 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-Eight ( 28 ) visits to the site by the Architect during construction
- .3 Three ( 3 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three ( 3 ) inspections for any portion of the Work to determine final completion

§ 3.2.4 Except for services required under Section 2.6.6.5 and those services that do not exceed the limits set forth in Section 3.2.3, 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.

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

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 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 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.2 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.

§ 4.3 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.

§ 4.4 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.

§ 4.5 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.

§ 4.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 3.1.1.

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

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

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

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

## ARTICLE 5 COST OF THE WORK

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

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 5.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 3.1.1, as a Supplemental Service.

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

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

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 5.5 of AIA Document B102™-2017;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 5.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 6.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 5.

## ARTICLE 6 COMPENSATION

§ 6.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Architect's Basic Services as follows:

- .1 Stipulated Sum  
(Insert amount)

- .2 Percentage Basis See attached Exhibit "A"  
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 6.6.

- .3 Other  
(Describe the method of compensation)



§ 6.2 For the Architect's Supplemental Services designated in Section 3.1.1 and for any Sustainability Services required pursuant to Section 3.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See attached Exhibit "A"

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

To be determined and will be agreed to in writing prior to the Architect completing these services.

§ 6.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	<u>Zero</u>	percent (	<u>0</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Fifty</u>	percent (	<u>50</u>	%)
Procurement Phase	<u>Zero</u>	percent (	<u>0</u>	%)
Construction Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 6.6 When compensation identified in Section 6.1 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.

§ 6.6.1 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 the Agreement for all services performed whether or not the Construction Phase is commenced.

§ 6.7 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.)

See attached Exhibit "A"

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

#### § 6.8 INITIAL PAYMENT TO THE ARCHITECT FOR SUSTAINABILITY CERTIFICATION

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

## ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

*(List other documents, if any, including any exhibits relied on in Section 3.1.)*

Exhibit "A"

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Audy G. Lack, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:27:43 ET on 04/19/2023 under Order No. 4104236605 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B201™ – 2017, Standard Form of Architect's Services: Design and Construction Contract Administration, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

PRINCIPAL

(Title)

06.13.2023

(Dated)

## **Miller Boskus Lack Architects, P.A.**

### **Exhibit “A”**

#### **Article 6.0 - Basic Services Compensation**

Compensation for the Architects Basic Services, including the service of the MEP Engineers and Structural Engineer shall be computed by multiplying the percentage listed below for each phase of the work times the total cost of work less the total cost of furnishings, décor, and equipment not included in the architect’s construction documents. The cost of the work shall be determined as defined in Article 2 of AIA Document B201-2017 Standard Form of Architect’s Services. The fee for this scope of work will not exceed \$250,000.00 without prior written approval.

Design and Construction Contract Administration progress payments shall be allocated to services as listed below and will be billed on a monthly basis.

2.0	Design Services	
2.2	Schematic Design	.00%
2.3	Design Development	1.00%
2.4	Construction Documents	2.50%
2.5	Construction Procurement Services	0.00%
2.6	Contract Administration Services	1.50%
**Total Compensation		= 5.00% x cost of work

When compensation is based on a percentage of the Cost of Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with Article 5 of AIA Document B201-2017 Standard Form of Agreement Between Owner and Architect.

#### **Article 6.2 – Reimbursable Expenses**

Reimbursable expenses are in addition to compensation for the Architects’ professional services and include expenses incurred by the Architect’s consultant directly related to the project as follows: 1. Transportation and authorized out-of-town travel and subsistence; 2. Fees paid for securing approval of authorities having jurisdiction over the project; 3. Printing and Reproduction

expenses; 4. Postage & Shipping. We assume a budget, not to exceed \$25,000 for reimbursable expenses. We will not exceed this amount without prior written approval.

### **Article 3.0 – Additional Services Compensation**

Compensation for Additional Services will be computed as noted below.

#### **3.1.1.6 – BIM Modeling**

The architect utilizes the latest in BIM modeling software. Three-dimensional modeling will be used for the design of this project and for presentations, renderings, and visualization of the new facility. BIM modeling will be utilized for the production of construction documents and coordination of the architect's engineers. A BIM model for construction is not required by the Construction Manager and is not required for the construction of this new facility and therefore is not part of this agreement and will not be provided for these projects. The architect's fee for BIM modeling is \$0.

#### **3.1.1.9 – Landscape Design**

The architect will provide landscape design documents based on the design of Fire Station No. 8. The cost of this work is included in the base fee.

#### **3.1.1.10 & 3.1.1.28 – Interior Design & FFE (Furniture, Fixtures, Equipment) Design**

~~The architect will select furnishing, décor, & fixtures as required by the owner. The architect will provide plans and specifications for these items for bidding and procurement by the City of Springdale. The fee for these services will be computed by multiplying the total cost of the furnishings, décor, and fixtures times 8.5%.—Not required.~~

#### **3.1.1.21 – Telecommunications, Data, Communications**

The Architect's engineer will design the low voltage systems for telecommunications and data systems to match previous prototypical stations. This will not include design of the Head-In systems. These will be procured directly by the City of Springdale. The fee for these services will be included in Architect's fee.

### 3.1.1.30 – Site Adapt of Prototype

The Architect and Architect's engineers will modify the prototype as necessary for the given sites on an hourly fee basis.

#### **Hourly Rates**

Principal	\$240.00 per hour
Sr. Project Architect	\$195.00 per hour
Specification Writer	\$195.00 per hour
Director of Urban Design	\$195.00 per hour
Interior Architect	\$175.00 per hour
Architect III	\$175.00 per hour
Architect II	\$165.00 per hour
Project Manager/BIM	\$165.00 per hour
Interior Designer	\$155.00 per hour
Architect I	\$145.00 per hour
Administrative	\$ 80.00 per hour

## **Exhibit “B”**

### **Limitation of Liability**

1. If the owner does not engage the Architect to provide Services during the construction phase of the Project, then the Architect shall not be responsible for changes, if any, made by others in documents furnished by the Architect under the Agreement; for components of the Project, if any, for which Shop Drawings, Product Data or Samples are required; or for the failure of any construction contractor to construct the Project in accordance with documents furnished by the Architect; and for errors or omissions, if any, by the Architect which it is reasonable to assume would have been noticed and corrected by the Architect had the Architect been engaged to perform construction phase Services. The Owner hereby agrees to release, defend, and indemnify the Architect from and against all claims and liability arising out of or alleged to have arisen out of those matters which are stated in the foregoing sentence to be outside the Architect's responsibilities.
2. The Owner and the Architect intend that the Services in connection with the Project shall not subject the Architect's individual employees, officers, or directors to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained in the Agreement, the Owner agrees that, as the Owner's sole and exclusive remedy, all claims, demands and suits shall be directed and/or asserted only against the Architect, an Arkansas corporation, and not against any of the Architect's employees, officers, or directors.
3. The Owner and the Architect have discussed the Owner's risks, rewards and benefits associated with the Services and the Architect's risks and total compensation for Services. The Owner and the Architect have allocated the risks such that the Owner hereby agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner and all others for any and all injuries, claims, losses, costs, expenses, damages (including consequential damages), or claim expenses arising out of the Agreement or its breach, from any cause or causes shall not exceed the total amount paid under the Architect's professional liability insurance. Such causes include, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract, and breach of warranty.
4. The Owner agrees to defend, indemnify and hold the Architect harmless from all claims for liability in excess of the limits set forth in Paragraph 3, above, for injury or loss sustained or alleged by any person or entity, whether or not a party to the Agreement, and allegedly arising out of the Architect's performance of Services under the Agreement.
5. Since it would be unfair for the Architect to be exposed to liability for its failure to perform a service that the Owner had either refused to authorize or has instructed the Architect not to perform, the Owner hereby waives all claims against the Architect and agrees to defend, indemnify and hold the Architect harmless from claims or liability for injury or loss allegedly arising from the Architect's failure to perform a service that the Owner has either refused to authorize or has instructed the Architect not to perform.



