

**CITY OF SPRINGDALE**  
**Committee Agenda**  
**Monday, October 16<sup>th</sup>, 2023**  
**City Council Chambers (2<sup>nd</sup> Floor)**  
**201 Spring Street, Springdale, AR 72764**  
**Meetings begin at 5:30p.m.**

**Committee of the Whole**

1. **A Discussion** of the “event permit” process for Downtown Springdale Alliance.  
*Jill Dabbs with Downtown Springdale Alliance to attend to answer questions that may arise.*

**Finance Committee by Chairwoman Amelia Williams**

2. **A Resolution** authorizing the execution of an Engineering Services Contract for site design of the Springdale Senior Center (2023 Bond Project No. 23BSC1).  
Presented by Ben Peters, Engineering Director. Pgs. 1-12
3. **A Resolution** authorizing the execution of a contract for Architect Services for the Springdale Public Library. Presented by Anne Gresham, Library Director.  
Pgs. 13-34

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

4. **A Resolution** authorizing the execution of a contract for lighting; to waive competitive bidding, and for other purposes (2023 Bond Project No. 23BPP2).  
Presented by Colby Fulfer, Chief of Staff. Pgs. 35-84

**Police and Fire Committee by Chairman Brian Powell**

5. **A Resolution** to waive competitive bidding and to purchase a fire truck and related equipment (2023 Bond Project No. 23BPF2). Presented by Colby Fulfer, Chief of Staff. Pgs. 85-90

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
AN ENGINEERING SERVICES CONTRACT FOR SITE  
DESIGN OF THE SPRINGDALE SENIOR CENTER  
(PROJECT NO. 23BSC1)**

**WHEREAS,** The City of Springdale is planning to construct a new senior center; and

**WHEREAS,** using the procurement procedures required by State Law, the program management team has selected Earthplan Design Alternatives as the most qualified firm; and

**WHEREAS,** a contract has been negotiated for design of this project for a fee not to exceed \$39,450 for basic services and reimbursable expenses, and

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

The Mayor and City Clerk are hereby authorized to execute an engineering services contract with Earthplan Design Alternatives for site design for the Springdale Senior Center. Funds will be paid from the 2023 Senior Center Bond Fund (Project No. 23BSC1).

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

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

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 25, 2023 ("Effective Date") between **CITY OF SPRINGDALE, ARKANSAS** ("Owner") and **EARTHPLAN DESIGN ALTERNATIVES** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement is a part, is generally identified as follows: **SPRINGDALE SR. CENTER** ("Project") (EDA Job #2495).

Engineer's services under this Agreement are generally identified as follows:

**I. PROJECT DESCRIPTION:**

The project is located in Springdale, Arkansas (parcel #s 815-28445-001, 815-28445-000, 815-28446-000, 815-28444-000, 815-28449-000, 815-28450-000). Road access is off E Emma Ave to the north. E Meadow Ave/ Baggett St are to the west. The Owner wishes to construct a Senior Center on this property. The total acreage is approximately 1.90 acres.

**II. SCOPE OF SERVICES:**

In general, the scope of services shall include the necessary drawings and support data for the City's Review process as follows:

SECTION 1: Boundary and Topographic Survey (by others, subcontracted)  
SECTION 2: Large Scale Development Plans and Construction Plans  
SECTION 3: Construction Administration & Close-Out

More specifically, the services to be provided shall meet the following guidelines:

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**SECTION 1: Boundary and Topographic Survey (by others, subcontracted):**

To be provided will be a boundary and topographic survey for the above referenced parcel meeting Arkansas Minimum Standards of Practice for Property Boundary Surveys and Plats on the subject property. Any easement(s) wished to be shown shall be provided to the surveyor by the client (the abstractor's Title Commitment 'Section B-II Exceptions' will show all easements affecting the property which are recorded). If given a copy of the exceptions section in the title commitment, the Surveyor will show those easements on the Survey.

**Section 1 Total Reimbursable: ..... \$4,950.00**

**SECTION 2: Large Scale Development Plans and Construction Plans**

- **Concept Design –**
  - Work with City and architect concerning the site's design.
- **Plans & Application–**
  - **Pre-Application Conference-** submit enough information to the City to start a dialogue about the project.

- **Development Plans-** Submit a plan set with sufficient detail to allow all agencies to review and comment in regard to all elements of the development. The plans shall show existing and proposed elements, all critical dimensions and other relevant provisions of City of Springdale's code. Support information will be provided as required to meet the City's plan requirements.
- **Utility Plan-** A Utility Plan will be prepared that will identify utility connections as needed. Plans will be reviewed with City of Springdale, the Water Utility, and with other affected area utility companies. EDA assumes existing utility connections are adequate to serve the building needs. A fire line extension will be designed.
- **Grading and Drainage Design** - Prepare a Grading and Drainage Plan, showing proposed and existing contour information, proposed structures, finished floor elevations, retaining walls, spot elevations, drainage structures, parking areas, driveways, sidewalks, and erosion control requirements.
- **Storm Water Study** - Conduct a hydrologic study and prepare a preliminary drainage report of the area to determine the amount of storm water run-off which will be generated by the development. Evaluate drainage options, including detention and Low Impact Development methods, and how to economically convey the storm water from the site in accordance with the City ordinances and good engineering practices.
- **Landscape plan**— EDA will provide a landscape plan according to the minimum landscape requirements of the City of Springdale. Landscaping greater than the minimum requirements can be provided but is not included in this proposal cost. *Please note that EDA utilizes mostly Washington-County native plants in our designs.*
- **SWPPP - Stormwater Pollution Prevention Plan** — provide a SWPPP as required by ADEQ for a Construction Permit. Builder is to provide Notice of Intent (NOI).
- **Submittals and Meetings**
  - **Documents** — EDA will complete and submit all required applications and public notifications as required by City of Springdale for review of Site Plan/Large Scale Development plans.
  - **Meetings** — EDA will attend preliminary meetings with City of Springdale's staff and will attend the standard review meetings including one Technical Advisory Committee and one Planning Commission meeting.
- **Construction Plans:**

Upon approval of the Development Plan, EDA will proceed with final construction plans for the City of Springdale's final approval.

  - Prepare final water plans with details and construction specifications for submittal to Springdale Water.
  - Prepare final sanitary sewer plans with details and construction specifications for submittal to Springdale Water.
  - Prepare final drainage, storm sewer and street design for review City of Springdale.

**Section 2 Total Hourly Not to Exceed: ..... \$ 24,000.00**

### **SECTION 3: Construction Administration & Close-Out**

- **Construction Administration**

The scope will include preparation of construction documents:

  1. Prepare quantity takeoff for bidding.
  2. Preparation of contract documents and specifications.
  3. Bidding Process and Bid Tabulation.

4. Aid owner in selection of Contractor.
  5. Certify pay requests.
  6. Contract Administration.
  7. Respond to questions after final construction plans have been issued.
- Construction Administration Hourly Not to Exceed .....\$ 4,000.00

- **Inspections**

EDA will provide the minimum observation of construction as required by the Arkansas Department of Health, the City of Springdale, and Springdale Water. Reinspections, if necessary, might incur additional costs.

Inspections Hourly Not to Exceed .....\$ 3,000.00

- **Close Out**

1. Attend one Final Inspection with the City and prepare a punch list of items the contractor is to address. *If additional Final Inspections are required, those visits will be invoiced hourly.*
2. Prepare and review any certification letters or bond documents required by the City.
3. Prepare required drainage and utility record drawing documentation as required by the City of Springdale. Detention pond record drawings will constitute one topographic survey of the detention area to determine if detention was constructed to grade. Additional fees will apply if follow-up topographic surveys are required due to grades not meeting design.

Close Out Hourly Not to Exceed .....\$ 3,500.00

**Section 3 Total Hourly Not to Exceed ..... \$ 10,500.00**

**TOTAL: SECTION 1 REIMBURSABLE + SECTIONS 1 & 2 HOURLY NOT TO EXCEED ..... \$39,450.00**

**OWNER TO PROVIDE THE FOLLOWING:**

1. View Appendix 1 for a list of out of contract items.
2. View Appendix 2 for the work area.
3. Owner to verify or obtain all necessary easements, rights-of-way, and agreements for construction. *Abstractor's Title Commitment 'Section B-II Exceptions' (should show all filed easements affecting the property) is strongly recommended.*
4. Architectural elevations meeting Springdale's requirements.
5. Architectural building footprints in AutoCAD format from the project's architect.
6. Rezoning (to be handled by City).

**CHANGES IN SCOPE OF SERVICES:**

1. Any change in site design after detailed plans are started will result in additional fees to the owner.
2. Any service deleted from this proposal by the Owner will become the responsibility of the Owner.

Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services"); prices for said additional services will be in addition to the Total amount of this contract.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

**2.02 Basis of Payment—Total Reimbursable and Hourly Not to Exceed**

- A. Owner shall pay Engineer for Services as follows:
  - 1. A Total Reimbursable and Hourly Not to Exceed amount of **\$ 39,450.00** as agreed-upon with signature in this proposal.
  - 2. In addition to the Total Reimbursable and Hourly Not to Exceed amount, reimbursement for the expenses listed on Appendix 1, if incurred.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

**2.03 Additional Services:** For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

**3.01 Termination**

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
  - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or



procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for



consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.


#### 7.01 Definitions

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:* Appendix 1, Engineer's Standard Hourly Rates, Additional Services, and Reimbursable Expenses, and Appendix 2, Surveyor Work Area.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is **9/25/23**, EDA job # **2495**.

Owner: _____
Print name: _____
Title: _____
Date Signed: _____
Address for Owner's receipt of notices: _____
_____
_____
Email: _____
Phone No: _____
_____

Engineer:  James Geurtz, PE
Title: Principal, PE, CFM
Date Signed: 9/25/23
Engineer License No.: 15162 AR
Address for Engineer's receipt of notices: 134 W. Emma Ave. Springdale, AR 72756 Phone: 1-479-756-1266

*This is **Appendix 1, Engineer's Standard Hourly Rates, Additional Services, and Reimbursable Expenses** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated 9/25/23 for EDA project # 2495.*

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Principal – Civil Engineer	160
Engineer – V	140
Engineer – IV	110
Engineer – III B	100
Engineer - IIIA	95
Engineer - II	85
Engineer - I	75
Civil Designer – V	130
Civil Designer - IV	100
Civil Designer - III	80
Landscape Architect – V	140
Landscape Architect – IV	90
Landscape Architect – III	80
Construction Observer	90
Clerical II	40
Clerical 1	30

C. *Additional Services and Reimbursable Expenses (Services Out of Contract-unless otherwise described in this contract):*

1. All large (24"x36") black and white line drawing plots will be invoiced at a cost of \$5.00 per plot. All large (24"x36") full color plots will be invoiced at \$25.00 per plot.
2. Format copies will be invoiced as follows: Black & White: 8 1/2x11 \$0.05 ea., 11x17 - \$.10 ea., Color: 8 1/2x11 - \$.25 ea., 11x17 - \$.50 ea.
3. City, County, State, Federal, and/or Municipality review, permitting, & filing fees; certified mailing fees.
4. Utility Locate fees (including Arkansas One Call and fees charged by various Municipalities).
5. Off-site trail design.
6. FEMA Flood Studies, Corps of Engineers or environmental permits.
7. Irrigation design.
8. Green Roof Design.
9. Retaining Wall Design.
10. Title search for easements or adjacent property owners.
11. Easement Documents, Easement Plats, or Easement Abandonment.

12. Water or Sanitary Sewer Capacity Studies.
13. GPS file conversion.
14. Construction staking.
15. Traffic Studies, Structural Engineering.
16. Offsite Engineering or Surveying.
17. Variances and Waivers.
18. Conditional Use Permits or Rezonings (unless otherwise noted).
19. ALTA Surveys.
20. Topographic surveying for Record drawings (unless otherwise noted).
21. Construction bidding process or contract administration.
22. Septic Design.
23. Ground Penetrating Radar locates.
24. Additional Geotechnical Services including Geotechnical Engineering.
25. Sewer or Water main line extensions (unless otherwise noted).
26. Landscape Design work (other than the City's minimum landscape requirements and/or as stipulated in this contract document).
27. Property Line Adjustments or Lot Splits (unless otherwise noted).
28. Presentation Drawings
29. Hardscape Design (seat walls, signage, fire pits, waterfalls, pools, retaining walls, signage, etc)
30. Paving design for patios
31. Detailed furnishing selection
32. Photometric Plans (unless otherwise noted)

This is **Appendix 2, Survey Work Area** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated 9/25/23 for EDA project # 2495.

**EDA JOB # 2495**

815-28445-001, 815-28445-000,  
815-28446-000, 815-28444-000,  
815-28449-000, 815-28450-000.

In City of Springdale

~1.90 acres

*\*Note that this property looks different than in this image, as some construction has already occurred on this site.*

Need price for survey and topo in area outlined in magenta:

- Boundary survey
- 1' contours
  - out 25' from boundary within this area
  - To rd CL on E Emma Ave and Baggett St.
- Pick up:
  - All observable site elements including any utilities
  - Rim and invert of sanitary sewer to north along Emma Ave
- Gas:
  - Do one-call for gas, as there might be a line paralleling Emma Ave on south side (see the conceptual plan on following pg by others which shows a gas line).



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

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

**WHEREAS**, the Springdale Public Library serves numerous residents of the City of Springdale, and

**WHEREAS**, the Library is in need of expansion and remodeled bathrooms, and

**WHEREAS**, Hight Jackson Associates PA has been selected as the architectural firm for this project, and

**WHEREAS**, the contract is in the amount of \$111,997.48 which is 7% of the estimated construction costs,

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

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

**Section 2.** The Mayor and City Clerk are hereby authorized to execute an architecture services contract with Hight Jackson Associates PA for the Springdale Public Library.

**PASSED AND APPROVED** this 24<sup>th</sup> day of October, 2023.

ATTEST:

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

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

APPROVED AS TO FORM:

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



# AIA<sup>®</sup> Document B133<sup>®</sup> – 2019

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

**AGREEMENT** made as of the Fourth day of October 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, AR  
201 Spring Street  
Springdale, AR 72764

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

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

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

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

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

To be determined

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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



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### ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

The program consists of a multi-purpose room, storage space, restrooms, and a physical tie-in to existing adjacent spaces. An entry directly off the parking lot is also provided to access the space. This program also includes renovations to the main existing restrooms at the library entry and restroom in the Children's Library.

§ 1.1.2 The Project's physical characteristics:

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

The project is an approximately 3,000 square foot addition to the northwest corner of the existing Springdale Public Library. The addition is a multi-purpose room with support space and a physical tie-in to the existing building. Minimal site improvements directly to exterior of new construction. The restroom renovation is approximately 1000 square feet.

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

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

Estimated budget is One Million, Five Hundred Ninety-nine Thousand, Nine Hundred Sixty-four dollars (\$1,599,964.00),

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

.1 Design phase milestone dates, if any:

Init.

To be determined by project schedule.

.2 Construction commencement date:

To be determined by project schedule.

.3 Substantial Completion date or dates:

To be determined by project schedule.

.4 Other milestone dates:

To be determined by project schedule.

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

- [ X ] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

N/A

(Paragraphs deleted)

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

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

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

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

None at this time,

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

.1 Construction Manager:

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

To be determined

.2 Land Surveyor:

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

.3 Geotechnical Engineer:

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

.4 Civil Engineer:

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

.5 Other consultants and contractors:

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

N/A

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

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

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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

.2 Mechanical Engineer:

HSA Engineering Consulting Services, Inc.  
7405 Ellis Street  
Fort Smith, AR 72916

Init.

**.3 Electrical Engineer:**

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

**.4 Acoustical Engineer:**

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

**§ 1.1.12.2 Consultants retained under Supplemental Services:**

N/A

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

N/A

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

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

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

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

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

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

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

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

Init.

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

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

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

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

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

§ 2.6.4 Workers' Compensation at statutory limits.

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

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

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

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

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include

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design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

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

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

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

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

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

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

*(Paragraphs deleted)*

### § 3.4 Design Development Phase Services

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

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



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

### § 3.5 Construction Documents Phase Services

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

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

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

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

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

### § 3.6 Construction Phase Services

#### § 3.6.1 General

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

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

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.



### **§ 3.6.2 Evaluations of the Work**

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

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

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

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

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

### **§ 3.6.3 Certificates for Payment to Construction Manager**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

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

### **§ 3.6.4 Submittals**

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

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

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

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

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

### § 3.6.5 Changes in the Work

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

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

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

##### § 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, or Guaranteed Maximum Price proposal, exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

*(Paragraph deleted)*

- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .9 Assistance to the Initial Decision Maker, if other than the Architect;
- .10 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .11 Services necessitated by the Owner's delay in engaging the Construction Manager;

- .12 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment; and
- .13 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

*(Paragraphs deleted)*

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

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

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

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

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

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

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

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

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and

resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

*(Paragraph deleted)*

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

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

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

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

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

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

## ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the



Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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

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

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

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

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

Init.

The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

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

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

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

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

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



§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of dispute resolution shall be the following:  
(Check the appropriate box.)

(Paragraph deleted)

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

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

(Paragraphs deleted)

#### ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

Init.

None

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

To be negotiated

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

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

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

Init.

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

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

## ARTICLE 11 COMPENSATION

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

*(Paragraphs deleted)*

.1 Percentage Basis  
*(Insert percentage value)*

Seven Percent (7.0 %) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.  
*(Paragraphs deleted)*

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Hourly in accordance with attached Hourly Rate Sheet.

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

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

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

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

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those

portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Refer to the attached Hourly Rate Sheet.

#### § 11.8 Compensation for Reimbursable Expenses

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

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

(Paragraphs deleted)

Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0.00 %) of the expenses incurred.

