

- **The next City Council Committee Meeting will be held on Monday, March 18th, 2024.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, March 12th, 2024**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Brian Powell

1. Call to Order – Ernest Cate, Pro Tempore
2. Roll Call –Denise Pearce, City Clerk/Treasurer
3. Recognition of a Quorum
 - a. Assign a Council Member to run the meeting.

4. Comments from Citizens

The Council will hear brief comments from citizens present at the meeting during this period on issues not on the agenda. No action will be taken tonight. All comments will be taken under advisement.

5. **A Public Hearing on an Ordinance to vacate an Alley between Block 12 & Block 13 Original Town of Springdale Plat. Presented by Ernest Cate, City Attorney.**

6. Approval of Minutes – **Tuesday, February 27th, 2024.** Pgs. 172-180
7. Procedural Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) 8A, and 12* (*Motion must be approved by two-thirds (2/3) of the council members*).
8. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development
 - A. **An Ordinance** accepting the final plat (FP24-05) of Phase 2 of Barberry Court in the City of Springdale, Arkansas, and Declaring an Emergency. Pgs. 1-5
9. Finance Committee by Chairwoman Amelia Taldo – **All items forwarded from Committee with recommendation for approval.**
 - A. **A Resolution** entering into a Design Build Contract for the construction of Mill Street Park. Presented by Colby Fulfer, Chief of Staff. Pgs. 6-54
 - B. **A Resolution** authorizing the Mayor and City Clerk to enter into a lease agreement with Perks and Re-Creation Disk Golf, LLC, on property owned by the City of Springdale. Presented by Ernest Cate, City Attorney. Pgs. 55-61

- C. **A Resolution** authorizing the transfer of Real Property to the City of Springdale Water and Sewer Commission. Presented by Ernest Cate, City Attorney. Pgs. 62-63
- D. **A Resolution** authorizing the Mayor and City Clerk to enter into a contract with Illinois River Watershed Partnership, for establishment of Spring Creek Vegetative Buffer in Downtown Springdale. Presented by Ben Peters, Engineering Director. Pgs. 64-76
- E. **A Resolution** authorizing the Mayor and City Clerk to enter into a contract with Illinois River Watershed Partnership, for establishment of Spring Creek Tributary Vegetative Buffer in J.B. Hunt Park. Presented by Ben Peters, Engineering Director. Pgs. 77-103
- F. **A Resolution** authorizing the Mayor and City Clerk to enter into a contract with Illinois River Watershed Partnership, for detention pond retrofit in Apple Orchard Subdivision. Presented by Ben Peters, Engineering Director. Pgs. 104-115
- G. **A Resolution** authorizing the payment of a gas line relocation with Black Hills Energy for 40th Street, Project No. 18BPS4. Presented by Ryan Carr, Engineering Department. Pgs. 116-147
- H. **A Resolution** authorizing the execution of a Professional Services Agreement for Testing Services on Kendrick Avenue Improvements. Presented by Ryan Carr, Engineering Department. Pgs. 148-158
10. Police and Fire Committee by Chairman Brian Powell – **All items forwarded from Committee with recommendation for approval.**

A.A Resolution to waive competitive bidding and to purchase HVAC equipment for the Springdale Fire Department. Presented by Blake Holte, Fire Chief. Pgs. 159-165

11. **A Resolution** setting a hearing date on a petition to abandon two drainage easements in the City of Springdale, Washington County, Arkansas. Presented by Ernest Cate, City Attorney. Pgs. 166-168

12. **An Ordinance** vacating a platted alley between Block 12 and Block 13 of the original town of Springdale, Arkansas, Plat, Washington County, Arkansas, pursuant to Ark. Code Ann. §14-301-301, *et seq.*, and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 169-171

13. Comments from Department Heads.

14. Comments from Council Members.

15. Comments from City Attorney.

16. Comments from Mayor

17. Adjournment.



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE FINAL PLAT (FP24-05) OF
PHASE 2 OF BARBERRY COURT IN THE CITY OF SPRINGDALE,
ARKANSAS, AND DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

WHEREAS, there has been duly presented to the City Planning Commission of Springdale, Arkansas, a plat of certain lands in the City of Springdale, Washington County, Arkansas, being more particularly described as follows, to-wit:

PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 5; THENCE ALONG THE SOUTH LINE OF SAID SE 1/4 OF THE SW 1/4, N87°27'15"W A DISTANCE OF 543.67 FEET; THENCE LEAVING SAID SOUTH LINE, N02°14'32"E A DISTANCE OF 44.04 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING A FOUND IRON PIN WITH CAP "PS 1791" ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 412; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N87°25'24"W A DISTANCE OF 160.29 FEET TO A FOUND IRON PIN WITH CAP "PS 1791"; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, N03°15'21"E A DISTANCE OF 167.53 FEET TO A FOUND IRON PIN WITH CAP "PS 1791"; THENCE N03°22'33"E A DISTANCE OF 122.12 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE N03°02'44"E A DISTANCE OF 482.84 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE N02°51'25"E A DISTANCE OF 506.76 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156" ON THE NORTH LINE OF SAID SE 1/4 OF THE SW 1/4; THENCE ALONG SAID NORTH LINE, S87°28'54"E A DISTANCE OF 313.66 FEET TO A FOUND IRON PIN WITH CAP "PS 1791"; THENCE LEAVING SAID NORTH LINE, S02°31'36"W A DISTANCE OF 284.98 FEET TO A FOUND IRON PIN WITH CAP "PS 1791"; THENCE S86°29'42"E A DISTANCE OF 2.02 FEET TO A FOUND IRON PIN WITH CAP "PS 1791"; THENCE S01°37'44"W A DISTANCE OF 210.19 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156" ; THENCE S02°28'53"W A DISTANCE OF

634.82 FEET TO A FOUND IRON PIN WITH CAP "PS 1791"; THENCE N87°02'49"W A DISTANCE OF 171.17 FEET TO A FOUND IRON PIN WITH CAP "PS 1791"; THENCE S02°14'32"W A DISTANCE OF 150.66 FEET TO THE **POINT OF BEGINNING**, CONTAINING 8.88 ACRES (386,730 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the final plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said final plat (FP24-05) and join with the said petitioner in petitioning the City Council to accept the said final plat of Phase 2 of Barberry Court to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the final plat (FP24-05) of Phase 2 of Barberry Court, as shown on the final plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

FINAL PLAT

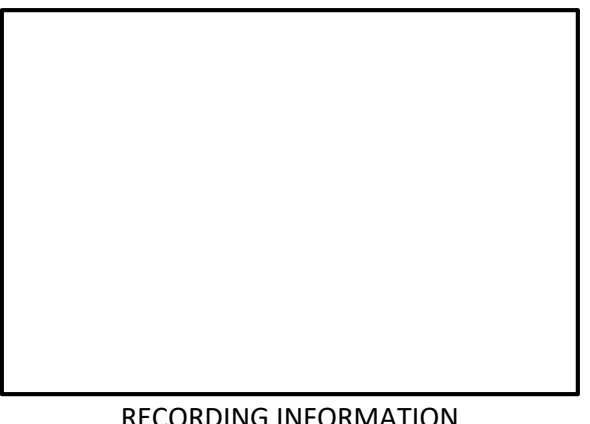
OF

BARBERRY COURT PHASE 2

SPRINGDALE

WASHINGTON COUNTY, ARKANSAS

FP24-05



RECORDING INFORMATION

NOTES:

1. NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENTS.
2. ALL SIDEWALKS ARE 5' UNLESS OTHERWISE NOTED AND SHALL BE PLACED BY THE INDIVIDUAL LOT OWNER AS REQUIRED BY SPRINGDALE CITY ORDINANCE. DEVELOPER SHALL PLACE SIDEWALK ON ALL PORTIONS OF THE STREETS THAT DO NOT HAVE LOT FRONTAGE.
3. ANY ABOVE GROUND OR VISIBLE UTILITY PLACED IN THE FRONT UTILITY EASEMENT MAY NOT BE MORE THAN 6' FROM THE SIDE PROPERTY LINE.
4. STREET LIGHTS IN SUBDIVISION TO BE A MINIMUM OF 6,800 LUMENS. ALL STREET LIGHTS SHALL BE PUBLIC AND MAINTAINED/BILLED BY THE CITY.

TITLE COMPANY'S CERTIFICATE:

I, _____, A _____, CERTIFY THAT I HAVE EXAMINED THE REAL ESTATE RECORDS OF _____ COUNTY, ARKANSAS AND FIND THAT THE LAST GRANTEE OF RECORD OF THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PARTIES EXECUTING THE OWNERS CERTIFICATE. THIS CERTIFICATE IS SOLELY FOR THE USE AND BENEFIT OF THE CITY OF _____, ARKANSAS AND MAY NOT BE RELIED UPON BY ANY OTHER PERSON. _____ LIABILITY FOR THIS CERTIFICATE TO THE CITY OF _____, ARKANSAS SHALL BE EXPRESSLY LIMITED TO THE AMOUNT PAID FOR THIS CERTIFICATE.

NAME _____

TITLE _____

EXECUTED THIS _____ DAY OF _____, 20____, A.D.

TRANSMITTAL OWNERSHIP AND ORDINANCE:

THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT TO THE CITY OF SPRINGDALE FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS SHOWN ON THE PLAT. THE UNDERSIGNED CERTIFY THAT THE PLATTING AS FILED ON RECORD CANNOT BE CHANGED UNLESS VACATED PURSUANT TO APPLICABLE LOCAL OR OTHER LAW.

OWNER / DEVELOPER: NWA LD LLC
PO BOX 10560
FAYETTEVILLE, AR 72703

SIGNATURE _____ DATE _____

RESOLUTION: RESOLVED THAT NWA LD LLC, HEREBY AUTHORIZES _____ TO EXECUTE THE CERTIFICATE OF OWNERSHIP AND DEDICATION AS SHOWN ON THIS FINAL PLAT.

CERTIFICATE: WE, NWA LD LLC DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RESOLUTION.

DATE: _____ SIGNATURE: _____

CERTIFICATE OF ACCEPTANCE:

THE UNDERSIGNED HEREBY CERTIFY THAT THIS PLAT MEETS CURRENT REGULATIONS OF THE CITY OF SPRINGDALE AND REGULATIONS OF THE ARKANSAS STATE BOARD OF HEALTH AS EACH PERTAINS TO THIS PLAT AND TO THE OFFICES OF RESPONSIBILITY SHOWN BELOW.

	DATE	SIGNATURE
ACCEPTANCE OF DEDICATIONS	_____	_____ CITY CLERK
		_____ MAYOR
COMMISSION	_____	_____ SECRETARY, PLANNING
		_____ CHAIRMAN, PLANNING COMMISSION
APPROVAL FOR RECORDING	_____	_____ DIRECTOR, COMMUNITY DEVELOPMENT DIVISION
WATER AND SEWER	_____	_____ ENGINEER SPRINGDALE WATER UTILITIES
STREETS AND DRAINAGE	_____	_____ DIRECTOR, ENGINEERING

SURVEYOR'S NOTES:
THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR. THE ORIGINAL SIGNATURE, IF NOT BLUE IN COLOR, IS NOT VALID.
CERTIFICATION IS MADE ONLY TO THOSE PARTIES REFERENCED IN THE SURVEYOR'S CERTIFICATION STATED HEREON AND IS NOT TRANSFERABLE TO ANY ADDITIONAL INSTITUTIONS, SUBSEQUENT OWNERS OR ASSIGNS EXCEPT AS SPECIFICALLY SET FORTH IN THE CERTIFICATION.

THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT FILE NO. 104-211146-WM-1 WITH AN EFFECTIVE DATE OF DECEMBER 15, 2021, AS LAST REVISED, AND ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN, HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR AFFECT ON THE SUBJECT PROPERTY.
THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES; THERE ARE NO VISIBLE ENCROACHMENTS ON THE SUBJECT PROPERTY OR UPON ADJACENT LAND ABUTTING SAID PROPERTY EXCEPT AS SHOWN HEREON AND WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF ARKANSAS.

PLAT CLOSURE DECLARATION:
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN:
TRACT 1: 278.703 FEET
TRACT 2: 277.534 FEET

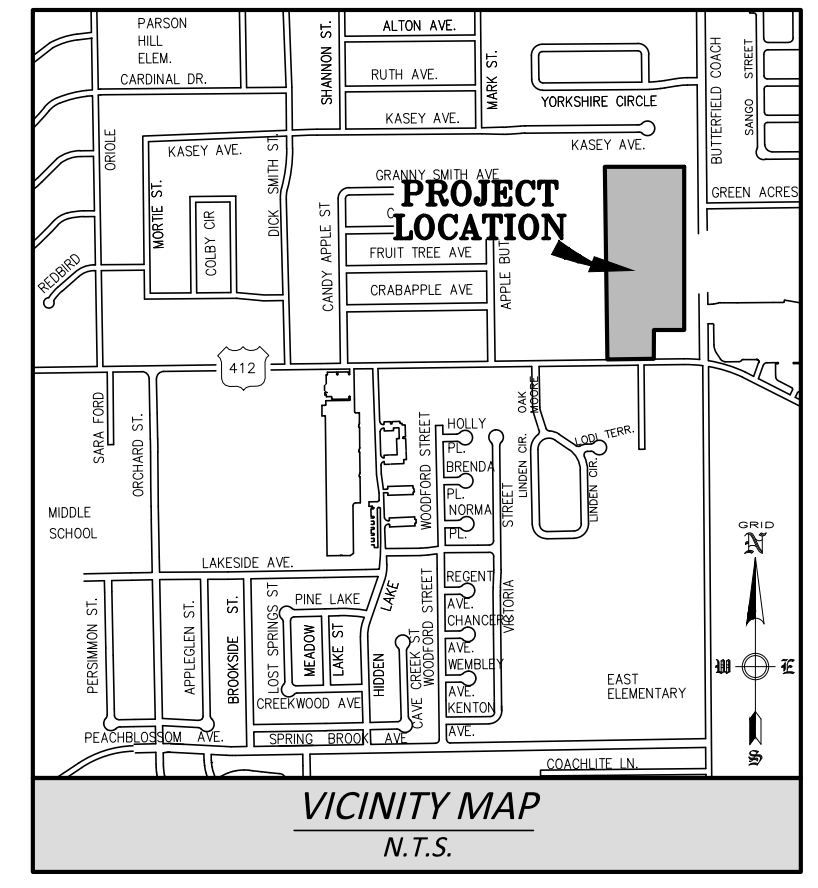
PUBLIC ROADWAY ACCESS:
THE SUBJECT TRACT HAS DIRECT PHYSICAL ACCESS TO U.S. HIGHWAY 412 (EAST ROBINSON AVENUE), A DEDICATED PUBLIC STREET.

FEMA FLOOD PLAIN ZONE:
THIS PROPERTY IS NOT WITHIN A FLOOD PLAIN ZONE AS SHOWN ON THE F.I.R.M. MAP # 05143C0080G, PANEL 90 OF 575, WASHINGTON COUNTY, ARKANSAS & INCORPORATED AREAS. MAP REVISED: JANUARY 25, 2024.

UTILITIES:
THE UTILITY INFORMATION, IF ANY SHOWN HEREON, IS BASED ON ABOVE GROUND UTILITY FEATURES, FIELD DESIGNATIONS/MARKINGS BY ARKANSAS ONE CALL, AND SPRINGDALE G.I.S. UTILITY MAPPING INFORMATION.
THE PROPERTY IS SERVED DIRECTLY BY PUBLIC UTILITIES AND DOES NOT DEPEND UPON OR CROSS OVER ANY OTHER PROPERTY IN ORDER TO OBTAIN SUCH UTILITIES.
THE DESIGNATIONS AND LOCATIONS OF THESE UTILITY FEATURES SHOWN HEREON ARE NOT TO BE CONSTRUED AS ALL INCLUSIVE OR ABSOLUTE AND ARE PROVIDED WITHOUT WARRANTY.

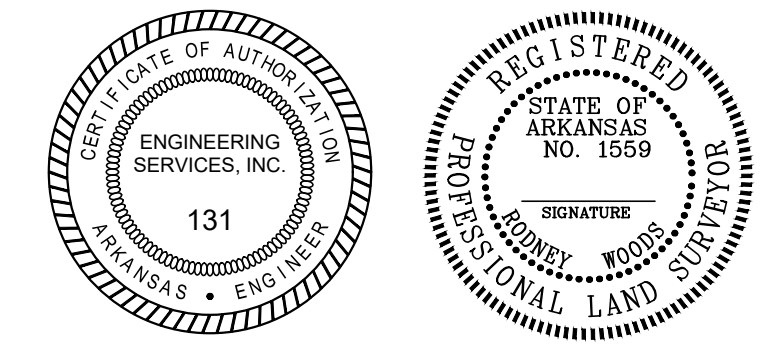
REFERENCES:
EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED BELOW. THE SURVEYOR RESEARCHED OR HAS PROVIDED NECESSARY DEEDS, RIGHT-OF-WAY MAPS, AND OTHER PERTINENT INFORMATION AS SHOWN BELOW. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR COURT CASE DECREES, ADVERSE POSSESSION CLAIMS, SUBSURFACE RIGHTS OR OWNERSHIP, ENCUMBRANCES, OR RESTRICTIVE COVENANTS.
ALL RECORDS LISTED BELOW ARE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS UNLESS OTHERWISE NOTED.

- A. **WARRANTY DEED:** HUDDLE CLUB VENTURE, LLC, RECORDED MARCH 27, 2019 IN FILE NO. 2019-8174.
- B. **INFORMAL PLAT:** BY ENGINEERING SERVICES, INC., S. CRAIG DAVIS, AR PLS NO. 1156, RECORDED JANUARY 28, 2021 IN FILE NO. 24-313.



CERTIFICATE OF ACCURACY OF SURVEY:
I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED ON THIS PLAT IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED AND AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF SPRINGDALE.

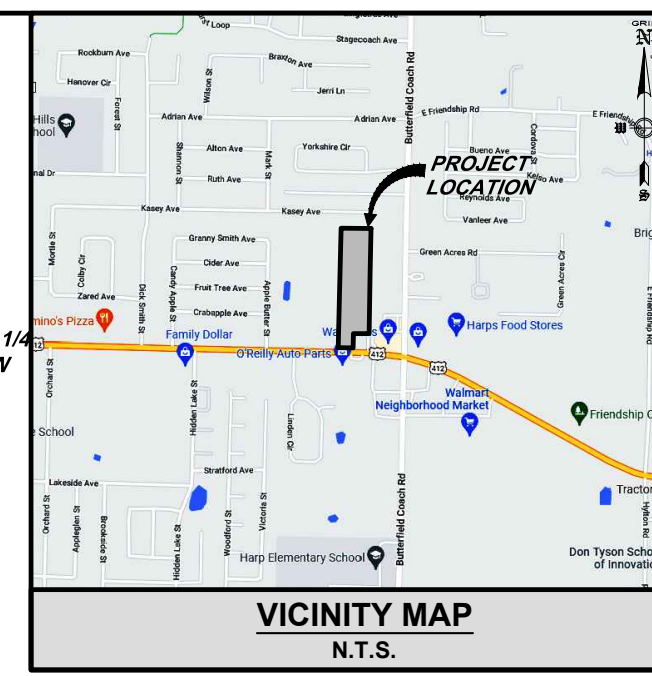
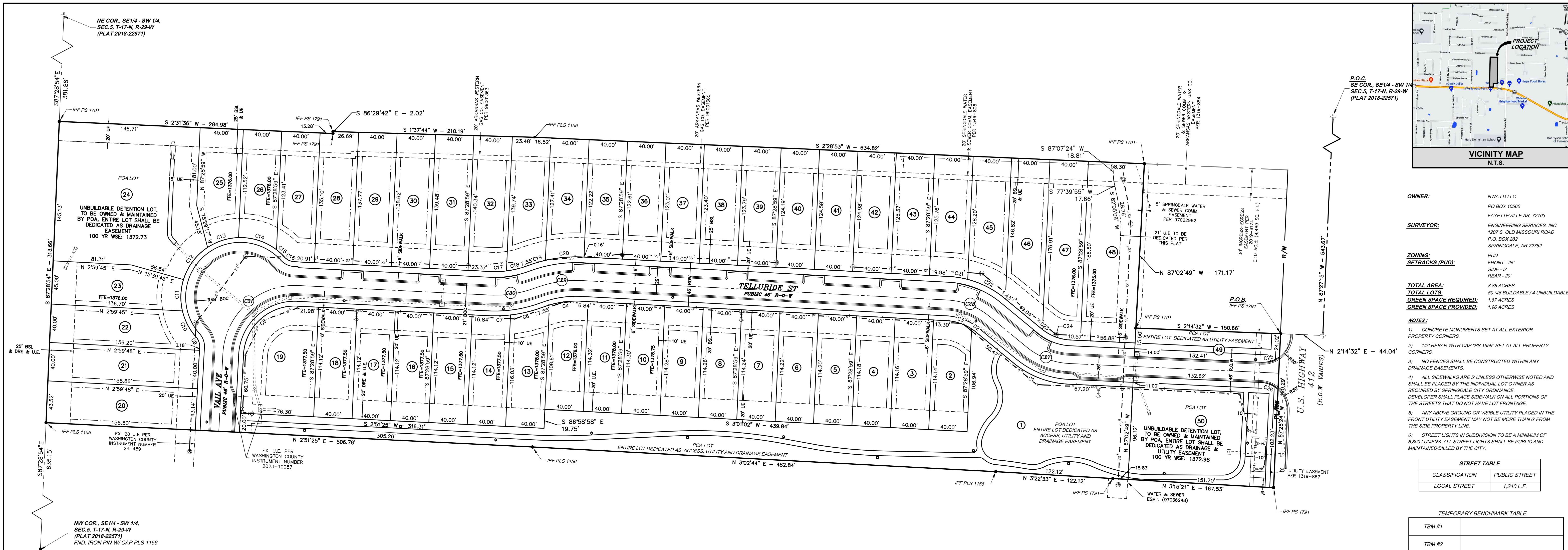
DATE: _____ SURVEYOR: _____ RODNEY WOODS, PS 1559



BY
ENGINEERING SERVICES INC.