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

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

**WHEREAS**, the City of Springdale is planning to construct Fire Station #10 with 2023 bond proceeds, and

**WHEREAS**, using the procurement procedures required by State Law, the program management team has selected Miller Boskus Lack Architects, P.A. as the most qualified firm;

**WHEREAS**, the contract proposes a fee of 5% of estimated construction costs with a price not to exceed \$250,000, and

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

**Section 1.** Expenditures for this project will be paid from the General Fund and reimbursed with 2023 Bond Funds.

**Section 2.** The Mayor and City Clerk are hereby authorized to execute an architecture services contract with Miller Boskus Lack Architects, P.A. for the construction of Fire Station #8.

**Section 3.** The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the original contract price.

**PASSED AND APPROVED** this 27th day of June, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# AIA® Document B102® – 2017

## **Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services**

AGREEMENT made as of the Fourth day of April in the year Two Thousand Twenty-Three  
(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, Arkansas  
201 Spring Street  
Springdale, Arkansas 72764

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

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

MBL Architecture  
2397 N. Green Acres Road  
Fayetteville, Arkansas 72703

for the following (hereinafter referred to as "the Project"):  
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Springdale Fire Stations #10  
Wagon Wheel Road  
Springdale, Arkansas

The Owner and Architect agree as follows.

Init.

AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:37:43 ET on 04/19/2023 under Order No. 4104236605 which expires on 10/02/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [docinfo@aiacontracts.com](mailto:docinfo@aiacontracts.com).  
User Notes:

(1396191322)

## TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)*

§ 1.1.1 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.

§ 1.2 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.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

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

Audy Lack or Ashley Mauldin  
MBL Architecture  
2397 N. Green Acres Road  
Fayetteville, Arkansas 72703  
PH: 479-443-7121

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

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than ~~(\$ one million dollars (\$1,000,000.00))~~ for each occurrence and ~~(\$ two million dollars (\$2,000,000.00))~~ in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 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.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 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.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00 ) per claim and two million dollars (\$ 2,000,000.00 ) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, 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.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 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.

§ 2.2 The Owner identifies the following 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.

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

Colby Fulfer  
City of Springdale  
201 Spring Street  
Springdale, Arkansas 72764

§ 2.3 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

Init.

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.

§ 2.4 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.

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

§ 2.6 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 3 COPYRIGHTS AND LICENSES

§ 3.1 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.

§ 3.2 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.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, 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 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 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 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, 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.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

### ARTICLE 4 CLAIMS AND DISPUTES

#### § 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

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

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

#### § 4.2 Mediation

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

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

§ 4.2.3 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.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

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

#### § 4.3 Arbitration

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



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

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

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

**§ 4.3.4 Consolidation or Joinder**

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

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

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

**ARTICLE 5 TERMINATION OR SUSPENSION**

§ 5.1 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.

§ 5.2 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.

§ 5.3 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.

§ 5.4 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.

§ 5.5 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.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, 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.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, 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:

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

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate  
(Check the appropriate box.)

☐ One year from the date of commencement of the Architect's services

☒ One year from the date of Substantial Completion

☐ Other  
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 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 3 and Section 5.7.

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

See attached Exhibit "A"

### § 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

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

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)*

## § 6.3 Payments to the Architect

### § 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero dollars (\$ .00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

### § 6.3.2 Progress Payments

§ 6.3.2.1 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 ( ) 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 )*

10 % Ten Percent

§ 6.3.2.2 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.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 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.

§ 7.4 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.

§ 7.4.1 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.

§ 7.5 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.

§ 7.6 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.

§ 7.7 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.

§ 7.8 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 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 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 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 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 7.9.

§ 7.10 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 8 SPECIAL TERMS AND CONDITIONS

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

## ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 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.

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

- .1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203 2013 incorporated into this Agreement )

AIA Document B201-2017, Standard Form of Architect's Services: Design and Construction Contract Administration

AIA Document A201-2017, General Conditions of the Contract for Construction

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement )

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

☒ Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement )

Exhibit "A" – Compensation  
Exhibit "B" – Limitation of Liability

- .4 Other documents:  
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

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

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

Doug Sprouse – Mayor  
City of Springdale, Arkansas  
(Printed name and title)

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

Audrey C. Lack – Principal  
MBL Architecture  
(Printed name, title, and license number, if required)

The individual signing this Agreement, on behalf of the Owner, personally represents and warrants to the Project Manager and Project Manager's successors and assigns that such individual is duly authorized to sign this Agreement on behalf of the Owner and to bind the Owner by his/her signature without the joinder or approval of any other party. In the event the undersigned is not so authorized to enter into this Agreement on behalf of the Owner or to so bind the Owner to this Agreement by his/her signature, the undersigned personally guarantees the payment and performance of the obligations and covenants of the Owner under this Agreement.

Int.

AIA Document B102 – 2017 Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:37:43 ET on 04/19/2023 under Order No. 4104236605 which expires on 10/02/2023. It is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com  
User Notes:

(1396191322)

10

**Certification of Document's Authenticity**  
**AIA® Document D401™ – 2003**

I, Audy G. Lack, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:37:43 ET on 04/19/2023 under Order No. 4104236605 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

PRINCIPAL  
(Title)

06.13.2023  
(Dated)



# AIA® Document B201™ – 2017

## Standard Form of Architect's Services: Design and Construction Contract Administration

for the following PROJECT:

(Name and location or address)

Springdale Fire Stations #10  
Wagon Wheel Road  
Springdale, Arkansas

THE OWNER:

(Name, legal status and address)

City of Springdale, Arkansas  
201 Spring Street  
Springdale, Arkansas 72764

THE ARCHITECT:

(Name, legal status and address)

MBL Architecture  
2397 N. Green Acres Road  
Fayetteville, Arkansas 72703

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the 4<sup>th</sup> day of April in the year Two Thousand Twenty-Three.  
(In words, indicate day, month and year.)

### TABLE OF ARTICLES

- |   |                                      |
|---|--------------------------------------|
| 1 | INITIAL INFORMATION                  |
| 2 | SCOPE OF ARCHITECT'S BASIC SERVICES  |
| 3 | SUPPLEMENTAL AND ADDITIONAL SERVICES |
| 4 | OWNER'S RESPONSIBILITIES             |
| 5 | COST OF THE WORK                     |
| 6 | COMPENSATION                         |
| 7 | ATTACHMENTS AND EXHIBITS             |

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 The 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:

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

Init.

AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16 38 58 ET on 04/19/2023 under Order No.4104236605 which expires on 10/02/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(947540555)

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

Program will remain consistent with the prototype developed through Stations 2, 3, 7, 8, & 9.

§ 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's physical characteristics will remain consistent with the prototype developed through Stations 2, 3, 7, 8, & 9.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 5.1:

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

Cost for each station is to be determined.

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

- .1 Design phase milestone dates, if any:

To Be Determined

- .2 Construction commencement date:

To Be Determined

- .3 Substantial Completion date or dates:

To Be Determined

- .4 Other milestone dates:

To Be Determined

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

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

Construction Management

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

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

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

§ 1.1.7 The 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.)*

Blake Holte – Fire Chief

Init.

AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:38:58 ET on 04/19/2023 under Order No 4104236605 which expires on 10/02/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(947540555)

City of Springdale  
417 Holcomb  
Springdale, Arkansas 72764

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

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

.1 Geotechnical Engineer:

To Be Determined

.2 Civil Engineer:

ESI  
1207 S. Old Missouri Road  
Springdale, Arkansas 72764  
PH: 479-751-8733

.3 Other, if any:

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

§ 1.1.9 The Architect shall retain the consultants identified in Sections 1.1.9.1 and 1.1.9.2:

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

§ 1.1.9.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Robbins Engineering, PLLC  
10018 W. Markham Street  
Little Rock, Arkansas 72205  
PH: 501-664-7575

.2 Mechanical Engineer:

HSA Engineering Consulting Services, Inc.  
7405 Ellis Street  
Fort Smith, Arkansas 72916  
PH: 479-452-8922

.3 Electrical Engineer:

HSA Engineering Consulting Services, Inc.  
7405 Ellis Street  
Fort Smith, Arkansas 72916  
PH: 479-452-8922

§ 1.1.9.2 Consultants retained under Supplemental Services:

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, 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.

**ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 2.1 The Architect's Basic Services consist of those described in this Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 2 are Supplemental or Additional Services.

§ 2.1.1 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.

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

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

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

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

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

**§ 2.2 SCHEMATIC DESIGN PHASE SERVICES**

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

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

Init.

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

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

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

§ 2.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 3.1.1.

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

§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3.

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

## § 2.3 DESIGN DEVELOPMENT PHASE SERVICES

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

§ 2.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 5.3.

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

## § 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

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

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding,

including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 2.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 5.3.

§ 2.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

## § 2.5 PROCUREMENT PHASE SERVICES

### § 2.5.1 General

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

### § 2.5.2 Competitive Bidding

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

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

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

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

### § 2.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

## § 2.6 CONSTRUCTION PHASE SERVICES

### § 2.6.1 General

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

§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Agreement. The Architect shall not



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

§ 2.6.1.3 Subject to Section 3.2 and except as provided in Section 2.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 2.6.2 Evaluations of the Work

§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

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

#### § 2.6.3 Certificates for Payment to Contractor

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

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

#### § 2.6.4 Submittals

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

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

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

§ 2.6.4.4 Subject to Section 3.2, 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.

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

#### § 2.6.5 Changes in the Work

§ 2.6.5.1 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 3.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

#### § 2.6.6 Project Completion

§ 2.6.6.1 The Architect shall:

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

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

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

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

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

§ 2.6.6.5 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 3 SUPPLEMENTAL AND ADDITIONAL SERVICES

#### § 3.1 SUPPLEMENTAL SERVICES

§ 3.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 3.1.2 below or attach the description of services as an exhibit to the Agreement.)*

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 3.1.1.1 Programming	Architect
§ 3.1.1.2 Multiple preliminary designs	Not Provided
§ 3.1.1.3 Measured drawings	Not Provided
§ 3.1.1.4 Existing facilities surveys	Not Provided
§ 3.1.1.5 Site evaluation and planning	Architect
§ 3.1.1.6 Building Information Model management responsibilities	Architect
§ 3.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 3.1.1.8 Civil engineering	Owner
§ 3.1.1.9 Landscape design	Architect
§ 3.1.1.10 Architectural interior design	Architect
§ 3.1.1.11 Value analysis	Architect and Construction Manager
§ 3.1.1.12 Detailed cost estimating beyond that required in Section 5.3	Not Provided
§ 3.1.1.13 On-site project representation	Not Provided
§ 3.1.1.14 Conformed documents for construction	Not Provided
§ 3.1.1.15 As-designed record drawings	Not Provided
§ 3.1.1.16 As-constructed record drawings	Not Provided

Init.

§ 3.1.1.17 Post occupancy evaluation	<u>Not Provided</u>
§ 3.1.1.18 Facility support services	<u>Not Provided</u>
§ 3.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 3.1.1.20 Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 3.1.1.21 Telecommunications/data design – <u>includes design of communications, radio, telephone, data systems; does not include design of Head-In system</u>	<u>Architect</u>
§ 3.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 3.1.1.23 Commissioning	<u>Owner</u>
§ 3.1.1.24 Sustainable Project Services pursuant to Section 3.1.3	<u>Not Provided</u>
§ 3.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 3.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 3.1.1.27 Historic preservation	<u>Not Provided</u>
§ 3.1.1.28 Furniture, furnishings, and equipment design	<u>Owner</u>
§ 3.1.1.29 Other services provided by specialty Consultants	
§ 3.1.1.30 Site Adapt of Prototype	<u>Architect</u>
<del>§ 3.1.1.30 Other Supplemental Services</del>	

### § 3.1.2 Description of Supplemental Services

§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

See attached Exhibit "A"

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 3.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to the Agreement. The Owner shall compensate the Architect as provided in Section 6.2.

### § 3.2 ARCHITECT'S ADDITIONAL SERVICES

The Architect may provide Additional Services after execution of the 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 3.2 shall entitle the Architect to compensation pursuant to Section 6.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;



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

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

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

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

- .1 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-Eight ( 28 ) visits to the site by the Architect during construction
- .3 Three ( 3 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three ( 3 ) inspections for any portion of the Work to determine final completion

§ 3.2.4 Except for services required under Section 2.6.6.5 and those services that do not exceed the limits set forth in Section 3.2.3, 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.

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

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 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 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.2 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.

§ 4.3 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.

§ 4.4 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.

§ 4.5 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.

§ 4.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 3.1.1.

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

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

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

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

## ARTICLE 5 COST OF THE WORK

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

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot

Init.



and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 5.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 3.1.1, as a Supplemental Service.

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

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

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 5.5 of AIA Document B102™-2017;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 5.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 6.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 5.

## ARTICLE 6 COMPENSATION

§ 6.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Architect's Basic Services as follows:

- .1 Stipulated Sum  
(Insert amount)
- .2 Percentage Basis See attached Exhibit "A"  
(Insert percentage value)  
  
( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 6.6.
- .3 Other  
(Describe the method of compensation)

Init.

§ 6.2 For the Architect's Supplemental Services designated in Section 3.1.1 and for any Sustainability Services required pursuant to Section 3.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See attached Exhibit "A"

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

To be determined and will be agreed to in writing prior to the Architect completing these services.

§ 6.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services)

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

Schematic Design Phase	<u>Zero</u>	percent (	<u>0</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Fifty</u>	percent (	<u>50</u>	%)
Procurement Phase	<u>Zero</u>	percent (	<u>0</u>	%)
Construction Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 6.6 When compensation identified in Section 6.1 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.

§ 6.6.1 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 the Agreement for all services performed whether or not the Construction Phase is commenced.

§ 6.7 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.)

See attached Exhibit "A"

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

#### § 6.8 INITIAL PAYMENT TO THE ARCHITECT FOR SUSTAINABILITY CERTIFICATION

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

## ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

*(List other documents, if any, including any exhibits relied on in Section 3.1.)*

Exhibit "A"

Init.

AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:38:58 ET on 04/19/2023 under Order No. 4104236605 which expires on 10/02/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [docinfo@aiacontracts.com](mailto:docinfo@aiacontracts.com).

User Notes:

(947540555)

15

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Audy G. Lack, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:38:58 ET on 04/19/2023 under Order No. 4104236605 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B201™ – 2017, Standard Form of Architect's Services: Design and Construction Contract Administration, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

PRINCIPAL

(Title)

06.13.2023

(Dated)

## **Miller Boskus Lack Architects, P.A.**

### **Exhibit “A”**

#### **Article 6.0 - Basic Services Compensation**

Compensation for the Architects Basic Services, including the service of the MEP Engineers and Structural Engineer shall be computed by multiplying the percentage listed below for each phase of the work times the total cost of work less the total cost of furnishings, décor, and equipment not included in the architect’s construction documents. The cost of the work shall be determined as defined in Article 2 of AIA Document B201-2017 Standard Form of Architect’s Services. The fee for this scope of work will not exceed \$250,000.00 without prior written approval.