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

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

(Paragraphs deleted)

#### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

National Prime Rate

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

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

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

None at this time.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

(Paragraphs deleted)

- .2 Other documents:

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

Hourly Rate Sheet

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

City of Springdale, AR

Hight Jackson Associates PA

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

\_\_\_\_\_  
(Printed name and title)

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

Brian Jackson, President

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

January 1, 2023

## **HOURLY RATE SCHEDULE**

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Architect Principal	\$180.00 / hour
Engineer Principal	\$180.00 / hour
Project Manager	\$140.00 / hour
Architect 1 ( <i>more than 10 years</i> )	\$150.00 / hour
Architect 2 ( <i>more than 5, but less than 10 years</i> )	\$130.00 / hour
Architect 3 ( <i>less than 5 years</i> )	\$120.00 / hour
Intern Architect 1 ( <i>more than 5 years</i> )	\$100.00 / hour
Intern Architect 2 ( <i>less than 5 years</i> )	\$85.00 / hour
Interior Designer 1	\$95.00 / hour
Interior Designer 2	\$75.00 / hour
Office Administrator	\$80.00 / hour
Secretary 1	\$60.00 / hour
Secretary 2	\$50.00 / hour
Outside Consultants	Direct Cost x 1.2
Reimbursable Expense	Direct Cost

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

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A CONTRACT FOR LIGHTING; TO WAIVE  
COMPETITIVE BIDDING, AND FOR OTHER  
PURPOSES.  
2023 BOND PROJECT NO. 23BPP2**

**WHEREAS**, the City of Springdale has entered into the 2023 bond program with the approval of its residents, and

**WHEREAS**, the Parks and Recreation portion of the 2023 bond program was intended to purchase and install lighting at Tyson, JB Hunt, C.L. and Willie George, Shaw and Murphy Parks, and

**WHEREAS**, the city engaged a procurement consultant who was able to successfully negotiate terms with GeoSurfaces, Inc. in the amount of \$1,963,000.00, and

**WHEREAS**, the lighting negotiations came in below the budgeted amount of \$2,780,000, and

**WHEREAS**, the installation of lighting will be beneficial to our residents;

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

Section 1. That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104.

Section 2. The Mayor and City Clerk are hereby authorized to execute a contract with GeoSurfaces, Inc. for the purchase and installation of lighting, in an amount not to exceed \$1,963,000.00, to be paid from the 2023 Parks and Recreation Bond Fund.

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

**PASSED AND APPROVED** this 24<sup>th</sup> day of October, 2023.

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

ATTEST:

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

APPROVED AS TO FORM

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





# AIA® Document A101® – 2017

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

AGREEMENT made as of the 5th day of October in the year 2023  
(In words, indicate day, month and year.)

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

City of Springdale, Arkansas  
201 Spring Street  
Springdale, Arkansas 72764  
Attention: Mayor Doug Sprouse

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

GeoSport Lighting Systems, LLC  
7080 St. Gabriel Avenue – Suite B  
St. Gabriel, LA 70776  
Charles Dawson, CEO

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

City of Springdale Parks and Recreation  
Randal Tyson Recreational Sports Complex  
4303 Watkins  
Springdale, Arkansas 72762  
*Description: ten new 70' poles, two new 50' poles, 40 fixtures for retrofit, 110 fixtures for new poles*  
J.B. Hunt Park  
2003 Flemming Drive  
Springdale, Arkansas 72762  
*Description: 180 fixtures for retrofit*  
Willie George Park  
4023 Hylton Road  
Springdale, Arkansas 72764  
*Description: eight new 70' poles, 108 fixtures for new poles*  
Shaw Family Park  
7341 W Downum Road  
Springdale, Arkansas 72762  
*Description: four new 70' poles, four new 80' poles, 112 fixtures for new poles*

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

Blackfin Sports Consulting  
P.O. Box 9373  
Fayetteville, AR 72703  
Attention: Mark Jones

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

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User Notes:

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	INSURANCE AND BONDS: Exhibit A

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[X] Established as follows:

Date of Commencement will be agreed upon by both parties and will commence within 15 days of Owner's written notice.

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

#### § 3.3 Substantial Completion

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

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

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following dates:

Randal Tyson Recreational Sports Complex - February 15, 2024

J.B. Hunt Park - February 15, 2024

Willie George Park- February 15, 2024

Shaw Family Park - To be Determined and Agreed Upon by Owner and Contractor

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

Init.

/

Portion of Work  
N/A

Substantial Completion Date

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

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Eight Hundred Sixty Three Thousand Dollars(\$1,863,000.00), subject to additions and deductions as provided in the Contract Documents.

##### § 4.2 Alternates

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

Item	Price
Sponsorship given by GeoSport Lighting Systems to purchase LED Scoretables for the Parks and Rec Center	DEDUCT \$100,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

##### § 4.3

*(Paragraphs deleted)*

Not Used.

##### § 4.4 Unit prices, if any:

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

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

##### § 4.5 Liquidated damages, if any:

Owner and Contractor agree that in the event the Contractor fails to substantially complete Randal Tyson Recreational Sports Complex, J. B. Hunt Park, and Willie George Park by the dates agreed upon by both parties, the Contractor will pay liquidated damages of \$100.00 per day per park.

The Contractor will not be held to pay liquidated damages if the "good weather working days" have exceeded the set amount and interfere with the Substantial Completion Date. If weather conditions are the basis for an extension, such claim shall be documented by data substantiating that weather conditions were abnormal for the period, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

The Contractor will not be held liable to pay liquidated damages if the Owner delays access to the fields or park once a date of commencement is agreed upon by both parties.

#### ARTICLE 5 PAYMENTS

##### § 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the twenty-fifth (25<sup>th</sup>) day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Consultant not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Consultant after the application date fixed above, payment of the

Init.

amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Consultant receives the Application for Payment.

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

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

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction; and
- .3 That portion of Construction Change Directives that the Consultant determines, in the Consultant's professional judgment, to be reasonably justified.

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

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

§ 5.1.7 Retainage

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

0%

*(Paragraphs deleted)*

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

§ 5.1.9 Except with the Owner's prior approval and in accordance with Section 9.3.2 of the General Conditions A201-2017, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor within 30 days of the final Payment Application.

*(Paragraphs deleted)*

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Consultant will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017.  
*(Paragraphs deleted)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, arbitration pursuant to Article 15 of AIA Document A201–2017.

## ARTICLE 7 TERMINATION OR SUSPENSION

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

*(Paragraphs deleted)*

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

### § 7.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

Twenty Five Thousand Dollars and Zero Cents (\$25,000.00)

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

Mark Jones

Blackfin Sports Consulting

PO BOX 9373

Fayetteville, AR 72703

Email: markjonesnwa@gmail.com

In addition, Owner may elect to designate a separate Program Manager or Project Manager as an Owner's Representative under Article 2.1.1 of the A201 General Conditions.

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

Charles Dawson

GeoSport Lighting Systems, LLC

7080 St. Gabriel Avenue – Suite B

St. Gabriel, LA 70776

Email: cdawson@tencategrass.com

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

### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner may, and the Contractor shall, purchase and maintain insurance as set forth in AIA Document A201™–2017 Article 11, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201™–2017 Article 11, and elsewhere in the Contract Documents.

### § 8.6

*(Paragraphs deleted)*

Not Used.

Init.

/

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as amended by Owner, without its Exhibit A.

.2 AIA Document A201™–2017, General Conditions of the Contract for  
(Paragraphs deleted)  
Construction, as amended by Owner.

(Paragraph deleted)

.3 Drawings

Number

Title

Date

A

Proposal

October 5, 2023

B

On Field Designs

October 5, 2023

C

Product Information

October 5, 2023

D

Controls

October 5, 2023

E

Poles/Structures

October 5, 2023

F

Performance Guarantee

October 5, 2023

G

Warranty

October 5, 2023



(Paragraph deleted)

.4 Specifications  
Number

Title

Date

.5 Addenda, if any:  
Number

Date

Pages

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

.6 Other Exhibits:

SCOPE OF WORK

PROPOSAL

October 5, 2023

.7 Other documents, if any, listed below:

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

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

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

Init.

/

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

### ***AIA® Document D401™ – 2003***

I, Charles C. Dawson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 21:53:25 ET on 08/28/2023 under Order No. 2114465004 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A102™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



## PART A

### PROPOSAL



September 22, 2023

AR Contractor License No: 0385270524

**To: City of Springdale, AR**

**Re: Lighting Installation at Hunt Park, George Park, Tyson Park, and Shaw Park**

GeoSport Lighting Systems, LLC, (herein called **GeoSport®**), will provide all materials, labor and equipment as described below.

**Proposal Includes:**

- 560 LED CLIR fixtures
- 28 new steel concrete encased embedded Sports Lighting Poles  
*AR Engineered Stamped foundation design to be provided upon award of project.*
- Pre-wired plug and play crossarms down to remote fuse distribution panel.
- Remote fuse distribution panel inclusive of individual fixture fusing, additional 75KA surge protection and disconnect per pole.
- 10-year Manufacturer's Warranty.
- Controls as specified.
- Freight to job site.

**Sports Lighting Installation Includes:**

- Offloading of sports lighting system.
- Demo of existing fixtures and will be left onsite for the Owner.
- Assembly of Sports Lighting System.
- Complete engineered design and construction of pole foundations.
- Assembly and erection of 28 new concrete encased sports lighting poles.
- Retro fit existing metal poles at Hunt and Tyson Park.
- Individual laser aiming of all sports fixtures.
- Commissioning of wireless controls.

**Tyson Park:**

- Includes ten (10) new 70' poles and two (2) new 50' poles.
- Includes 40 fixtures to be retrofit on existing poles on soccer field.
- Includes 110 fixtures to be installed on new poles.
- GeoSport will provide conduit and wire from the existing panels/service rack to all poles at the three (3) soccer fields at Tyson and one (1) volleyball court at Tyson.

*30-foot candles on the soccer fields and 20-foot candles on the volleyball court.*

**Hunt Park:**

- Includes 180 fixtures to be retrofit on existing poles.

*30-foot candles in the infields and 20-foot candles in the outfields.*

**George Park:**

- Includes eight (8) new 70' poles.
- Includes 108 fixtures.
- GeoSport will provide conduit and wire from the existing panels/service rack to all poles for three (3) soccer fields at George.

*30-foot candles on the soccer fields.*

**Shaw Park:**

- Includes four (4) new 70' poles and four (4) new 80' poles
- Includes 112 fixtures

*30-foot candles in the infields and 20-foot candles in the outfields.*

**TOTAL COST OF LIGHTING SYSTEM WITH TAX, BOND, & CONSUTLTING FEE....\$1,963,000.00**

SPONSORSHIP GIVEN BY GEOSPORT LIGHTING SYSTEMS TO PURCHASE

LED SCORETABLES FOR THE PARKS AND REC CENTER.....-\$100,000.00

**TOTAL COST OF LIGHTING SYSTEM INCLUDING SPONSORSHIP.....\$1,863,000.00**

**TERMS:**

- Assumes typical soil conditions. Casings, caving, bottomless, water, rock or other abnormalities will require a change order. The use of slurry, if necessary, is not included in this proposal.
- Assumes full site access. Removal or replacement of fencing or barriers is not included.
- Equipment removed from existing poles remains the property of the Owner.
- New service, panels, racks, or transformers are not included.
- Taxes are included.
- Wi-Fi or cellular service to parks is not included.
- Tyson Park, J.B. Hunt Park, George Park, & Shaw Park will be paid 50% upon Date of Commencement, 40% upon Material Delivery, 10% upon Substantial Completion with no Retainage held throughout the project.

**Acceptance of Offer to Sell:**

This offer to sell (Proposal and all attachments) is valid for acceptance by Purchaser by the execution of the Acceptance of Proposal below and return of an original to GeoSport. If the Acceptance of Proposal is not received by GeoSport on or before the Proposal expiration date, this offer to sell shall be deemed automatically cancelled and withdrawn.

**Proposal Tendered:** October 5, 2023**Proposal Expires:** October 30, 2023For: **GeoSport Lighting Systems, LLC**By: 

CHARLES C. DAWSON, CEO

**ACCEPTANCE OF PROPOSAL**

By your signature below and the return of an originally executed Acceptance of Proposal within the time specified for

**PURCHASER:** \_\_\_\_\_**By:** \_\_\_\_\_  
(Name and Title)**Date:** \_\_\_\_\_ **Federal Tax ID #** \_\_\_\_\_



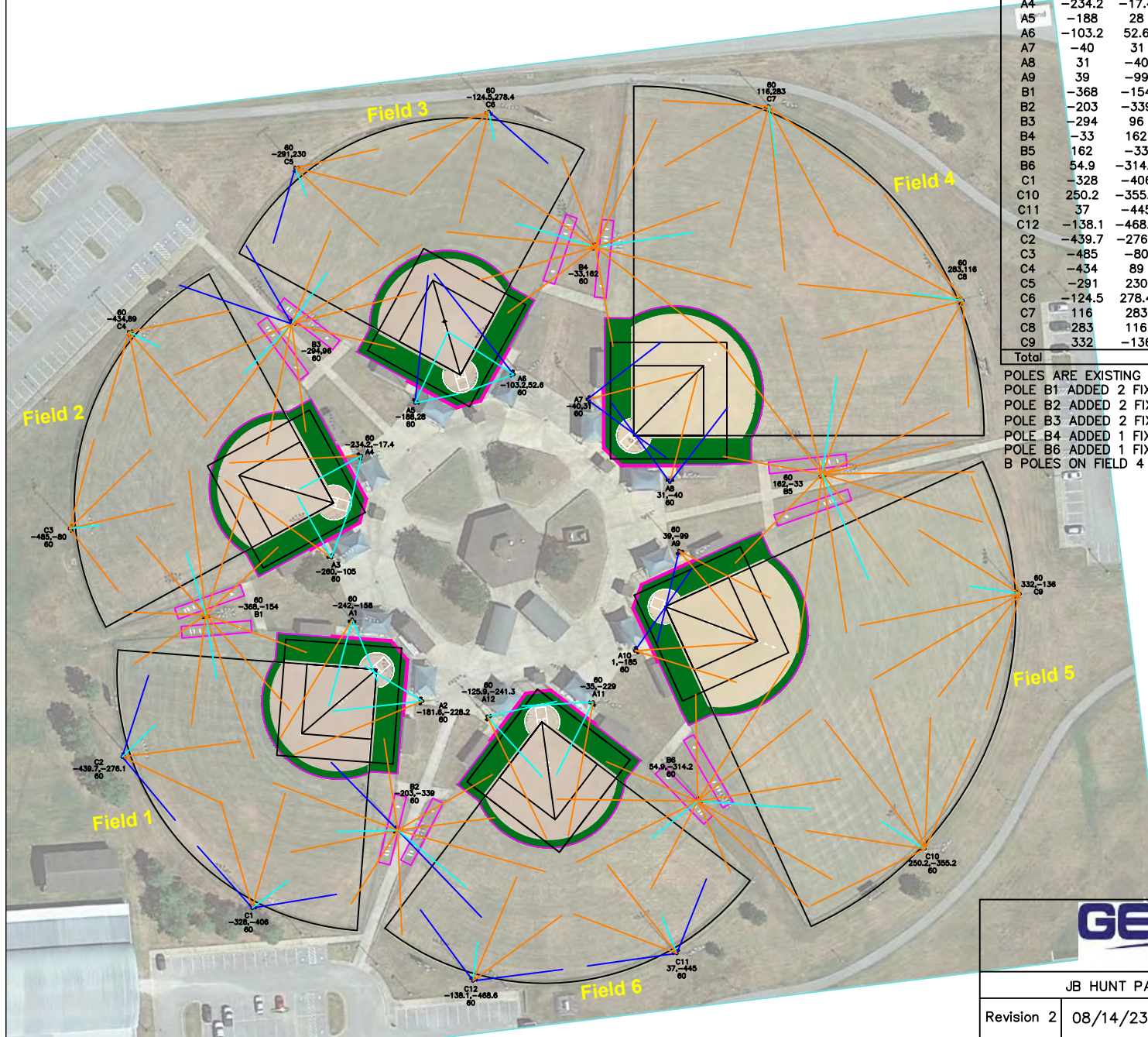


## **PART B**

### **ON FIELD LIGHTING DESIGNS**



# SITE PLAN



Pole	x-loc	y-loc	height	M20	W40	EW60	Total	kw
A1	-242	-158	60ft	1		2	3	1.9
A10	1	-185	60ft	2	1		3	1.9
A11	-35	-229	60ft	1		2	3	1.9
A12	-125.9	-241.3	60ft	1		2	3	1.9
A2	-181.6	-228.2	60ft	1		2	3	1.9
A3	-260	-105	60ft	1		2	3	1.9
A4	-234.2	-17.4	60ft	1		2	3	1.9
A5	-188	28	60ft		1	2	3	1.9
A6	-103.2	52.6	60ft		1	2	3	1.9
A7	-40	31	60ft	1	2		3	1.9
A8	31	-40	60ft	1	2		3	1.9
A9	39	-99	60ft	2	1		3	1.9
B1	-368	-154	60ft	10		2	6-6	7.6
B2	-203	-339	60ft	8	2	2	6-6	7.6
B3	-294	96	60ft	8	2	2	6-6	7.6
B4	-33	162	60ft	11		2	6-7	8.3
B5	162	-33	60ft	12		2	7-7	8.9
B6	54.9	-314.2	60ft	11		2	6-7	8.3
C1	-328	-406	60ft	2	2	1	5	3.2
C10	250.2	-355.2	60ft	6		1	7	4.5
C11	37	-445	60ft	2	2	1	5	3.2
C12	-138.1	-468.6	60ft	2	2	1	5	3.2
C2	-439.7	-278.1	60ft	2	2	1	5	3.2
C3	-485	-80	60ft	4		1	5	3.2
C4	-434	89	60ft	4		1	5	3.2
C5	-291	230	60ft	3	1	1	5	3.2
C6	-124.5	278.4	60ft	3	1	1	5	3.2
C7	116	283	60ft	6		1	7	4.5
C8	283	116	60ft	6		1	7	4.5
C9	332	-136	60ft	6		1	7	4.5
Total				118	22	40	180	114.7