CONSULTING ENGINEERS
SPRINGDALE, ARKANSAS
PHONE: 479-751-8733
FAX: 479-751-8746
WWW.ENGINEERINGSERVICES.COM



OWNER: NWA LD LLC
PO BOX 10560
FAYETTEVILLE AR, 72703

SURVEYOR: ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI ROAD
P.O. BOX 285
SPRINGDALE, AR 72762

ZONING: PUD
SETBACKS (PUD): FRONT - 25'
SIDE - 5'
REAR - 20'

TOTAL AREA: 8.88 ACRES
TOTAL LOTS: 50 (46 BUILDABLE / 4 UNBUILDABLE)
GREEN SPACE REQUIRED: 1.67 ACRES
GREEN SPACE PROVIDED: 1.96 ACRES

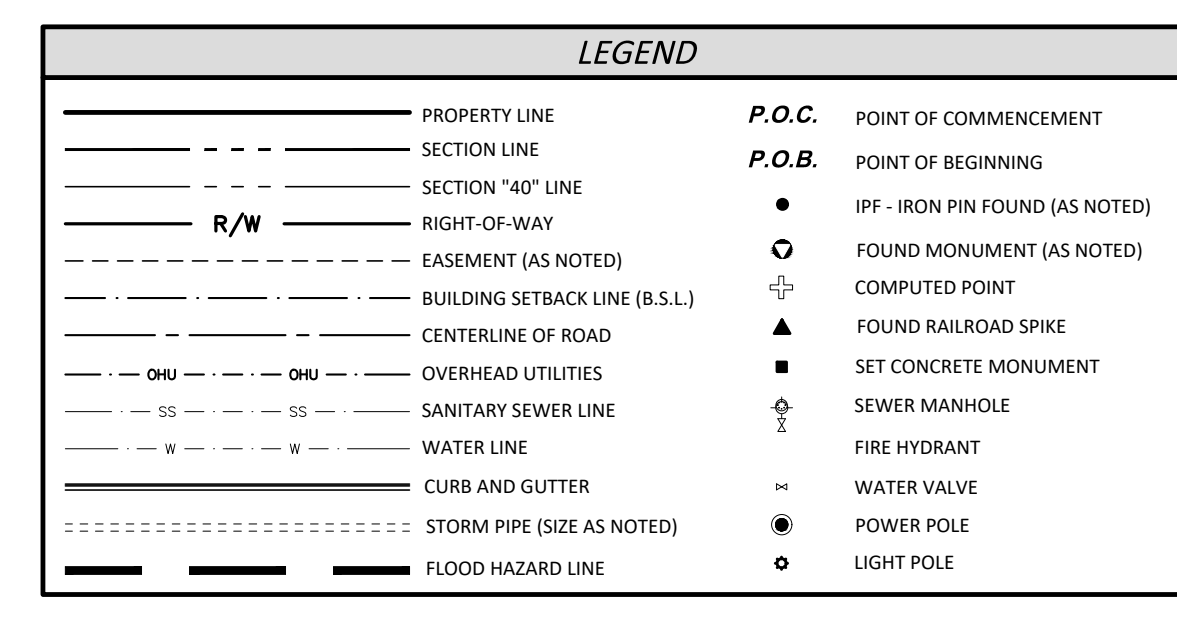
NOTES:
1) CONCRETE MONUMENTS SET AT ALL EXTERIOR PROPERTY CORNERS.
2) 1/2" REBAR WITH CAP "PS 1559" SET AT ALL PROPERTY CORNERS.
3) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENTS.
4) ALL SIDEWALKS ARE 5' UNLESS OTHERWISE NOTED AND SHALL BE PLACED BY THE INDIVIDUAL LOT OWNER AS REQUIRED BY SPRINGDALE CITY ORDINANCE. DEVELOPER SHALL PLACE SIDEWALK ON ALL PORTIONS OF THE STREETS THAT DO NOT HAVE LOT FRONTAGE.
5) ANY ABOVE GROUND OR VISIBLE UTILITY PLACED IN THE FRONT UTILITY EASEMENT MAY NOT BE MORE THAN 6" FROM THE SIDE PROPERTY LINE.
6) STREET LIGHTS IN SUBDIVISION TO BE A MINIMUM OF 6,800 LUMENS. ALL STREET LIGHTS SHALL BE PUBLIC AND MAINTAINED BY THE CITY.

STREET TABLE	
CLASSIFICATION	PUBLIC STREET
LOCAL STREET	1,240 L.F.

TEMPORARY BENCHMARK TABLE	
TBM #1	
TBM #2	

LOT #	LOT SQ. FT.	LOT ACRES
1	42030.64	0.96
2	4503.19	0.10
3	4565.93	0.10
4	4566.72	0.10
5	4567.51	0.10
6	4568.30	0.10
7	4569.09	0.10
8	4569.88	0.10
9	4570.67	0.10
10	4571.46	0.10
11	4572.25	0.10
12	4573.04	0.10
13	4573.83	0.10
14	4574.62	0.10
15	4575.41	0.10
16	4576.20	0.10
17	4576.99	0.10
18	4577.78	0.10
19	4578.57	0.10
20	4579.36	0.10

R	Δ	T	L	
C21	96.5'	36°48'33"	32.1100'	61.8958'
C22	50.5'	170°43'	0.4974'	0.9947'
C23	53.5'	62°32'8"	2.9870'	5.9678'
C24	28.0'	39°43'51"	16.2530'	31.4487'
C25	28.0'	39°43'51"	10.3387'	19.6827'
C26	28.0'	39°43'51"	10.3387'	19.6830'
C27	75.0'	36°48'33"	24.9559'	48.1833'
C28	75.0'	36°48'33"	24.9559'	48.1833'
C29	120.0'	21°55'14"	23.2392'	45.9101'
C30	120.0'	21°55'14"	23.2392'	45.9101'
C31	75.0'	69°51'40"	74.8184'	117.6279'

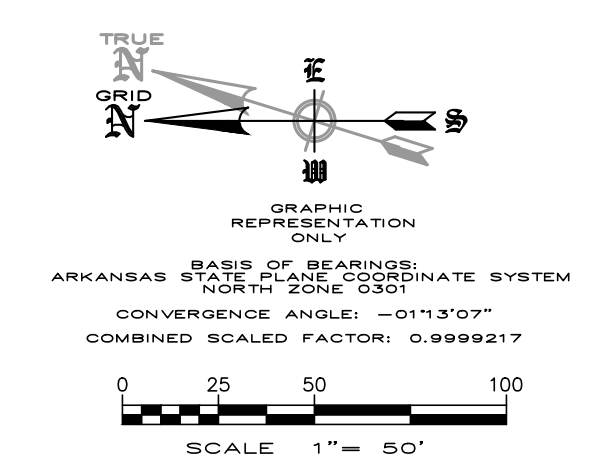


SURVEY DESCRIPTION (PARCEL NO. 815-30501-000 & 815-30502-000):
PART OF THE SOUTHWEST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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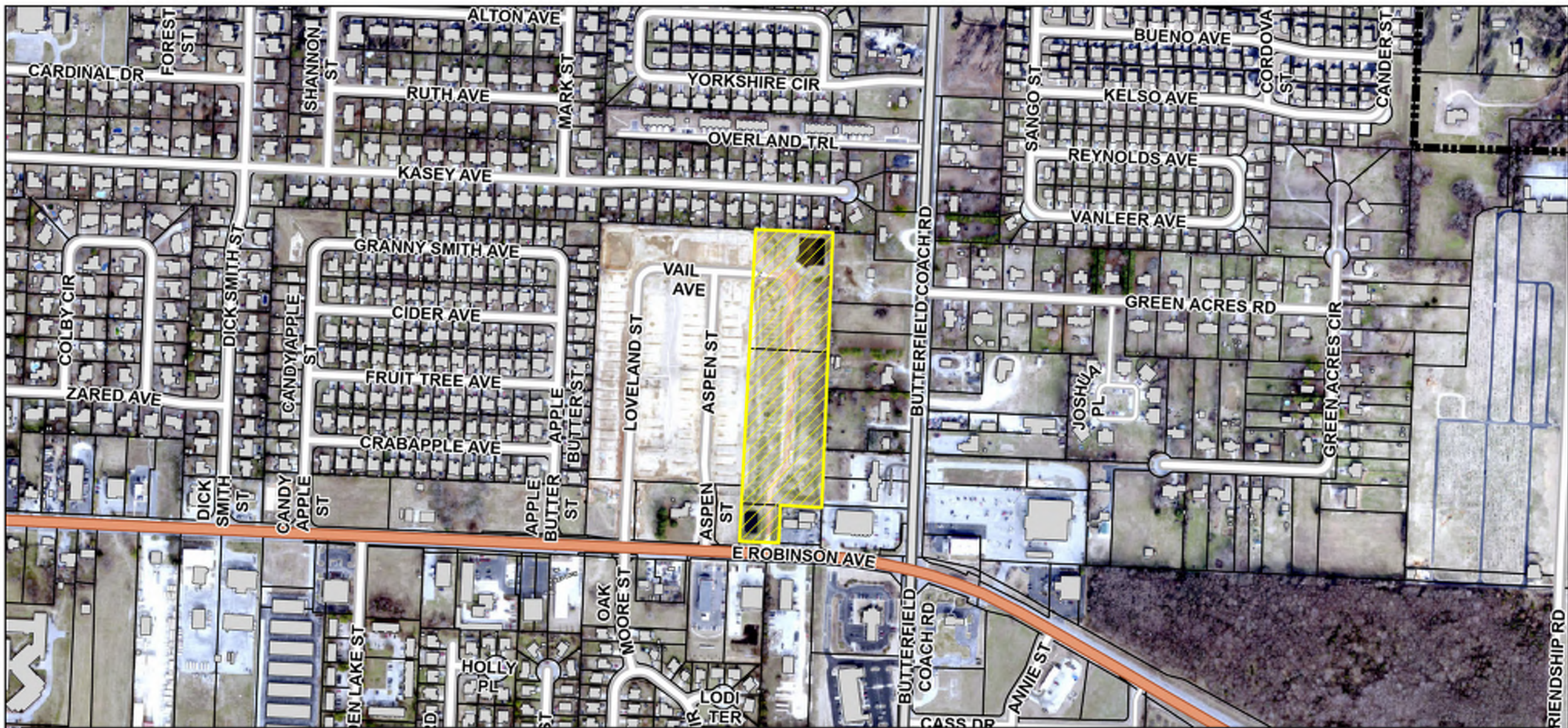
FP24-05
PLAT CODE: 500-17N-29W-0-05-320-72-1159

REVISION	DATE	DESCRIPTION

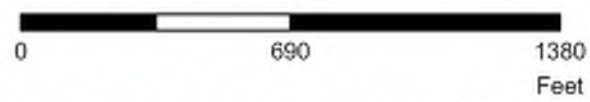
FINAL PLAT OF
BARBERRY COURT PHASE II
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS
SCALE: 1"=50' DATE: February 21, 2024 DRAWN BY: BAF
ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS



RECORDING INFORMATION
ESI
W.O.# 22910 SHEET 1/1



Planning Commission Meeting
March 5, 2024



PROJECT: FP24-05
APPLICANT: Barberr Court Ph II
LOCATION: 3190 E Robinson Ave
REQUEST: Final Plat



RESOLUTION NO. _____

**A RESOLUTION ENTERING INTO A DESIGN BUILD
CONTRACT FOR THE CONSTRUCTION OF MILL
STREET PARK**

WHEREAS, the City of Springdale purchased properties between Spring St. and Mill St. for the purpose of building a park and providing greenspace across from the Springdale Municipal Complex, and

WHEREAS, a park in this location would fulfill our commitment to our Design Excellence Grant by ensuring an appropriate amount of greenspace in the area, and

WHEREAS, Milestone Construction Company, LLC has proposed a design-build contract in the amount of \$880,206.00 for the design and construction of Mill Street Park.

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

1. The Mayor and City Clerk are authorized to enter into a design-build agreement in an amount not to exceed \$880,206.00 with Milestone Construction Company, LLC for the design and construction of Mill Street Park.
2. The Mayor is authorized to approve construction change orders up to a cumulative amount not exceed 10% of the contract amount.

PASSED AND APPROVED this 12th day of March, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

AIA® Document A141® – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 23rd day of February in the year 2024
(In words, indicate day, month and year.)

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

City of Springdale
201 Spring Street
Springdale, AR 72764

and the Design-Builder:
(Name, legal status, address and other information)

Milestone Construction Company, LLC
2002 S. 48th Street, Ste. A
Springdale, AR 72762

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

Mill Street Park
Springdale, AR

The Owner and Design-Builder 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.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Int.

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TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 COMPENSATION AND PROGRESS PAYMENTS
- 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 6 CHANGES IN THE WORK
- 7 OWNER'S RESPONSIBILITIES
- 8 TIME
- 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 UNCOVERING AND CORRECTION OF WORK
- 12 COPYRIGHTS AND LICENSES
- 13 TERMINATION OR SUSPENSION
- 14 CLAIMS AND DISPUTE RESOLUTION
- 15 MISCELLANEOUS PROVISIONS
- 16 SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

- A DESIGN-BUILD AMENDMENT
- B INSURANCE AND BONDS
- C SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

Refer to Attachment "A" for general design intentions for parking lot and park area directly west of the New Springdale Municipal Center

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§ 1.1.2 The Owner's design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

Refer to Attachment "A"

§ 1.1.3 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Refer to Attachment "A"

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

N/A

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

N/A

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

Refer to Attachment "B" - Preliminary Estimate dated 10/13/2023

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

Design Completion in May 2024

.2 Submission of Design-Builder Proposal:

Competitive Bids to be received in June 2024

.3 Phased completion dates:

N/A

.4 Substantial Completion date:

December 2024

.5 Other milestone dates:

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§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:
(List name, legal status, address and other information.)

.1 Architect

Duvall Decker Architects, PA

.2 Consultants

Engineering Services, Inc.

.3 Contractors

Milestone Construction Company, LLC

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:
(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

Care to be taken by Milestone Construction personnel and in coordination with Masonic Lodge personnel for delicate removal the of time capsule and keystone that is located in (or around) the existing Masonic Lodge prior to demolition of building.

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

Colby Fulfer
201 Spring Street
Springdale, AR 72764

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

(List name, address and other information.)

Milestone Construction Company, Duvall Decker Architects and Engineering Services, Inc.

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

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§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Mike Davis
2002 S. 48th Street, Ste A
Springdale, AR 72762

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 14.4
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the

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Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

Engineering Services, Inc. \$43,400.00 - Refer to Attachment "C"
Duvall Decker Architects, PA \$55,000.00 - Refer to Attachment "D"
Milestone Construction Company, LLC \$4,920.00 - Preconstruction Fee
Total \$103,320.00

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

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

See Attached Proposals from Engineering Services, Inc. and Duvall Decker Architects, PA

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Duvall Decker has included a separate Landscape fee of \$8,500 from WAS Landscape Architects for a second option in lieu of basic landscape design by ESI if desired by the Owner.

Individual or Position

Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of five percent (5 %) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid thirty (30) 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 Design-Builder.

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

5 % five

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

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§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

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§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for

procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria.

The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;

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- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

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§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in

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the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate

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review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner 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 Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-

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Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

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21

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder

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shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of

the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish

the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, 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 Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder 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.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor 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 alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, 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 alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

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

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

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

§ 13.1.4 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.

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

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

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- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time 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 Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 **Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 **Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 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.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

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

§ 14.4.4 Consolidation or Joinder

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

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

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

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

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds
- .4 AIA Document A141™-2014, Exhibit C, Sustainable Projects, if completed
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

Init.

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User Notes:

(3B9ADA3C)

.6 Other:

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

OWNER (Signature)

Doug Sprouse, Mayor
(Printed name and title)



DESIGN-BUILDER(Signature)

Sam Hollis, President
(Printed name and title)

Init.

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User Notes:

(3B9ADA3C)

Additions and Deletions Report for AIA® Document A141® – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:32:18 ET on 02/23/2024.

PAGE 1

AGREEMENT made as of the 23rd day of February in the year 2024

...

City of Springdale
201 Spring Street
Springdale, AR 72764

...

Milestone Construction Company, LLC
2002 S. 48th Street, Ste. A
Springdale, AR 72762

...

Mill Street Park
Springdale, AR

PAGE 2

Refer to Attachment "A" for general design intentions for parking lot and park area directly west of the New Springdale Municipal Center

PAGE 3

Refer to Attachment "A"

...

Refer to Attachment "A"

...

N/A

...

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User Notes:

(3B9ADA3C)

N/A

...

Refer to Attachment "B" - Preliminary Estimate dated 10/13/2023

...

Design Completion in May 2024

...

Competitive Bids to be received in June 2024

...

N/A

...

December 2024

PAGE 4

Duvall Decker Architects, PA

...

Engineering Services, Inc.

...

Milestone Construction Company, LLC

...

Care to be taken by Milestone Construction personnel and in coordination with Masonic Lodge personnel for delicate removal the of time capsule and keystone that is located in (or around) the existing Masonic Lodge prior to demolition of building.

...

Colby Fulfer
201 Spring Street
Springdale, AR 72764

...

Milestone Construction Company, Duvall Decker Architects and Engineering Services, Inc.

PAGE 5

TBD

...

Mike Davis
2002 S. 48th Street, Ste A
Springdale, AR 72762

...

[] Arbitration pursuant to Section 14.4

PAGE 6

Engineering Services, Inc. \$43,400.00 - Refer to Attachment "C"
Duvall Decker Architects, PA \$55,000.00 - Refer to Attachment "D"
Milestone Construction Company, LLC \$4,920.00 - Preconstruction Fee
Total \$103,320.00

...

See Attached Proposals from Engineering Services, Inc. and Duvall Decker Architects, PA
Duvall Decker has included a separate Landscape fee of \$8,500 from WAS Landscape Architects for a second
option in lieu of basic landscape design by ESI if desired by the Owner.

PAGE 7

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of five percent (5 %) of the expenses incurred.

...

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid thirty (30) 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 Design-Builder.

...

5 % five

PAGE 35

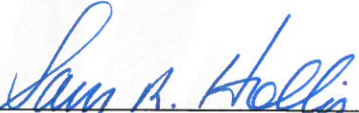
Doug Sprouse, Mayor

Sam Hollis, President

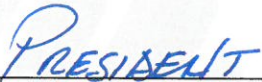
Certification of Document's Authenticity

AIA® Document D401™ – 2003

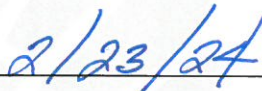
I, Sam Hollis, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:32:18 ET on 02/23/2024 under Order No. 4104241628 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ - 2014, Standard Form of Agreement Between Owner and Design-Builder, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



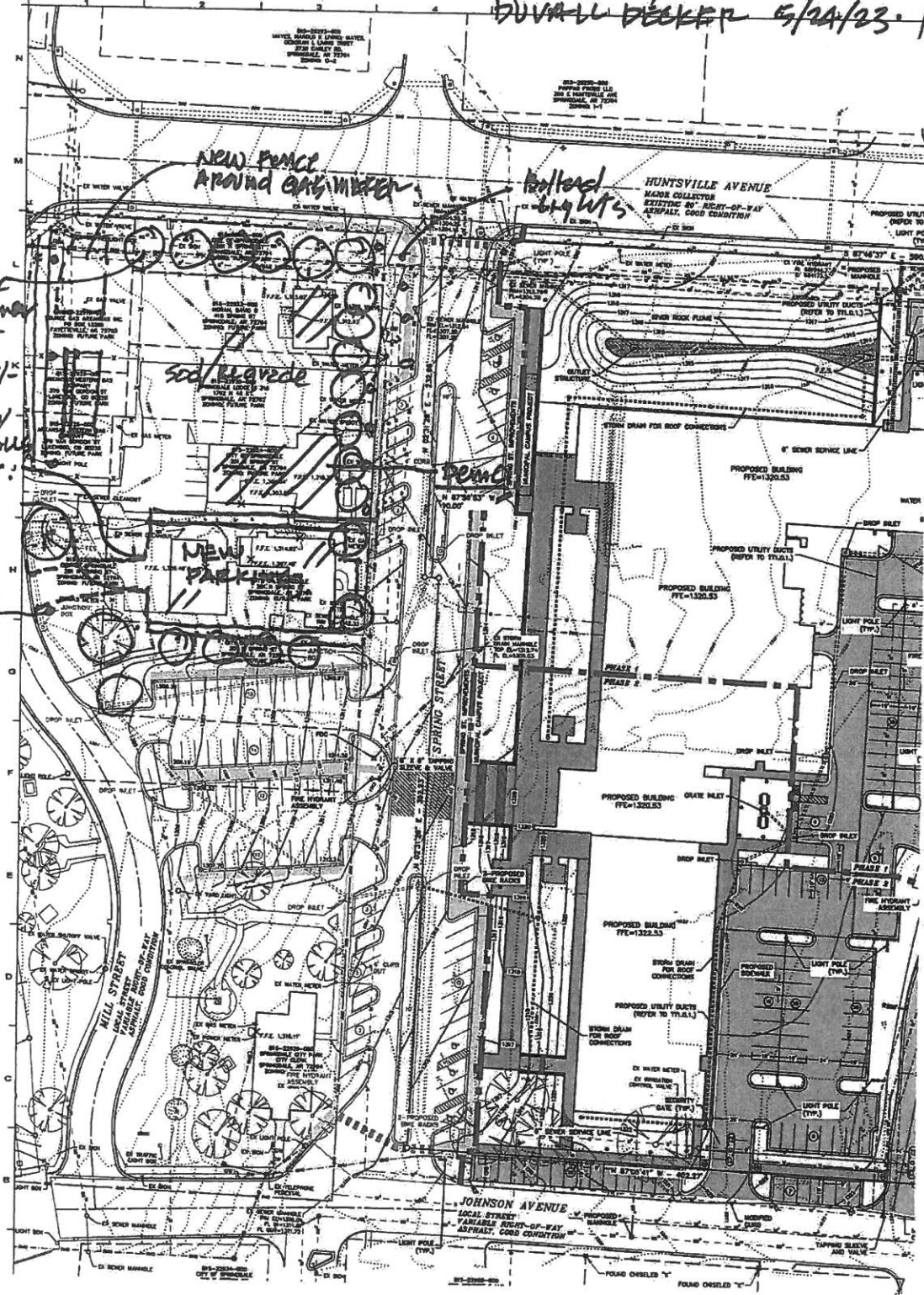
(Dated)

springpole/green scope sketch
DUVALL BECKER 6/24/23 - P

trees
set back
from power
lines

30 x 40 +/-
stage
pad w/
site walls
+ power.

light
poles
(CHM)