Design and Construction Contract Administration progress payments shall be allocated to services as listed below and will be billed on a monthly basis.

2.0	Design Services	
2.2	Schematic Design	.00%
2.3	Design Development	1.00%
2.4	Construction Documents	2.50%
2.5	Construction Procurement Services	0.00%
2.6	Contract Administration Services	1.50%
**Total Compensation		= 5.00% x cost of work

When compensation is based on a percentage of the Cost of Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with Article 5 of AIA Document B201-2017 Standard Form of Agreement Between Owner and Architect.

#### **Article 6.2 – Reimbursable Expenses**

Reimbursable expenses are in addition to compensation for the Architects’ professional services and include expenses incurred by the Architect’s consultant directly related to the project as follows: 1. Transportation and authorized out-of-town travel and subsistence; 2. Fees paid for securing approval of authorities having jurisdiction over the project; 3. Printing and Reproduction

expenses; 4. Postage & Shipping. We assume a budget, not to exceed \$25,000 for reimbursable expenses. We will not exceed this amount without prior written approval.

### **Article 3.0 – Additional Services Compensation**

Compensation for Additional Services will be computed as noted below.

#### **3.1.1.6 – BIM Modeling**

The architect utilizes the latest in BIM modeling software. Three-dimensional modeling will be used for the design of this project and for presentations, renderings, and visualization of the new facility. BIM modeling will be utilized for the production of construction documents and coordination of the architect's engineers. A BIM model for construction is not required by the Construction Manager and is not required for the construction of this new facility and therefore is not part of this agreement and will not be provided for these projects. The architect's fee for BIM modeling is \$0.

#### **3.1.1.9 – Landscape Design**

The architect will provide landscape design documents based on the design of Fire Station No. 8. The cost of this work is included in the base fee.

#### **3.1.1.10 & 3.1.1.28 – Interior Design & FFE (Furniture, Fixtures, Equipment) Design**

~~The architect will select furnishing, décor, & fixtures as required by the owner. The architect will provide plans and specifications for these items for bidding and procurement by the City of Springdale. The fee for these services will be computed by multiplying the total cost of the furnishings, décor, and fixtures times 8.5%. Not required.~~

#### **3.1.1.21 – Telecommunications, Data, Communications**

The Architect's engineer will design the low voltage systems for telecommunications and data systems to match previous prototypical stations. This will not include design of the Head-In systems. These will be procured directly by the City of Springdale. The fee for these services will be included in Architect's fee.



### 3.1.1.30 – Site Adapt of Prototype

The Architect and Architect's engineers will modify the prototype as necessary for the given sites on an hourly fee basis.

#### **Hourly Rates**

Principal	\$240.00 per hour
Sr. Project Architect	\$195.00 per hour
Specification Writer	\$195.00 per hour
Director of Urban Design	\$195.00 per hour
Interior Architect	\$175.00 per hour
Architect III	\$175.00 per hour
Architect II	\$165.00 per hour
Project Manager/BIM	\$165.00 per hour
Interior Designer	\$155.00 per hour
Architect I	\$145.00 per hour
Administrative	\$ 80.00 per hour

## **Exhibit “B”**

### **Limitation of Liability**

1. If the owner does not engage the Architect to provide Services during the construction phase of the Project, then the Architect shall not be responsible for changes, if any, made by others in documents furnished by the Architect under the Agreement; for components of the Project, if any, for which Shop Drawings, Product Data or Samples are required; or for the failure of any construction contractor to construct the Project in accordance with documents furnished by the Architect; and for errors or omissions, if any, by the Architect which it is reasonable to assume would have been noticed and corrected by the Architect had the Architect been engaged to perform construction phase Services. The Owner hereby agrees to release, defend, and indemnify the Architect from and against all claims and liability arising out of or alleged to have arisen out of those matters which are stated in the foregoing sentence to be outside the Architect's responsibilities.
2. The Owner and the Architect intend that the Services in connection with the Project shall not subject the Architect's individual employees, officers, or directors to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained in the Agreement, the Owner agrees that, as the Owner's sole and exclusive remedy, all claims, demands and suits shall be directed and/or asserted only against the Architect, an Arkansas corporation, and not against any of the Architect's employees, officers, or directors.
3. The Owner and the Architect have discussed the Owner's risks, rewards and benefits associated with the Services and the Architect's risks and total compensation for Services. The Owner and the Architect have allocated the risks such that the Owner hereby agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner and all others for any and all injuries, claims, losses, costs, expenses, damages (including consequential damages), or claim expenses arising out of the Agreement or its breach, from any cause or causes shall not exceed the total amount paid under the Architect's professional liability insurance. Such causes include, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract, and breach of warranty.
4. The Owner agrees to defend, indemnify and hold the Architect harmless from all claims for liability in excess of the limits set forth in Paragraph 3, above, for injury or loss sustained or alleged by any person or entity, whether or not a party to the Agreement, and allegedly arising out of the Architect's performance of Services under the Agreement.
5. Since it would be unfair for the Architect to be exposed to liability for its failure to perform a service that the Owner had either refused to authorize or has instructed the Architect not to perform, the Owner hereby waives all claims against the Architect and agrees to defend, indemnify and hold the Architect harmless from claims or liability for injury or loss allegedly arising from the Architect's failure to perform a service that the Owner has either refused to authorize or has instructed the Architect not to perform.

## FEDERAL-AID PROJECT RESOLUTION

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

A RESOLUTION EXPRESSING THE WILLINGNESS OF  
THE CITY OF SPRINGDALE  
TO UTILIZE FEDERAL-AID FUNDS  
FOR THE FOLLOWING CITY PROJECT:

Trail Feasibility: Watkins Ave. — Cambridge St. & Gutensohn Rd. — S. Pleasant St.

WHEREAS, the Northwest Arkansas Regional Planning Commission has approved Federal-aid Carbon Reduction Program — Attributable funds for the project at the following Federal and City participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	City %
Projects that reach construction	Preliminary Engineering	80	20
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	80	20
Projects that never progress to construction	All Phases	-0-	100

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this City project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Doug Sprouse  
Mayor of Springdale

ATTEST: \_\_\_\_\_  
(SEAL)



ARKANSAS DEPARTMENT OF TRANSPORTATION

**ARDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director**

10324 Interstate 30 | P.O.Box 2261 | Little Rock, AR 72203-2261

Phone: 501.569.2000 | Voice/TTY 711 | Fax' 501.569.2400

May 31, 2023

The Honorable Doug Sprouse  
Mayor of Springdale  
201 Spring St.  
Springdale, AR 72764

Re: Trail Feasibility:  
Watkins Ave. — Cambridge St.  
& Gutensohn Rd. — S. Pleasant St.

Dear Mayor Sprouse:

Reference is made to the trail feasibility project, in the areas of Watkins Ave. to Cambridge St. and Gutensohn Rd. to S. Pleasant St., which was awarded Carbon Reduction Program funding by the Northwest Arkansas Regional Planning Commission.

In order to proceed with a Federal-aid project, your City Council must adopt a Resolution (sample enclosed) authorizing you to enter into any necessary agreements with the Department for the project. Then, you and your City Attorney must sign the enclosed Agreement of Understanding. Upon receipt of the Agreement, State and Federal-aid job numbers will be assigned and a copy of the executed Agreement of Understanding will be returned to you. When submitting the Agreement to the Department for execution, you will also need to complete Form LPA-005, Form LPA-018, and Form LPA- 019. All referenced Forms are available in digital format at [www.ardot.gov/LPA](http://www.ardot.gov/LPA).