POLES ARE EXISTING  
POLE B1 ADDED 2 FIXTURES  
POLE B2 ADDED 2 FIXTURES  
POLE B3 ADDED 2 FIXTURES  
POLE B4 ADDED 1 FIXTURE  
POLE B6 ADDED 1 FIXTURE  
B POLES ON FIELD 4 AND 5 ARE LESS THAN 1 TO 1 COUNT

EW60  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 636  
Number luminaires used = 40  
kw these luminaires = 25.4

W40  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 640  
Number luminaires used = 22  
kw these luminaires = 14.1

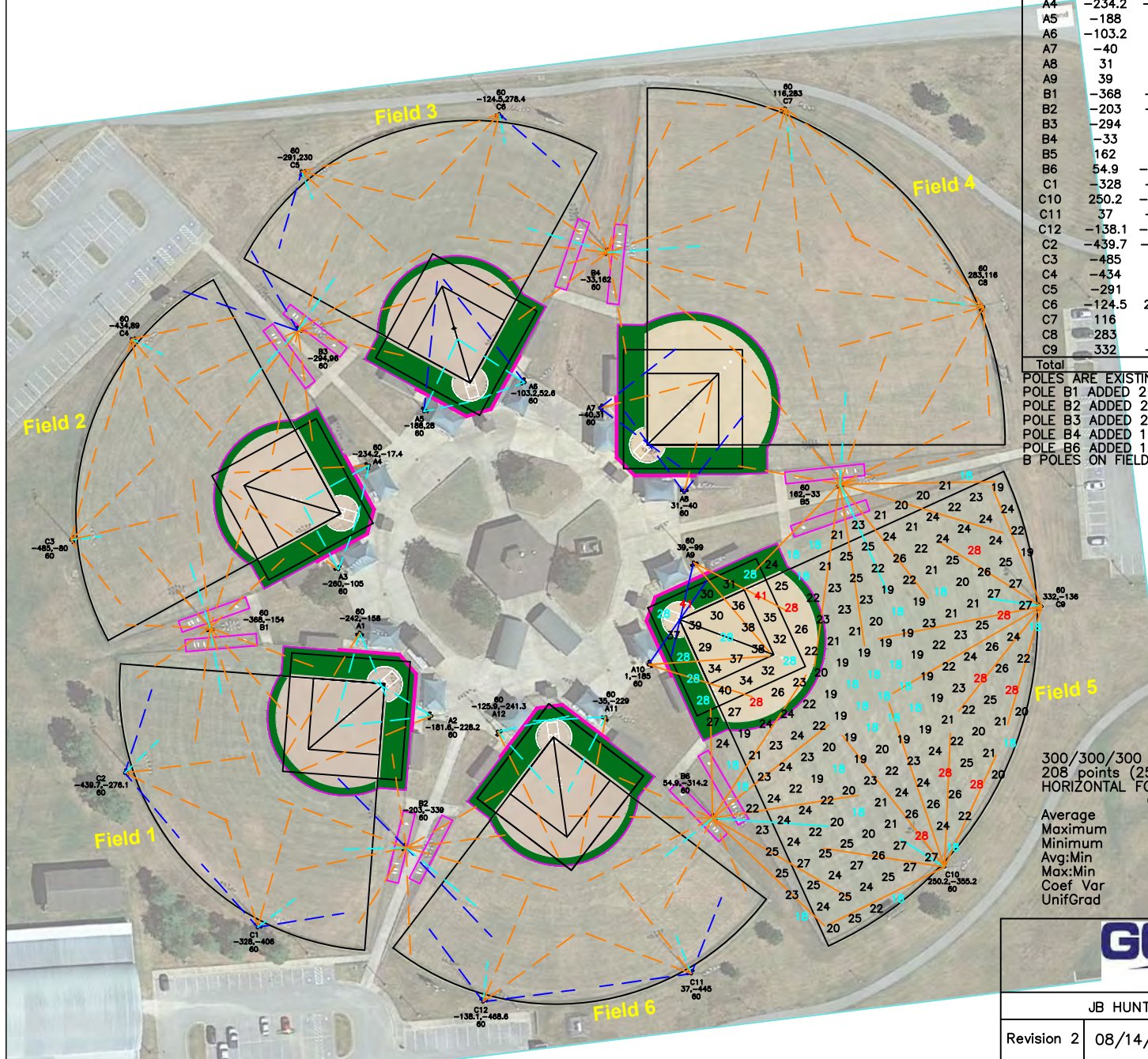
M20  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 637  
Number luminaires used = 118  
kw these luminaires = 75.1







TYPICAL OF FIELDS 4 AND 5  
DASHED LINES = FIXTURES TURNED OFF



Pole	x-loc	y-loc	height	M20	W40	EW60	Total	kw
A1	-242	-158	60ft	1		2	3	1.9
A10	1	-185	60ft	2	1		3	1.9
A11	-35	-229	60ft	1		2	3	1.9
A12	-125.9	-241.3	60ft	1		2	3	1.9
A2	-181.6	-228.2	60ft	1		2	3	1.9
A3	-260	-105	60ft	1		2	3	1.9
A4	-234.2	-17.4	60ft	1		2	3	1.9
A5	-188	28	60ft		1	2	3	1.9
A6	-103.2	52.6	60ft		1	2	3	1.9
A7	-40	31	60ft	1	2		3	1.9
A8	31	-40	60ft	1	2		3	1.9
A9	39	-99	60ft	2	1		3	1.9
B1	-368	-154	60ft	10		2	6-6	7.6
B2	-203	-339	60ft	8	2	2	6-6	7.6
B3	-294	96	60ft	8	2	2	6-6	7.6
B4	-33	162	60ft	11		2	6-7	8.3
B5	162	-33	60ft	12		2	7-7	8.9
B6	54.9	-314.2	60ft	11		2	6-7	8.3
C1	-328	-406	60ft	2	2	1	5	3.2
C10	250.2	-355.2	60ft	6		1	7	4.5
C11	37	-445	60ft	2	2	1	5	3.2
C12	-138.1	-468.6	60ft	2	2	1	5	3.2
C2	-439.7	-276.1	60ft	2	2	1	5	3.2
C3	-485	-80	60ft	4		1	5	3.2
C4	-434	89	60ft	4		1	5	3.2
C5	-291	230	60ft	3	1	1	5	3.2
C6	-124.5	278.4	60ft	3	1	1	5	3.2
C7	116	283	60ft	6		1	7	4.5
C8	283	116	60ft	6		1	7	4.5
C9	332	-136	60ft	6		1	7	4.5
Total				118	22	40	180	114.7

POLES ARE EXISTING  
POLE B1 ADDED 2 FIXTURES  
POLE B2 ADDED 2 FIXTURES  
POLE B3 ADDED 2 FIXTURES  
POLE B4 ADDED 1 FIXTURE  
POLE B6 ADDED 1 FIXTURE  
B POLES ON FIELDS 4 AND 5 ARE LESS THAN 1 TO 1 COUNT

EW60  
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Light Loss Factor = 0.950  
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kw these luminaires = 25.4

W40  
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Light Loss Factor = 0.950  
Watts per luminaire = 640  
Number luminaires used = 22  
kw these luminaires = 14.1

M20  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 637  
Number luminaires used = 118  
kw these luminaires = 75.1

300/300/300 FIELD 5  
208 points (25 infield, 183 outfield) at z=3, sp 20ft by 20ft  
HORIZONTAL FOOTCANDLES

	Outfield	Infield
Average	22	33
Maximum	28	41
Minimum	18	28
Avg:Min	1.24	1.19
Max:Min	1.56	1.46
Coef Var	0.13	0.14
UnifGrad	1.50	1.46

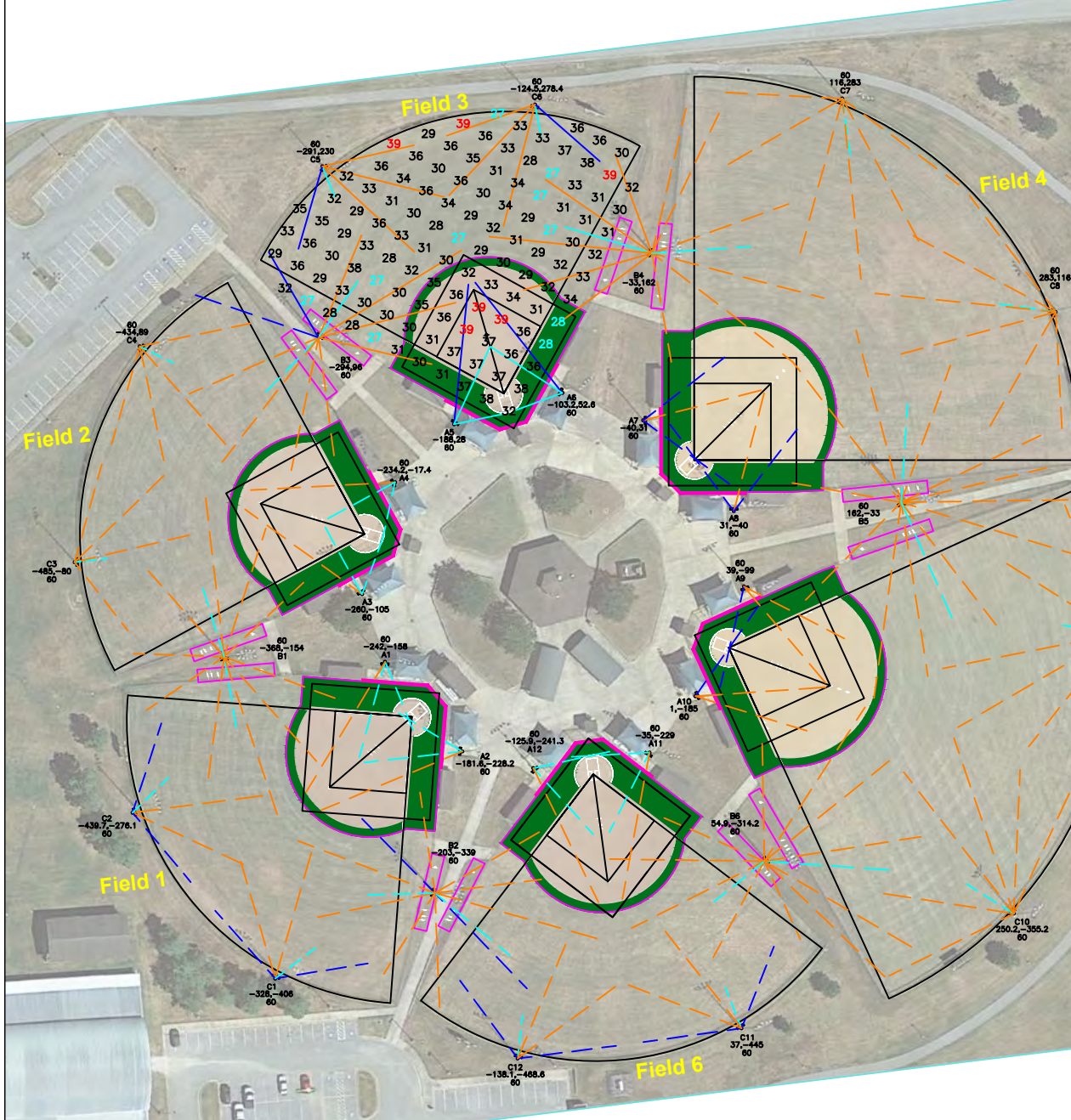






TYPICAL OF FIELDS 1,2,3,6

DASHED LINES = FIXTURES TURNED OFF



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A11	-35	-229	60ft	1		2	3	1.9
A12	-125.9	-241.3	60ft	1		2	3	1.9
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A7	-40	31	60ft	1	2		3	1.9
A8	31	-40	60ft	1	2		3	1.9
A9	39	-99	60ft	2	1		3	1.9
B1	-368	-154	60ft	10		2	6-6	7.6
B2	-203	-339	60ft	8	2	2	6-6	7.6
B3	-294	96	60ft	8	2	2	6-6	7.6
B4	-33	162	60ft	11		2	6-7	8.3
B5	162	-33	60ft	12		2	7-7	8.9
B6	54.9	-314.2	60ft	11		2	6-7	8.3
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C12	-138.1	-468.6	60ft	2	2	1	5	3.2
C2	-439.7	-276.1	60ft	2	2	1	5	3.2
C3	-485	-80	60ft	4		1	5	3.2
C4	-434	89	60ft	4		1	5	3.2
C5	-291	230	60ft	3	1	1	5	3.2
C6	-124.5	278.4	60ft	3	1	1	5	3.2
C7	116	283	60ft	6		1	7	4.5
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Light Loss Factor = 0.950  
Watts per luminaire = 640  
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kw these luminaires = 14.1

M20  
CLUR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 637  
Number luminaires used = 118  
kw these luminaires = 75.1

225/225/225 FIELD 3  
116 points (25 infield, 91 outfield) at z=3, sp 20ft by 20ft  
HORIZONTAL FOOTCANDLES

	Outfield	Infield
Average	32	35
Maximum	39	39
Minimum	27	28
Avg:Min	1.18	1.24
Max:Min	1.44	1.39
Coef Var	0.10	0.10
UnifGrad	1.41	1.29







POLES S1 - S4 ARE EXISTING 60' - 1 TO 1 FIXTURE COUNT  
DASHED LINES = FIXTURES TURNED OFF  
ALL OTHER POLES ARE NEW

Pole	x-loc	y-loc	height	N15	M20	W40	EW60	Total	kw
S1	-133	97	60ft	2	7		1	10	6.4
S10	638	-108	70ft	4	4	1		9	5.7
S11	410	-262	70ft	3	3	2		8	5.1
S12	410	-462	70ft	3	3	2		8	5.1
S13	640	-262	70ft	3	3	2		8	5.1
S14	640	-462	70ft	3	3	2		8	5.1
S2	135	96	60ft	2	7		1	10	6.4
S3	-133	-84	60ft	2	7		1	10	6.4
S4	133	-86	60ft	2	7		1	10	6.4
S5	158	92	70ft		8		1	9	5.7
S6	158	-108	70ft		8		1	9	5.7
S7	395	92	70ft	4	12	1	1	9-9	11.4
S8	395	-108	70ft	4	12	1	1	9-9	11.4
S9	638	92	70ft	4	4	1		9	5.7
VB1	-78	-234	50ft			2	1	3	1.9
VB2	-78	-354.2	50ft			2	1	3	1.9
Total				36	88	16	10	150	95.3

W40  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 640  
Number luminaires used = 16  
kw these luminaires = 10.2

EW60  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 636  
Number luminaires used = 10  
kw these luminaires = 6.4

N15  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 629  
Number luminaires used = 36  
kw these luminaires = 22.6

M20  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 637  
Number luminaires used = 88  
kw these luminaires = 56.0

325' x 205' SOCCER FIELD 4  
77 points at z=3, sp 30ft by 30ft  
HORIZONTAL FOOTCANDLES  
Average 33  
Maximum 39  
Minimum 28  
Avg:Min 1.17  
Max:Min 1.39  
Coef Var 0.09  
UnifGrad 1.36



RANDALL TYSON SPORTS COMPLEX - SPRINGDALE - AR- D1

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POLES S1 - S4 ARE EXISTING 60' - 1 TO 1 FIXTURE COUNT  
DASHED LINES = FIXTURES TURNED OFF  
ALL OTHER POLES ARE NEW

Pole	x-loc	y-loc	height	N15	M20	W40	EW60	Total	kw
S1	-133	97	60ft	2	7		1	10	6.4
S10	638	-108	70ft	4	4	1		9	5.7
S11	410	-262	70ft	3	3	2		8	5.1
S12	410	-462	70ft	3	3	2		8	5.1
S13	640	-262	70ft	3	3	2		8	5.1
S14	640	-462	70ft	3	3	2		8	5.1
S2	135	96	60ft	2	7		1	10	6.4
S3	-133	-84	60ft	2	7		1	10	6.4
S4	133	-86	60ft	2	7		1	10	6.4
S5	158	92	70ft		8		1	9	5.7
S6	158	-108	70ft		8		1	9	5.7
S7	395	92	70ft	4	12	1	1	9-9	11.4
S8	395	-108	70ft	4	12	1	1	9-9	11.4
S9	638	92	70ft	4	4	1		9	5.7
VB1	-78	-234	50ft			2	1	3	1.9
VB2	-78	-354.2	50ft			2	1	3	1.9
Total				36	88	16	10	150	95.3

W40  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 640  
Number luminaires used = 16  
kw these luminaires = 10.2

EW60  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 636  
Number luminaires used = 10  
kw these luminaires = 6.4

N15  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 629  
Number luminaires used = 36  
kw these luminaires = 22.6

M20  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 637  
Number luminaires used = 88  
kw these luminaires = 56.0

325'x 180' SOCCER FIELD 3  
66 points at z=3, sp 30ft by 30ft  
HORIZONTAL FOOTCANDLES  
Average 34  
Maximum 38  
Minimum 31  
AvgMin 1.10  
MaxMin 1.23  
Coef Var 0.07  
UnifGrad 1.16



RANDALL TYSON SPORTS COMPLEX - SPRINGDALE - AR- D2

Revision 1 08/14/23 Drawing 2 of 5 877-663-5968  
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POLES S1 - S4 ARE EXISTING 60' - 1 TO 1 FIXTURE COUNT  
DASHED LINES = FIXTURES TURNED OFF  
ALL OTHER POLES ARE NEW