Mill Street Park

Schematic Design						
Job Name: Mill Street Park						
Estimate Date: 2/1/2024 Drawing Date:						
02 00 00	Site Demolition					
	Demo Asphalt & Curb	12,231	SF	\$ 2.00	\$ 24,462	
	Demo Retaining Wall	563	SF	\$ 1.50	\$ 845	
	Demo Concrete Paving & Sidewalk	4,252	SF	\$ 4.50	\$ 19,134	
	Demo Existing Structures	10,158	SF	\$ 2.00	\$ 20,316	
	Dumpster Pulls for Existing Structure	35	EA	\$ 450.00	\$ 15,750	
	Asbestos Abatement	1	LS	\$ 18,120.00	\$ 18,120	
	Asbestos Survey for the Masonic Lodge (to be a separate invoice)	1	LS	\$ 2,575.00	\$ 2,575	
	Excavate and Cap Existing Sewer Line	1	LS	\$ 1,500.00	\$ 1,500	
						Site Demolition Subtotal \$ 102,702
31 00 00	Earthwork					
	Cut & Fill	3,025	CY	\$ 35.75	\$ 108,126	
	Silt Fence	1,040	LF	\$ 6.50	\$ 6,760	
	Inlet Protection (Wattle)	6	EA	\$ 300.00	\$ 1,800	
	Staking & Layout	1	LS	\$ 7,500.00	\$ 7,500	
	Fine Grading	2	DYS	\$ 2,500.00	\$ 5,000	
	Tree Protection	500	LF	\$ 4.50	\$ 2,250	
	Concrete Washout	1	EA	\$ 2,500.00	\$ 2,500	
	Construction Entrance	1	EA	\$ 2,500.00	\$ 2,500	
						Earthwork Subtotal \$ 136,436
32 00 00	Pavement					
	Light Duty Asphalt (2" surface over 8" Base)	564	SY	\$ 34.00	\$ 19,191	
	Heavy Duty Asphalt (3" Surface over 8" Base)	720	SY	\$ 39.00	\$ 28,080	
						Pavement Subtotal \$ 47,271
32 16 00	Site Concrete					
	24" Standard Concrete Curb and Gutter, 4" Class 7 Base	78	LF	\$ 27.00	\$ 2,106	
	Typ. Concrete Sidewalk - Grey - 4"	266	SY	\$ 63.00	\$ 16,758	
	Concrete Bases - Parking Lot Lights	4	EA	\$ 1,350.00	\$ 5,400	
	Concrete Bases - Bollards	23	EA	\$ 500.00	\$ 11,500	
						Site Concrete Subtotal \$ 35,764
32 31 00	Fences and Gates					
	Chain Link Fence w/ 3 row barb wire and black coated vinyl (@gas riser)	1	LS	\$ 4,760.00	\$ 4,760	
						Fences and Gates Subtotal \$ 4,760
32 33 00	Site Furnishings					
	Park Benches	4	EA	\$ 2,750.00	\$ 11,000	
						Site Furnishings Subtotal \$ 11,000

Mill Street Park

Schematic Design					
Job Name: Mill Street Park					
Estimate Date: 2/1/2024 Drawing Date:					
32 80 00	Irrigation				
	Irrigation Complete	1	LS	\$ 18,561.00	\$ 18,561
	Irrigation Meter	1	LS	\$ 1,200.00	\$ 1,200
				Irrigation Subtotal	\$ 19,761
32 90 00	Landscaping				
	Landscaping Complete	1	LS	\$ 76,700.00	\$ 76,700
				Landscaping Subtotal	\$ 76,700
26 00 00	Electrical				
	Electrical	1	LS	\$ 111,633.00	\$ 111,633
				Electrical Subtotal	\$ 111,633
				Subcontracts Subtotal	\$ 546,027
	Design Fees	1	LS	\$ 103,320	\$ 103,320
				Design Fees Subtotal	\$ 103,320
	Owner Contingency	1	LS	\$ 31,600	\$ 31,600
	Construction Contingency	1	LS	\$ 31,600	\$ 31,600
				Estimating Contingency Subtotal	\$ 63,200
	Building Permit (0.5%)	1	LS	\$ 2,888	\$ 2,888
				Building Permit Subtotal	\$ 2,888
	Supervision and General Conditions	1	LS	\$ 112,950	\$ 112,950
				GC Subtotal	\$ 112,950
	Insurance (0.7%)	1	LS	\$ 5,577	\$ 5,577
				Insurance Subtotal	\$ 5,577
	Fee (4.5%)	1	LS	\$ 37,528	\$ 37,528
				Fee Subtotal	\$ 37,528
	Payment and Performance Bond (1%)	1	LS	\$ 8,715	\$ 8,715
				Payment & Performance Bond Subtotal	\$ 8,715
				Grand Total	\$ 880,206

ENGINEERING SERVICES INC.

1207 S. Old Missouri Rd. • P.O. Box 282 • Springdale, Arkansas 72765-0282

Ph: 479-751-8733 • Fax: 479-751-8746

June 12, 2023

Mr. Roy T. Decker, AIA
 Duvall Decker Architects, P.A.
 2915 North State Street
 Jackson, MS 39216
 Via Email: rtd@duvalldecker.com

RE: LSD Proposal
 Municipal Park LSD
 Springdale, Arkansas

Dear Mr. Decker:

Thank you for the opportunity to submit a proposal for the above referenced project. The following are the expected costs for the services based on the scope of work for Civil Engineering Services that will be required.

A. Basic Services - Surveying

Topographic Survey	\$ 5,400.00
One call (Reimbursable)	\$ 1,400.00

TOTAL – Surveying	<u>\$ 6,800.00</u>
-------------------	--------------------

B. Basic Services – Large Scale Development

LSD Plan (Design Phase)	\$ 43,400.00
<i>(Developing a Large Scale Development Plan for Municipal Park located between Spring Street, Mill Street, Huntsville Ave., and Johnson St. including a Site/Grading Plan, SWPPP, Landscaping Plan, Drainage Plan, Utility Plan, etc. as required completing approved construction plans thru The City of Springdale Review Process)</i>	

TOTAL Engineering – Large Scale Development (Design)	<u>\$ 43,400.00</u>
--	---------------------

C. Construction Services

Construction Engineering and Observation *(To be billed by the hour as shown below, if needed)*

Our hourly rates for additional work required by the owner are as follows:

D. Additional Services (If Needed)

Principal Engineer.....	\$300.00 /hr
Project Engineer.....	\$225.00 /hr
Drafting.....	\$150.00 /hr
Construction Observation	\$150.00 /hr
Surveying	\$225.00 /hr



Brian J. Moore, P.E.
President

Tim J. Mays, P.E.
Vice President

Jason Appel, P.E.
Secretary/Treasurer

Jerry W. Martin
Chairman of the Board

Consulting Engineers and Surveyors

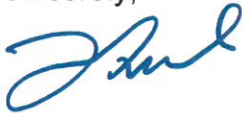
www.engineeringservices.com

LSD Proposal
Municipal Park LSD
Springdale, Arkansas
June 12, 2023
Page 2

Off-site drainage improvement design, Septic System Design, Existing sewer capacity analysis, utility relocation other than those stated, FEMA flood studies, wetlands delineation or mitigation, retaining wall design, or existing drainage capacity studies are not included in this statement and shall be billed at the above billing rate, or by a lump sum value once the scope is determined. Pavement Design will be as stated in a Geotechnical report provided to us. Review and Permit fees from the City, Health Department, etc. are also not included in this proposal, and shall be furnished to us prior to any submittal that requires a fee.

Thank you for allowing us the opportunity to submit this proposal for the project. We look forward to the possibility of working together. If this proposal is acceptable, please sign and return.

Sincerely,



Jason Appel, P.E.
Secretary/Treasurer

ACCEPTED:

**STANDARD TERMS AND CONDITIONS
For Engineering Services, Inc. (ESI) Contracts**

1. **Contract:** These Terms and Conditions and any accompanying Proposal(s) constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Terms and Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Terms and Conditions shall govern.
2. **Standard of Care:** 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.
3. **Insurance:** ESI shall procure and maintain liability insurance against claims based on ESI's negligence for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages based on ESI's negligence because of injury to or destruction of property including loss of use resulting therefrom.
4. **Electronic Deliverables:** Any use or reuse of original or altered computer files by CLIENT or others without written verification by ESI for purposes other than for the specific purpose intended will be at CLIENT's risk and full legal responsibility. Furthermore, CLIENT will, to the fullest extent permitted by law, indemnify and hold ESI harmless from any and all claims, suits, liability, demands, or cost arising out of or resulting therefrom. Any verification of such adaptation by CLIENT will entitle ESI to additional compensation at the then current rate.

The submitted data files are intended only for the work described. The files are compatible only with the software and operating platform described. ESI makes no warranty as to the compatibility of these files for versions of the software other than for those stated. ESI is not responsible for uses of the data outside of or beyond the scope of the Agreement.
5. **Use of Documents:** All Documents are instruments of service, and ESI shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of ESI) whether or not the Project is completed.
6. **Termination:** This agreement may be terminated at any time for any cause by either party upon thirty days written notice to the other party. In such event, CLIENT shall forthwith pay ESI in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of the Agreement. Notwithstanding the termination or expiration of this agreement, the indemnities provided in paragraph 4 hereof shall survive and remain in force and effect.
7. **Assignment:** This agreement, including engineering design documents, may not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon all parties hereof and their respective heirs, executors, administrators, successors, and assigns.

8. **Limit of Liability:** To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, employees, agents, and Consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Engineer's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall be capped at the greater of the Contract price or the amount of insurance proceeds payable on a claim related to Engineer's services.

9. **Indemnification:**
 - a. ESI: To the fullest extent permitted by Law, Engineer shall indemnify and hold harmless Client and Client's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

10. **Confidentiality:** ESI agrees to keep confidential and not to disclose to any person or entity, other than ESI employees, sub-Consultants, and sub-contractors, if appropriate, any data or information not previously known to and generated by ESI or furnished to the ESI and marked CONFIDENTIAL by the Client.

11. **Severability:** If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereof. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision that comes as close as possible to the intention of the stricken provision.

12. **Survival:** These Standard Terms and Conditions shall survive the completion of the services under this Agreement and the Termination of this Agreement for any cause.

13. **Governing Law:** This Agreement is to be governed by and construed in accordance with the laws of the State of Arkansas.

Duvall Decker Architects P.A.
Architecture . Planning . Interiors (design)

October 17, 2023
Rev October 22, 2023

Mike Davis
Milestone Construction Company, LLC
2002 S. 48th Street
Springdale, AR 72762

RE: SPRING STREET PARK – DEMOLITION, PARKING AND NEW LANDSCAPE CONSTRUCTION

Dear Mike,

Duvall Decker is honored to support Milestone Construction and the City of Springdale for the Spring Street Park/Parking Design and Construction Administration

Duvall Decker will provide design and design management with the City Administration, coordination with the engineering and design build subcontractors to ready the project for city approval, demolition, and construction.

Architectural Engineering Services Programming, and Schematic Design

During Schematic Design, we will work closely with the Milestone team, owner, the owners' team, and engineering consultants to understand all the needs, requirements, and goals of the project, both technical and aesthetic. We will then prepare Schematic Design Documents, which will establish all the project requirements and illustrate the performance, scale, and relationships between components. These documents will include preliminary plans, schematic sections, required details, and elevations. Schematic Design will be presented for review, and with the owner's approval of the design and budget and support the City Planning review and approvals.

Construction Documents

With approval from Milestone and the Owner of the Design Documents and updated budget, we will prepare the Construction Documents. These documents will describe in detail the requirements for construction of the project. The Construction Documents will include both Drawings and Specifications that establish in detail the quality levels of materials and systems required for the project. The Drawings will include all architectural, landscape and engineering work documented in plans, elevations, construction sections, and construction details. The



DUVALL DECKER^M
(an expanded practice)

2915 NORTH STATE STREET . JACKSON, MS 39216 . WWW.DUVALLDECKER.COM . 601-713-1128

Specifications will describe the required quality of materials, products, finishes and installation procedures for all the project's components and systems.

Construction Administration

We take special pride in our efforts to support the Contractor and Owner during the Construction Phase of the work. The construction process is complicated and often includes surprises and unknown conditions. Duvall Decker works hard to design, appropriately budget, and manage projects to minimize surprises and prepare for unknown conditions.

Proposed Architectural Design and Construction Administration Fees \$55,000.00

The fee proposal includes \$8500 for Landscape Design by WAS Landscape Architects and all travel and lodging expenses for 6 trips to Springdale to support the design and construction process.

Engineering scopes of work to be secured by Milestone directly.

Thank you for considering our request and let me know if you have any questions.

Sincerely,



Roy T. Decker, FAIA

c: 1712.2 Contract – Design Build with Milestone

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LEASE AGREEMENT WITH PERKS AND RE-CREATION DISC GOLF, LLC, ON PROPERTY OWNED BY THE CITY OF SPRINGDALE

WHEREAS, the City owns property located in Washington County, Arkansas, more commonly known as 2315 Lewis and Parcel No. 815-29756-020 ("the Property");

WHEREAS, Perks and Re-Creation Disc Golf, LLC, has requested to rent the Property, which had formerly been rented to Dynamic Discs Northwest Arkansas, LLC;

WHEREAS, the City of Springdale wishes to enter into a lease agreement with Perks and Re-Creation Disc Golf, LLC, to memorialize the terms of their use of the Property;

WHEREAS, Perks and Re-Creation Disc Golf, LLC, and the City wish to enter into the Lease Agreement attached hereto as Exhibit "A" and incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are authorized to execute the Lease Agreement, attached as Exhibit "A" hereto, with Perks and Re-Creation Disc Golf, LLC.

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the City of Springdale, Arkansas, hereinafter referred to as “Lessor,” and Perks and Re-Creation Disc Golf, LLC, hereinafter referred to as “Lessee.”

WITNESSETH:

1. **Lease of Premises.** The Lessor, in consideration of the public advantages described herein, other good and valuable consideration, and the covenants and agreement to be performed by Lessee, does hereby let, lease and demise unto Lessee the following described premises, and improvements thereon, situate in Springdale, Washington County, Arkansas, to-wit, located on the property described on the attached Exhibit "A". Specifically:

The structure commonly known as 2315 Lewis, Springdale, Arkansas, as well as use of Parcel No. 815-29756-020 adjacent thereto ("the Premises").

2. **Term.** To have and to hold the Premises beginning on the 1st day of April, 2024, and ending on March 31, 2025, subject to the termination provision contained herein. Beyond the initial term, this Lease shall become a month-to-month tenancy.

3. **Rent.** In consideration for Lessee's use and enjoyment of the Premises, Lessee agrees and covenants to use the Premises as provided herein, and shall pay monthly rent of \$800.00. Provided, however, that the monthly rental shall increase to \$900 per month beginning January 1, 2025.

4. **Damages to the Premises.** Lessee shall be responsible for all damages caused to the Premises due to, or associated with, its use of the Premises, and shall be responsible for taking any and all action to remedy such violations, at Lessee's cost. Lessee further agrees to hold Lessor harmless for any violations or damages which transpire or are committed as a result of, or associated with, Lessee's use of the Premises. The parties further agree that a violation of this provision will constitute a breach of this Agreement, and that Lessor shall at its option, declare this Agreement null and void and Lessee shall return possession of the Premises back to Lessor upon demand.

5. **Taxes/Licenses.** Lessee shall be responsible for paying any taxes on any personal property Lessee owns on the Premises, and shall be responsible for obtaining all city permits and licenses which may be required for Lessee's use of the Premises, or required for Lessee's renovation of the structure located on the Premises, all at Lessee's expense.

6. **Improvements, Maintenance, and Utilities.** Subject to Paragraph 4 herein, Lessor agrees to maintain the exterior of the building, electrical systems, plumbing, roof structure and doors, and shall be responsible for making all routine repairs necessary to the primary structure on the Premises. Lessor shall also be responsible for all costs associated with routine maintenance of the Premises, shall be responsible for the paving of Lewis Street up to the

structure subject to this Lease, and shall be responsible for the paving of a parking lot for the structure subject to this Lease. Lessee will assume all costs of renovation of the structure on the Premises, including painting the outside of the structure. All improvements installed during the term of this Agreement shall be consistent with and subject to Paragraph 4 herein, and shall become Lessor's property upon the termination of this Agreement. Lessee shall be responsible for payment of all utility costs on the Premises during the term of this Agreement, with the exception of water, which will be paid by Lessor.

7. **Insurance.** Lessor shall provide the requisite insurance on the structure on the Premises, but Lessee shall be responsible for any insurance on any of Lessee's personal property kept at the Premises. Lessee shall at all times herein maintain a public liability insurance policy with coverage limits of \$1,000,000.

8. **Damage or Destruction of Improvements.** It is mutually agreed that in the event that any of the improvements located on the Premises should be damaged by fire, windstorm, tornado, or other casualty to the extent that such Premises cannot be repaired, and put in condition for their intended use within 90 days from the happening of any of the casualties described above, then the Lessor or Lessee shall have the option to declare this Agreement terminated and at an end, and in that event neither of the parties hereto shall have any further liability under such Agreement.

9. **Covenant Against Liens.** Lessee shall not, by its acts, permit to exist any lien upon the Premises, unless such lien or claim of lien is contested by Lessee, and in such event such contest shall be prosecuted to a final conclusion as speedily as possible, and Lessee shall save and hold harmless Lessor against any and all losses and costs which may necessarily be incurred by Lessor by reason of such lien, and after final determination of such contest, Lessee shall fully pay and discharge any judgment resulting from such contest. Nothing in this Agreement shall be construed as constituting the consent or request of Lessor, expressed or implied, to any contractor, subcontractor, or other person or firm for the performance of any labor, services or materials for use on the Premises or any part thereof, and notice is hereby given that Lessor shall not be liable for any such labor, services or materials furnished to Lessee, nor shall any such liens affect the interest of Lessor in and to the Premises.

10. **Assignment and Subletting.** Lessee shall not assign this Agreement nor shall Lessee have the right to sublet the premises without the express written consent of Lessor.

11. **Termination of Lease.** Either party may terminate this lease by giving 30 days written notice to the other party. Notice shall be deemed good if made by sending such notice by regular mail or electronic mail to the party at the address specified in Paragraph 15, or by personal delivery.

12. **Default.** In the event Lessee fails to comply with the terms and provisions herein as same relate to the Premises, Lessor shall declare Lessee in default. In the event Lessor shall elect to take possession of the Premises as permitted under this paragraph, Lessor shall be entitled to such possession without being guilty in any manner of trespass, and Lessee agrees to deliver possession immediately upon demand to Lessor.

13. **Hold Harmless and Indemnity.** Lessee agrees to hold Lessor harmless for any damages caused by, or arising from, Lessee's use and possession of the Premises, and further agrees to indemnify Lessor in the event any claim for damages is brought against Lessor as a result of, or arising from, Lessee's use and possession of the Premises. This Agreement is in no way intended to waive the sovereign immunity of Lessor.

14. **Waiver.** Failure of Lessor or Lessee to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder or a waiver by Lessor or Lessee at any time, expressed or implied, of any breach of any provisions of this lease or a consent to any subsequent breach of the same or any other provision.

15. **Notices.** All notices to be given by the parties hereunder shall be addressed to the party to receive such notice, with postage prepaid, mailed via U.S. Certified Mail, Return Receipt Requested, to the following:

LESSOR: City of Springdale
Attention: Mayor's Office
201 N. Spring Street
Springdale, AR 72764
dsprouse@springdalear.gov

LESSEE: Perks and Re-Creation Disc Golf, LLC
Attention: Eric Ugolini

eric@perksandre-creation.com

The parties hereto may change the above address by notification to the other in writing, as above required.

16. **Binding Agreement.** This agreement shall inure to the benefit and be binding upon the respective parties, their heirs, successors and assigns.

17. **Number and Gender.** Whenever necessary in this agreement and where the context admits, the singular term and the related pronoun shall include the plural and the appropriate gender.

18. **Full Agreement.** The parties acknowledge this Agreement to be their complete and full agreement in regard to the Premises, and neither is relying upon any oral representations not made in this document.

IN WITNESS WHEREOF, the party identified as Lessee has set its hand and seal the day and year written opposite his respective signature, and Lessor has caused this Agreement to be signed by the person who represents that he has the authority to bind Lessor to this Agreement on the day and year written opposite their respective signatures.

LESSEE:

Perks and Re-Creation Disc Golf, LLC

By: _____
Eric Ugolini, Manager

Date

LESSOR:

City of Springdale, Arkansas

BY: _____
Doug Sprouse, Mayor

Date

BY: _____
Denise Pearce, City Clerk

Date

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE TRANSFER OF
REAL PROPERTY TO THE CITY OF SPRINGDALE
WATER & SEWER COMMISSION.**

WHEREAS, the City of Springdale, Arkansas, owns a tract of land located in Benton County, Arkansas, more specifically known as Benton County Tax Parcel No. 21-00107-021, containing 10.92 acres, more or less, said land being transferred to the City of Springdale by way of Deed filed for record in the land records of Benton County, Arkansas, on March 11, 2021, as Instrument No. L202117740, as a result of the consolidation of Bethel Heights, Arkansas, into the City of Springdale, Arkansas, pursuant to Ark. Code Ann. §14-40-1201, *et. seq.*,

WHEREAS, a large portion of the aforementioned property had previously been utilized by the City of Bethel Heights, Arkansas, as a permitted wastewater treatment site;

WHEREAS, the Springdale Water & Sewer Commission undertook and completed the remediation of the wastewater treatment facilities on the aforementioned property, all at the expense of the Springdale Water & Sewer Commission;

WHEREAS, the Springdale Water & Sewer Commission wishes to obtain ownership of a portion of the above-referenced property, said portion being 0.71 acres, more or less, and more particularly described as follows (“Tract 1”):

A part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Township 18 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows: Commencing at the northwest corner of the NE 1/4 of said NW 1/4; thence South 86 degrees 57 minutes 00 seconds East a distance of 17.75 feet; thence South 02 degrees 12 minutes 05 seconds West a distance of 851.76 feet to a set 1/2-inch diameter iron pin and to the POINT OF BEGINNING OF TRACT 1 (P.O.B. TRACT 1); thence South 86 degrees 38 minutes 50 seconds East a distance of 140.00 feet to a set 1/2-inch diameter iron pin; thence South 02 degrees 12 minutes 05 seconds West a distance of 220.00 feet to a set 1/2-inch diameter iron pin; thence North 86 degrees 38 minutes 51 seconds West a distance of 140.00 feet to a set 1/2-inch diameter iron pin; thence North 02 degrees 12 minutes 05 seconds East a distance of 220.00 feet to the POINT OF BEGINNING OF TRACT 1 (P.O.B. TRACT 1), containing 30,800 square feet, or 0.71 acres, and being subject to the right of way of South Lincoln Street along the west boundary thereof. And also being subject to any easements, rights of ways, covenants and restrictions of record.

Also known as Tract 1 on the attached Tract Split Document.