If you have any questions, please contact Erika Simple in our Program Management Division at (501) 569-2481 or [Erika.Simple@ardot.nov](mailto:Erika.Simple@ardot.nov).

Sincerely,

Keli Wylie, P.E.  
Assistant Chief Engineer  
Program Delivery

Enclosures

c: Chief Engineer — Preconstruction  
Chief Engineer — Operations  
Assistant Chief Engineer — Planning  
Assistant Chief Engineer — Design  
Consultant Contracts  
Program Management  
Roadway Design  
Transportation Planning and Policy  
District 4  
Mr. Tim Conklin, Executive Director, NWA Regional Planning Commission



# **NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION**

131 1 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax - (479) 751 2150

<http://nwarpc.org>

**December 27, 2022**

**Mayor Doug Sprouse  
City of Springdale  
201 Spring Street  
Springdale, AR 72764**

**Re: Preliminary Engineering/Planning/Feasibility - Trail Projects  
Watkins Ave. to Cambridge St. and Gutensohn Rd. to S. Pleasant St.  
FFY 2022/2023 Carbon Reduction Program (CRP)  
Total NWARPC Federal Funds Awarded to Project: \$100,000**

**Dear Mayor Sprouse:**

**I am pleased to inform you that the preliminary engineering/planning/feasibility of two potential trail sections (Watkins Ave. to Cambridge St. and Gutensohn Rd. to S. Pleasant St.) Project was selected by the Northwest Arkansas Regional Planning Commission on December 7, 2022, for FFY 2022/2023 Carbon Reduction Program (CRP) funding. The CRP funds awarded are shown below:**

<b>CRP Funds</b>	<b>\$100,000 (80% Federal)</b>
<b>City</b>	<b>\$ 25,000 (20% Local Match)</b>
<b>Total</b>	<b>\$125,000</b>

**The CRP awards are contingent on eligibility determination by Arkansas Department of Transportation (ARDOT) and Federal Highway Administration (FHWA). CRP funding is subject to an obligation limitation and the total available funds may change after final FFY 2022/2023 funding is published.**

**These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2023. All required ARDOT submittals and required approvals for this project should be completed by August 15, 2023, in order to allow sufficient time to obligate the CRP funds for this project.**

**Please note that CRP projects "...must comply with applicable provisions in Title 23, such as project agreements, authorization to proceed prior to incurring costs, prevailing wage rates (Davis-Bacon), competitive bidding, and other contracting requirements, regardless of whether the projects are located within the right-of-way of a Federal-aid highway." Please let us know if you have any questions or need additional information regarding this program.**

**Sincerely,**

  
**akns**

**Director**

**Cc: Minghua Qiu Miller, ARDOT  
Carlos Meredith, ARDOT  
Chris Dillaha, ARDOT  
Mr. Sunny Farmahan, ARDOT  
Patsy Christie, Planning Director, Mike Peters, Active Transportation Coordinator** Page 74

## **RESOLUTION NO. XX-23**

### **A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO APPLY FOR STBGP-A FUNDING FOR CONSTRUCTION OF DON TYSON PARKWAY FROM GENE GEORGE BOULEVARD TO HIGHWAY 112**

**WHEREAS**, the Don Tyson Parkway project from Gene George Boulevard to Highway 112 has been designed; and

**WHEREAS**, All easements and rights-of-way are currently be acquired for the construction of this street; and

**WHEREAS**, \$4,500,000 of STBGP-A funding has already been awarded for construction of this project; and

**WHEREAS**, the estimated construction cost of \$11,900,000.00, the City intends to submit an application requesting the remaining 80% STBGP-A funding (\$5,020,000.00) and provide the required match of 20% (\$1,255,000.00):

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

**Section 1.** The city of Springdale is committed to the Don Tyson Parkway extension project and recognizes its regional significance.

**Section 2.** The required matching funds are committed in an amount not to exceed \$1,255,000.00

**PASSED AND APPROVED** this 27<sup>th</sup> day of June, 2023.

---

Doug Sprouse, Mayor

ATTEST:

---

Denise Pearce, City Clerk

APPROVED AS TO FORM:

---

Ernest B. Cate, City Attorney



## 2023 BOND PROJECT DESCRIPTIONS

PROJECT	DESCRIPTION
1 Elm Springs Road/40th Street Intersection Improvements	Improvements include adding an Eastbound right turn lane on Elm Springs and adding another Northbound left turn lane on 40th Street
2 Don Tyson Parkway/Highway 71 Intersection Improvements	Improvements include adding Eastbound and Westbound dedicated right turn lanes on Don Tyson Parkway
3 Huntsville Avenue/Thompson Street Intersection Improvements	Improvements include adding Eastbound and Westbound dedicated right turn lanes on Huntsville Avenue
4 Thompson Street/Robinson Avenue Intersection Improvements	Improvements include a new Eastbound through lane on Robinson from Pleasant to Thompson
5 Pleasant Street/Sunset Avenue Intersection Improvements	Improvements include pedestrian facilities (ped heads, ADA ramps, and crosswalks) on all legs of the intersection
6 Backus Street/Thompson Street Intersection Improvements	Improvements include extending the existing dual Eastbound left turn bays to a total of 200 feet of storage
7 Don Tyson Parkway/Old Missouri Road Intersection Improvements	Improvements include adding a Eastbound right turn lane on Don Tyson Parkway
1 Har-Ber Extension (40th to 48th)	This project consists of constructing about 0.5 miles of a 2-3 lane roadway section from 40th Street to 48th Street. This project will include a 5 foot sidewalk and 12 foot sidepath and a bridge across I-49 with signals at each end.
2 Don Tyson Parkway (Gene George to Highway 112)	This project consists of constructing 0.8 miles of Don Tyson Parkway from the existing Gene George roundabout to Highway 112. This project will include a 4 lane roadway section with a raised center median, a 10 foot sidepath, and 5 foot sidewalk.
3 Gene George Blvd. (Elm Springs Road to County Line Road)	This project consists of 1.3 miles of Gene George Boulevard from the Elm Springs roundabout to County Line Road. This project will include a 4 lane roadway with a raised center median, a 12 foot sidepath, and 5 foot sidewalk.
4 Shiloh Street Improvements (Maple Avenue to Huntsville Avenue)	This project consists of improving 0.5 miles of Shiloh Street from Maple Avenue to Huntsville Avenue. The project will add sidewalks, ADA ramps, pedestrian crossings, on street parking, streetlights, trees, benches, and other amenities.
5 County Line Road Extension (Lowell Road to 1/2 mile west of Thompson Street)	This project consists of about 0.75 miles of County Line Road improvements from Lowell Road to 0.5 miles west of Thompson Street. This project includes construction of a 3 lane section, a 12 foot sidepath, and 5 foot sidewalk. A traffic signal would be added at Thompson Street, and trail improvements would extend from the street sidepath to the Razorback Greenway.
6 Springdale Street Reconstructions (13 Locations)	This project consists of full depth reconstructions of the following Streets: Shipley Street (Porter to Quandt), Quandt Avenue (Thompson to Maple), Porter Avenue (Thompson to Turner), Highland Avenue (Thompson to Shipley), Raedel Avenue (Turner to Crutcher), Lutz Road (Butterfield Coach to City Limits), Julio Road (Butterfield Coach to Hylton), Dyer Street (Princeton to Sunset), Horseshoe Drive (Campbell to end of road), Taylor Avenue (Hinshaw to Elmdale), Birchwood Avenue (Greenbriar to end of road), Gibbs Road (Yeager to Nichols), and Robbins Road (Fair to city limits)
7 Albright Road (Butterfield Coach Road to Hylton Road)	This project consists of constructing 0.5 miles of Albright Road between Hylton and Butterfield Coach. Improvements include a 3 lane roadway with a 12 foot sidepatch and 5 foot sidewalk.
8 64th Street South (Watkins to Don Tyson)	This project consists of constructing 0.5 miles of 64th Street between Watkins and the future Don Tyson Parkway. Improvements include a 4 lane roadway section with a raised center median, 12 foot sidepath, and 5 foot sidewalk.
9 Dick Smith Street/Monitor Road Extension (Dick Smith Street to Ford Avenue)	This project consists of constructing 500 feet of Dick Smith Street between Rockburn Avenue and Ford Avenue. Improvements include a 2 lane roadway section with 5 foot sidewalks on both sides of the street.
10 Sunset Avenue Extension and Powell Street Improvements (Holcomb Street to Robinson Avenue)	This project consists of extending Sunset Avenue 0.4 miles from Holcomb Street to Powell Street. The extension would also include 0.6 miles of improvements on Powell Street from Sunset Avenue to Aspenridge Drive. Improvements include a 3 lane roadway with 12 foot sidepath and 5 foot sidewalk.
1 Dean's Trail Phase 3B (Don Tyson Parkway to Lake Fayetteville)	This project consists of extending Dean's Trail 0.65 miles from the terminus at Don Tyson Parkway to the Lake Fayetteville Trail. Improvements include a 12 foot trail and a bridge over Highway 265.
2 Smart School Connections (Various locations)	This project includes \$500k in sidewalk connections from neighborhoods to schools in various locations throughout Springdale
1 East Emma Avenue Streetscape (Park Street to Old Missouri)	This project consists of 0.45 miles of streetscape improvements from Park Street to Old Missouri Road. Improvements include wide sidewalks, ADA ramps, pedestrian crossings, on street parking, streetlights, trees, benches, and other amenities.
2 Meadow Avenue Safe Streets (Thompson to Commercial)	This project consists of 0.5 miles of safe street improvements for Meadow Avenue from Thompson Street to Commercial Street. Improvements include a thin overlay, on street parking, crosswalks, and sidepaths.
11 Apple Blossom Avenue (Goad Springs Road to Highway 71)*	This project consists of widening 1 mile of West Apple Blossom Avenue from Thompson to Goad Springs Road. Improvements would include a 4 lane roadway with a raised median, 10 foot sidepath, 5 foot sidewalk, and a new traffic signal at Dixieland Street.
2 Pride of Springdale Trail Improvements (Emma and Pleasant to Gutensohn and Huntsville; Har-Ber from 48th to Gene George)	This project consists of providing 1.25 miles of bike facilities from Maple Avenue and Pleasant Street to Emma Avenue and Gutensohn Road. This project also includes 0.5 miles of bike facilities from 48th Street and Har-Ber Avenue to Gene George Boulevard and Har-Ber Avenue.
12 American Street Extension (Hembree to American)	This project consists of constructing 0.1 miles of American Street from Morlan Avenue to the Tyson corporate office parking lot. Improvements would include a 2 lane roadway with a 10 foot sidepath and a 5 foot sidewalk.
3 Pleasant Street Safe Street (Watson to Emma)	This project consists of 0.5 miles of safe street improvements for Pleasant Street from Watson Drive to Emma Avenue. Improvements include a thin asphalt overlay, on street bike lanes, and crosswalks.

13	County Line Road Improvements (Gene George Blvd. to Shaw Park) **	This project consists of 1 mile of County Line Road improvements from the Gene George roundabout to Shaw Park. Improvements include a 3 lane road section with a 12 foot sidepath on the north side of the road.
6	Falcon Area Trail Improvements (Falcon from 40th to JB Hunt Park; Gutensohn from Falcon to Huntsville)	This project consists of 1 mile of bike facilities from Falcon Road and 40th Street to J.B. Hunt Park. This project also includes 0.9 miles of bike facilities from Falcon Road and Silent Grove Road to Huntsville Avenue and Gutensohn Road.
14	Gene George Blvd. South Phase 2 (End of Road to New Hope Road)	This project consists of 0.75 miles of Gene George Boulevard improvements from the current end of road to the New Hope Road roundabout and New Hope Road improvements from Gene George to the 56th Street Intersection. This project includes a 4 lane roadway with a raised median, a 10 foot sidepath and 5 foot sidewalk for Gene George, and a 3 lane road with 5 foot sidewalks for New Hope.
15	40th Street Improvements (Wagon Wheel Road to Spring Creek)	This project consists of 0.7 miles of 40th Street improvements from Wagon Wheel Road to Spring Creek. Improvements include a 3 lane roadway with 10 foot sidepath and 5 foot sidewalk. The new alignment will remove the sharp S curves from the existing road.
5	Fitzgerald Trail Improvements (Emma and Old Missouri to Gray Drive and Huntsville)	This project consists of 0.5 miles of trail from Dean's Trail at Emma Avenue and Old Missouri Road to the end of trail at Huntsville Avenue and Gray Drive.
16	Gene George Blvd. South Phase 3 (New Hope Road to Johnson Mill Blvd.)***	This project consists of 0.4 miles of Gene George Boulevard improvements from the New Hope Road roundabout to Johnson Mill Boulevard. This project includes a 4 lane roadway with a raised median, a 10 foot sidepath, and 5 foot sidewalk.
3	Watkins/Chapman/West End Trail Improvements (Watkins and 48th to Pleasant and Watson)	This project consists of 3.5 miles of bike facilities from Watkins Avenue and 48th Street to Pleasant Street and Watson Drive.
4	Johnson Avenue Safe Street (Thompson to Commercial)	This project consists of 0.55 miles of safe street improvements for Johnson Avenue from Thompson Street to Commercial Street. Improvements include a thin overlay, on street parking, crosswalks, and new sidewalks.
7	Backus Trail Improvements (Backus and 40th to Greenway/Thompson crossing)	This project consists of 1.3 miles of bike facilities from Backus Avenue and Gutensohn Road to the Razorback Greenway crossing under Thompson Street.
5	Commercial Street Safe Street (Johnson to Meadow)	This project consists of 0.15 miles of safe street improvements for Commercial Street from Meadow Avenue to Johnson Avenue. Improvements include a thin overlay, on street parking, and crosswalks.
6	Main Street Safe Street (Johnson to Grove)	This project consists of 0.25 miles of safe street improvements for Main Street from Grove Avenue to Johnson Avenue. Improvements include a thin overlay, on street parking, and crosswalks.
17	Don Tyson Parkway East (Habberton Road to End of Road)	This project consists of widening 0.4 miles of Don Tyson Parkway from the Habberton Road roundabout to the end of road. Improvements include a 4 lane roadway with a raised median, 8 foot sidepath, and 5 foot sidewalk.