Pole	x-loc	y-loc	height	N15	M20	W40	EW60	Total	kw
S1	-133	97	60ft	2	7		1	10	6.4
S10	638	-108	70ft	4	4	1		9	5.7
S11	410	-262	70ft	3	3	2		8	5.1
S12	410	-462	70ft	3	3	2		8	5.1
S13	640	-262	70ft	3	3	2		8	5.1
S14	640	-462	70ft	3	3	2		8	5.1
S2	135	96	60ft	2	7		1	10	6.4
S3	-133	-84	60ft	2	7		1	10	6.4
S4	133	-86	60ft	2	7		1	10	6.4
S5	158	92	70ft		8		1	9	5.7
S6	158	-108	70ft		8		1	9	5.7
S7	395	92	70ft	4	12	1	1	9-9	11.4
S8	395	-108	70ft	4	12	1	1	9-9	11.4
S9	638	92	70ft	4	4	1		9	5.7
VB1	-78	-234	50ft			2	1	3	1.9
VB2	-78	-354.2	50ft			2	1	3	1.9
Total				36	88	16	10	150	95.3

W40  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 640  
Number luminaires used = 16  
kw these luminaires = 10.2

EW60  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 636  
Number luminaires used = 10  
kw these luminaires = 6.4

N15  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 629  
Number luminaires used = 36  
kw these luminaires = 22.6

M20  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 637  
Number luminaires used = 88  
kw these luminaires = 56.0

310'x 185' SOCCER FIELD 2  
77 points at z=3, sp 30ft by 30ft  
HORIZONTAL FOOTCANDLES  
Average 32  
Maximum 38  
Minimum 29  
Avg:Min 1.11  
Max:Min 1.31  
Coef Var 0.08  
UnifGrad 1.27



RANDALL TYSON SPORTS COMPLEX - SPRINGDALE - AR- D3

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POLES S1 - S4 ARE EXISTING 60' - 1 TO 1 FIXTURE COUNT  
DASHED LINES = FIXTURES TURNED OFF  
ALL OTHER POLES ARE NEW

Pole	x-loc	y-loc	height	N15	M20	W40	EW60	Total	kw
S1	-133	97	60ft	2	7		1	10	6.4
S10	638	-108	70ft	4	4	1		9	5.7
S11	410	-262	70ft	3	3	2		8	5.1
S12	410	-462	70ft	3	3	2		8	5.1
S13	640	-262	70ft	3	3	2		8	5.1
S14	640	-462	70ft	3	3	2		8	5.1
S2	135	96	60ft	2	7		1	10	6.4
S3	-133	-84	60ft	2	7		1	10	6.4
S4	133	-86	60ft	2	7		1	10	6.4
S5	158	92	70ft		8		1	9	5.7
S6	158	-108	70ft		8		1	9	5.7
S7	395	92	70ft	4	12	1	1	9-9	11.4
S8	395	-108	70ft	4	12	1	1	9-9	11.4
S9	638	92	70ft	4	4	1		9	5.7
VB1	-78	-234	50ft			2	1	3	1.9
VB2	-78	-354.2	50ft			2	1	3	1.9
Total				36	88	16	10	150	95.3

W40  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 640  
Number luminaires used = 16  
kw these luminaires = 10.2

EW60  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 636  
Number luminaires used = 10  
kw these luminaires = 6.4

N15  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 629  
Number luminaires used = 36  
kw these luminaires = 22.6

M20  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 637  
Number luminaires used = 88  
kw these luminaires = 56.0

300'x 190' SOCCER FIELD 1  
70 points at z=3, sp 30ft by 30ft  
HORIZONTAL FOOTCANDLES  
Average 32  
Maximum 38  
Minimum 28  
Avg:Min 1.14  
Max:Min 1.36  
Coef Var 0.09  
UnifGrad 1.29



RANDALL TYSON SPORTS COMPLEX - SPRINGDALE - AR- D4

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POLES S1 – S4 ARE EXISTING 60' – 1 TO 1 FIXTURE COUNT  
DASHED LINES = FIXTURES TURNED OFF  
ALL OTHER POLES ARE NEW

Pole	x-loc	y-loc	height	N15	M20	W40	EW60	Total	kw
S1	-133	97	60ft	2	7		1	10	6.4
S10	638	-108	70ft	4	4	1		9	5.7
S11	410	-262	70ft	3	3	2		8	5.1
S12	410	-462	70ft	3	3	2		8	5.1
S13	640	-262	70ft	3	3	2		8	5.1
S14	640	-462	70ft	3	3	2		8	5.1
S2	135	96	60ft	2	7		1	10	6.4
S3	-133	-84	60ft	2	7		1	10	6.4
S4	133	-86	60ft	2	7		1	10	6.4
S5	158	92	70ft		8		1	9	5.7
S6	158	-108	70ft		8		1	9	5.7
S7	395	92	70ft	4	12	1		9-9	11.4
S8	395	-108	70ft	4	12	1		9-9	11.4
S9	638	92	70ft	4	4	1		9	5.7
VB1	-78	-234	50ft			2	1	3	1.9
VB2	-78	-354.2	50ft			2	1	3	1.9
Total				36	88	16	10	150	95.3

W40  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 640  
Number luminaires used = 16  
kw these luminaires = 10.2

EW60  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 636  
Number luminaires used = 10  
kw these luminaires = 6.4

N15  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 629  
Number luminaires used = 36  
kw these luminaires = 22.6

M20  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 637  
Number luminaires used = 88  
kw these luminaires = 56.0



RANDALL TYSON SPORTS COMPLEX – SPRINGDALE – AR– D5

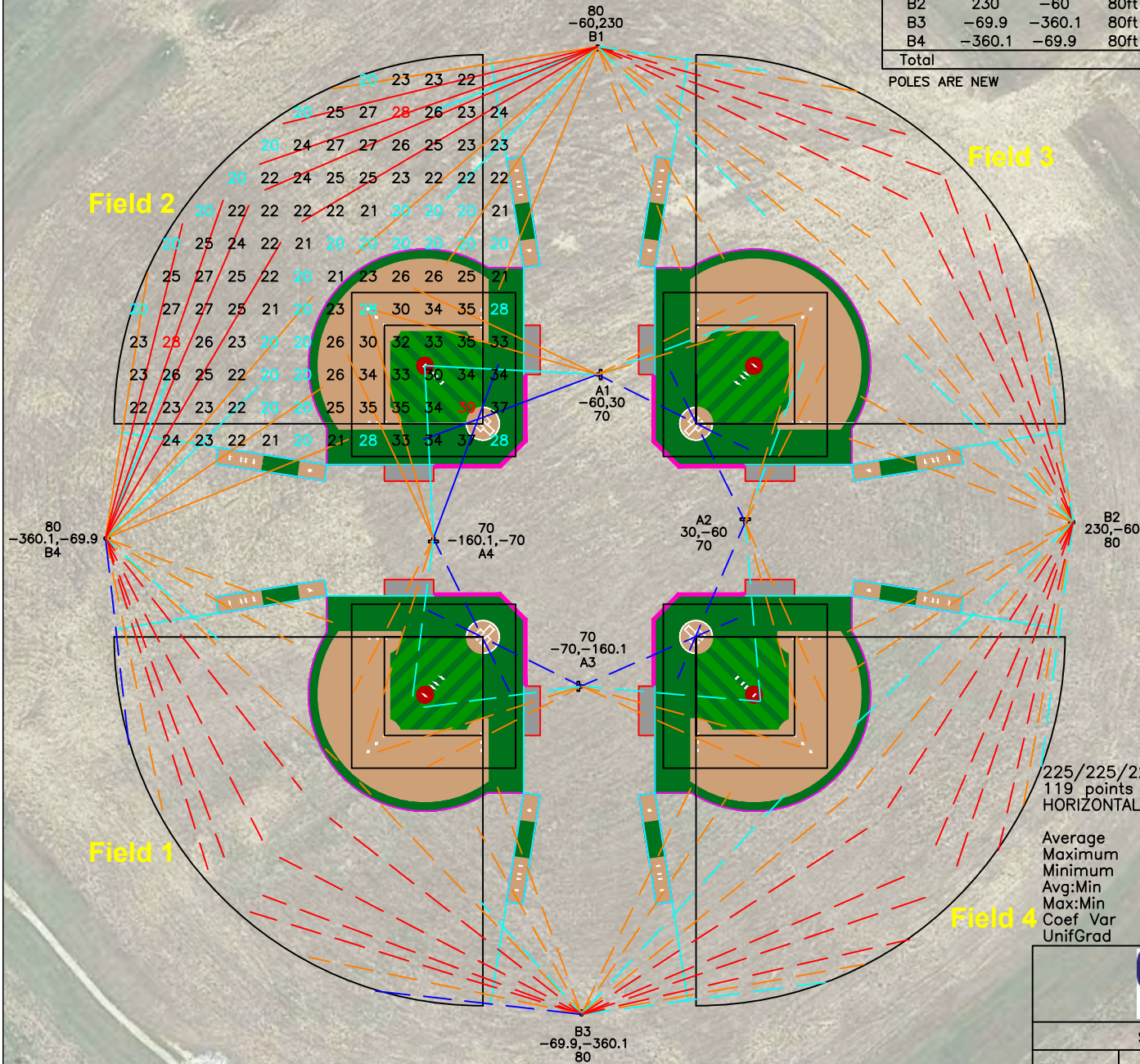
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## TYPICAL OF 4 FIELDS

DASHED LINES = FIXTURES TURNED OFF



Pole	x-loc	y-loc	height	N15	M20	W40	EW60	Total	kw
A1	-60	30	70ft		4	2	2	4-4	5.1
A2	30	-60	70ft		4	2	2	4-4	5.1
A3	-70	-160.1	70ft		4	2	2	4-4	5.1
A4	-160.1	-70	70ft		4	2	2	4-4	5.1
B1	-60	230	80ft	7	9		4	10-10	12.7
B2	230	-60	80ft	7	9		4	10-10	12.7
B3	-69.9	-360.1	80ft	8	8	1	3	10-10	12.7
B4	-360.1	-69.9	80ft	8	8	1	3	10-10	12.7
Total				30	50	10	22	112	71.1

POLES ARE NEW

EW60  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 636  
Number luminaires used = 22  
kw these luminaires = 14.0

W40  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 640  
Number luminaires used = 10  
kw these luminaires = 6.4

N15  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 629  
Number luminaires used = 30  
kw these luminaires = 18.9

M20  
CLIR TSL EV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 637  
Number luminaires used = 50  
kw these luminaires = 31.8

225/225/225 FIELD 2  
119 points (25 infield, 94 outfield) at z=3, sp 20ft by 20ft  
HORIZONTAL FOOTCANDLES

	Outfield	Infield
Average	23	33
Maximum	28	39
Minimum	20	28
Avg:Min	1.14	1.18
Max:Min	1.40	1.39
Coef Var	0.10	0.09
UnifGrad	1.35	1.32



SHAW PARK - SPRINGDALE - AR - SB - D1

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## TYPICAL OF 3 FIELDS

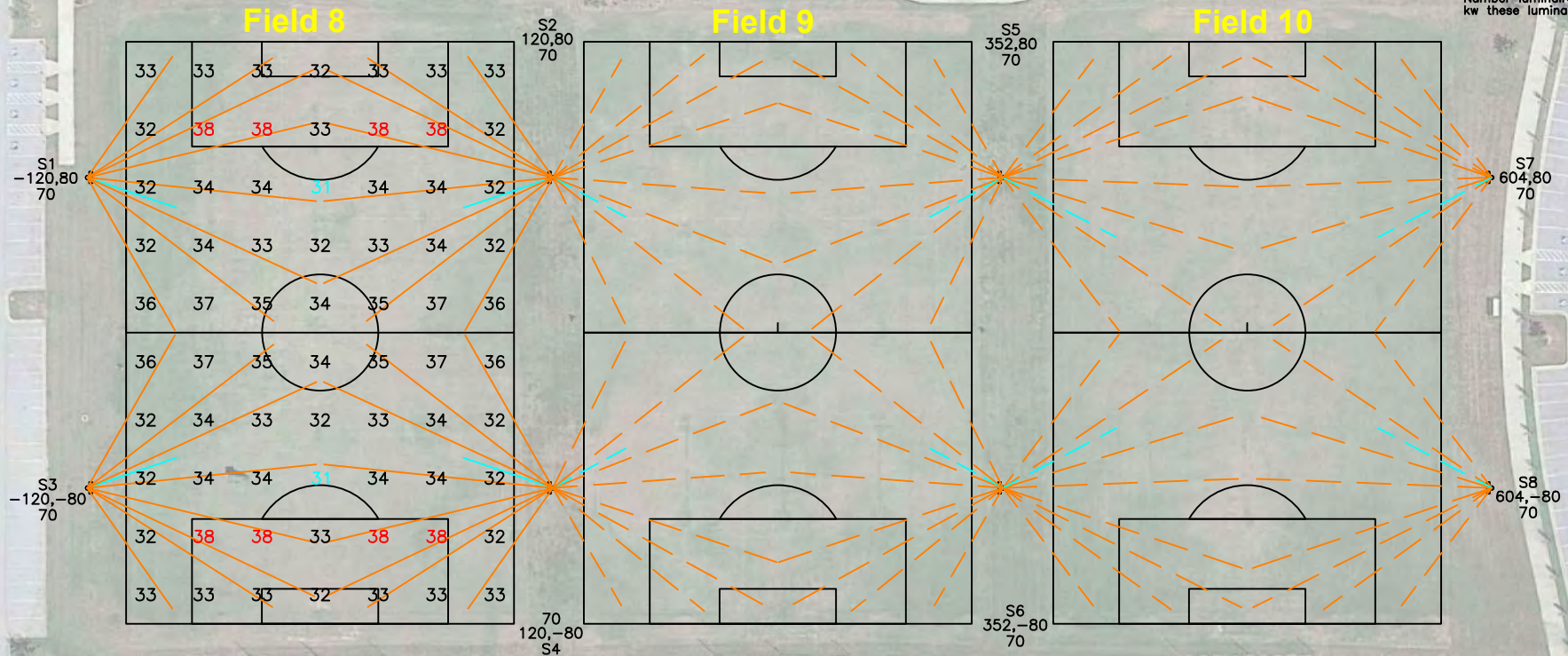
POLES ARE NEW  
DASHED LINES = FIXTURES TURNED OFF

300'x 200' SOCCER FIELD 8  
70 points at z=3, sp 30ft by 30ft  
HORIZONTAL FOOTCANDLES  
Average 34  
Maximum 38  
Minimum 31  
Avg:Min 1.10  
Max:Min 1.23  
Coef Var 0.06  
UnifGrad 1.19

Pole	x-loc	y-loc	height	M20	EW60	Total	kw
S1	-120	80	70ft	8	1	9	5.7
S2	120	80	70ft	16	2	18	11.5
S3	-120	-80	70ft	8	1	9	5.7
S4	120	-80	70ft	16	2	18	11.5
S5	352	80	70ft	16	2	18	11.5
S6	352	-80	70ft	16	2	18	11.5
S7	604	80	70ft	8	1	9	5.7
S8	604	-80	70ft	8	1	9	5.7
Total				96	12	108	68.8

EW60  
CLIR TSL SV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 636  
Number luminaires used = 12  
kw these luminaires = 7.6

M20  
CLIR TSL SV 650W  
Light Loss Factor = 0.950  
Watts per luminaire = 637  
Number luminaires used = 96  
kw these luminaires = 61.1



WILLIAM GEORGE PARK - SPRINGDALE - AR - SOC- D1

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## PART C

### PRODUCT INFORMATION



High Performance LED System

# CLIR® TSL SERIES



**ENERGY EFFICIENT**



**INSTANT ON/OFF**



**ADVANCED CONTROL OPTIONS**



**LOW COST OF OWNERSHIP**

This state-of-the-art LED lighting source boasts several key features. It incorporates an advanced solid-state design in an aluminum powder coated housing to increase durability. Optimal thermal management further safeguards system stability. The use of unique “multi-scale lenses” ensures uniform light distribution and minimizes glare. A circuitry system with ultra-low EMI noise generation eliminates electrical interference. A Digital Contactor™ smart system offers integrated wireless control benefits while remaining compatible with legacy mechanical contactors in retrofit applications. Additionally, the lighting system is pre-aimed and pre-wired with simple bolt on mounting template for ease of installation. Guaranteed light levels provide end users peace of mind with low life-cycle costs and little to no maintenance. Overall, this lighting system is an efficient, durable, and reliable choice for all your sports lighting needs.

## FEATURES

**HOUSING:** Aluminum Powder Coated

**SYSTEM WATTS:** 650W

**VISOR:** Standard/Extended

**CCT:** 5700K

**BEAM ANGLE:** Narrow/Medium/Wide/Extra Wide

**POWER FACTOR:** 0.95

**FIXTURE WEIGHT:** 32 lbs

**OPERATING TEMP:** -40°C to +55°C

**LUMEN OUTPUT:** 87,000

**DRIVER:** Integral/Remote

**CRI:** >70Ra

**EPA:** 1.4

**INPUT VOLTAGE:** 208-480V

**IP RATING:** IP66

**THD:** <15%

**L70 TESTED:** >100,000 hours

**SURGE PROTECTION:** 10kA Current Surge\*

\*additional 75 kA protection in remote enclosure



**RoHS**  
COMPLIANT

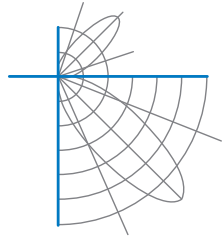


**Advantage!**

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**SPORT LIGHTING**

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# Report of Test

## LLIA001931-002

Catalog Number: GeoSport CLIR-EW-650-SV

Yoke mounted. Grey painted cast and extruded aluminum housing and formed two-piece steel visor.