WHEREAS, the City Council finds that the costs incurred by the Springdale Water & Sewer Commission for the remediation of the wastewater treatment facilities on Tract 1 constitute adequate consideration for the transfer of Tract 1 to the Springdale Water & Sewer Commission;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to affect the transfer of ownership of Tract 1 described herein to the Springdale Water & Sewer Commission.

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

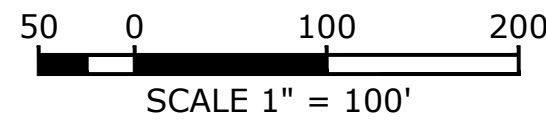
ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

W:\2023\10-SURVEY JOBS\23-2709 - SPRINGDALE, AR. SPRINGDALE WATER UTILITIES TRACT SPLIT BECO PARCEL 21-00107-021 SURVEY BOUNDARY DRAFTING\232709 BOUNDARY WORKING PW.DWG

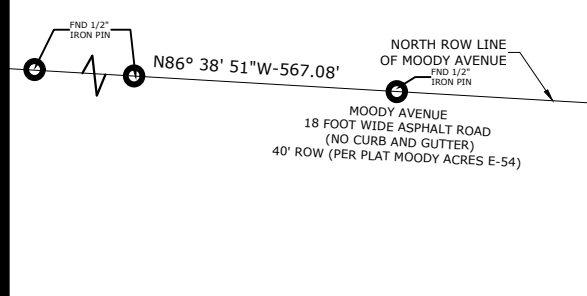
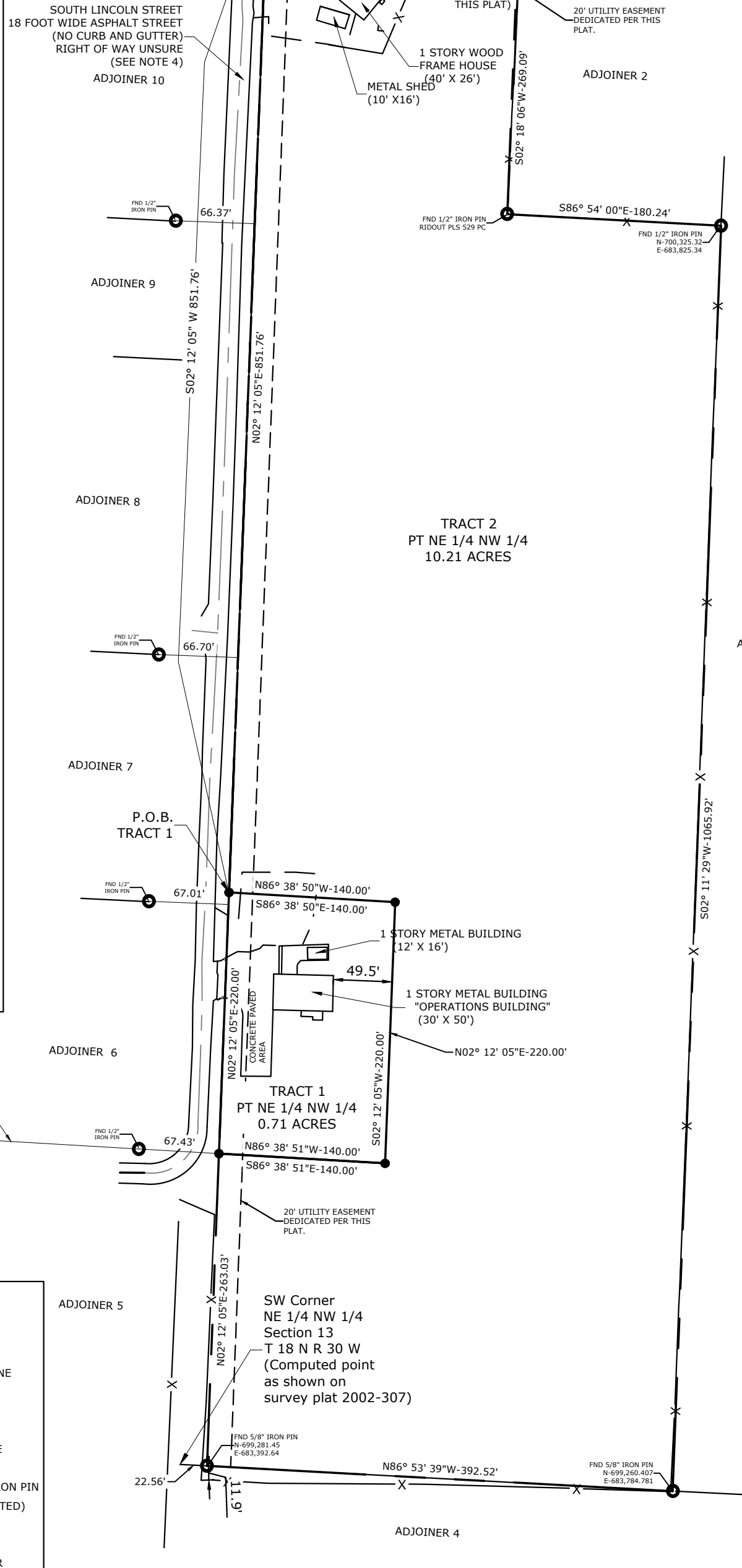


NW Corner NE 1/4 NW 1/4 Section 13 T 18 N R 30 W (Found aluminum monument as shown on survey plat 2002-307. See note 8 for references N-700,616.20 E-683426.18)

LINE TABLE FOR EAST APPLE BLOSSOM AVENUE RIGHT OF WAY DEDICATION

A - S86° 57' 00" E - 212.56 feet
B - S02° 18' 06" W - 32.29 feet
C - N87° 34' 30" W - 212.48 feet
D - N02° 12' 05" E - 34.61 feet

- ADJOINER LIST:
- ADJOINER 1**
PARCEL 12-00295-001
MARISHAMATT PROPERTIES & 4MS PROPERTIES LLC
823 S LINCOLN ST
LOWELL, AR. 72745
TRUSTEES DEED L202185561
ZONE: I-INDUSTRIAL
 - ADJOINER 2**
PARCEL 21-00104-045
KEVIN W BOWEN
313 E APPLEBLOSSOM AVE
SPRINGDALE, AR. 72764
QUIT CLAIM DEED 2013-32528
ZONE: SF-1
 - ADJOINER 3**
PARCEL 21-00104-040
LAWRENCE RAY & JOETTA B. BOWEN REVOCABLE TRUST
323 EAST APPLEBLOSSOM AVENUE
SPRINGDALE, AR. 72764
WARRANTY DEED 2007-2495
ZONE: A-1
 - ADJOINER 4**
PARCEL 21-00107-050
P&C STEELE PROPERTIES LLC
PO BOX 9778
FAYETTEVILLE AR. 72703-9778
CORRECTION WARRANTY DEED 2004-11730
ZONE: A-1
 - ADJOINER 5**
PARCEL 21-00107-025
P&C STEELE PROPERTIES LLC
PO BOX 9778
FAYETTEVILLE AR. 72703-9778
CORRECTION WARRANTY DEED 2004-11730
ZONE: A-1
 - ADJOINER 6**
PARCEL 21-03129-000
CARLEY ELIZABETH LUEKEN & THOMAS WHITTEN, JR.
5830 LINCOLN DRIVE
SPRINGDALE, AR. 72764
WARRANTY DEED L202255864
ZONE: SF-1
 - ADJOINER 7**
PARCEL 21-03125-000
LARRY CASTO & TAMMY CLINES
549 SUNRISE DR
SPRINGDALE, AR. 72764
WARRANTY DEED L202238743
ZONE: SF-1
 - ADJOINER 8**
PARCEL 21-03119-000
CITY OF SPRINGDALE
201 SPRING STREET
SPRINGDALE, AR. 72764
QUIT CLAIM DEED L202117740
ZONE: SF-1
 - ADJOINER 9**
PARCEL 21-00107-024
CITY OF SPRINGDALE
201 SPRING STREET
SPRINGDALE, AR. 72764
QUIT CLAIM DEED L202117740
ZONE: SF-1
 - ADJOINER 10**
PARCEL 21-00107-027
JASON LEE & LISA MICHELLE WILLIAMS
219 E APPLE BLOSSOM AVE
SPRINGDALE, AR. 72764
WARRANTY DEED L20229369
ZONE: SF-1



LEGEND

---	PROPERTY LINE
- - -	EASEMENT LINE
R/W	RIGHT-OF-WAY LINE
---	PARCEL LINE
---	SETBACK LINE
X	FENCE
---	ROAD CENTERLINE
- - -	DITCH FLOWLINE
●	SET 1/2 INCH DIAMETER IRON PIN
⊙	FOUND MONUMENT (AS NOTED)
⊙	CONTROL POINT
⊙	RR SPIKE
⊙	SET P-K NAIL AND FLASHER

Property Description
taken from Quitclaim Deed L202117740.

(Parcel No. 21-00107-021 (formerly 20-00035-010):

A part of the NE 1/4 of the NW 1/4 of Section 13, Township 18 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows:
Commencing at the NW corner of said NE 1/4 of the NW 1/4, thence S86°58'19" E 17.75 feet to the Point of Beginning, thence S2°12'59" W 1334.92 feet along the East boundary of Moody Acres, a Bethel Heights (now Springdale) Subdivision, thence S86°55'53" E393.05 feet along the South line of said NE 1/4 of the NW 1/4, thence N2°10'50"E 1065.92 feet along an existing fence to a found iron pin, thence N86°54'41"W 180.23 feet to a found iron pin, thence N2°18'20"E 260.09 feet through and existing iron pin to the north line of said NE 1/4 of the NW 1/4, thence N86°58'19"W 205.31 feet along the North line of said NE 1/4 of the NW 1/4 to the Point of Beginning, containing 10.92 acres, and Subject to the right-of-way of Apple Blossom Avenue along the North side of the property and subject to the right-of-way of Lincoln Street along the West side of the property and subject to any other easements of record.

TRACT 1 SURVEY DESCRIPTION
(A part of Benton County Parcel # 21-00107-021)

A part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Township 18 North, Range 30 West, Benton County, Arkansas being more particularly described as follows:
Commencing at the northwest corner of the NE 1/4 of said NW 1/4; thence South 86 degrees 57 minutes 00 seconds East a distance of 17.75 feet; thence South 02 degrees 12 minutes 05 seconds West a distance of 851.76 feet to a set 1/2-inch diameter iron pin and to the POINT OF BEGINNING OF TRACT 1 (P.O.B. TRACT 1); thence South 86 degrees 38 minutes 50 seconds East a distance of 140.00 feet to a set 1/2-inch diameter iron pin; thence South 02 degrees 12 minutes 05 seconds West a distance of 220.00 feet to a set 1/2-inch diameter iron pin; thence North 86 degrees 38 minutes 51 seconds West a distance of 140.00 feet to a set 1/2-inch diameter iron pin; thence North 02 degrees 12 minutes 05 seconds East a distance of 220.00 feet to the POINT OF BEGINNING OF TRACT 1 (P.O.B. TRACT 1), containing 30,800 square feet, or 0.71 acres, and being subject to the right of way of South Lincoln Street along the west boundary thereof. And also being subject to any easements, rights of ways, covenants and restrictions of record.

TRACT NO. 2 SURVEY DESCRIPTION
(A part of Benton County Parcel # 21-00107-021)

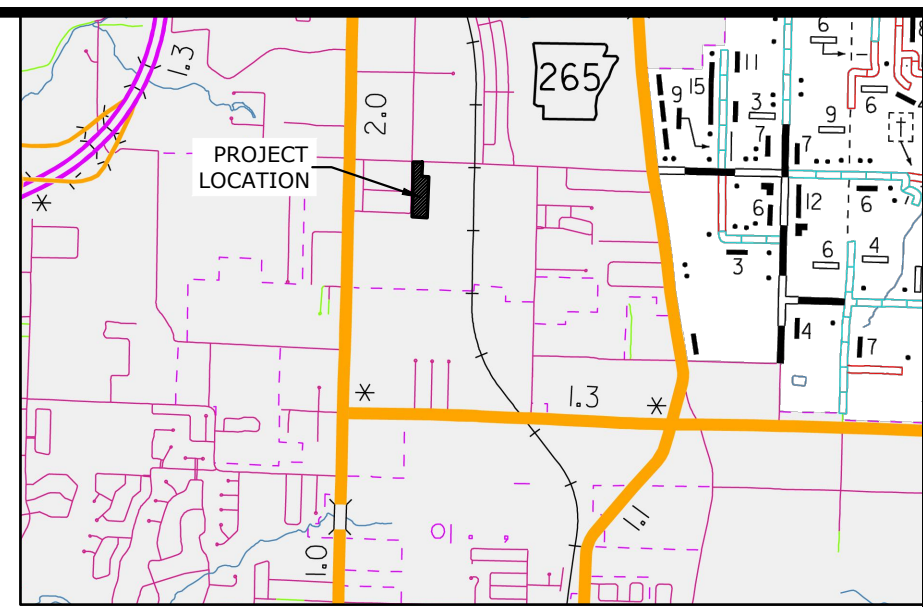
A part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Township 18 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows:
Commencing at a the northwest corner of the NE 1/4 of said NW 1/4 thence South 86 degrees 57 minutes 00 seconds East a distance of 17.45 feet; to a set P-K nail and the POINT OF BEGINNING OF TRACT 2 (P.O.B. TRACT 2) thence continue South 86 degrees 57 minutes 00 seconds East a distance of 212.56 feet to a set P-K nail; thence South 02 degrees 18 minutes 06 seconds West a distance of 269.09 feet to a found 1/2-inch diameter iron pin; thence South 86 degrees 54 minutes 00 seconds East a distance of 180.23 feet to a found 1/2-inch diameter iron pin; thence along an existing fence-line South 02 degrees 11 minutes 29 seconds West a distance of 1065.92 feet to a found 5/8-inch diameter iron pin; thence North 86 degrees 53 minutes 39 seconds West a distance of 392.52 feet to a found 5/8-inch diameter iron pin; thence North 02 degrees 12 minutes 05 seconds East a distance of 263.03 feet to set 1/2-inch diameter iron pin; thence South 86 degrees 38 minutes 51 seconds East a distance of 140.00 feet to set 1/2-inch diameter iron pin; thence North 02 degrees 12 minutes 05 seconds East a distance of 220.00 feet to set 1/2-inch diameter iron pin; thence North 86 degrees 38 minutes 50 seconds West a distance of 140.00 feet to set 1/2-inch diameter iron pin; thence North 02 degrees 12 minutes 05 seconds East a distance of 851.76 feet to the POINT OF BEGINNING OF TRACT 2 (P.O.B. TRACT 2), containing 444,544 square feet or 10.21 acres, and being subject to the right of way of East Apple blossom Avenue along the north boundary and subject to the right of way of South Lincoln Street along the west boundary thereof. And also, being subject to any easements, covenants, rights of way and restrictions of record.

EAST APPLE BLOSSOM AVENUE RIGHT OF WAY DEDICATION DESCRIPTION
(A part of Benton County Parcel # 21-00107-021)

A part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Township 18 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows:
Commencing at a the northwest corner of the NE 1/4 of said NW 1/4 thence South 86 degrees 57 minutes 00 seconds East a distance of 17.75 feet; to a set P-K nail and the POINT OF BEGINNING OF THE EAST APPLE BLOSSOM AVENUE RIGHT OF WAY DEDICATION (P.O.B. ROW DEDICATION) thence South 86 degrees 57 minutes 00 seconds East a distance of 212.56 feet; thence South 02 degrees 18 minutes 06 seconds West a distance of 32.29 feet thence North 87 degrees 34 minutes 30 seconds West a distance of 212.48 feet thence North 02 degrees 12 minutes 05 seconds East a distance of 34.61 feet to the POINT OF BEGINNING OF THE EAST APPLE BLOSSOM AVENUE RIGHT OF WAY DEDICATION (P.O.B. ROW DEDICATION), containing 7,109 square feet, or 0.16 acres. And also being subject to any easements, covenants, rights of way and restrictions of record.

(A part of Benton County Parcel # 21-00107-021)

A part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Township 18 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows:
Commencing at the northwest corner of the NE 1/4 of said NW 1/4 thence South 86 degrees 57 minutes 00 seconds East a distance of 17.75 feet; thence South 02 degrees 12 minutes 05 seconds West a distance of 851.76 feet to a set 1/2-inch diameter iron pin and to the POINT OF BEGINNING OF TRACT 1 (P.O.B. TRACT 1); thence South 86 degrees 38 minutes 50 seconds East a distance of 140.00 feet to a set 1/2-inch diameter iron pin; thence South 02 degrees 12 minutes 05 seconds West a distance of 220.00 feet to a set 1/2-inch diameter iron pin; thence North 86 degrees 38 minutes 51 seconds West a distance of 140.00 feet to a set 1/2-inch diameter iron pin; thence North 02 degrees 12 minutes 05 seconds East a distance of 220.00 feet to the POINT OF BEGINNING OF TRACT 1 (P.O.B. TRACT 1), containing 30,800 square feet, or 0.71 acres, and being subject to the right of way of South Lincoln Street along the west boundary thereof. And also, being subject to any easements, covenants, rights of way and restrictions of record.



PRELIMINARY
SUBJECT TO CHANGE

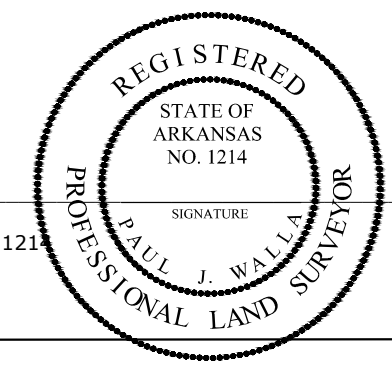
CITY OF SPRINGDALE APPROVAL FOR RECORDING	DATE	SIGNATURE
		DIRECTOR PLANNING AND COMMUNITY DEVELOPMENT DIVISION

THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT TO THE CITY OF SPRINGDALE FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. THE UNDERSIGNED CERTIFY THAT THE PLATTING AS FILED ON RECORD CANNOT BE CHANGED UNLESS VACATED PURSUANT TO APPLICABLE LOCAL OR OTHER LAW.

I, THE UNDERSIGNED, HAVE THE AUTHORITY TO EXECUTE THE CERTIFICATE OF TRANSMITTAL, OWNERSHIP, AND ORDINANCE.

OWNER	NOTARY
NAME _____ DATE _____	SIGNATURE _____ DATE _____
SIGNATURE _____	COUNTY _____ STATE _____

CERTIFICATE OF SURVEYING ACCURACY:
I hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown.



Paul Walla
ARK. PLS # 1214
2/15/2024

- SURVEY NOTES:
- 1) DEED REFERENCE: QUIT CLAIM DEED L202117740
 - 2) BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM NORTH ZONE. COORDINATES ARE SHOWN ON SELECTED CORNERS.
 - 3) THE FOLLOWING DOCUMENTS WERE REVIEWED AS PART OF THIS SURVEY: PLAT 2002-307, PLAT 2004-214, PLAT 26-77, PLAT 3-523, PLAT 2007-192, PLAT L2019683025, PLAT 2008-377, PLAT E-54(MOODY ACRES), WARRANTY DEED 2002-147860.
 - 4) RIGHT OF WAY OF EAST APPLE BLOSSOM ROAD: THE CITY OF SPRINGDALE 2017 MASTER STREET PLAN (MSP) SHOWS APPLE BLOSSOM ROAD AS A MAJOR COLLECTOR. THIS PLAT USES A 75-FOOT WIDE RIGHT OF WAY, 35 FEET ON EACH SIDE OF THE STREET CENTERLINE, AS SHOWN ON PLAT 2008-377. RIGHT OF WAY OF SOUTH LINCOLN STREET: THE CITY OF SPRINGDALE 2017 MASTER STREET PLAN (MSP) SHOWS NO RIGHT OF WAY WIDTH ON SOUTH LINCOLN STREET. PLAT 3-54 (MOODY ACRES) SHOWS A DISTANCE OF 65.8 FEET FROM THE "EAST EDGE OF COUNTY ROAD" TO THE EAST BOUNDARY LINES OF BLOCKS 1 AND 2 OF MOODY ACRES. THE DISTANCE OF 65.8 MAY BE THE ROW WIDTH.
 - 5) THIS PROPERTY IS NOT WITHIN FLOOD ZONE A AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP 05007C0435, DATED 9/28/2007.
 - 6) ORANGE PLASTIC CAPS EMBOSSED "PLS 1214" WERE PLACE ON ALL SET IRON PINS.
 - 7) FOUND 5/8 IRON PIN AT SOUTHEAST PROPERTY CORNER: N-699,260.407, E-683,794.781, EL. 1345.121, CONVERGENCE -1°14'24.83"
 - 8) NW CORNER NE 1/4 NW 1/4 SECTION 13 T 18 N R 30 W. FOUND ALUMINUM MONUMENT. CORNER REFERENCES: FOUND COTTON PICKER SPRINGLE - S 08°47'21" E 3-41 FEET. FOUND 1/2 INCH IRON PIN S 49°20'49" W 43.98 FEET. FOUND 5/8 IRON PIN S 28°06'00" W 35.18 FEET.
 - 9) THIS PROPERTY IS CURRENTLY ZONED: A-1
 - 10) NOTICE OF PRIOR USE OF PROPERTY IS RECORDED AS DOCUMENT L202343434.

MCE McCLELLAND CONSULTING ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

TRACT SPLIT FOR
SPRINGDALE WATER UTILITIES
EAST APPLEBLOSSOM ROAD & SOUTH LINCOLN STREET
SPRINGDALE, AR.

REV	DATE	DESCRIPTION

TRACT SPLIT

PROJ. MANAGER: PW	DRAWN BY: PW
DATE: 2/24	REVISION:
SCALE: AS NOTED	PROJ. NUMBER: 232709

TS-1

RESOLUTION _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH ILLINOIS RIVER WATERSHED PARTNERSHIP, FOR ESTABLISHMENT OF SPRING CREEK VEGETATIVE BUFFER IN DOWNTOWN SPRINGDALE

WHEREAS, Spring Creek is a popular location for recreation due to its proximity to Downtown Springdale, the Razorback Greenway and Dean’s Trail, visible to many Springdale residents and visitors; and

WHEREAS, the establishment of creekside vegetation will increase aesthetic value, while protecting the stream and floodplain from erosion and provide an educational component to visitors; and

WHEREAS, the proposed vegetation requires less maintenance for the Public Works Department once established and would beautify the area along Spring Creek from Ford Ave to Meadow Ave, an area of approximately 13.2 acres and 7500 linear feet of streambank; and

WHEREAS, Illinois River Watershed Partnership operates a riparian restoration program, which pays 75% of the total contract cost of \$101,567.96, including developing a long-term maintenance plan; and

WHEREAS, the landowner agreement has been submitted for approval with a total contribution of \$25,399.49 from the City of Springdale (25% of project cost), as shown in the attached documents; and

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

Section 1. Expenditures for this project will be paid out of general fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute a landowner agreement with Illinois River Watershed Partnership for an amount not to exceed \$25,399.49, which may include payment in kind.