2023 BOND PROJECTS - STAFF RECOMMENDATIONS

	PROJECT	DESIGN	ROW ACQUISITION	UTILITY RELOCATION	CONSTRUCTION	PROJECT TOTAL	CUMULATIVE TOTAL
1	Elm Springs Road/40th Street Intersection Improvements	\$370,000.00	\$120,000.00	\$150,000.00	\$2,210,000.00	\$2,850,000.00	\$2,850,000.00
2	Don Tyson Parkway/Highway 71 Intersection Improvements	\$300,000.00	\$70,000.00	\$150,000.00	\$150,000.00	\$670,000.00	\$3,520,000.00
3	Huntsville Avenue/Thompson Street Intersection Improvements	\$300,000.00	\$70,000.00	\$100,000.00	\$1,500,000.00	\$1,970,000.00	\$5,490,000.00
4	Thompson Street/Robinson Avenue Intersection Improvements	\$380,000.00	\$130,000.00	\$70,000.00	\$2,310,000.00	\$2,890,000.00	\$8,380,000.00
5	Pleasant Street/Sunset Avenue Intersection Improvements	\$70,000.00	\$20,000.00		\$130,000.00	\$220,000.00	\$8,600,000.00
6	Backus Street/Thompson Street Intersection Improvements	\$210,000.00	\$40,000.00	\$50,000.00	\$1,020,000.00	\$1,320,000.00	\$9,920,000.00
7	Don Tyson Parkway/Old Missouri Road Intersection Improvements	\$230,000.00	\$40,000.00	\$70,000.00	\$850,000.00	\$1,190,000.00	\$11,110,000.00
1	Har-Ber Extension (40th to 48th)				\$15,000,000.00	\$15,000,000.00	\$26,110,000.00
2	Don Tyson Parkway (Gene George to Highway 112)		\$1,000,000.00	\$200,000.00	\$9,270,000.00	\$10,470,000.00	\$36,580,000.00
3	Gene George Blvd. (Elm Springs Road to County Line Road)		\$2,800,000.00	\$900,000.00	\$15,000,000.00	\$18,700,000.00	\$55,280,000.00
4	Shiloh Street Improvements (Maple Avenue to Huntsville Avenue)	\$240,000.00	\$1,070,000.00	\$200,000.00	\$1,240,000.00	\$2,750,000.00	\$58,030,000.00
5	County Line Road Extension (Lowell Road to 1/2 mile west of Thompson Street)	\$750,000.00	\$1,360,000.00	\$560,000.00	\$6,500,000.00	\$9,170,000.00	\$67,200,000.00
6	Springdale Street Reconstructions (13 Locations)	\$300,000.00			\$4,000,000.00	\$4,300,000.00	\$71,500,000.00
7	Albright Road (Butterfield Coach Road to Hylton Road)	\$505,000.00	\$1,005,000.00	\$105,000.00	\$3,590,000.00	\$5,205,000.00	\$76,705,000.00
8	64th Street South (Watkins to Don Tyson)		\$600,000.00	\$200,000.00	\$5,400,000.00	\$6,200,000.00	\$82,905,000.00
9	Dick Smith Street/Monitor Road Extension (Dick Smith Street to Ford Avenue)	\$250,000.00	\$235,000.00	\$100,000.00	\$1,290,000.00	\$1,875,000.00	\$84,780,000.00
10	Sunset Avenue Extension and Powell Street Improvements (Holcomb Street to Robinson Avenue)	\$1,020,000.00	\$2,140,000.00	\$900,000.00	\$7,240,000.00	\$11,300,000.00	\$96,080,000.00
1	Dean's Trail Phase 3B (Don Tyson Parkway to Lake Fayetteville)		\$100,000.00	\$200,000.00	\$5,606,000.00	\$5,906,000.00	\$101,986,000.00
2	Smart School Connections (Various locations)	\$50,000.00	\$100,000.00		\$500,000.00	\$650,000.00	\$102,636,000.00
1	East Emma Avenue Streetscape (Park Street to Old Missouri)	\$250,000.00		\$100,000.00	\$3,000,000.00	\$3,350,000.00	\$105,986,000.00
2	Meadow Avenue Safe Streets (Thompson to Commercial)	\$120,000.00			\$988,000.00	\$1,108,000.00	\$107,094,000.00

- Street Intersections - \$11,110,000 (10.4%)
- Street Improvements - \$80,670,000 (75.3%)
- Street Reconstructions - \$4,300,000 (4.0%)
- Trails - \$6,556,000 (6.1%)
- Safe Streets - \$4,458,000 (4.2%)

(ALL DOLLAR VALUES ARE ESTIMATES. ACTUAL AMOUNTS FOR EACH PROJECT ARE SUBJECT TO CHANGE)

Since these estimates are very preliminary in nature, we have factored in a 20% contingency from the full 135 million dollar advertized bond yield. As we get solid numbers going forward, we can add projects as funds become available. The full bond yield is also variable, so we have kept the project cap at \$107 million. We feel like in the 3rd quarter of 2024, as project costs become known and we realize the bond yield, we will review the project list and add projects to this bond.

## OTHER 2023 BOND PROJECT LIST

	PROJECT	DESIGN	ROW ACQUISITION	UTILITY RELOCATION	CONSTRUCTION	PROJECT TOTAL	CUMULATIVE TOTAL
11	Apple Blossom Avenue (Goad Springs Road to Highway 71)*	\$840,000.00	\$1,410,000.00	\$185,000.00	\$6,000,000.00	\$8,435,000.00	\$8,435,000.00
2	Pride of Springdale Trail Improvements (Emma and Pleasant to Gutensohn and Huntsville; Har-Ber from 48th to Gene George)	\$300,000.00	\$250,000.00	\$200,000.00	\$2,500,000.00	\$3,250,000.00	\$11,685,000.00
12	American Street Extension (Hembree to American)	\$200,000.00	\$500,000.00	\$100,000.00	\$1,500,000.00	\$2,300,000.00	\$13,985,000.00
3	Pleasant Street Safe Street (Watson to Emma)	\$50,000.00			\$242,000.00	\$292,000.00	\$14,277,000.00
13	County Line Road Improvements (Gene George Blvd. to Shaw Park) **		\$880,000.00	\$360,000.00	\$5,520,000.00	\$6,760,000.00	\$21,037,000.00
6	Falcon Area Trail Improvements (Falcon from 40th to JB Hunt Park; Gutensohn from Falcon to Huntsville)	\$150,000.00	\$200,000.00	\$150,000.00	\$2,700,000.00	\$3,200,000.00	\$24,237,000.00
14	Gene George Blvd. South Phase 2 (End of Road to New Hope Road)				\$8,788,000.00	\$8,788,000.00	\$33,025,000.00
15	40th Street Improvements (Wagon Wheel Road to Spring Creek)	\$1,170,000.00	\$1,210,000.00	\$460,000.00	\$8,330,000.00	\$11,170,000.00	\$44,195,000.00
5	Fitzgerald Trail Improvements (Emma and Old Missouri to Gray Drive and Huntsville)	\$200,000.00	\$100,000.00	\$80,000.00	\$1,000,000.00	\$1,380,000.00	\$45,575,000.00
16	Gene George Blvd. South Phase 3 (New Hope Road to Johnson Mill Blvd.)***				\$1,796,000.00	\$1,796,000.00	\$47,371,000.00
3	Watkins/Chapman/West End Trail Improvements (Watkins and 48th to Pleasant and Watson)	\$250,000.00	\$300,000.00	\$200,000.00	\$6,860,000.00	\$7,610,000.00	\$54,981,000.00
4	Johnson Avenue Safe Street (Thompson to Commercial)	\$60,000.00			\$570,000.00	\$630,000.00	\$55,611,000.00
7	Backus Trail Improvements (Backus and 40th to Greenway/Thompson crossing)	\$200,000.00	\$200,000.00	\$100,000.00	\$2,740,000.00	\$3,240,000.00	\$58,851,000.00
5	Commercial Street Safe Street (Johnson to Meadow)	\$15,000.00			\$41,000.00	\$56,000.00	\$58,907,000.00
6	Main Street Safe Street (Johnson to Grove)	\$40,000.00			\$132,000.00	\$172,000.00	\$59,079,000.00
17	Don Tyson Parkway East (Habberton Road to End of Road)	\$100,000.00	\$120,000.00	\$100,000.00	\$2,000,000.00	\$2,320,000.00	\$61,399,000.00

As we get solid numbers going forward, we can add projects as funds become available. We feel like in the 3rd quarter of 2024, as project costs become known and we realize the bond yield, we will review the project list and add projects to this bond.