228 white LEDs on white LED board, clear plastic cover with integral optic below each LED.

Two Inventronics ESM-320S760MG LED drivers.

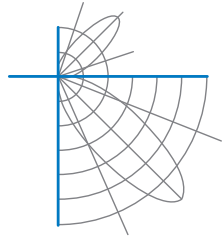
480.0Vac, 60.00Hz, 1.364A, 636.2W, 0.971PF, 8.0%THD(i)



### Performance Summary

Total Light Output	81478	lm	Illuminance at 10m	778.7 lux
Luminaire Power	636.1	W	Beam Distance	558.1 Meters (to 0.25 lux)
Luminous Efficacy	128.1	lm/W		
Beam Spread (50%)	55.1° V x 63.6° H		Maximum Intensity	77871 cd
Field Spread (10%)	88.4° V x 103.1° H			
NEMA Type	6H x 5V			

**PREPARED FOR : GeoSport Lighting, 7080 St. Gabriel Ave., St. Gabriel, LA 70776, USA**



# Report of Test

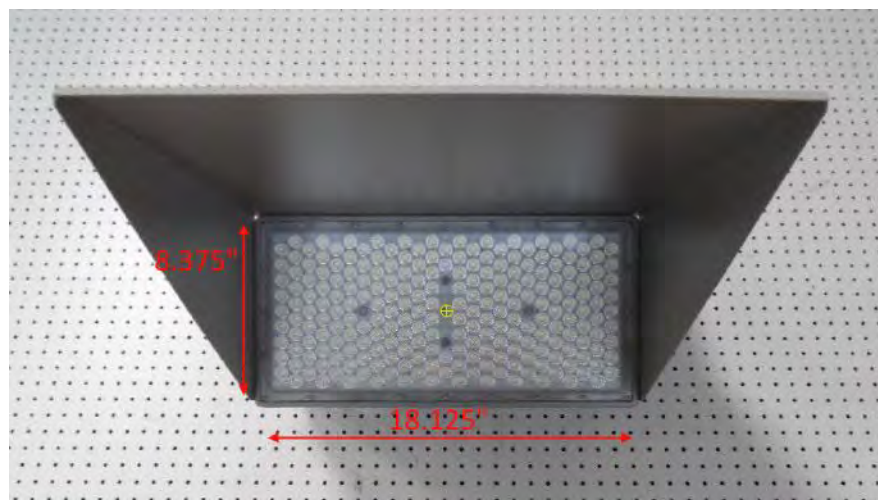
## LLIA001952-004

Catalog Number: GeoSport CLIR-TSL-650-EW-EV

Yoke mounted. Grey painted cast and extruded aluminum housing and formed steel visor.  
228 white LEDs on white LED board, clear plastic cover with integral optic below each LED.

Two Inventronics ESM-320S760MG LED drivers.

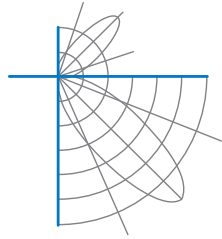
480.0Vac, 60.00Hz, 1.365A, 636.2W, 0.971PF, 8.2%THD(i)



### Performance Summary

Total Light Output	69515	lm	Illuminance at 10m	822.2 lux
Luminaire Power	636.2	W	Beam Distance	573.5 Meters (to 0.25 lux)
Luminous Efficacy	109.3	lm/W		
Beam Spread (50%)	45.9° V x 57.4° H		Maximum Intensity	82224 cd
Field Spread (10%)	75.5° V x 95.3° H			
NEMA Type	5H x 5V			

**PREPARED FOR : GeoSport Lighting, 7080 St. Gabriel Ave., St. Gabriel, LA 70776, USA**



# Report of Test

## LLIA001931-001

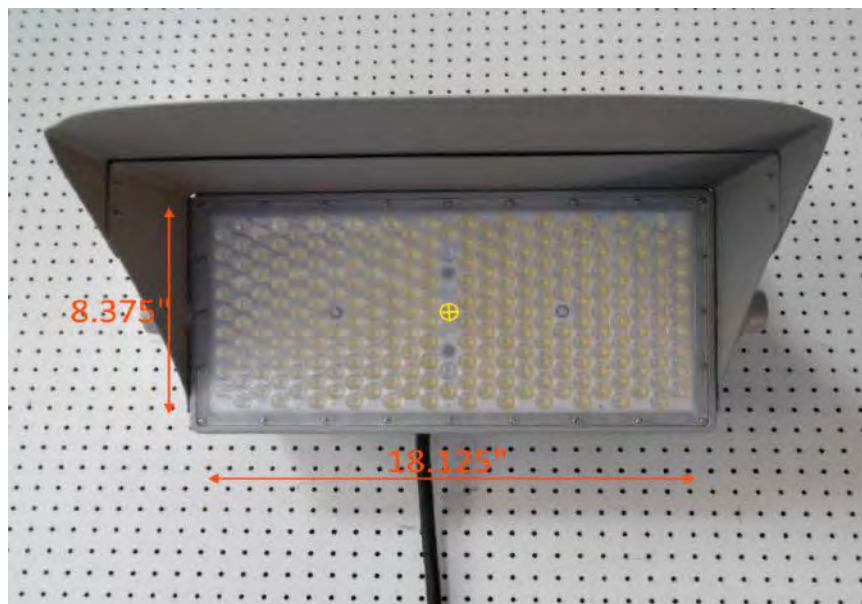
Catalog Number: GeoSport CLIR-W-650-SV

Yoke mounted. Grey painted cast and extruded aluminum housing and formed two-piece steel visor.

228 white LEDs on white LED board, clear plastic cover with integral optic below each LED.

Two Inventronics ESM-320S760MG LED drivers.

480.0Vac, 60.00Hz, 1.372A, 639.6W, 0.971PF, 7.9%THD(i)

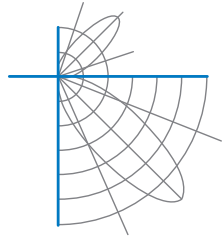


### Performance Summary

Total Light Output	86994	lm	Illuminance at 10m	2628 lux
Luminaire Power	639.7	W	Beam Distance	1025.3 Meters (to 0.25 lux)
Luminous Efficacy	136.0	lm/W	Maximum Intensity	262800 cd
Beam Spread (50%)	11.9° V x 12.8° H			
Field Spread (10%)	29.0° V x 30.7° H			
NEMA Type	4H x 4V			

**PREPARED FOR : GeoSport Lighting, 7080 St. Gabriel Ave., St. Gabriel, LA 70776, USA**





# Report of Test

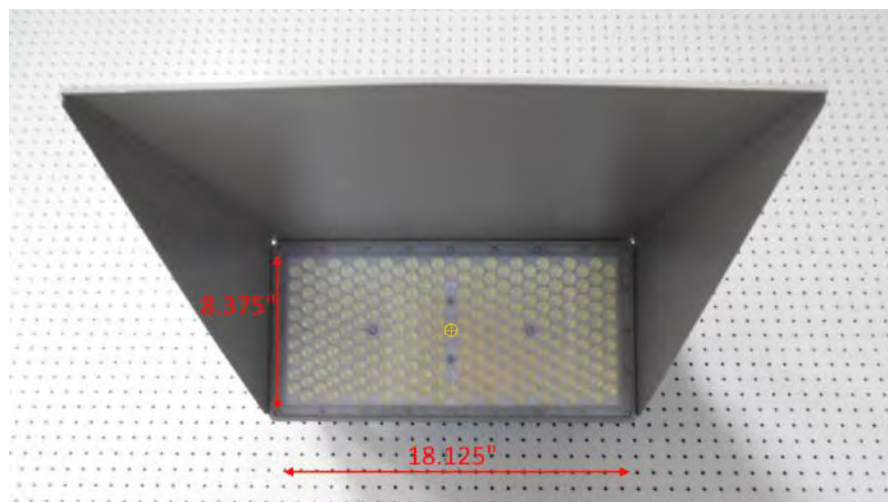
## LLIA001952-003

Catalog Number: GeoSport CLIR-TSL-650-W-EV

Yoke mounted. Grey painted cast and extruded aluminum housing and formed steel visor.  
228 white LEDs on white LED board, clear plastic cover with integral optic below each LED.

Two Inventronics ESM-320S760MG LED drivers.

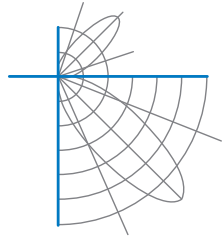
480.0Vac, 60.00Hz, 1.372A, 639.8W, 0.971PF, 7.8%THD(i)



### Performance Summary

Total Light Output	79047	lm	Illuminance at 10m	2646 lux
Luminaire Power	639.8	W	Beam Distance	1028.8 Meters (to 0.25 lux)
Luminous Efficacy	123.5	lm/W		
Beam Spread (50%)	26.5° V x 29.5° H		Maximum Intensity	264600 cd
Field Spread (10%)	47.9° V x 54.3° H			
NEMA Type	4H x 4V			

**PREPARED FOR : GeoSport Lighting, 7080 St. Gabriel Ave., St. Gabriel, LA 70776, USA**



# Report of Test

## LLIA001926-002

Catalog Number: GeoSport CLIR-M-650-SV

Yoke mounted. Grey painted cast and extruded aluminum housing and formed two-piece steel visor.

228 white LEDs on white LED board, clear plastic cover with integral optic below each LED.

Two Inventronics ESM-320S760MG LED drivers.

480.0Vac, 60.00Hz, 1.366A, 636.7W, 0.971PF, 8.2%THD(i)

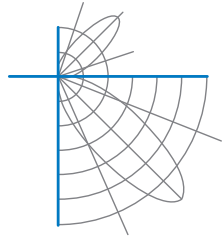


### Performance Summary

Total Light Output	87398 lm	Illuminance at 10m	3434 lux
Luminaire Power	636.7 W	Beam Distance	1172.0 Meters (to 0.25 lux)
Luminous Efficacy	137.3 lm/W		
Beam Spread (50%)	22.3° V x 22.8° H	Maximum Intensity	343400 cd
Field Spread (10%)	49.1° V x 51.8° H		
NEMA Type	4H x 4V		

**PREPARED FOR : GeoSport Lighting, 7080 St. Gabriel Ave., St. Gabriel, LA 70776, USA**





# Report of Test

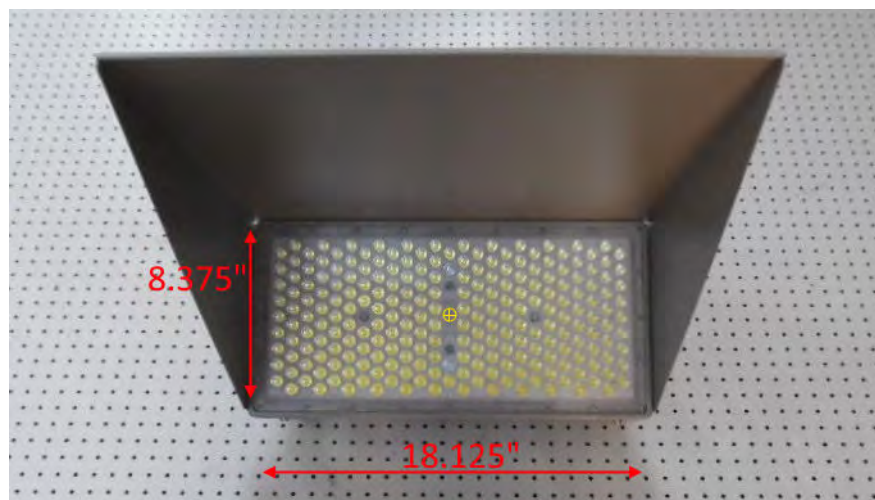
## LLIA001952-002

Catalog Number: GeoSport CLIR-TSL-650-M-EV

Yoke mounted. Grey painted cast and extruded aluminum housing and formed steel visor.  
228 white LEDs on white LED board, clear plastic cover with integral optic below each LED.

Two Inventronics ESM-320S760MG LED drivers.

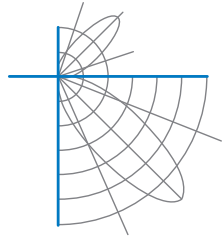
480.0Vac, 60.00Hz, 1.366A, 636.8W, 0.971PF, 8.3%THD(i)



### Performance Summary

Total Light Output	78765	lm	Illuminance at 10m	3462 lux
Luminaire Power	636.8	W	Beam Distance	1176.8 Meters (to 0.25 lux)
Luminous Efficacy	123.7	lm/W		
Beam Spread (50%)	20.6° V x 22.0° H		Maximum Intensity	346200 cd
Field Spread (10%)	44.1° V x 48.7° H			
NEMA Type	4H x 3V			

**PREPARED FOR : GeoSport Lighting, 7080 St. Gabriel Ave., St. Gabriel, LA 70776, USA**



# Report of Test

## LLIA001926-001

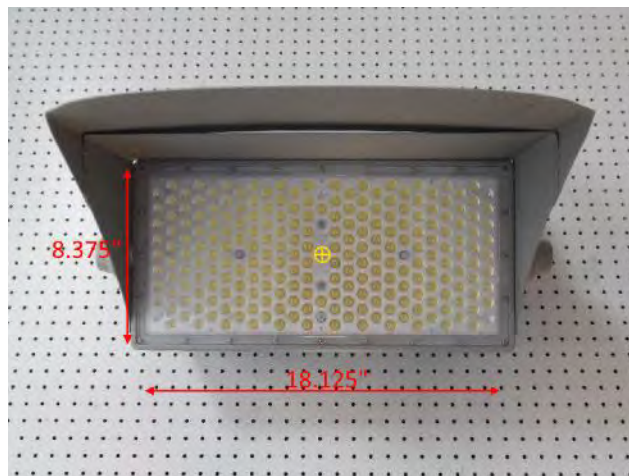
Catalog Number: GeoSport CLIR-N-650-SV

Yoke mounted. Grey painted cast and extruded aluminum housing and formed two-piece steel visor.

224 white LEDs on white LED board, clear plastic cover with integral optic below each LED.

Two Inventronics ESM-320S760MG LED drivers.

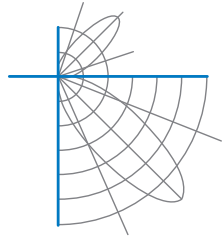
480.0Vac, 60.00Hz, 1.350A, 629.2W, 0.971PF, 8.2%THD(i)



### Performance Summary

Total Light Output	79478	lm	Illuminance at 10m	7457 lux
Luminaire Power	629.1	W	Beam Distance	1727.1 Meters (to 0.25 lux)
Luminous Efficacy	126.3	lm/W		
Beam Spread (50%)	11.9° V x 12.8° H		Maximum Intensity	745700 cd
Field Spread (10%)	31.5° V x 33.6° H			
NEMA Type	3H x 3V			

**PREPARED FOR : GeoSport Lighting, 7080 St. Gabriel Ave., St. Gabriel, LA 70776, USA**



# Report of Test

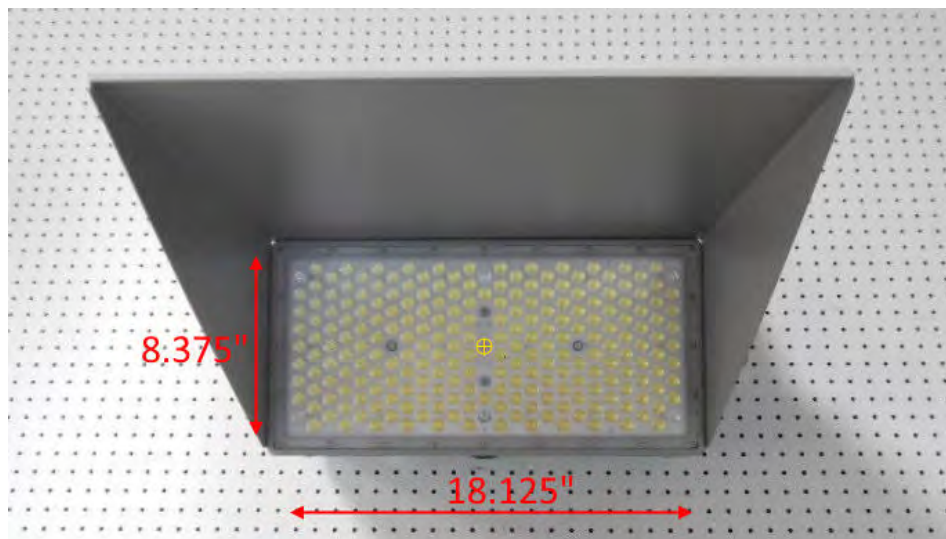
## LLIA001952-001

Catalog Number: GeoSport CLIR-TSL-650-N-EV

Yoke mounted. Grey painted cast and extruded aluminum housing and formed steel visor.  
224 white LEDs on white LED board, clear plastic cover with integral optic below each LED.

Two Inventronics ESM-320S760MG LED drivers.

479.8Vac, 60.00Hz, 1.350A, 628.9W, 0.971PF, 8.2%THD(i)



### Performance Summary

Total Light Output	74024	lm	Illuminance at 10m	7471 lux
Luminaire Power	628.9	W	Beam Distance	1728.7 Meters (to 0.25 lux)
Luminous Efficacy	117.7	lm/W		
Beam Spread (50%)	11.7° V x 12.7° H		Maximum Intensity	747100 cd
Field Spread (10%)	29.5° V x 32.6° H			
NEMA Type	3H x 3V			

**PREPARED FOR : GeoSport Lighting, 7080 St. Gabriel Ave., St. Gabriel, LA 70776, USA**



## PART D

### CONTROLS

## GEOSPORT TEXT TO LIGHT SYSTEM

The GeoSport Text To Light System allows authorized users to control the field lighting via text messaging. This system requires no mobile app and is very simple to use allowing authorized users to control the field lighting from any location that they have mobile phone service. Only authorized users are able to control field lighting via text.