Section 3. The Mayor is hereby authorized to execute change orders to this contract provided the cumulative total does not exceed 10% of the original contract price.

PASSED AND APPROVED ON THE __ DAY OF MARCH 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City
Attorney

RIPARIAN RESTORATION PROGRAM LANDOWNER AGREEMENT



The goal of this project is to improve water quality in the Osage Creek 10-Digit HUC located within the Illinois River watershed through the implementation of conservation practices along 9,700 linear feet of streambank of Spring Creek and its tributaries. Project location is in Washington County, AR. Conservation practices include:

1. **Riparian Forest Buffer**-A total of 2,379 native trees and shrubs, 2,250 herbaceous plugs, and 2,000 live stakes will be planted in Project Areas 1, 2, 4, and 5 to re-establish 19 acres of Riparian Forest Buffer (Please see Conservation Plan Maps for specific areas) along 9,600 linear feet of Spring Creek and its tributaries in Washington County, AR. A riparian buffer is a multi-purpose practice that is designed to help stabilize bank erosion, filter out nutrients, sediments, and other pathogens, create shade, lower water temperatures, create pollinator habitat, and improve habitat for aquatic and terrestrial wildlife.
2. **Conservation Cover**- A total of 8.33 acres of urban native prairie habitat will be established and maintained in Project Areas 1, 4, and 5 on the Conservation Plan Maps. Permanent perennial vegetative cover, otherwise known as Conservation Cover, will be established, and maintained in these areas to protect soil and water resources and enhance wildlife habitat. Adequate site preparation and establishment techniques such as herbicide application, prescribed fire, disking, hydro-mulching (if necessary), and planting of a cover crop will be used to ensure planting success.
3. **Invasive Species Management**- There are multiple invasive species on the property such as Johnson Grass, Poison Hemlock, Chinese Privet, Bush Honeysuckle, Multiflora Rose, and Wintercreeper that need to be controlled. Most of these species are tolerant of shade and disease, and are adaptable, aggressive spreaders that form dense thickets and can often create monoculture. These invasive species are detrimental to our native species, often providing little food, cover, or habitat for wildlife.

Treatment will likely include multiple herbicides and/or mechanical applications throughout the 2024 growing season on all riparian buffer zones

(please refer to Conservation Plan Maps), a total of 19.5 acres.

4. **Educational Signage**-6 educational/interpretive signs will be installed at the project sites at locations agreed upon by the City of Springdale and the IRWP Program Manager. Signs such as these will be beneficial to this area as they will aid in helping surrounding landowners and locals residents who frequently utilize the Razorback Greenway and connected trail systems to understand the importance of the restoration activities that are currently being implemented. Information such as watershed maps, a project map with practices and project areas, IRWP's mission regarding water quality, partner and sponsor logos, and other educational information about water quality and conservation are all examples of things that could be considered in the sign(s).
 - a. Please refer to IRWP updated signage design for use at this project location. This can be obtained by contacting the IRWP Program Manager at jake@irwp.org or the Assistant Director at morgan@irwp.org.
5. **Maintenance**-IRWP will include one year of maintenance to ensure survivability of planted areas, but it is also highly recommended that the City of Springdale maintain an Annual Stewardship Plan from years 1-3 after this agreement ends to ensure long term success of the project. IRWP can develop an Annual Stewardship Plan to maintain the project for the City of Springdale.

CONTRACTING PARTIES

This agreement is made by and between:

ILLINOIS RIVER WATERSHED PARTNERSHIP, whose address is 221 S. Main Street, Cave Springs, AR 72718, hereafter referred to as IRWP,

LANDOWNER, whose name is City of Springdale, AR whose mailing address is 201 Spring Street Springdale, AR 72764 and telephone number is 479-750-8114.

This Agreement is effective beginning on the date it is signed by all parties and ends December 31, 2024.

All work will be performed on parcels belonging to the City of Springdale, AR,

described in maps in Exhibit A.

LANDOWNER

LANDOWNER grants IRWP and its contractors the authority to complete the project described in Exhibit A. Any donation of supplies, equipment, or direct payment from IRWP to LANDOWNER for carrying out the projects or practices is included in Exhibit A. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the LANDOWNER, IRWP, or other parties, as a result of any mandated requirements.

LANDOWNER guarantees ownership of the land described in Exhibit A and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

LANDOWNER agrees to allow access (with advance notice) to IRWP and other contractors or cooperating partners to implement the project described in Exhibit A, and to monitor project success.

LANDOWNER retains all rights to control access and retains all responsibility for taxes, assessments, and damage claims.

LANDOWNER shall be under no obligation to IRWP after the term of the Agreement has expired.

LANDOWNER agrees to maintain the project area for the total lifespan of the project (15 years), after IRWP's initial establishment period has ended as described in Exhibit A.

LANDOWNER will NOT be responsible for replacing conservation practices that are damaged or destroyed by severe acts of nature.

LANDOWNER agrees to provide 25% match of total cost of the project via either in-kind donation or financial contribution. Any additional grants, materials, labor, equipment, or financial contributions by partner organizations or individuals, will be credited toward LANDOWNER's 25% match.

LANDOWNER in-kind labor and equipment contributions GREATER than 25% of total project costs are considered donations to the project, not reimbursable expenses. IRWP will not pay LANDOWNER directly for hours worked on their own project, but will credit those hours or equipment contributions toward the LANDOWNER'S 25% match.

If LANDOWNER contributes no in-kind labor or equipment, LANDOWNER agrees to provide **\$50,069.29** in financial match toward the completion of this project.

IRWP

IRWP will work with LANDOWNER, contractors, and Cooperating Partners throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement.

IRWP, its agents, or assignees will provide advanced notice prior to accessing LANDOWNER'S property to implement the project described in the work plan, and to monitor project success.

IRWP assumes no liability for damage or injury on the above acreage. IRWP does not assume jurisdiction over the premises by this Agreement.

IRWP agrees to provide project management as well as 75% of all project costs, or up to **\$150,207.87** including one year of project maintenance, to ensure vegetation establishment and overall project success.

INDEMNIFICATION

To the extent permitted by law, LANDOWNER and IRWP mutually agree to indemnify and hold harmless all officers, agents, employees, successors, and assigns, from and against any and all claims, demands, penalties, losses, liabilities, expenses, damages, lawsuits, or actions arising out of or resulting from the misconduct or the willful or negligent acts or omissions of any employees, subcontractors, or for anyone for whose acts it may be liable for bodily injury, death, or damage to property related to IRWP's Riparian Restoration activities under this Agreement.

MODIFICATIONS TO AGREEMENT

This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if LANDOWNER terminates the Agreement before its expiration, or if LANDOWNER should materially default on these commitments, then LANDOWNER agrees to reimburse IRWP prior to final termination for the prorated costs of all riparian restoration activities placed on the land through this Agreement.

Signatures:

LANDOWNER-City of Springdale, AR

Date

IRWP Board of Directors-Steven Beam

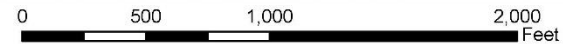
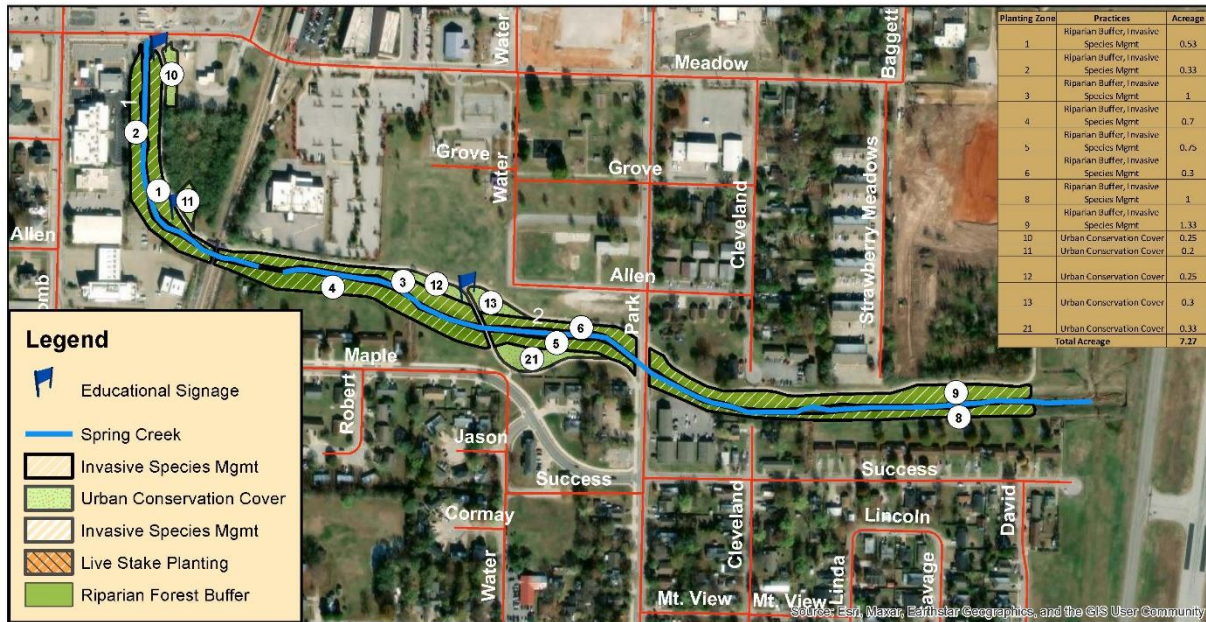
Date

Exhibit A

Project Area 1

Spring Creek Project
 Springdale, AR
 Washington County
 36°10'53.50"N 94° 7'33.62"W

10-Digit HUC: 1111010303
 Osage Creek-Illinois River
 12-Digit HUC: 111101030302
 Spring Creek-Osage Creek



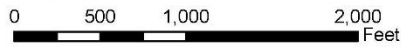
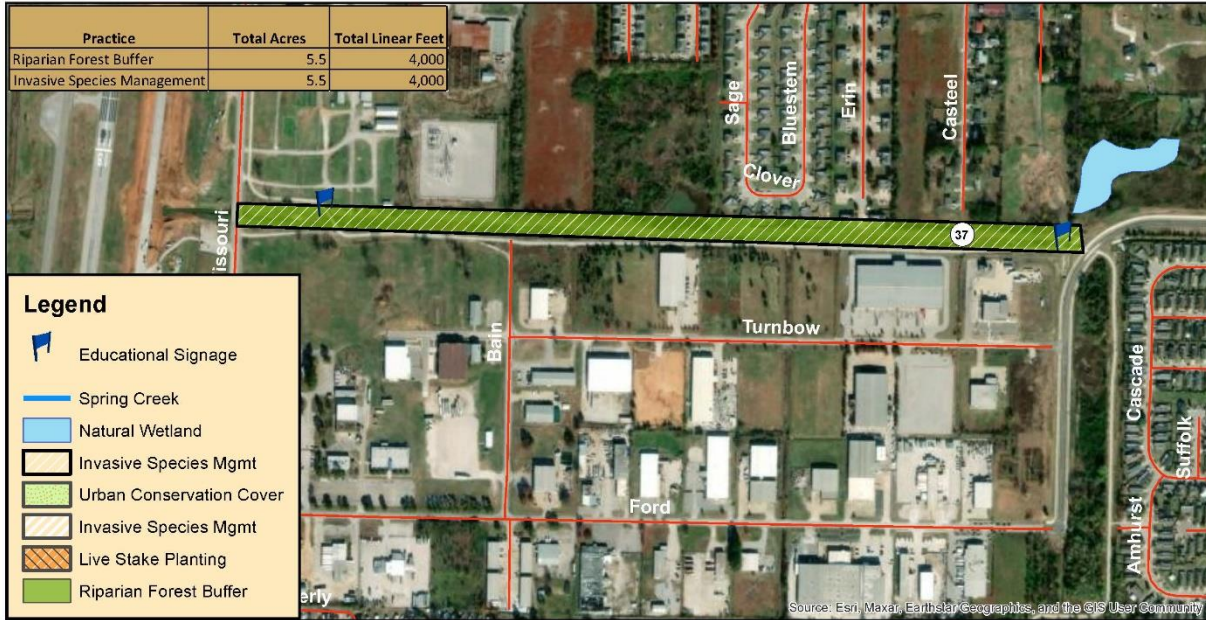
Jake Owens
 Illinois River Watershed Partnership
 Restoration Specialist



Project Area 2

Spring Creek Project
 Springdale, AR
 Washington County
 36°10'50.37"N 94° 6'24.45"W

10-Digit HUC: 1111010303
 Osage Creek-Illinois River
 12-Digit HUC: 111101030302
 Spring Creek-Osage Creek



Jake Owens
 Illinois River Watershed Partnership
 Restoration Specialist



Project Area 4

Spring Creek Project
 Springdale, AR
 Washington County
 36°12'23.83"N 94° 9'34.55"W

10-Digit HUC: 1111010303
 Osage Creek-Illinois River
 12-Digit HUC: 111101030302
 Spring Creek-Osage Creek



0 250 500 Feet

Jake Owens
 Illinois River Watershed Partnership
 Restoration Specialist



Project Area 5

Spring Creek Project
 Springdale, AR
 Washington County
 36°12'13.09"N 94° 9'34.27"W

10-Digit HUC: 1111010303
 Osage Creek-Illinois River
 12-Digit HUC: 111101030302
 Spring Creek-Osage Creek



Legend

- Streambank Stabilization
- Stream Barrier
- Educational Signage
- Unnamed Tributary
- Invasive Species Mgmt
- Urban Conservation Cover
- Invasive Species Mgmt
- Live Stake Planting
- Riparian Forest Buffer



Jake Owens
 Illinois River Watershed Partnership
 Restoration Specialist

Narrative of Conservation Activities

March-June 2023

- IRWP Program Manager will conduct pre-construction site visit with contractors for Conservation Cover, Riparian Forest Buffer, and Invasive Species Mgmt. Program Manager will then select firm and develop contract(s) to implement practices.
- IRWP Program Manager will secure seed from AGFC or another source to include local plant genotypes for Conservation Cover areas.
- IRWP Program Manager will order native trees and shrubs to be planted in Spring or early Summer of 2024. (Springdale Public Works to provide watering once per week during hot summer months if experiencing drought conditions).
- Selected contractor will begin site preparation activities for 8.33 acres of Conservation Cover, including any herbicide treatments, prescribed burning, and brush-hogging needed prior to seeding.
- Selected contractor will perform initial and follow up invasive species treatment of 19.5 acres along Spring Creek.

July-August 2024

- Selected contractor will perform 3rd treatment of invasive species along 9,600 linear feet of Spring Creek (19.5 Acres).
- Selected contractor will perform follow up treatments for site preparation activities for 8.33 acres of Conservation Cover.
- IRWP Program Manager will work on educational signage design and ordering in cooperation with City of Springdale.

September-December 2024

- Selected contractor will perform 4th treatment of invasive species along 3,000 linear feet of Spring Creek (6.5 acres)
- Selected contractor will brush hog and disk 8.33 acres of Conservation Cover prior to planting.
- Selected contractor will establish 8.33 acres of Conservation Cover in Project Areas 1, 4, and 5.
- IRWP Program Manager will coordinate installation of educational signage

for all project areas.

Payment and Invoicing

IRWP Program Manager will track all project-related expenses and in-kind contributions. IRWP will invoice the City of Springdale for their match portion, not to exceed **\$50,069.29** upon completion of project, likely in November-December of 2024.

Proposed Project Budget

Conservation Practice	Project Area	Quantities	Estimated Cost
Riparian Forest Buffer	1	6 Acres Total	\$33,330.66
		654 Native Trees and Shrubs	
		1,000 Herbaceous Plugs	
	2	500 Live Stakes	\$29,479.30
		5.5 Acres Total	
		600 Native Trees and Shrubs	
		500 Herbaceous Plugs	
	4, 5	500 Live Stakes	\$48,179.20
		7.5 Acres (100' Buffer West of Stream, 50' Buffer East of Stream)	
1,125 Native Trees and Shrubs			
Urban Conservation Cover	1	750 Herbaceous Plugs	\$4,788.00
		1,000 Live Stakes	
	4, 5	1.33 Acres Total	\$27,000.00
		10 LBS/Acre Native Pollinator and Upland Habitat Seed Mix	
Invasive Species Management	1	6 Acres Light Infestation	\$8,000.00
	2	5.5 Acres Light to Moderate Infestation	\$8,000.00
	4, 5	7.5 Acres Moderate to Severe Infestation	\$12,000.00
Educational Signage	1	6 Total	\$12,000.00
	2		
	4, 5		
1 Year Annual Stewardship/Maintenance	1	6 Acres Total	\$5,000.00
	2	5.5 Acres Total	\$5,000.00
	4, 5	7.5 Acres (100' Buffer West of Stream, 50' Buffer East of Stream)	\$7,500.00
Total Estimated Project Cost=			\$200,277.16
IRWP 75% Contribution			\$150,207.87
City of Springdale 25% Match			\$50,069.29

RESOLUTION _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO A CONTRACT WITH ILLINOIS RIVER WATERSHED
PARTNERSHIP, FOR ESTABLISHMENT OF SPRING CREEK
TRIBUTARY VEGETATIVE BUFFER IN JB HUNT PARK**

WHEREAS, JB Hunt Park is a busy city park that includes ball fields, disc golf courses, and open areas adjacent to Spring Creek Tributary for the recreation and enjoyment of Springdale residents; and

WHEREAS, the establishment of creekside vegetation will increase aesthetic value, while protecting the stream from erosion and providing an educational component to visitors; and

WHEREAS, the proposed vegetation requires less maintenance for the Parks and Recreation Department once established and would beautify the area along Spring Creek Tributary along the entire frontage of JB Hunt Park along Silent Grove Road, an area of approximately 8.3 acres and 1124 linear feet of streambank; and

WHEREAS, Illinois River Watershed Partnership operates a riparian restoration program, which pays 75% of the total contract cost of \$98,679.20, including developing a long-term maintenance plan; and

WHEREAS, the landowner agreement has been submitted for approval with a total contribution of \$24,669.80 from the City of Springdale (25% of project cost), as shown in the attached documents; and

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

Section 1. Expenditures for this project will be paid out of general fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute a landowner agreement with Illinois River Watershed Partnership for an amount not to exceed \$24,669.80, which may include payment in kind.

Section 3. The Mayor is hereby authorized to execute change orders to this contract provided the cumulative total does not exceed 10% of the original contract price.

PASSED AND APPROVED ON THE __ DAY OF MARCH 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City
Attorney

CONSERVATION PLAN

Spring Creek-Downtown Springdale, AR

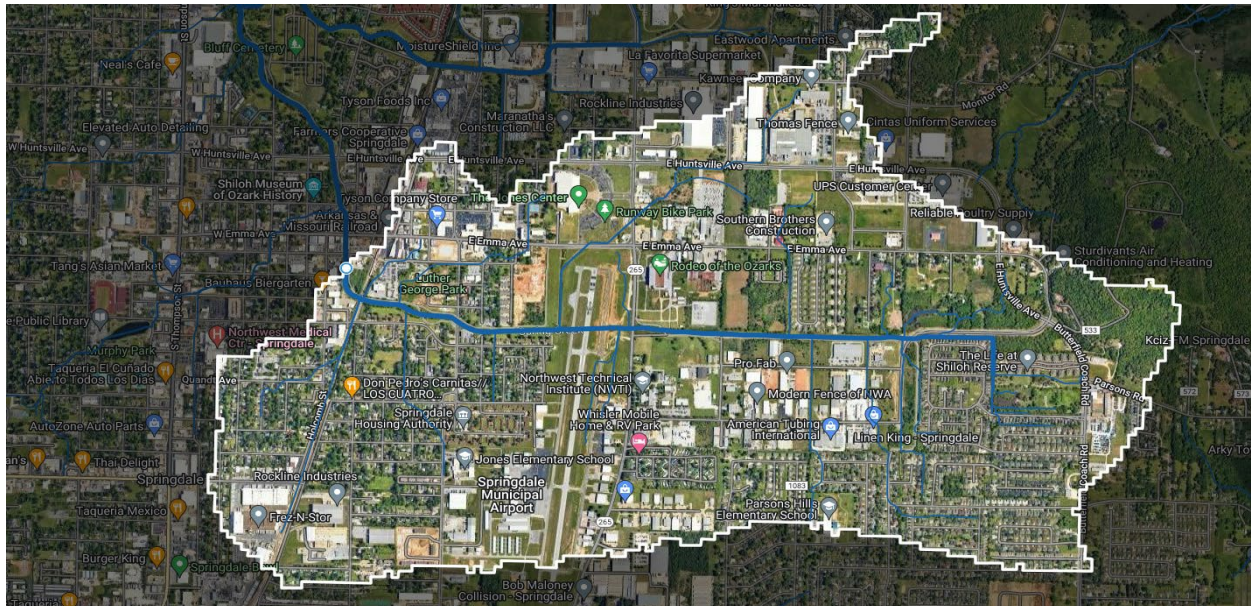
Washington County, AR 72764

10 Digit HUC: 1111010303

Osage Creek-Illinois River

12 Digit HUC: 111101030302

Spring Creek-Osage Creek



Prepared By:

Jake Owens

Restoration Specialist

Illinois River Watershed Partnership

221 Main Street, Cave Springs, AR 72718

jake@irwp.org



Table of Contents

Purpose	3
Background and Need for Action	4
Conservation Plan Maps	5
List of Natural Resource Concerns	9
Recommendations for Best Management Practices	9
Riparian Forest Buffer Enhancement	10
Urban Conservation Cover	13
Invasive Species Management	14
Additional Practice Recommendations	17
Estimated Project Budget	24

The purpose of this conservation plan is to:

1. Determine the overall site objectives of the landowner and how these goals pertain to water quality and stormwater management in the Illinois River Watershed.
2. Use a watershed management approach to provide the landowner with an overview of natural resource concerns on the property as they pertain to soil, water, air, plants, and animals, as well as a list of best management practices to address them.
3. Formulate alternatives that enhance or protect identified natural resource concerns, improve water quality, and align with the landowner's overall objectives.