\*Depending on Lowell funding

\*\*Depending on Elm Springs funding

\*\*\*Depending on Johnson funding



### Legend

-  Street Improvements
-  Street Reconstructions
-  Intersection Improvements
-  Trail Improvements
-  Safe Street Improvements

### 2023 Springdale Transportation Bond Projects Staff Recommendations

1. Elm Springs Road/40th Street Intersection Improvements

2. Don Tyson Parkway/Highway 71 Intersection Improvements

3. Huntsville Avenue/Thompson Street Intersection Improvements

4. Thompson Street/Robinson Avenue Intersection Improvements

5. Pleasant Street/Sunset Avenue Intersection Improvements

6. Backus Street/Thompson Street Intersection Improvements

7. Don Tyson Parkway/Old Missouri Road Intersection Improvements

1. Har-Ber Extension (40th to 48th)

2. Don Tyson Parkway (Gene George to Highway 112)

3. Gene George Blvd. (Elm Springs Road to County Line Road)

4. Shiloh Street Improvements (Maple Avenue to Huntsville Avenue)

5. County Line Road Extension (Lowell Road to 1/2 mile west of Thompson Street)

6. Springdale Street Reconstructions (13 Locations)

7. Albright Road (George Anderson Road to Hylton Road)

8. 64th Street South (Watkins to Don Tyson)

9. Dick Smith Street/Monitor Road Extension (Dick Smith Street to Ford Avenue)

10. Sunset Avenue and Powell Street Improvements (Holcomb St to Robinson Ave)

1. Dean's Trail Phase 3B (Don Tyson Parkway to Lake Fayetteville)

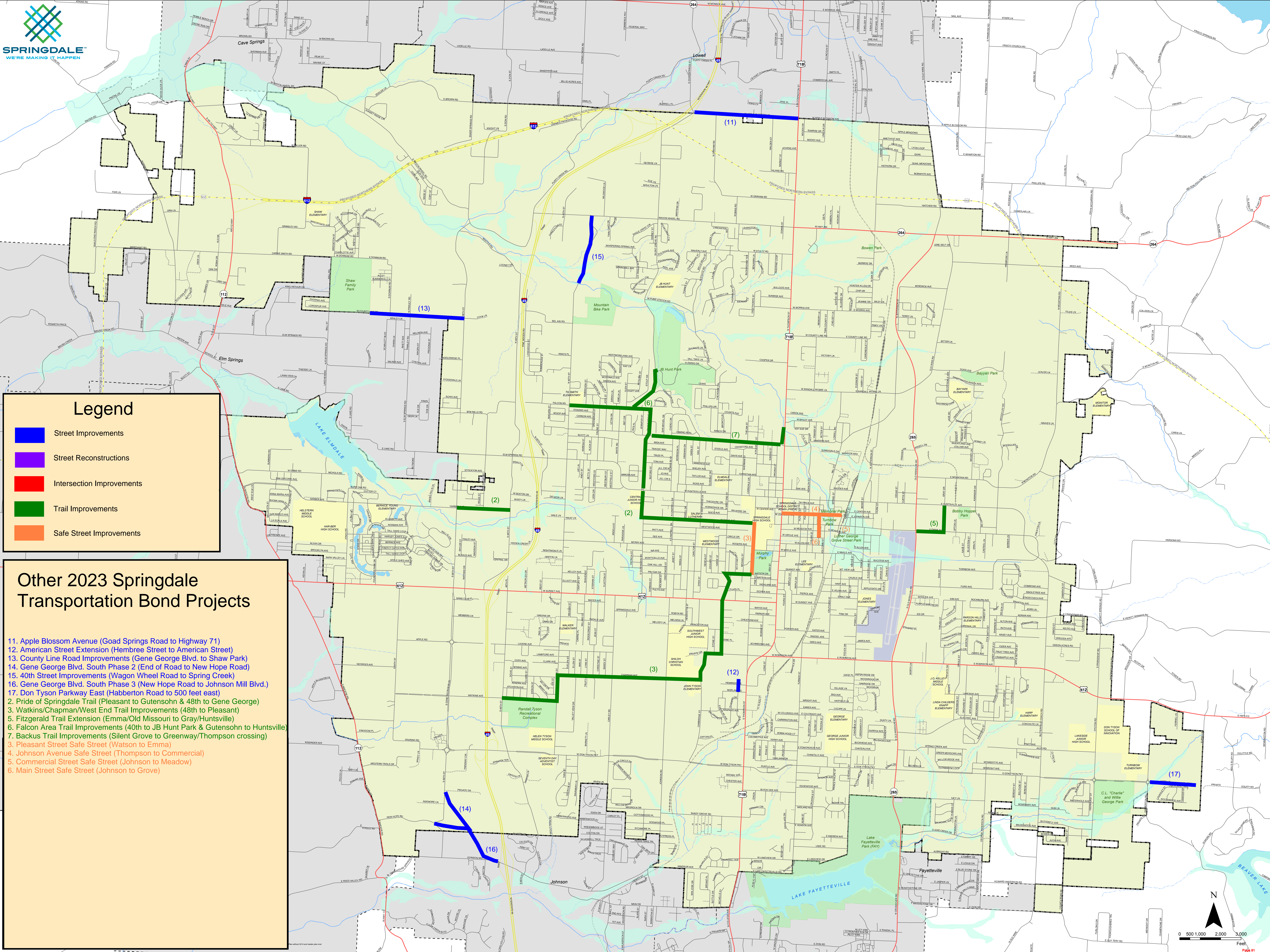
2. Smart School Connections (Various Locations)

1. East Emma Avenue Streetscape (Park to Old Missouri)

2. Meadow Avenue Safe Streets (Thompson to Commercial)

0 500 1,000 2,000 3,000 Feet  
Page 80





### Legend

- Street Improvements
- Street Reconstructions
- Intersection Improvements
- Trail Improvements
- Safe Street Improvements

### Other 2023 Springdale Transportation Bond Projects

- 11. Apple Blossom Avenue (Goad Springs Road to Highway 71)
- 12. American Street Extension (Hembree Street to American Street)
- 13. County Line Road Improvements (Gene George Blvd. to Shaw Park)
- 14. Gene George Blvd. South Phase 2 (End of Road to New Hope Road)
- 15. 40th Street Improvements (Wagon Wheel Road to Spring Creek)
- 16. Gene George Blvd. South Phase 3 (New Hope Road to Johnson Mill Blvd.)
- 17. Don Tyson Parkway East (Habberton Road to 500 feet east)
- 2. Pride of Springdale Trail (Pleasant to Gutensohn & 48th to Gene George)
- 3. Watkins/Chapman/West End Trail Improvements (48th to Pleasant)
- 5. Fitzgerald Trail Extension (Emma/Old Missouri to Gray/Huntsville)
- 6. Falcon Area Trail Improvements (40th to JB Hunt Park & Gutensohn to Huntsville)
- 7. Backus Trail Improvements (Silent Grove to Greenway/Thompson crossing)
- 3. Pleasant Street Safe Street (Watson to Emma)
- 4. Johnson Avenue Safe Street (Thompson to Commercial)
- 5. Commercial Street Safe Street (Johnson to Meadow)
- 6. Main Street Safe Street (Johnson to Grove)