## TEXT TO LIGHT SYSTEM COMPONENTS

There are three main components to the Text To Light System- an Outdoor Smart Gateway, Light Controller(s) and a system server hosted in the cloud on Amazon Web Services. There is a monthly charge for the system server. First, an Outdoor Smart Gateway is installed. The Smart Gateway uses a 32 bit high end processor to enable



Outdoor Smart Gateway

secure wireless communication. It requires 120v power, a Cat5 ethernet connection to the internet or an AT&T Data SIM Card. Please note, no other carrier SIM card will work and the AT&T FirstNet SIM Card WILL NOT WORK in the smart gateway. You can order

your Smart Gateway with an AT&T SIM card (an additional monthly data fee will be charged) or you may provide your own. Depending on the size of your site, you may require multiple Smart Gateways. The Smart Gateway connects to the Text To Light Server which is hosted on Amazon Web Services and requires an additional monthly service fee. This server receives text message commands from authorized users and turns them into commands to the Smart Gateway which then sends commands to the light controller(s).



Light Controller

Typically light controllers are installed one per field or one per pole. If controllers are installed one per pole, on/off functions can still occur on a per field basis even if field lights are on a shared pole. To utilize the system, first a list of authorized users must be presented by the owner. The authorized users will receive a text with instructions on how to use the system as well as the phone number in a contact format which should be saved in their contact on their mobile device. Owners can add an authorized user by emailing the users full name and mobile phone number including the area code to [text@geosportlighting.com](mailto:text@geosportlighting.com) Once authorized users are in the system, users simply text commands to the system. Please note, there is a slight delay from the time a text message is sent and the system receives and responds to this text message. Once the system has executed the command sent, the sender/user will receive a text back from the system confirming the command has been executed or notifying the user if there is an error.



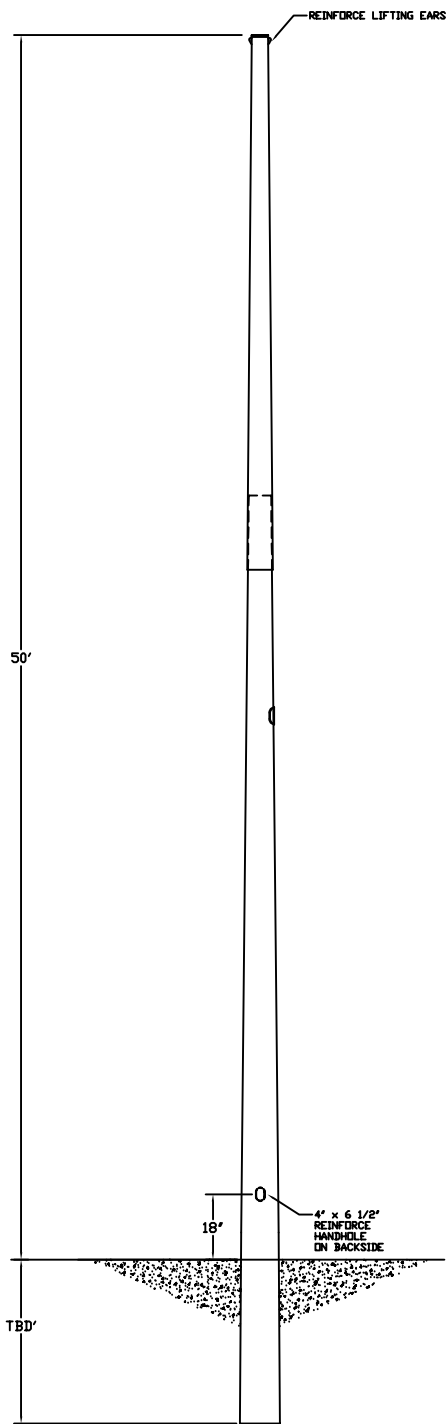




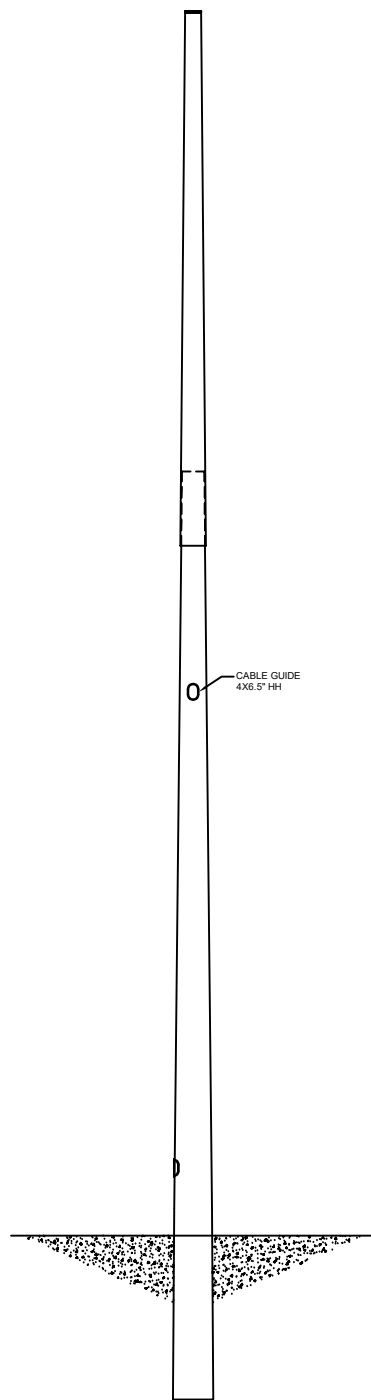
## **PART E**

### **POLES / STRUCTURAL**

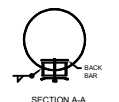
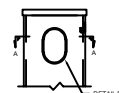
**\* POLE DETAILS AND STAMPED FOUNDATION DESIGNS  
TO BE PROVIDED UPON AWARD OF CONTRACT.**



FRONT VIEW

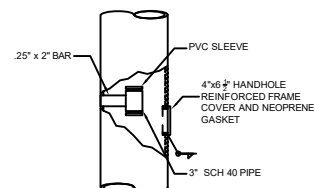


SIDE VIEW

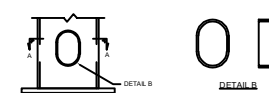


HANDHOLE COVER

3 X 5" REINFORCE HANDHOLE

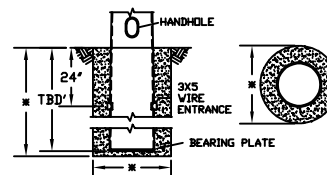


CABLE GUIDE



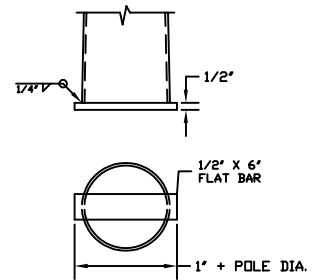
4 X 6 1/2" REINFORCE HANDHOLE

POLE DIMENSION



■ DIMENSIONS TO BE DETERMINED BY ENGINEER.

NOTE:  
EXTERIOR TOP COATED WITH COAL  
TAR MASTIC FOR EMBEDMENT  
DEPTH PLUS 6".



COMPONENT	SPECIFICATION
POLE TOP	ASTM A572 GR. 65
POLE BOTTOM	ASTM A572 GR. 65
MISC. STEEL	ASTM A36

GENERAL NOTES:

1. ALL HARDWARE TO BE GALVANIZED TO ASTM A153.
2. POLE ASSEMBLY TO BE GALVANIZED TO ASTM A153.
3. ALL WELDING TO CONFORM TO AWS D1.1 MOST RECENT EDITION.
4. DESIGN INCORPORATE GUST FACTOR PER REF CODE.
5. REFER TO GENERAL INSTALLATION INSTRUCTIONS PRIOR TO ASSEMBLY.

FINISH:	WIND SPEED:	DESIGN CRITERIA:
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<input type="checkbox"/> PAINTED	<input type="checkbox"/> 90 MPH <input type="checkbox"/> 120 MPH	<input checked="" type="checkbox"/> ASHTO LTS 6 <input type="checkbox"/> DSA
<input type="checkbox"/> PAINTED & GALV	<input type="checkbox"/> 100 MPH <input type="checkbox"/> MPH	<input type="checkbox"/> ASCE 7-10 <input type="checkbox"/> UBC

FOUNDATION

BEARING PLATE

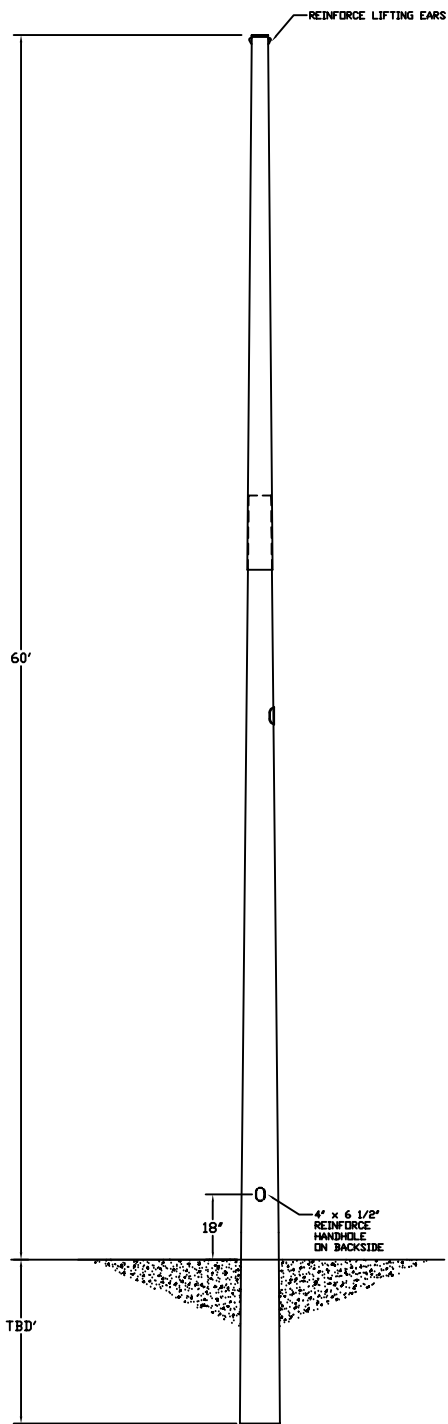
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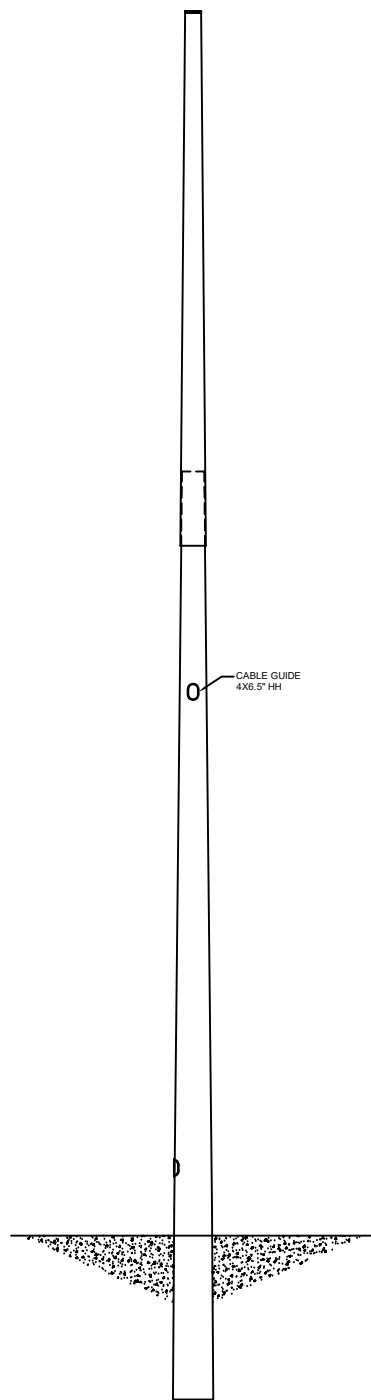
**MSM**  
Makers Sales and Marketing, LLC

PO BOX 14537  
HALTOM CITY, TX 76117  
METRO (817) 834-5538  
TOLL FREE (866) 724-4527  
FAX (817) 831-6088

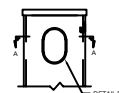
TYPICAL 50' POLE



FRONT VIEW

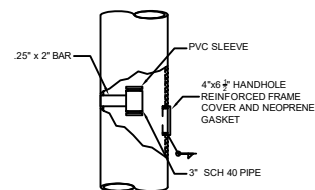


SIDE VIEW

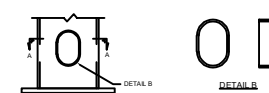


SECTION A-A

3 X 5" REINFORCE HANDHOLE



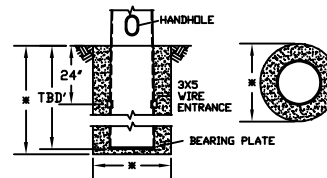
CABLE GUIDE



SECTION A-A

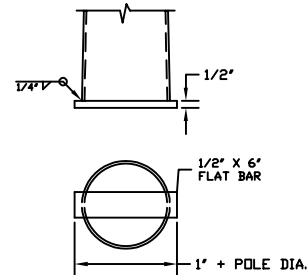
4 X 6 1/2" REINFORCE HANDHOLE

POLE DIMENSION



■ DIMENSIONS TO BE DETERMINED BY ENGINEER.

NOTE:  
EXTERIOR TOP COATED WITH COAL  
TAR MASTIC FOR EMBEDMENT  
DEPTH PLUS 6\"/>



COMPONENT	SPECIFICATION
POLE TOP	ASTM A572 GR. 65
POLE BOTTOM	ASTM A572 GR. 65
MISC. STEEL	ASTM A36

GENERAL NOTES:  
1. ALL HARDWARE TO BE GALVANIZED TO ASTM A153.  
2. POLE ASSEMBLY TO BE GALVANIZED TO ASTM A153.  
3. ALL WELDING TO CONFORM TO AWS D1.1 MOST RECENT EDITION.  
4. DESIGN INCORPORATE GUST FACTOR PER REF CODE.  
5. REFER TO GENERAL INSTALLATION INSTRUCTIONS PRIOR TO ASSEMBLY.

FINISH:	WIND SPEED:	DESIGN CRITERIA:
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<input type="checkbox"/> PAINTED	<input type="checkbox"/> 90 MPH <input type="checkbox"/> 120 MPH	<input checked="" type="checkbox"/> ASHTO LTS 6 <input type="checkbox"/> DSA
<input type="checkbox"/> PAINTED & GALV	<input type="checkbox"/> 100 MPH <input type="checkbox"/> MPH	<input type="checkbox"/> ASCE 7-10 <input type="checkbox"/> UBC

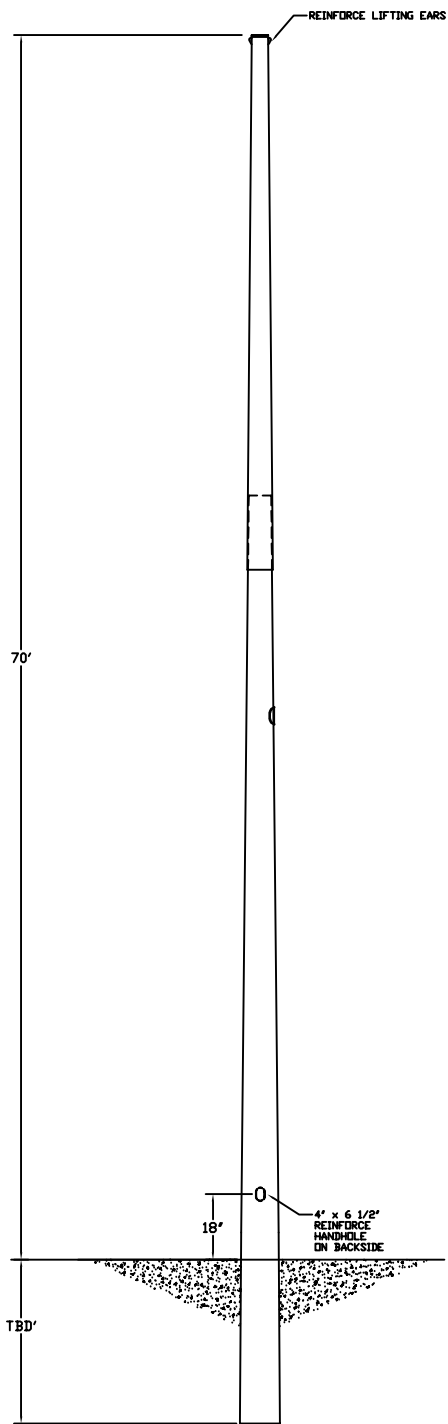
FOUNDATION

BEARING PLATE

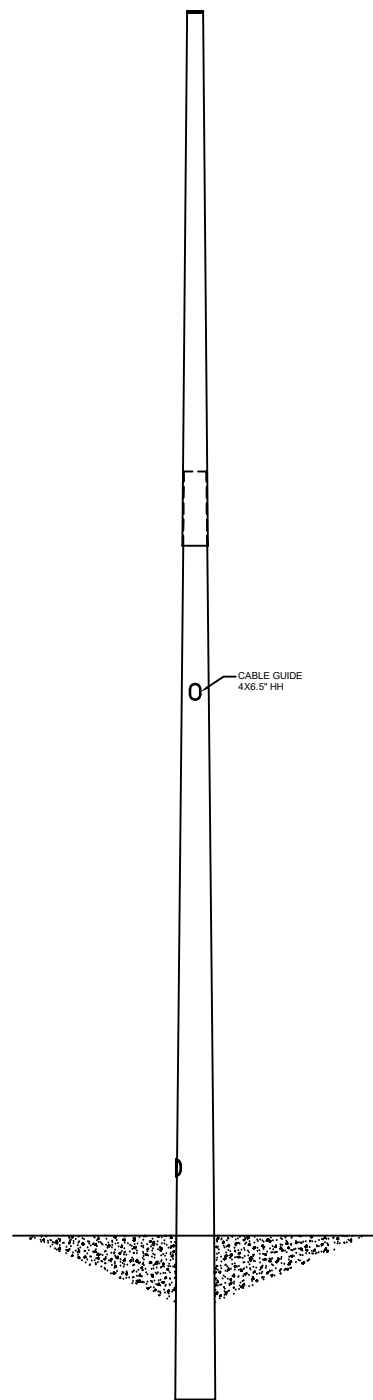
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<b>MSM</b> Makers Sales and Marketing, LLC PO BOX 14537 HALTOM CITY, TX 76117 METRO (817) 834-5538 TOLL FREE (866) 724-4527 FAX (817) 831-6088			

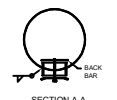
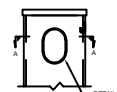
TYPICAL 60' POLE



FRONT VIEW

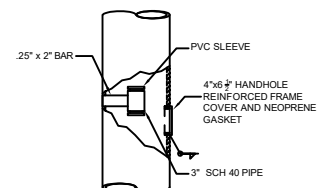


SIDE VIEW

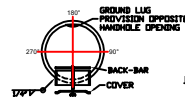
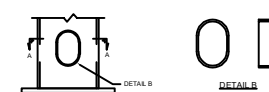


HANDHOLE COVER

3 X 5" REINFORCE HANDHOLE



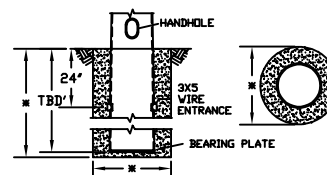
CABLE GUIDE



HANDHOLE COVER

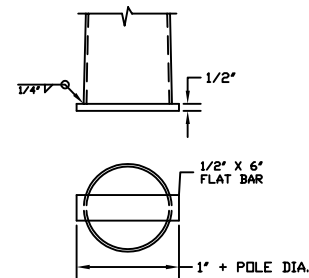
4 X 6 1/2" REINFORCE HANDHOLE

POLE DIMENSION



■ DIMENSIONS TO BE DETERMINED BY ENGINEER.