Background and Need for Action

Springdale, AR, originally named “Shiloh”, is located in Washington and Benton counties and is currently the 4th most populated city in the state. With a total area of 108.9 square miles, Springdale currently has a total of 87,609 residents and is one of the most important industrial cities in the region. Archaeologists believe the area now called Springdale was first occupied around 12,000 years ago, and in later years by the Osage and Cherokee Indian tribes as well as European settlers, eventually becoming an important stop for Native Americans on the Trail of Tears. By the 1930’s, the poultry industry was beginning to grow in Northwest Arkansas, which in turn caused Springdale’s industrial areas to begin to expand. Companies such as Steele Canning Company, Tyson Foods, George’s, Inc, and several large-scale trucking companies like Jones Truck Lines, Willis Shaw, and J.B. Hunt. Harps Food Stores also originated in Springdale. Springdale now has over 75 manufacturing and processing plants, which has brought many jobs as well as people to the area over the years.

Spring Creek, also called “Town Branch” flows right through the heart of downtown Springdale, and in the early years of settlement was an important water source for much of the community. Many early settlers utilized Spring Creek as well as its’ surrounding springs and tributaries to water mules and horses, water crops, and supply water to the various businesses in places such as Mill Street. As population and development become more prevalent, the creek’s morphology also continued to change, and in the 1970’s Spring Creek was partially channeled as an attempt to better control flooding and help direct stormwater, and still today flows along and underneath many of the businesses in downtown Springdale. Currently, we still face the challenges that fast-paced population growth, development, commercial animal production, and a changing climate pose throughout the watershed.

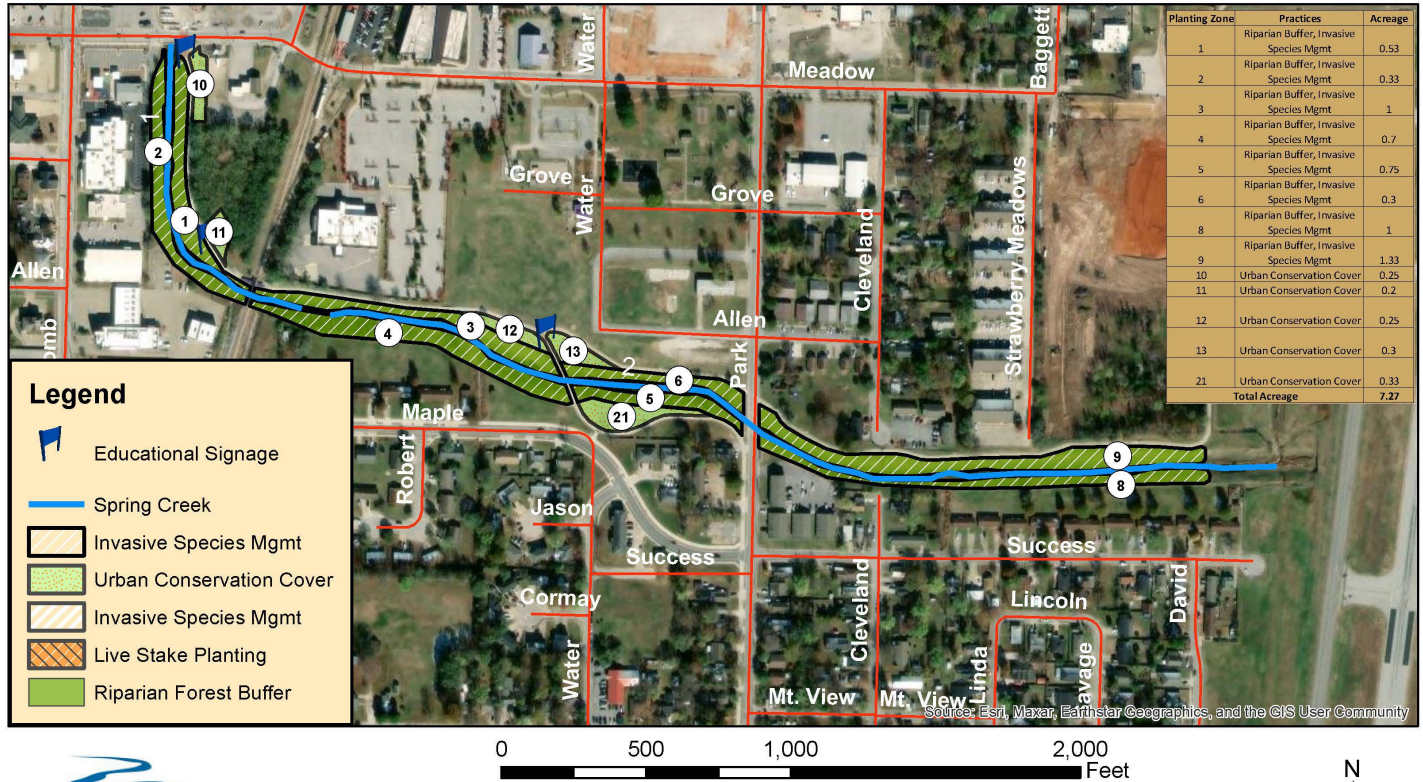
Although the Spring Creek segment has not been listed on the 303d list of impaired waterbodies since 2008, it was previously impaired due to pathogens and total phosphorous and it and its tributaries, along with nearby Osage Creek, is still considered a priority stream today. Potential sources of pathogens in prior years included inadequately disinfected wastewater treatment plant discharges, sewers overflowing after storm events and illicit discharges of domestic sewage, failing septic systems, and domestic animal, wildlife, streambank erosion, and waterfowl excrement. Currently, the municipal wastewater treatment plants have been upgraded in hopes to reduce the concentrations of nutrients in discharge. With a rapidly changing/growing Northwest Arkansas, now is more important than ever for municipalities to have a “Conservation Oriented” mindset, ensuring the protection of our streams and waterbodies for us and future generations to utilize and enjoy.

Conservation Plan Maps

Zone 1-West of Springdale Airport

Spring Creek Project
Springdale, AR
Washington County
36°10'53.50"N 94° 7'33.62"W

10-Digit HUC: 1111010303
Osage Creek-Illinois River
12-Digit HUC: 111101030302
Spring Creek-Osage Creek



Jake Owens
Illinois River Watershed Partnership
Restoration Specialist



Recommended Conservation Practices:

- Riparian Forest Buffer Enhancement
- Invasive Species Management
- Urban Conservation Cover

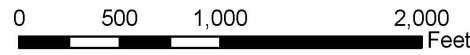
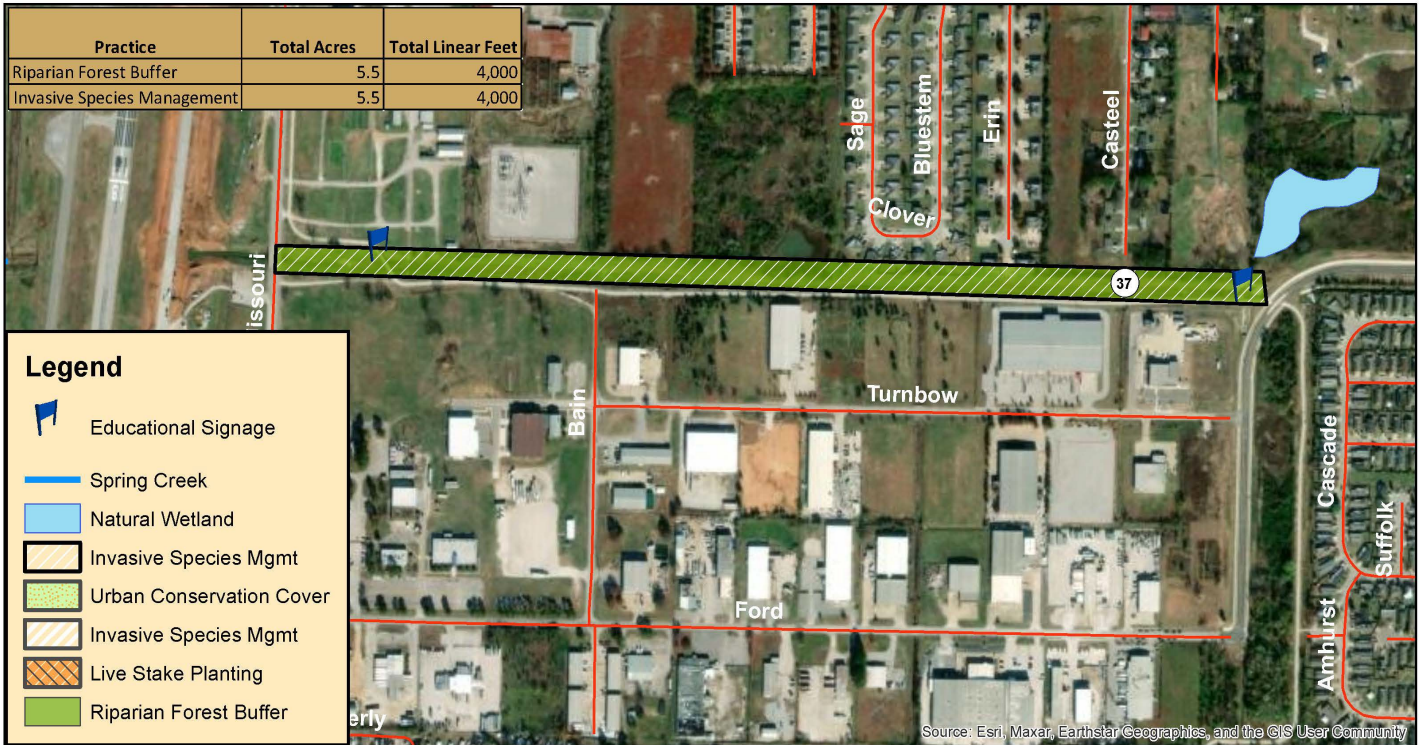
Additional Recommended Practices:

- Storm Drain Inlet and Outlet Trash Capture Technologies

Zone 2-East of Springdale Airport

Spring Creek Project
 Springdale, AR
 Washington County
 36°10'50.37"N 94° 6'24.45"W

10-Digit HUC: 1111010303
 Osage Creek-Illinois River
 12-Digit HUC: 111101030302
 Spring Creek-Osage Creek



Jake Owens
 Illinois River Watershed Partnership
 Restoration Specialist



Recommended Conservation Practices:

- Riparian Forest Buffer Enhancement
- Invasive Species Management

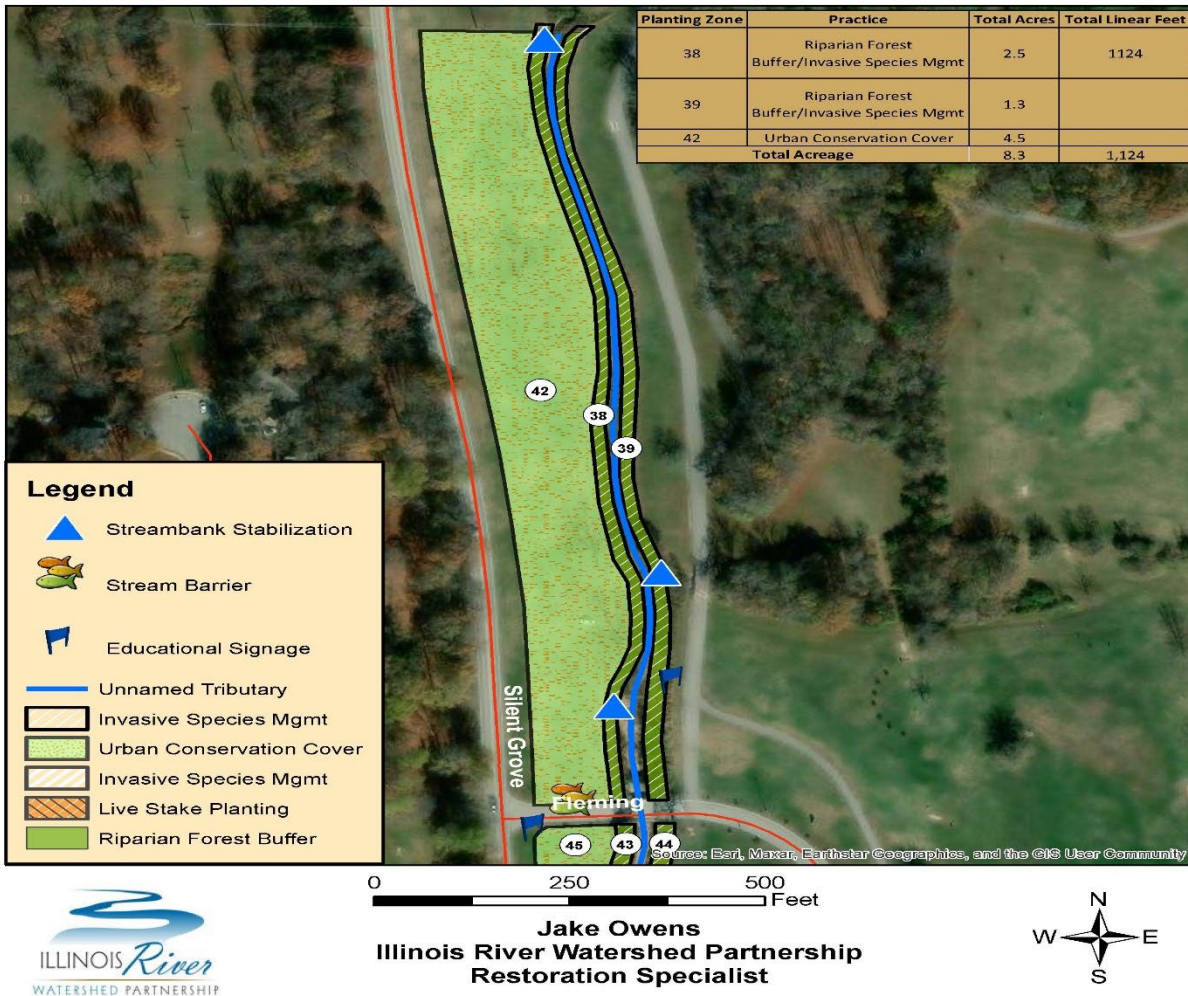
Additional Recommended Practices:

- Storm Drain Inlet and Outlet Trash Capture Technologies
- Constructed Wetland(s)/Bio-retention at downstream end of concrete drainage along Ford Avenue

Zone 4-Silent Grove Road/North of Fleming Drive Bridge

Spring Creek Project
 Springdale, AR
 Washington County
 36°12'23.83"N 94° 9'34.55"W

10-Digit HUC: 1111010303
 Osage Creek-Illinois River
 12-Digit HUC: 111101030302
 Spring Creek-Osage Creek



Recommended Conservation Practices:

- Riparian Forest Buffer Enhancement
- Invasive Species Management
- Urban Conservation Cover
- Live Stake Planting for Bank Stabilization

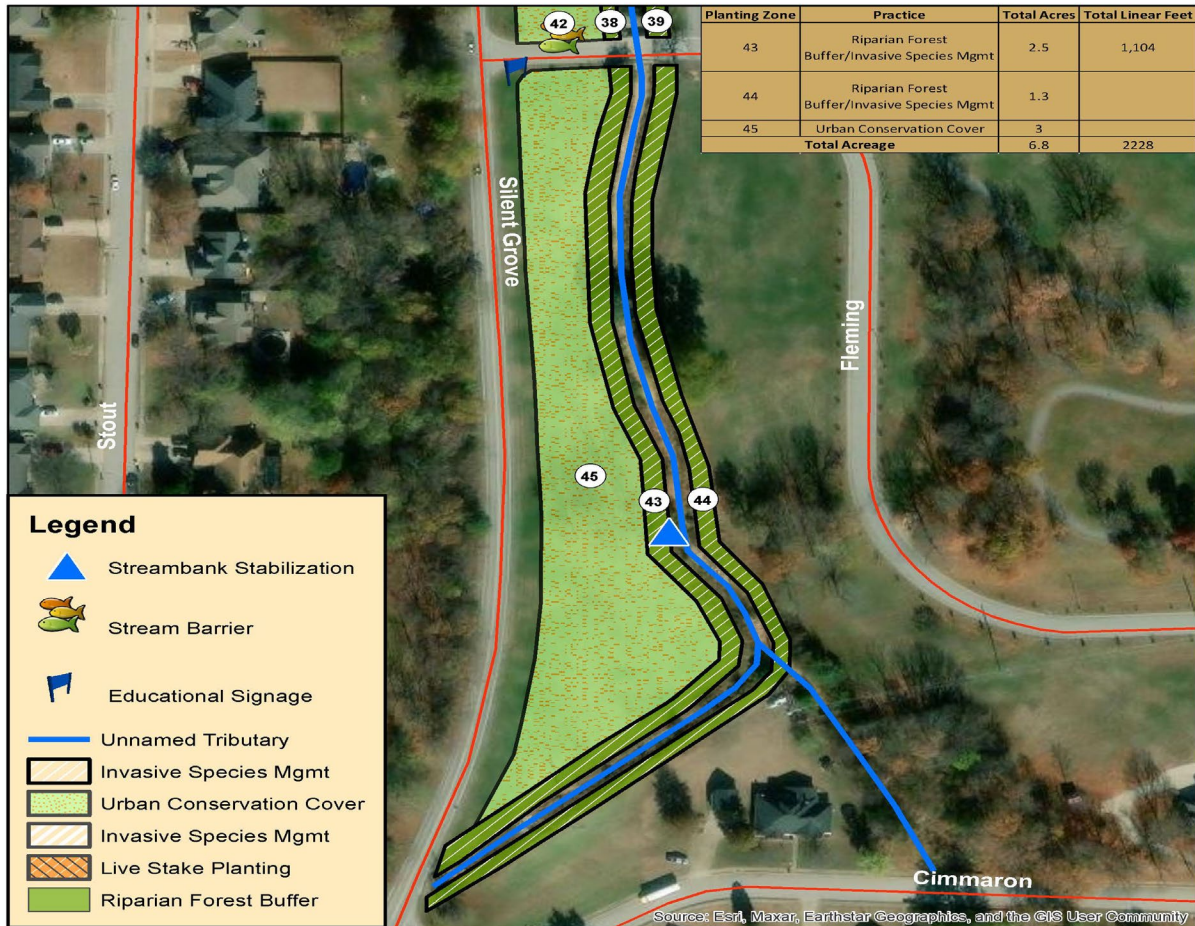
Additional Recommended Practices

- Stream Barrier Removal
- Natural Channel Design Streambank Stabilization
 - Stabilized Access for Residents

Zone 5-Silent Grove Road/South of Fleming Drive Bridge

Spring Creek Project
 Springdale, AR
 Washington County
 36°12'13.09"N 94° 9'34.27"W

10-Digit HUC: 1111010303
 Osage Creek-Illinois River
 12-Digit HUC: 111101030302
 Spring Creek-Osage Creek



0 250 500 Feet

Jake Owens
 Illinois River Watershed Partnership
 Restoration Specialist



Recommended Conservation Practices:

- Riparian Forest Buffer Enhancement
- Invasive Species Management
- Urban Conservation Cover
- Live Stake Planting for Bank Stabilization

Additional Recommended Practices

- Natural Channel Design Streambank Stabilization

List of Natural Resource Concerns

1. Bank Erosion from Streams, Shorelines, or Water Conveyance Channels
2. Nutrients, Sediment, and Pesticides Transported to Groundwater and Surface Waters
3. Pathogens and Chemicals from Manure, Bio-Solids or Compost Applications Transported to Groundwater and Surface Waters
4. Elevated Water Temperature
5. Inadequate Plant Structure and Composition
6. Plant Productivity and Health
7. Terrestrial Habitat for Wildlife and Invertebrates
8. Aquatic Habitat for Fish and other Organisms
9. Invasive Species
10. Stream Connectivity

Recommendations

As population growth and rapid urbanization in Northwest Arkansas become heavily present, much of the area is seeing an increase in erosion rates mainly due to a combination of 1) an increased prevalence of extreme rain events, 2) a lack of stormwater management in urbanized areas, 3) a decrease in soil infiltration before rainfall reaches the lower drainage basins, and (4) lack of sufficient riparian vegetation.

In 2020, the Illinois River Watershed Partnership funded a Streambank Erosion and Assessment Study which estimated that the larger share of Phosphorus pollution on the Arkansas side of the Illinois River is due to streambank erosion (54%)—not all from poultry farms and wastewater treatment plants. While still a significant source of pollution, this study has shown us that we need to make streambank stabilization and riparian restoration a priority in the watershed to meet Oklahoma’s



Figure 1. Severe/accelerated streambank erosion on spring-fed tributary just North of the Fleming Drive bridge, near J.B. Hunt Park

numerical standard for Phosphorus. In addition to contributing excess Phosphorus, accelerated streambank erosion pollutes the river with fine sediments, destroying the stream's ecosystem, but also leads to an extremely large number of acres of productive agricultural land lost in the watershed (approximately 20 acres is estimated to be lost in the Illinois River Watershed each year).

Much of the severe/accelerated streambank erosion in the areas addressed in this Conservation Plan seems to be near along the spring-fed tributary (North and South of Fleming Drive bridge) near J.B. Hunt Park, and more areas can be found as you follow Spring Creek to the West. If left unmanaged, these eroding areas will only get worse over time, further impairing Spring Creek and its natural tributaries. In many areas, the eroding banks are 3'-4' in height and planting live stake willow and/or dogwood species can stabilize these smaller banks in 1-2 years. However, the more severe areas will need to be fixed via Natural Channel Design streambank stabilization, which in many cases can cost upward of \$500-\$700 per linear foot. The stream systems will eventually attempt to create sinuosity, and establishing a 100' wide riparian buffer at the locations of the more severe eroded banks may help hold them in place long enough for this to happen. Implementing the following Best Management Practices and following an annual maintenance plan will help to address each natural resource concern listed on Page 10.