NOTE:  
EXTERIOR TOP COATED WITH COAL  
TAR MASTIC FOR EMBEDMENT  
DEPTH PLUS 6".



COMPONENT	SPECIFICATION
POLE TOP	ASTM A572 GR. 65
POLE BOTTOM	ASTM A572 GR. 65
MISC. STEEL	ASTM A36

GENERAL NOTES:

1. ALL HARDWARE TO BE GALVANIZED TO ASTM A153.
2. POLE ASSEMBLY TO BE GALVANIZED TO ASTM A153.
3. ALL WELDING TO CONFORM TO AWS D1.1 MOST RECENT EDITION.
4. DESIGN INCORPORATE GUST FACTOR PER REF CODE.
5. REFER TO GENERAL INSTALLATION INSTRUCTIONS PRIOR TO ASSEMBLY.

FINISH:	WIND SPEED:	DESIGN CRITERIA:
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<input type="checkbox"/> PAINTED	<input type="checkbox"/> 90 MPH <input type="checkbox"/> 120 MPH	<input checked="" type="checkbox"/> ASHTO LTS 6 <input type="checkbox"/> DSA
<input type="checkbox"/> PAINTED & GALV	<input type="checkbox"/> 100 MPH <input type="checkbox"/> MPH	<input type="checkbox"/> ASCE 7-10 <input type="checkbox"/> UBC

FOUNDATION

BEARING PLATE

MATERIAL SPECIFICATIONS

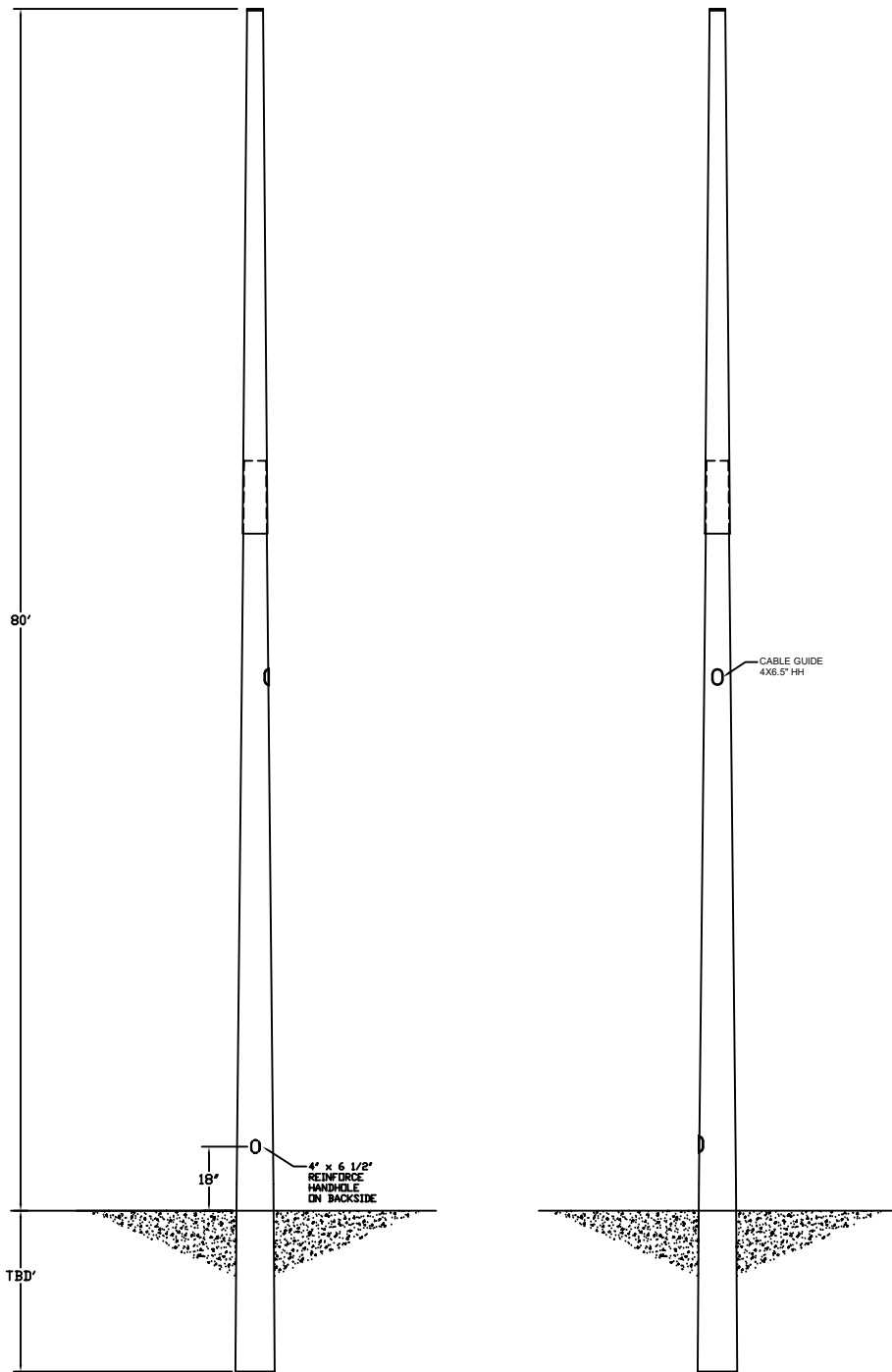
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**MSM**  
Makers Sales and Marketing, LLC

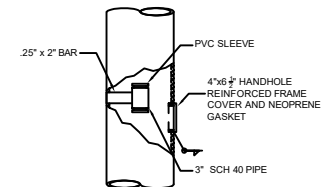
PO BOX 14537  
HALTOM CITY, TX 76117  
METRO (817) 834-5538  
TOLL FREE (866) 724-4527  
FAX (817) 831-6088

TYPICAL 70' POLE

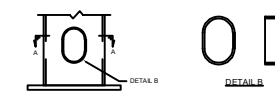




3 X 5" REINFORCE HANDHOLE

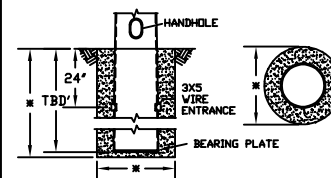


CABLE GUIDE



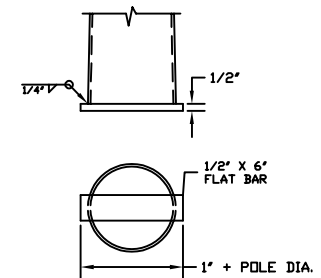
4 X 6 1/2" REINFORCE HANDHOLE

#### POLE DIMENSION



■ DIMENSIONS TO BE DETERMINED BY ENGINEER.

NOTE:  
EXTERIOR TOP COATED WITH COAL  
TAR MASTIC FOR EMBEDMENT  
DEPTH PLUS 6".



COMPONENT	SPECIFICATION
POLE TOP	ASTM A572 GR. 65
POLE BOTTOM	ASTM A572 GR. 65
MISC. STEEL	ASTM A36

GENERAL NOTES:  
1. ALL HARDWARE TO BE GALVANIZED TO ASTM A153.  
2. POLE ASSEMBLY TO BE GALVANIZED TO ASTM A153.  
3. ALL WELDING TO CONFORM TO AWS D1.1 MOST RECENT EDITION.  
4. DESIGN INCORPORATE GUST FACTOR PER REF CODE.  
5. REFER TO GENERAL INSTALLATION INSTRUCTIONS PRIOR TO ASSEMBLY.

FINISH:	WIND SPEED:	DESIGN CRITERIA:
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<input type="checkbox"/> PAINTED	<input type="checkbox"/> 90 MPH <input type="checkbox"/> 120 MPH	<input checked="" type="checkbox"/> ASHTO LTS 6 <input type="checkbox"/> DSA
<input type="checkbox"/> PAINTED & GALV	<input type="checkbox"/> 100 MPH <input type="checkbox"/> MPH	<input type="checkbox"/> ASCE 7-10 <input type="checkbox"/> UBC

#### FOUNDATION

#### BEARING PLATE

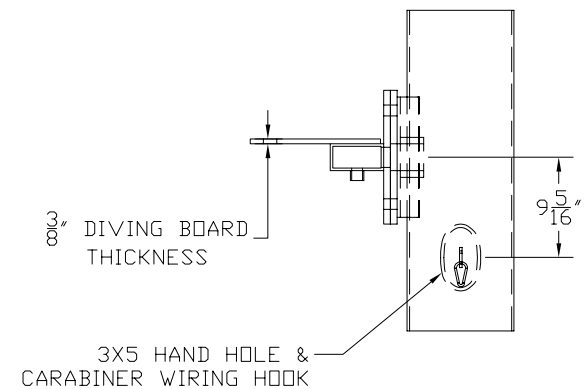
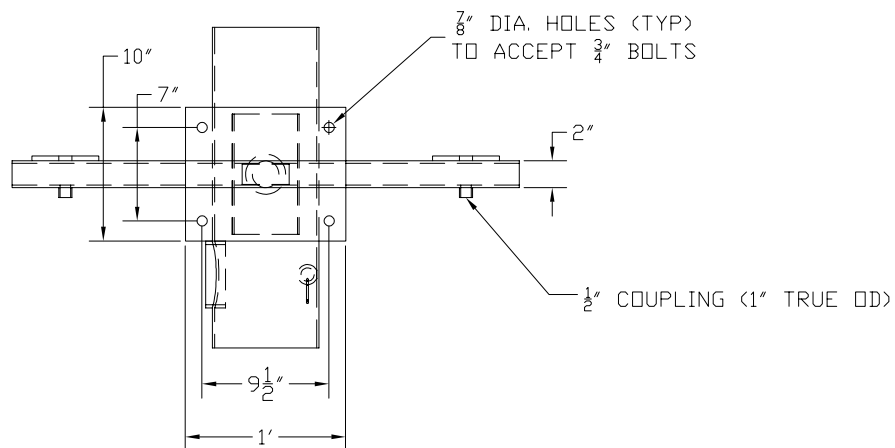
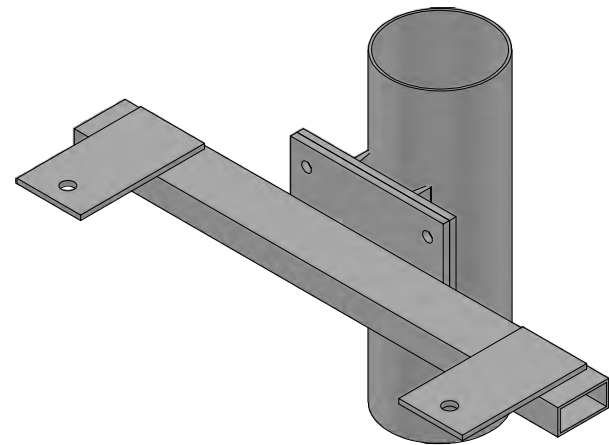
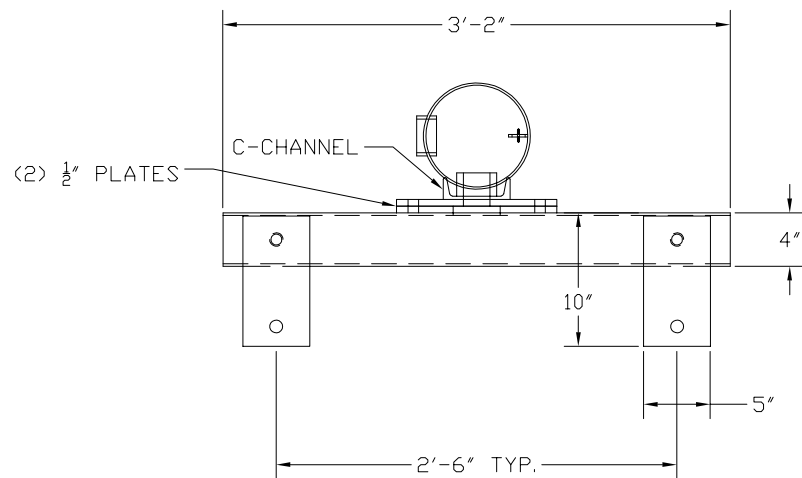
#### MATERIAL SPECIFICATIONS