Riparian Forest Buffer Enhancement

Streambank vegetation, also called riparian vegetation, is the only management practice that can efficiently prevent the loss of streambank soils, and acts very similarly to rebar in concrete, comparatively speaking. Riparian vegetation reduces erosion, reduces the overall velocity of stormwater, filters pollution, regulates water temperature, and creates biodiversity providing critical habitat for both aquatic and terrestrial species. Typically, signs of macroinvertebrates in the stream such as Caddisflies, Mayflies, Stoneflies, and Water Pennies are an indicator of good water quality, as these are rather



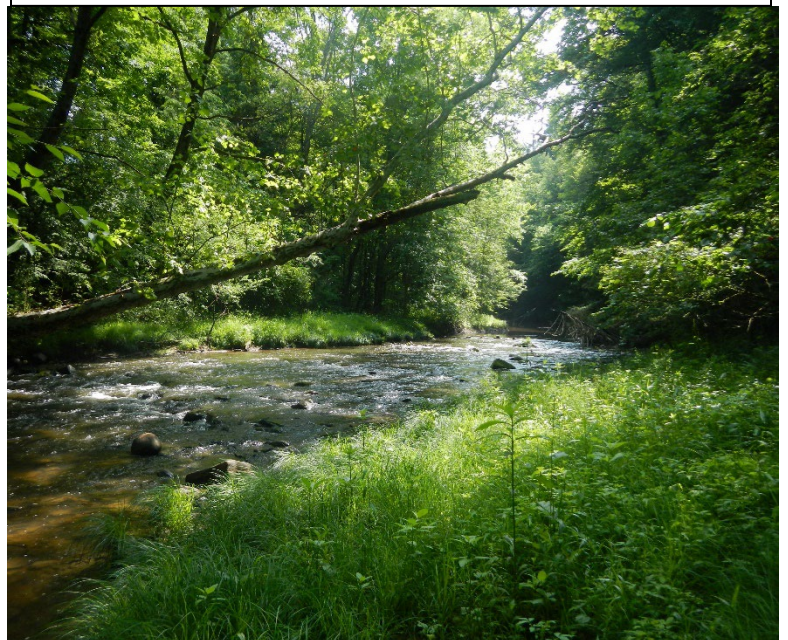
Figure 2. Much of Spring Creek has very little to no riparian vegetation. The grass seen here is mostly Bermuda and is essentially just as impervious as concrete. Expanding and enhancing this buffer to a minimum of 50' on both sides would greatly reduce the risk of future erosion while creating much needed aquatic and wildlife habitat in an urban setting.

sensitive to negative environmental factors. A healthy riparian area typically consists of 3 zones: **Zone 1** should be an “Unmanaged Natural Area” and can be a mix of grasses, forbs, and woody plants, depending on what the slope is and the frequency of floods. This zone needs to be at least 15’ wide if possible. As you move farther away from the stream, **Zone 2** is “Managed Forest” and is generally a mix of trees, shrubs, and understory forbs and grasses that are adapted to both wet and dry conditions. Ideally, this zone should be around 20’ wide. The zone farthest away from the stream, **Zone 3**, is what is called the “Filter Strip” zone and is usually comprised of plants with a high capacity to slow down and hold water. This zone should be at least 15’ wide, and usually consist of perennial grasses and forbs that are well adapted to drier conditions such as Indiangrass, Big Bluestem, Coneflower and various milkweeds and sunflowers.

Some examples of tree and shrub species that thrive in riparian zones in our area and would be suitable for sites at Spring Creek include but are not limited to: Ninebark, Black Willow, River Birch, American Sycamore, Red Maple, Black Walnut, Northern Red Oak, Eastern Redbud, Flowering Dogwood.



Figure 3. A healthy riparian buffer will have a diverse mix of native trees, shrubs, grasses, and forbs. Shown in the figures above and below, are what Zones 1 and 2, the “unmanaged natural area” and “managed forest” should look like in undisturbed and/or restored ecological conditions.



Live stake cuttings from species such as Black Willow and Silky Dogwood can easily be hammered directly into moderately eroding streambanks on a 2'x 2' or 3'x 3' spacing to protect them from future erosion. A good rule of thumb is that if the height of the eroding bank is approximately "waist high" or shorter, there is a good possibility that it can be stabilized and protected via revegetation.



Figure 4. Moderate streambank erosion along the spring fed tributary of Spring Creek (pictured above), north and south of Fleming Drive bridge. Implementing native live stake cuttings (pictured below) as well as a mix of conservation grade trees, shrubs, and herbaceous perennials adapted to local Riparian Zones 1 and 2 would armor these streambanks in 1-2 years, protecting them from future erosion and creating important aquatic and terrestrial wildlife habitat.



Urban Conservation Cover

Establishing and maintaining perennial cover to protect soil and water resources, is a practice known as Conservation Cover (NRCS 327). This can be a very beneficial practice for areas experiencing significant erosion, as the establishment is relatively fast with proper site prep techniques. Conservation Cover can not only reduce sheet/rill and wind erosion and sedimentation, but almost more importantly greatly reduces ground and surface water degradation caused by excess nutrients and sediments, reduces particulate matter emissions and greenhouse gases, enhances important habitat for wildlife, pollinators, and other terrestrial species, and improves the overall soil health.

To enhance wildlife and pollinator habitat, a diverse mix of grasses and forbs should be utilized to promote biodiversity and to help meet the needs of targeted species such as Honey Bee, Monarch Butterfly, Diana Fritillary, and numerous species of bats as well as terrestrial wildlife species like the Eastern Cottontail, Eastern Turkey, Bobwhite Quail, and Mourning Doves. Maintenance practices and activities should be done during times that do **NOT** disturb cover during the reproductive cycles of the desired species.



Figure 5. Examples of Urban Conservation Cover practices implemented by Illinois River Watershed Partnership. A diverse mix of native species can provide great habitat for pollinators and terrestrial/upland wildlife in urban areas, filter and treat stormwater runoff, as well as add beautification to sites that are currently covered with non-native turf grass and/or invasive species such as Poison Hemlock and Johnson Grass. Please see “Urban Conservation Cover” areas on plan maps to see proposed planting zones.

Invasive Species Management

There are multiple invasive species at all locations addressed in this Conservation Plan, such as Chinese Privet, Bush Honeysuckle, Poison Hemlock, and Johnson Grass. Most of these species are tolerant of shade and disease, and are adaptable, aggressive spreaders that form dense thickets and can often create monoculture. These invasive species are detrimental to our native species, often providing little food, cover, or habitat for wildlife. These species are typically opportunistic and tend to thrive in locations that have been recently disturbed. For control and/or removal of listed invasive species, mechanical, chemical, burning, or a combination of these techniques should be used. If looking at controlling invasive species that are currently most prevalent in our area https://www.watershedconservation.org/wp-content/uploads/2021/12/WCRC-Invasive-Species-Guide-7_14_21_fnl_rev.pdf “Invasive Plants of Northwest Arkansas-A Field Management Guide” is a great source of information and can be accessed and downloaded for free.

Chemical control includes using pesticides, herbicides, insecticides, or fungicides and should be used sparingly and according to rules and regulations of the manufacturer. A pesticide applicators license is needed to apply these at a commercial level. IRWP typically does not recommend broadcast spray applications of chemicals, as a more targeted approach such as spot treating is generally more effective and less harmful to the environment. Some common scenarios where a carefully targeted broadcast approach may be recommended would be, for example, if there were a large patch of Poison Hemlock or Johnson Grass taking over an area. Typically, “hack and squirt” method and “cut stump” treatments tend to be most effective for woody species if mechanical removal isn’t an option.

Mechanical removal includes using machinery and/or hand tools to remove the undesired species. A mini excavator is usually sufficient for easy removal of species such as Chinese Privet, Bush Honeysuckle, and many of the species that are prevalent in Northwest Arkansas. Landowners must dig up and remove the entire stump and root system of these species if using mechanical means of control. In some cases, simply keeping an undesired species mowed down can help slowly eradicate it.

There are other methods of control such as cultural and biological control, and for more information on these practices you can visit You can also visit <https://www.invasivespeciesinfo.gov/subject/control-mechanisms>.



Figure 6. Bush Honeysuckle (Photo Credit: Watershed Conservation Resources Center)



Figure 7. Johnson Grass (Photo Credit: Watershed Conservation Resources Center)



Figure 8. Poison Hemlock (Photo Credit: Watershed Conservation Resources Center)



Figure 9. Chinese Privet (Photo Credit: Watershed Conservation Resources Center)



Figure 10. Tree of Heaven (Photo Credit: Watershed Conservation Resources Center)

Additional Practice Recommendations

- **Trash Capture Technologies**

- Many of the storm drain outlets that flow directly into Spring Creek have large quantities of trash which have a significant impact on water quality.



Figure 11. Storm drain outlet at the south end of Cleveland Street with large quantities of trash flowing directly into Spring Creek as well as impeding the natural flow of the drainage system itself.



Figure 12. Netting System



Figure 13. Curb Inlet Cover

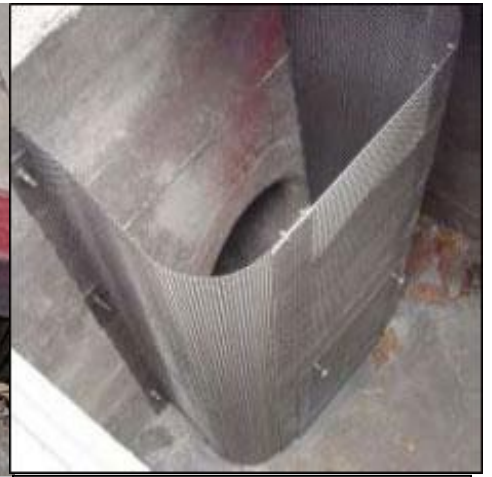


Figure 14. Basin Outlet Screen

- **Constructed Wetlands/Bioretention Areas**

- There are several areas along Spring Creek that contain concrete channels to direct stormwater. Concrete channels such as the one shown in Figure 13 (below) convey stormwater at unnaturally high velocities and volumes that flow directly into the receiving stream, which in this case is Spring Creek. When you think about how many of these types of impervious channels have been constructed throughout the entire watershed, it's easy to see how they significantly impact the landscape in a negative way, creating unbalanced morphology in streams and opportunities for severe streambank erosion in downstream locations.

Creating Constructed Wetlands and Bioretention Zones in carefully selected locations along the concrete channels and diverting stormwater to these areas would:

- Detain and treat runoff from the surrounding neighborhoods, alleviating pollutants, and toxins before draining into Spring Creek.
- Allow the water to be released into the streams at natural volumes and velocities which would closely mimic the pre-development conditions.
- Create critical habitat for natural plant communities as well as terrestrial and aquatic wildlife.



Figure 15. Concrete channel along Spring Creek near Ford Avenue

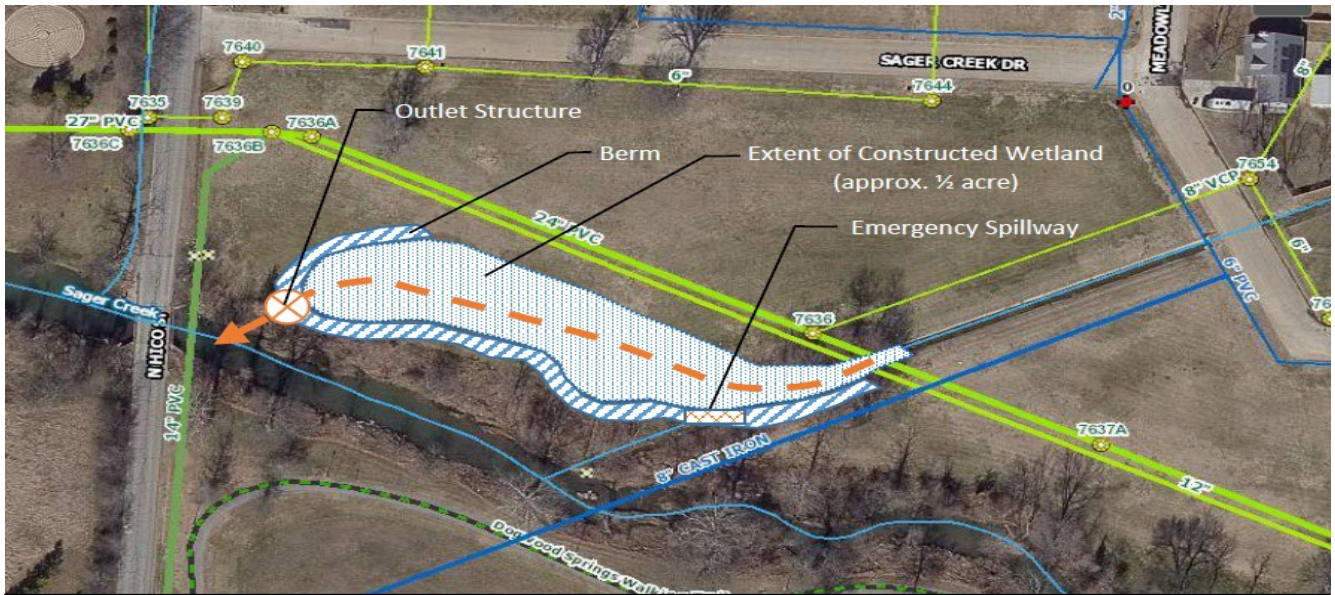


Figure 16. Plan set for a restoration project in Siloam Springs where stormwater from a nearby neighborhood was diverted from a concrete channel to a constructed wetland, filtered, and treated before draining into Sager Creek



Figure 17. This bioretention area in Siloam Springs was funded through the Riparian Restoration Program and captures, infiltrates, and treats stormwater from 10 acres of impervious surface before draining into Sager Creek.

- **Streambank Stabilization using Natural Channel Design**

- There are several areas along the spring-fed tributary near J.B. Hunt Park that are experiencing severe to accelerated streambank erosion, which can typically be defined characteristically by the large areas of bare soil, along with a steep bank greater than 5' in height that is either vertically cut or undercut, meaning the toe (bottom) of the streambank is behind the top bank. These severe to accelerated eroding streambanks can easily erode 5'-10' or more annually, becoming major causes of non-point source pollution by contributing large amounts of sediment to waterbodies, their downstream tributaries, and nearby karst systems.

Utilizing a Natural Channel Design approach to fix these streambanks would restore the stream by emulating natural, or pre-disturbed conditions. This can include practices such as grading back the slope of the banks to a 3:1 and stabilizing them with native boulders, re-establishing meanders, using toe-wood to create fish habitat, in-stream rock structures to slow velocity and create aquatic habitat, planting a diverse mix of native vegetation in the riparian corridor, and re-creating floodplain and channel connectivity where needed.



Figure 18. Moderate-severe eroding streambank along the spring-fed tributary near J.B. Hunt Park in Springdale.



Figure 19. Pictured above are photos of before, during, and after construction of Natural Channel Design streambank stabilization project at the Course at Sager's Crossing, located in Siloam Springs. Soil lifts were also implemented and planted with native vegetation to create additional floodplain connectivity. This project was funded through IRWP's Riparian Restoration Program in 2021.

- **Stream Barrier Removal**

- Stream barriers often include older infrastructure such as culverts, weirs, dams, gravel crossings, bridges, as well as several other types of structures used to create passage across waterways. These barriers restrict the passage of fish and other aquatic life up and downstream, in turn altering the habitat that many species need to survive, migrate, and breed. If unaddressed, these stream barriers can also alter the natural morphology of the rivers, leading to streambank erosion, increased water temperatures, increased nutrients, altered aquatic migration, and poor water clarity.

There is one stream barrier located at the Fleming Drive bridge near J.B. Hunt Park, and another one just upstream of the confluence of the unnamed tributary and Spring Creek at the Thunder Chicken Trailhead..



Figure 20. Stream barriers located near Thunder Chicken Trailhead (**left**) and at the Fleming Drive bridge (**right**) as you enter J.B. Hunt Park.



Figure 21. Before and after photos of a stream barrier removal at a low water crossing on Cave Creek in Newton County. This project was funded the Arkansas Game and Fish Commission, Arkansas Natural Resources Division, and the Nature Conservancy, and Newton County.



Estimated Project Budget

Zone 1-West of Springdale Airport

Conservation Practice	Quantities	Estimated Cost
Riparian Forest Buffer	654 Native Trees/Shrubs, 1,000 Native Herbaceous Plugs, 500 Live Stakes, Labor	\$33,330.66
Urban Conservation Cover	1.33 Acres Native Pollinator Habitat	\$4,788
Invasive Species Management	6 Acres (4 Treatments)	\$8,000
Educational Signage	4	\$8,000
Total Estimated Project Cost		\$54,118.66
		IRWP 75%
		\$40,589.00
		City of Springdale 25%
		\$13,529.67

Zone 2-East of Springdale Airport

Conservation Practice	Quantities	Estimated Cost
Riparian Forest Buffer	600 Native Trees/Shrubs, 500 Native Herbaceous Plugs, 500 Live Stakes, Labor	\$29,479.30
Invasive Species Management	5.5 Acres (4 Treatments)	\$8,000
Educational Signage	2	\$4,000
Total Estimated Project Cost		\$41,479.30
		IRWP 75%
		\$31,109.48
		City of Springdale 25%
		\$10,369.83

Zones 4 and 5

Conservation Practice	Quantities	Estimated Cost
Riparian Forest Buffer	1,125 Native Trees/Shrubs, 750 Native Herbaceous Plugs, 1,000 Live Stakes, Labor	\$48,179.20
Urban Conservation Cover	7.5 Acres Total of Native Pollinator and Upland Wildlife Habitat	\$27,000.00
Invasive Species Management	7.5 Acres Mod-Severe (4 Treatments)	\$12,000
Educational Signage	4	\$8,000
Total Estimated Project Cost		\$95,179.20
		IRWP 75%
		\$71,384.40
		City of Springdale 25%
		\$23,794.80

Combined Totals and Cost Share

Conservation Practice	Quantities	Estimated Cost
Riparian Forest Buffer	2,379 Native Trees/Shrubs, 2,250 Native Herbaceous Plugs, 2,000 Live Stakes	\$110,989.16
Urban Conservation Cover	8.83 Acres Native Pollinator and Upland Wildlife Habitat	\$31,788.00
Invasive Species Management	19 Acres Total	\$28,000.00
Educational Signage	6	\$12,000
1 Year Annual Stewardship/Maintenance		\$17,500
Total Estimated Project Cost		\$200,277.16
Total IRWP Cost @ 75%		\$150,207.87
Total City of Springdale @ 25%		\$50,069.29

RESOLUTION _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH ILLINOIS RIVER WATERSHED PARTNERSHIP, FOR DETENTION POND RETROFIT IN APPLE ORCHARD SUBDIVISION

WHEREAS, Apple Orchard Subdivision was platted in 1999 and contains two traditional dry detention ponds for stormwater runoff mitigation; and

WHEREAS, due to the increase in development providing additional runoff to the storm network downstream of Apple Orchard, the Engineering Department with the help of Illinois River Watershed Partnership proposes to retrofit the northeast pond in order to reduce runoff and maintenance costs and

WHEREAS, retrofitting traditional dry detention ponds with a modified outlet structure and trickle channel, soil amendments and additional vegetation is shown to reduce regular maintenance due to less frequent mowing requirements, while reducing stormwater runoff by promoting infiltration and evaporation; and

WHEREAS, Illinois River Watershed Partnership operates a green infrastructure program, which pays up to 50% of the total contract cost (\$44,078.32), including developing a long-term maintenance plan; and

WHEREAS, a pilot project in this location would help the Engineering Department assess the reduction in maintenance costs and effects to stormwater runoff, while providing an educational component for the subdivision residents; and

WHEREAS, the landowner agreement has been submitted for approval with a total contribution of \$22,030.00 from the City of Springdale (50% of project cost), as shown in the attached documents; and

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

Section 1. Expenditures for this project will be paid out of general fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute a landowner agreement with Illinois River Watershed Partnership for an amount not to exceed \$22,030.00 which may include payment in kind.

Section 3. The Mayor is hereby authorized to execute change orders to this contract provided the cumulative total does not exceed 10% of the original contract price.

PASSED AND APPROVED ON THE __ DAY OF MARCH 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City
Attorney

GREEN INFRASTRUCTURE PROGRAM LANDOWNER AGREEMENT



PROJECT DESCRIPTION

The goal of this project is to treat stormwater runoff and improve water quality through implementation of a detention pond retrofit encompassing approximately 5,850 square feet located at 36°10'12.0"N 94°05'56.8"W. The project design is presented in Exhibit A.

CONTRACTING PARTIES

This agreement is made by and between:

ILLINOIS RIVER WATERSHED PARTNERSHIP, whose address is 221 S Main Street, Cave Springs, AR 72718, hereafter referred to as IRWP, and

CITY OF SPRINGDALE, whose address is 201 Spring Street Springdale, AR 72764, hereafter referred to as CoS.

This Agreement is effective when signed by both contracting parties, and ends on the date as described in Exhibit B.

All work will be performed on parcels belonging located at the address above and further described in Exhibit A.

LANDOWNER

LANDOWNER grants IRWP and its contractors authority to complete the project described in Exhibit A. Any donation of supplies, equipment, or direct payment from IRWP to LANDOWNER for carrying out the projects or practices is included in Exhibit C. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the LANDOWNER, IRWP, or other parties, as a result of any mandated requirements.

LANDOWNER guarantees ownership of the land described in Exhibit A, located at the specified address in this agreement, and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

LANDOWNER agrees to allow access (with advance notice) to IRWP and other contractors or cooperating partners to implement the project described in Exhibit A, and to monitor project success.

LANDOWNER retains all rights to control access and retains all responsibility for taxes, assessments, and damage claims.

LANDOWNER agrees to maintain the project area for the total lifespan of the project (five years) following construction completion described in Exhibit B. LANDOWNER will follow the minimum maintenance guidelines included in Exhibit D.

LANDOWNER will NOT be responsible for replacing green infrastructure practices that are damaged or destroyed due to negligence or severe acts of nature.

LANDOWNER agrees to provide match of total cost of the project via either in-kind donation or financial contribution as described in Exhibit C. Any additional grants, materials, labor, equipment, or financial contributions by partner organizations or individuals, will be credited toward LANDOWNER's match so long as it meets requirements set forth in this agreement.

LANDOWNER in-kind labor and equipment contributions GREATER than match described in Exhibit C are considered donations to the project, not reimbursable expenses. IRWP will not pay LANDOWNER directly for hours worked on their own project but will credit those hours or equipment contributions toward the LANDOWNER'S match.

IRWP

IRWP will develop a standardized educational sign which will include information on this project and funding partners that is to be permanently affixed in a visible location adjacent to the project.

IRWP will work with LANDOWNER, contractors, and Cooperating Partners throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement.

IRWP, its agents, or assignees will provide advanced notice prior to accessing LANDOWNER'S property to implement the project described in the work plan, and to monitor project success.

IRWP assumes no liability for damage or injury on the above acreage. IRWP does not assume jurisdiction over the premises by this Agreement.

IRWP agrees to provide project management as well as the project costs described in Exhibit C.

INDEMNIFICATION

To the extent permitted by law, LANDOWNER and IRWP mutually agree to indemnify and hold harmless all officers, agents, employees, successors, and assigns, from and against any and all claims, demands, penalties, losses, liabilities, expenses, damages, lawsuits, or actions arising out of or resulting from the misconduct or the willful or negligent acts or omissions of any employees, subcontractors, or for anyone for whose acts it may be liable for bodily injury, death, or damage to property related to IRWP's roles and responsibilities in this project and activities under this Agreement.