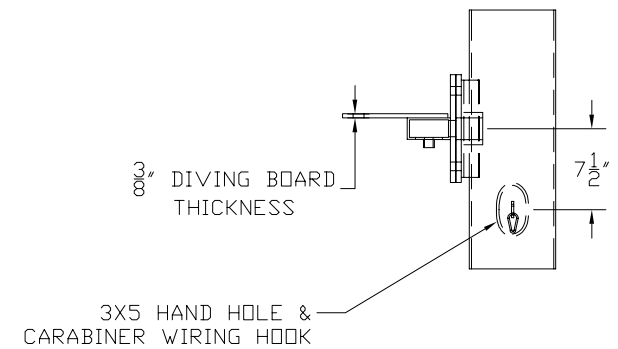
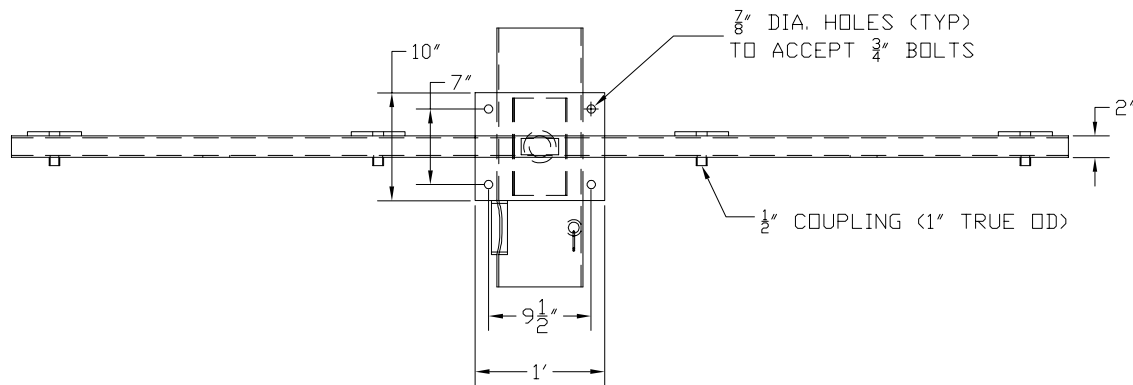
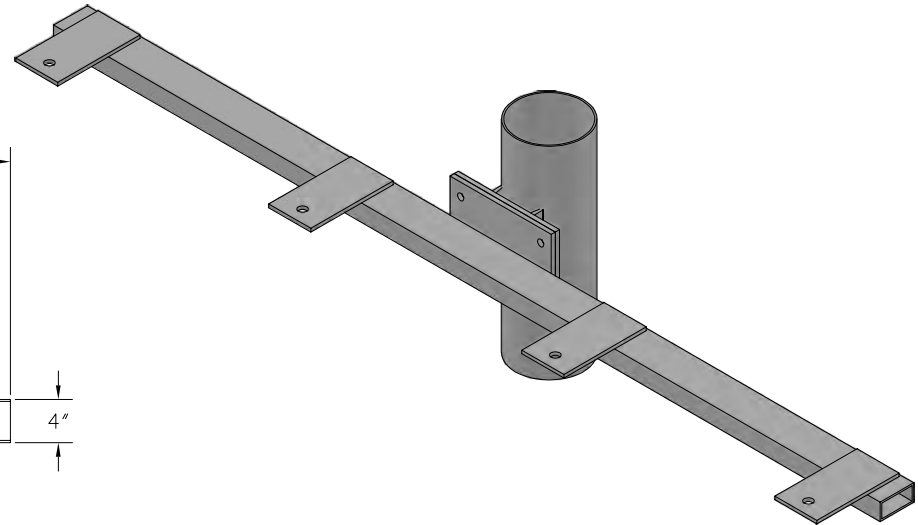
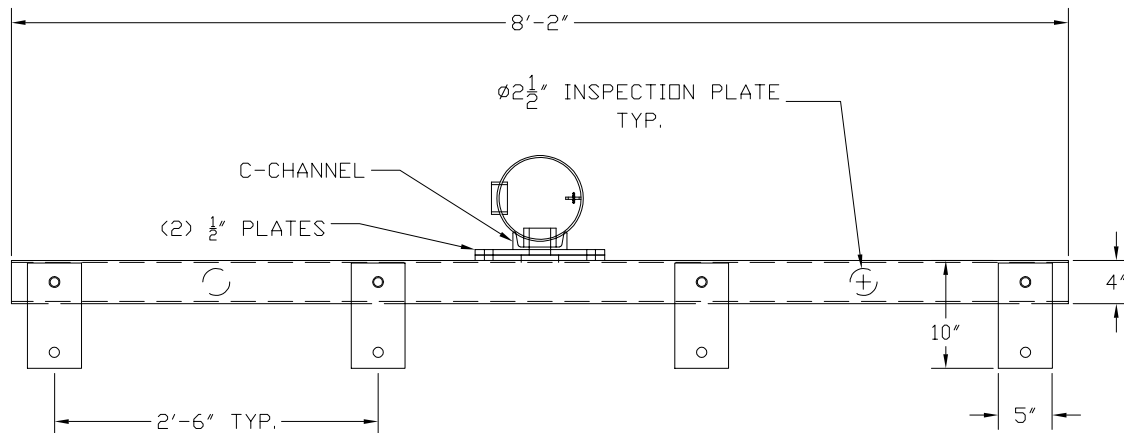
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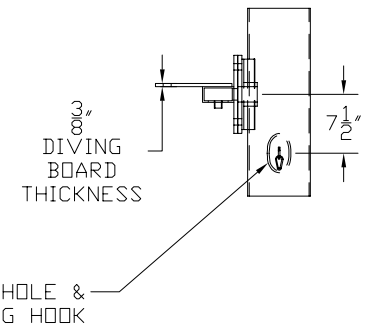
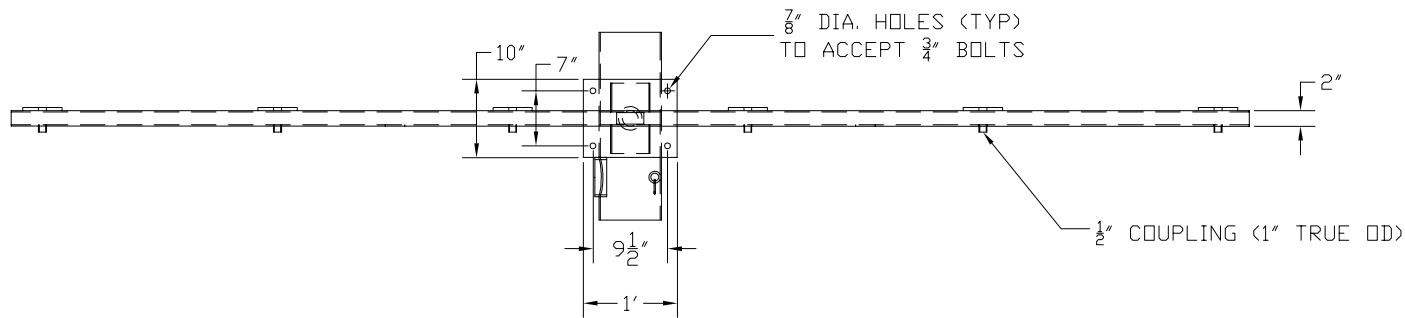
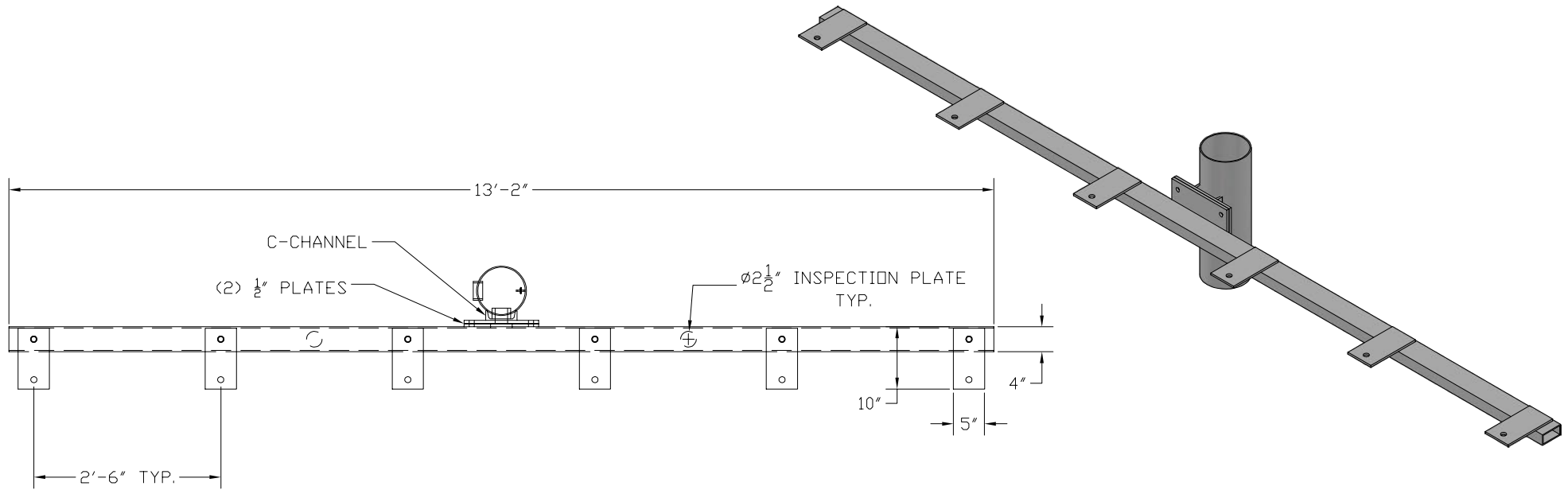
**MSM**  
Makers Sales and Marketing, LLC

PO BOX 14537  
HALTOM CITY, TX 76117  
METRO (817) 834-5538  
TOLL FREE (866) 724-4527  
FAX (817) 831-6088

#### TYPICAL 80' POLE











## PART F

### PERFORMANCE GUARANTEE



## PERFORMANCE GUARANTEE

Thank you for considering GeoSport Lighting Systems, LLC for the City of Springdale, Arkansas sports lighting project.

We are pleased to offer our GeoSport® CLIR TSL 650w LED luminaires to light your athletic fields/courts. This LED system uses state of the art technology, is manufactured in the United States, and adheres to the highest quality standards that GeoSport Lighting Systems has built its reputation on.

The enclosed design/layout provides guaranteed light level performance based on averages and uniformities in bid specifications and shown on included designs. We also guarantee the maximum kilowatt consumption as shown on designs.

As a pre-aimed, pre-wired system, our guarantee requires that proper input voltage is maintained and that installation including individual fixture aiming is completed properly by a licensed electrical contractor. We understand that sometimes unforeseen conditions can dictate layout changes, so during installation we guarantee to react and assist as quickly as possible to help ensure great results for the City of Springdale.

Sincerely,  
The GeoSports Lighting Team

Rollie Madison - Sr. Project Manager  
GeoSport Lighting Systems, LLC  
Company Rep Signature

9/20/2023

Date



## PART G

### WARRANTY



## 25 YEAR MAINTENANCE FREE PRODUCT WARRANTY TERMS AND CONDITIONS

Service under this Contract is provided by GeoSport Lighting Systems, LLC (GSL). Services completed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Warranted Product(s) to original design conditions provided such service is necessitated by failure of the Warranted Product(s) during normal usage. This Contract covers Product(s) consisting of GeoSport™ Lighting LED System.

"We", "us" and "our" mean GSL. "You" and "your" mean the Purchaser of the Warranted Product(s). No one has the authority to change this Contract without the prior written approval of GSL. GSL shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

1. **Special Warranty:** Manufacturer's standard form in which manufacturer agrees to repair or replace components of luminaires, lamps, and luminaire alignment products and to correct misalignment that occurs subsequent to successful acceptance tests. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, and unauthorized repairs and alterations from special warranty coverage.
2. **Warranty Period:** Twenty-five (25) year(s) from date of Substantial Completion. Includes guaranteed light levels for warranty period.
3. **Hours of Usage:** Designs shall be based on the following hours of usage:
4. **Service Availability:** Maintenance service specialists shall be available 8:00am to 5:00pm Central Standard Time, and services shall be performed during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice. GSL will exercise all reasonable efforts to perform service under this Contract but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
5. **Repair Determination:** GSL will utilize the monitoring system and/or any information provided by the customer to determine when the usage of the field is materially impacted. From this information, GSL will determine repair and/or replacement of Warranted Product(s) and parts. Repair will be with product(s) of similar kind and quality. Labor shall be covered when 10% of total fixtures are not working properly.

**Your Requirements Under this Contract:** In addition, you assure: full cooperation with GSL technicians and authorized servicers during diagnosis and repair of the Warranted Product(s); reasonable accessibility of the Warranted Product(s); a non-threatening and safe environment for service. You agree to check and replace fuses as needed. GSL provides spare fuses in each A-pole enclosure. GSL will replace spare fuses used. You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Avoiding this practice must be discussed with GSL's Warranty Department.

6. **Service Limitations Not Covered by this Contract:** Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Warranted Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-GSL equipment, or acts of nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes or lightning)



## 25 YEAR MAINTENANCE FREE PRODUCT WARRANTY TERMS AND CONDITIONS

### 7. Contract Limitations:

a. Exclusions from coverage: in no event will GSL be liable for any special, indirect, incidental or resulting damages which include, but are not limited to, any delay in rendering service or loss of use during the repair period of the Warranted Product(s) or while otherwise awaiting parts.

b. Limitation of liability: to the extent permitted by applicable law, the liability of GSL, if any, for any allegedly defective Warranted Product(s) or components shall be limited to repair or replacement of the Warranted Product(s) or components at GSL's option. This contract is your sole express warranty with respect to the Warranted Product(s). All implied warranties with respect to the Warranted Product(s) including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, are hereby expressly excluded.

c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12-month period does not fall within the scope of the Bond and shall be the sole responsibility of GSL.

d. GSL requires reasonable access for a crane or man lift equipment to service the lighting system. GSL will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the proper manner over the designated access route.

e. Obsolescence or Environmental Restrictions: If during any maintenance or other work performed under this Warranty, any of the parts of the Warranted Product(s) are found to be either obsolete, no longer available, or prohibited by any state or federal agency, GSL shall replace said parts with comparable parts and materials with equal operating characteristics solely at GSL discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, GSL shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.

8. Transfer and Assignment: Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of GSL; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.

9. Governing Law: Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Louisiana.

Subrogation: In the event GSL repairs or replaces any Warranted Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to GSL. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before GSL retains any amounts it may recover.

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GeoSport Lighting Systems, LLC  
Company Rep Signature

Date of Substantial Completion



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

**A RESOLUTION TO WAIVE COMPETITIVE  
BIDDING AND TO PURCHASE A FIRE TRUCK AND  
RELATED EQUIPMENT.  
2023 BOND PROJECT NO. 23BPF2**

**WHEREAS**, the City of Springdale has entered into the 2023 bond program with the approval of its residents, and

**WHEREAS**, a portion of the 2023 Fire Department bond program was intended to purchase a fire ladder truck, and

**WHEREAS**, the new fire truck will operate out of Fire Station 10, and

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

Section 1. That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104.

Section 2. The Mayor and City Clerk are hereby authorized to execute a contract for the purchase of a Pierce-Custom Enforcer Aerial, HD Ladder 107', in an amount not to exceed \$1,670,000.00, to be paid from the 2023 Fire Bond Fund.

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

**PASSED AND APPROVED** this 24<sup>th</sup> day of October, 2023.

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

ATTEST:

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

APPROVED AS TO FORM

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



# DEPARTMENT FUNDING REQUEST

Department:		Date:
Point of Contact:	Amount Requested: \$	
Date to be Presented to Committee: ____/____/20____		
Brief Description of Funding Request:		
Funding Source: (General Fund, Special Fund, etc.)		
<b>IS IT BUDGETED?</b>		
<b>YES <input type="checkbox"/></b>		<b>NO <input type="checkbox"/></b>
\$0 - \$34,999 No Council approval needed		<input type="checkbox"/> \$0 - \$4,999
Request to waive bidding? <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source		<input type="checkbox"/> \$5,000 - \$34,999 Requires <b>3</b> Quotes
Signature: <i>Blake Holte</i>		<input type="checkbox"/> \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source

Siddons Martin Emergency Group, LLC  
3500 Shelby Lane  
Denton, TX 76207  
GDN P115891  
TXDOT MVD No. A115890

September 28, 2023

Jim Vaughan, Asst Chief  
SPRINGDALE FIRE DEPARTMENT (AR)  
417 S HOLCOMB ST  
SPRINGDALE, AR 72764



### Proposal For: 2023 Springdale Aerial

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to SPRINGDALE FIRE DEPARTMENT (AR). Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB SPRINGDALE FIRE DEPARTMENT (AR) and training on operation and use of the apparatus.

Description	Amount
<b>Qty. 1 - 1274 - Pierce-Custom Enforcer Aerial, HD Ladder 107', PUC (Unit Price - \$1,746,339.00)</b>	
Delivery within 33-34 months of order date	
QUOTE # - SMEG-0006202-1	
	Vehicle Price \$1,746,339.00
	Full Prepay Discount (\$171,013.77)
	Loose Equipment Per Quote 2656 \$93,501.00
	<b>1274 - UNIT TOTAL \$1,668,826.23</b>
	SUB TOTAL \$1,668,826.23
	HGAC FS12-19 (FIRE) \$2,000.00
	<b>TOTAL \$1,670,826.23</b>

Price guaranteed until 10/31/2023

**Additional:** Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.

Full Payment of \$1,670,826.23 due within 7 days of contract signing.

**Taxes:** Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

**Late Fee:** A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

**Cancellation:** In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

**Acceptance:** In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



**Scott Jones**

I, \_\_\_\_\_, the authorized representative of SPRINGDALE FIRE DEPARTMENT (AR), agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

\_\_\_\_\_  
Signature & Date



Siddons-Martin Emergency Group  
3500 Shelby Lane  
Denton, TX, 76207  
USA  
Phone: (940) 315-4948

# ESTIMATE

DO NOT PAY

Customer Info:

SPRINGDALE FIRE DEPT  
417 S HOLCOMB  
Springdale, AR, 72764  
USA

Document Info:

Quote #: 700-0002656  
Taken By: Scott Jones

Item #	Description	Quantity / Unit	Unit Price	Amount
243051	KEY HOSE PRO-FLOW LDH HOSE 5" Stortz x 100' Yellow RC50450-100	12.00 / EA	867.00	10,404.00
243053	KEY HOSE PRO-FLOW HOSE 5" Storz x 50' Yellow RC50450-50	1.00 / EA	583.50	583.50
164962	HOSE, BIG 10, 3" X 25, YELLOW, NH KEY-DP30-800-25-Y-AR	2.00 / EA	218.75	437.50
164968	BIG-10, 3", Y, 50FT, NH ALUMINUM THREADS KEY-DP30-800-50-Y-AR	10.00 / EA	323.50	3,235.00
164822	HOSE, COMBAT READY, 1.75" X 50, BLUE, ARN, NH KEY-DP17-1000-50-B-A	24.00 / EA	316.50	7,596.00
243011	BULLARD QXT THERMAL IMAGER With Charger and Lanyard Red/Black QXTBUNDLE	1.00 / EA	7,041.00	7,041.00
243713	BULLARD ELECTRONIC THERMAL XTETT	1.00 / EA	332.50	332.50
243584	SCOTT AIR-PAK X3 PRO SCBA w/ 4500 SC, C5, Reg QC, UEBSS, SEMES II X8914026305A04	5.00 / EA	7,407.50	37,037.50
240000	SCOTT X3 SNAP CHANGE CYLINDER 4.5, 45 MIN 200129-01	10.00 / EA	1,260.00	12,600.00
242261	SCOTT C5 FACEMASK, MEDIUM C5 with Comms FP1MK0002M10010	5.00 / EA	1,371.50	6,857.50
241966	SCOTT C5 FACEPIECE CHARGER CF5V2DH0	2.00 / EA	735.00	1,470.00
240192	SCOTT BATTERY PACK, LITHIUM 201506-01	5.00 / EA	95.50	477.50
185183	18" PPV, 2x12Ah Bat., 2xAC Chargers, Shore Power SVI-V18-BD-12-SP	1.00 / EA	5,179.00	5,179.00





Siddons-Martin Emergency Group  
3500 Shelby Lane  
Denton, TX, 76207  
USA  
Phone: (940) 315-4948

# ESTIMATE

DO NOT PAY

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Document Info:

Quote #: 700-0002656

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155729	155729	1.00 / EA	250.00	250.00
	Freight			
	FREIGHT			

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Total of All Services			
Labor total	\$0.00	Shop supplies	\$0.00
Parts total	\$93,501.00	Core charges	\$0.00
Freight total	\$0.00	Sales tax	\$0.00

**Total: \$93,501.00**  
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