MODIFICATIONS TO AGREEMENT

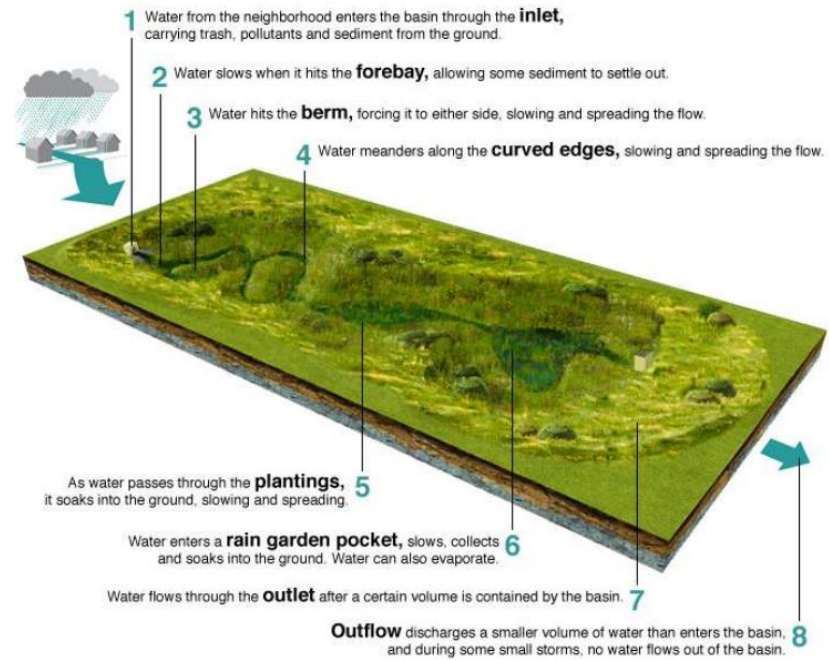
This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if LANDOWNER terminates the Agreement before its expiration, or if LANDOWNER should materially default on these commitments, then LANDOWNER agrees to reimburse IRWP prior to final termination for the prorated costs of all green infrastructure activities placed on the land through this Agreement.

Signatures:

NAME (print name) City of Springdale Date

Leif Kindberg, IRWP Executive Director Date

EXHIBIT A: EXAMPLE PROJECT OVERVIEW



Basin Retrofit Guide. (n.d.). Pennsylvania Environmental Council. Retrieved February 28, 2024, from

http://water.rutgers.edu/Projects/GreenInfrastructureChampions/Talks_2020/8_Handouts/8_PEC_BasinRetrofitGuide.pdf

EXHIBIT B: PROJCT SCHEDULE

Estimated Date	Activity	Responsible Party
March 1, 2024	Modeling and engineering of basin	CoS
March 1, 2024	Planting design	IRWP
March 15, 2025	Initial water quality sampling	IRWP
April 1, 2024	Permitting	CoS
May 1, 2024	Design and manufacture outlet structure	CoS
May 1, 2024	Outreach to neighbors	IRWP
August 1, 2024	Order native plants	IRWP
September 9, 2024	Remove trickle channel and grade basin	CoS
September 23, 2024	Plant installation & volunteer event	IRWP & CoS
September 16, 2024	Install educational signs	IRWP
October 14, 2024	Install outlet structure modification	CoS
Monthly in 2025	Weeding and watering basin	CoS
February 20, 2025 -	Annual cutback to 6 inches	CoS
October 1, 2025 & 2026	Water quality sampling	IRWP

EXHIBIT C: BUDGET

IRWP Project Manager will track all project-related expenses and in-kind contributions. IRWP will invoice the landowner for costs exceeding the agreed amount below.

Total Cost Estimate			
Category	Total	Type of Payment	Responsible party
Engineering.....	\$9,450.00	in-kind	CoS
Outlet structure.....	\$2,500.00	in-kind + materials	CoS
Mulch.....	\$1,980.00	cash	IRWP
Stone.....	\$553.32	cash	IRWP
Plants.....	\$17,715.00	cash	IRWP
Dirt work.....	\$10,080.00	in-kind	CoS
Water quality monitoring.....	\$300.00	cash + in-kind	IRWP
Community outreach and Education.....	\$1,500.00	cash + in-kind	IRWP
Total (all)	\$44,078.32		
	\$22,048.32	50%	IRWP
	\$22,030.00	50%	CoS

EXHIBIT D: MAINTENANCE

The landowner is responsible for preventative and corrective maintenance of the installed practices for five years following construction completion. Below are minimum maintenance guidelines for the practices included in Exhibit A.

DETENTION BASIN

WATERING

For the first year, the basin will require regular watering during dry periods. One inch of water once a week is recommended. For subsequent years, the basin should be watered as needed and only in droughts.

VEGETATION & PLANTINGS

Vegetation should regularly be inspected during establishment by maintenance staff. Some plant loss is normal, notify IRWP staff of any significant plant loss. Remove or replace any dead plants in the basin as needed.

WEEDING

Remove undesirable plants from the garden by hand. Cut the “weed” from its base to disturb the soil as little as possible. Concentrate your efforts on the weeds exceeding the heights of desirable plants. As the garden matures, the desirable plants will spread and shade out the undesirable plants.

PRUNING

The basin should receive an annual cutback between 6-9 inches. The cut material should be raked and removed from the basin. This cutback should occur in late winter as plants begin to break dormancy, February – March recommended.

MULCHING

Mulch is used to prevent weeds, erosion, and maintain moisture in the rain garden. A 2-inch layer of mulch should be maintained during the first year following project completion. Mulching beyond the first year is discouraged as desirable plants will begin to shade the soil.

INLETS & OUTLETS






The detention basin’s inlets and outlets should be regularly inspected for debris that may prevent the passage of water. Inlets should be inspected during rain events to ensure that water is flowing through the basin. Structural components should be inspected annually.






DRAINAGE

The basin should be inspected bi-annually to ensure that the soil media remains permeable. Detention basins should be free of standing water within 48 hours following a rain event. If ponded water is present in the basin after 48 hours, corrective action may be required.

APPENDIX 1: SPECIES LIST

Botanical Name	Common Name	Known Wildlife Interactions	Image
<i>Carex vulpinoides</i>	Fox Sedge	skipper butterflies, sedge grasshoppers	
<i>Carex crinata</i>	Fringed Sedge	Eyed Brown butterfly, skipper butterflies, sedge grasshoppers	
<i>Panicum virgatum</i>	Switch Grass	Tawny-edge Skipper, Delaware Skipper, songbirds, quail	
<i>Eutrochium fistulosum</i>	Hollow Joe Pye Weed	bumblebees, Skipper butterflies, Clymene moth, Eupatorium borer moth, Ruby Tiger moth, Three-lined Flower moth	

<p><i>Liatris spicata</i></p>	<p>Dense Blazing Star</p>	<p>monarch, tiger swallowtail, clouded Sulphur, orange Sulphur, gray hairstreak, Aphrodite fritillary, painted lady, red admiral, and wood nymph butterflies; bumblebees; digger bees; long-horned bees; leaf-cutting bees;</p>	
<p><i>Eryngium yuccifolium</i></p>	<p>Rattlesnake Master</p>	<p>short-tongued bees, wasps, rattlesnake-master borer moth, black swallowtail</p>	
<p><i>Heliopsis helianthoides</i></p>	<p>Early Sunflower</p>	<p>butterflies, skippers, and songbirds</p>	
<p><i>Asclepias incarnata</i></p>	<p>Swamp Milkweed</p>	<p>monarch and swallowtail butterflies</p>	
<p><i>Lobelia cardinalis</i></p>	<p>Cardinal Flower</p>	<p>hummingbirds, butterflies</p>	

<p>Monarda fistulosa</p>	<p>Wild Bergamot</p>	<p>Raspberry pyrausta butterfly, hermit sphinx moth, orange mint moth, bees, hummingbirds</p>	
<p>Boltonia asteroides</p>	<p>False Aster</p>	<p>butterflies, wasps, flies, skippers, moths, beetles</p>	
<p>Helenium autumnale</p>	<p>Sneezeweed</p>	<p>Dainty Sulpher butterfly, bees, and wasps</p>	
<p>Symphotrichum novae-angliae</p>	<p>New England Aster</p>	<p>golden nothern bumble bee, half-black bumblebee, broad-handed leafcutter bee, Drury's long-horned bee, wavy-lined emerald moth, songbirds</p>	
<p>Bouteloua curtipendula</p>	<p>Side Oats Gramma</p>	<p>Veined Ctenucha moth, skippers</p>	

<p><i>Pycnanthemum tenuifolium</i></p>	<p>Slender Mountain Mint</p>	<p>bees, bumblebees, and butterflies</p>	
<p><i>Zizia aurea</i></p>	<p>Golden Alexander</p>	<p>black swallowtail, Ozark swallowtail, mining bees</p>	
<p><i>Asclepias tuberosa</i></p>	<p>Butterfly Milkweed</p>	<p>queen butterflies, monarch butterflies, dogbane tiger moth, milkweed tussock moth, unexpected cynthia moth</p>	
<p><i>Echinacea pallida</i></p>	<p>Pale Purple Coneflower</p>	<p>hummingbirds, butterflies, Ottoe-skipper, silvery checkerspot</p>	

RESOLUTION NO. XX-24

**A RESOLUTION AUTHORIZING THE PAYMENT
OF A GAS LINE RELOCATION WITH BLACK
HILLS ENERGY FOR 40TH STREET, PROJECT NO.
18BPS4**

WHEREAS, Black Hills Energy needed to relocate their high pressure transmission gas line and other distribution facilities to facilitate the construction of 40th Street from Falcon Road to Spring Creek, and

WHEREAS, Black Hills Energy has prepared a relocation invoice and record documents for the necessary facility relocation:

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

Section 1. The Mayor and City Clerk are hereby authorized to execute payment to Black Hills Energy for the actual cost to relocate on 40th Street from Falcon Road to Spring Creek for \$931,179.65 from the 2018 Street Bond Fund.

PASSED AND APPROVED this 12th day of March, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



INVOICE DETAIL

BILL TO : _____

**City of Springdale
Attn: Ryan Carr
201 Spring St.
Springdale, AR 72764**

Invoice # :	50511-0000434
Invoice Date :	02/20/2024
Customer Account # :	0011090
Work Order # :	10079204

Customer Reference / Order # :

40th St Utility Work Agreement

Invoice Summary

Total

Black Hills Energy will eliminate multiple road crossings along the section of North 40th St that conflict with the ongoing road improvements and install approx. 3100' of 2" PE pipe along the east side of 40th St to feed these customers. A new DMLS will be installed to tie this new piping into the existing HP Distribution line on the west side of 40th St. Additionally, BHE will replace approx. 1000' in total of 4" HP Distribution Steel piping along the west side of 40th St. that conflicts with upcoming road improvements. This 1000' is not continuous and is broken up into several small segments. Finally, BHE will replace approx. 450' of 6" HP Transmission Steel line on the far north end of the Project Limits. The line will be re-routed to the north of the new road. All relocated BHE piping is to lay in the provided UE. Service lines and meters will be relocated as needed.

931,179.65

TOTAL

\$ 931,179.65

Questions concerning this invoice? Please contact:

PROPERTY ACCOUNTING - Attn: Jon Free
Phone: (605) 800-1799
Email: Jon.Free@blackhillscorp.com

Please remit payment to:
PO Box 1400
Rapid City, SD 57709-1400

THANK YOU FOR YOUR BUSINESS!

10079204

INDEX	CHARTFIELD DESCR	Per	Year	GL BU	WORK OF	AMOUNT	ITEM QT	ITE	ITEM DESCR	VCHR ID
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	4	2022	50511	10079204	163.90	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	4	2022	50511	10079204	220.82	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	4	2022	50511	10079204	220.82	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	4	2022	50511	10079204	163.90	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	4	2022	50511	10079204	220.82	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	4	2022	50511	10079204	220.82	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	4	2022	50511	10079204	(220.82)	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	4	2022	50511	10079204	163.90	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	4	2022	50511	10079204	(163.90)	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	4	2022	50511	10079204	163.90	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	4	2022	50511	10079204	(220.82)	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	4	2022	50511	10079204	(163.90)	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	(220.82)	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	(163.90)	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	88.93	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	327.82	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	147.68	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	2,632.44	0.00			
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1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	(2,721.37)	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	147.68	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	163.90	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	2,861.35	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	53.46	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	89.10	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	(327.82)	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	327.82	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	220.82	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	3,003.91	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	(147.68)	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	(163.90)	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	5	2022	50511	10079204	(3,003.91)	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	(53.46)	0.00			
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	(2,861.35)	0.00			

1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	970.46	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	1,529.66	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	122.93	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	68.66	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	1,008.61	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	(68.66)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	1,528.70	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	172.10	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	(1,008.61)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	(172.10)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	96.12	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	2,914.81	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	970.46	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	(970.46)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	(2,914.81)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	(1,529.66)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	1,529.66	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	122.93	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	(122.93)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	1,008.61	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	(1,528.70)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	68.66	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	(96.12)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	172.10	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	96.12	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	11.67	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	20.90	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	1,412.05	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	156.29	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	48.03	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	6	2022	50511	10079204	68.62	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	(172.10)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	(96.12)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	(48.03)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	(156.29)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	(1,412.05)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	(20.90)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	(11.67)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	636.73	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	144.14	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	49.64	0.00		

1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	125.28	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	319.30	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	3,013.81	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	686.37	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	(686.37)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	(3,013.81)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	211.51	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	84.01	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	17.13	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	(636.73)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	636.73	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	22.84	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	(269.42)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	(319.30)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	193.00	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	269.42	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	7	2022	50511	10079204	(193.00)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	(211.51)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	(17.13)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	(84.01)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	52.28	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	18.07	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	147.40	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	964.40	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	147.40	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	(964.40)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	964.40	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	28.63	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	(147.40)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	(28.63)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	6.03	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	22.60	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	52.28	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	18.07	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	211.51	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	(18.07)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	(211.51)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	(101.14)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	(52.28)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	8	2022	50511	10079204	101.14	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	9	2022	50511	10079204	(6.03)	0.00		

1.1 Labor	LABOR STRAIGHT TIME NON-UNION	9	2022	50511	10079204	328.15	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	9	2022	50511	10079204	93.48	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	9	2022	50511	10079204	104.74	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	9	2022	50511	10079204	(421.63)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	9	2022	50511	10079204	421.63	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	9	2022	50511	10079204	6.03	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	9	2022	50511	10079204	(104.74)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	9	2022	50511	10079204	104.74	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	9	2022	50511	10079204	(6.03)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	10	2022	50511	10079204	(104.74)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	10	2022	50511	10079204	134.33	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	10	2022	50511	10079204	148.22	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	10	2022	50511	10079204	89.55	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	10	2022	50511	10079204	184.25	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	10	2022	50511	10079204	98.51	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	10	2022	50511	10079204	332.47	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	10	2022	50511	10079204	307.42	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	10	2022	50511	10079204	(223.88)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	10	2022	50511	10079204	223.88	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	10	2022	50511	10079204	(332.47)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	10	2022	50511	10079204	(98.51)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	10	2022	50511	10079204	(307.42)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	10	2022	50511	10079204	202.68	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	10	2022	50511	10079204	98.51	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	(202.68)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	(98.51)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	120.20	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	6,749.07	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	(98.51)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	7,779.74	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	(6,749.07)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	265.06	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	169.31	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	7,342.39	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	172.29	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	(371.99)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	120.20	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	98.51	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	(7,779.74)	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	371.99	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	(120.20)	0.00		

1.1 Labor	LABOR STRAIGHT TIME NON-UNION	11	2022	50511	10079204	6,749.07	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	(172.29)	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	(7,342.39)	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	(169.31)	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	4,325.57	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	(4,325.57)	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	4,325.57	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	5,278.05	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	179.11	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	169.31	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	(169.31)	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	13,929.19	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	326.29	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	158.37	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	5,450.16	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	244.72	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	179.11	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	(4,325.57)	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	(158.37)	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	158.37	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	(179.11)	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	13,535.85	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	(13,929.19)	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	(13,535.85)	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	12	2022	50511	10079204	4,325.57	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	1	2023	50511	10079204	(244.72)	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	1	2023	50511	10079204	(5,450.16)	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	1	2023	50511	10079204	(158.37)	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	1	2023	50511	10079204	4,587.12	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	1	2023	50511	10079204	1,248.00	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	1	2023	50511	10079204	(7,104.18)	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	1	2023	50511	10079204	7,104.18	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	1	2023	50511	10079204	(5,835.12)	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	1	2023	50511	10079204	158.37	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	1	2023	50511	10079204	249.06	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	1	2023	50511	10079204	5,835.12	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	1	2023	50511	10079204	(158.37)	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	1	2023	50511	10079204	1,102.13	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	1	2023	50511	10079204	58.11	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	2	2023	50511	10079204	(58.11)	0.00
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	2	2023	50511	10079204	(1,102.13)	0.00

1.1 Labor	LABOR STRAIGHT TIME NON-UNION	2	2023	50511	10079204	1,160.24	0.00		
1.1 Labor	LABOR STRAIGHT TIME NON-UNION	2	2023	50511	10079204	(1,160.24)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	5	2022	50511	10079204	347.89	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	5	2022	50511	10079204	716.62	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	5	2022	50511	10079204	778.93	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	5	2022	50511	10079204	20.50	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	5	2022	50511	10079204	34.16	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	5	2022	50511	10079204	1,064.51	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	5	2022	50511	10079204	(833.59)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	5	2022	50511	10079204	(1,064.51)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	5	2022	50511	10079204	833.59	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	6	2022	50511	10079204	(20.50)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	6	2022	50511	10079204	(778.93)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	6	2022	50511	10079204	508.36	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	6	2022	50511	10079204	106.72	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	6	2022	50511	10079204	(16.71)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	6	2022	50511	10079204	16.71	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	6	2022	50511	10079204	(799.43)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	6	2022	50511	10079204	615.08	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	6	2022	50511	10079204	(615.08)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	6	2022	50511	10079204	799.43	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	6	2022	50511	10079204	6.88	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	6	2022	50511	10079204	9.83	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	7	2022	50511	10079204	(6.88)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	7	2022	50511	10079204	(6.88)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	7	2022	50511	10079204	6.88	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	8	2022	50511	10079204	231.46	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	8	2022	50511	10079204	(231.46)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	8	2022	50511	10079204	231.46	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	8	2022	50511	10079204	(9.40)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	8	2022	50511	10079204	1.98	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	8	2022	50511	10079204	7.42	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	8	2022	50511	10079204	9.40	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	9	2022	50511	10079204	(1.98)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	9	2022	50511	10079204	(1.98)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	9	2022	50511	10079204	1.98	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	11	2022	50511	10079204	1,153.51	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	11	2022	50511	10079204	38.99	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	11	2022	50511	10079204	1,254.92	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	11	2022	50511	10079204	25.34	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	11	2022	50511	10079204	1,319.25	0.00		

1.2 Labor	LABOR OVERTIME NONUNION	11	2022	50511	10079204	(1,319.25)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	11	2022	50511	10079204	1,153.51	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	11	2022	50511	10079204	(1,153.51)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	(25.34)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	(1,254.92)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	(604.64)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	71.98	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	(71.98)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	604.64	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	71.98	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	604.64	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	87.53	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	676.62	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	(1,440.77)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	(1,426.54)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	31.94	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	90.38	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	23.96	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	1,426.54	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	(676.62)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	12	2022	50511	10079204	1,440.77	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	1	2023	50511	10079204	(23.96)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	1	2023	50511	10079204	(90.38)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	1	2023	50511	10079204	234.00	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	1	2023	50511	10079204	(234.00)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	1	2023	50511	10079204	234.00	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	1	2023	50511	10079204	(330.73)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	1	2023	50511	10079204	7.90	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	1	2023	50511	10079204	330.73	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	1	2023	50511	10079204	206.65	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	1	2023	50511	10079204	1.84	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	2	2023	50511	10079204	(1.84)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	2	2023	50511	10079204	(206.65)	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	2	2023	50511	10079204	208.49	0.00		
1.2 Labor	LABOR OVERTIME NONUNION	2	2023	50511	10079204	(208.49)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	4	2022	50511	10079204	55.73	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	4	2022	50511	10079204	75.08	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	4	2022	50511	10079204	75.08	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	4	2022	50511	10079204	55.73	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	4	2022	50511	10079204	(55.73)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	4	2022	50511	10079204	(75.08)	0.00		

1.3 Labor	INCENTIVE LOADING NON-UNION	5	2022	50511	10079204	27.87	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	5	2022	50511	10079204	(12.43)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	5	2022	50511	10079204	629.78	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	5	2022	50511	10079204	27.87	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	5	2022	50511	10079204	(12.43)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	5	2022	50511	10079204	629.78	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	5	2022	50511	10079204	12.43	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	5	2022	50511	10079204	(629.78)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	5	2022	50511	10079204	(27.87)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	6	2022	50511	10079204	(192.99)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	6	2022	50511	10079204	(126.74)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	6	2022	50511	10079204	17.19	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	6	2022	50511	10079204	3.55	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	6	2022	50511	10079204	1.98	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	6	2022	50511	10079204	50.16	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	6	2022	50511	10079204	192.99	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	6	2022	50511	10079204	126.74	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	6	2022	50511	10079204	(50.16)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	6	2022	50511	10079204	50.16	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	6	2022	50511	10079204	126.74	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	6	2022	50511	10079204	192.99	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	7	2022	50511	10079204	80.60	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	7	2022	50511	10079204	63.43	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	7	2022	50511	10079204	(80.60)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	7	2022	50511	10079204	32.81	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	7	2022	50511	10079204	(32.81)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	7	2022	50511	10079204	(32.81)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	7	2022	50511	10079204	63.43	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	7	2022	50511	10079204	(80.60)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	7	2022	50511	10079204	(63.43)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	8	2022	50511	10079204	(182.00)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	8	2022	50511	10079204	(4.02)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	8	2022	50511	10079204	182.00	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	8	2022	50511	10079204	4.02	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	8	2022	50511	10079204	(2.01)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	8	2022	50511	10079204	91.00	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	8	2022	50511	10079204	(2.01)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	8	2022	50511	10079204	91.00	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	8	2022	50511	10079204	2.01	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	8	2022	50511	10079204	(91.00)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	9	2022	50511	10079204	270.45	0.00		

1.3 Labor	INCENTIVE LOADING NON-UNION	9	2022	50511	10079204	(91.60)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	9	2022	50511	10079204	(270.45)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	9	2022	50511	10079204	91.60	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	9	2022	50511	10079204	89.48	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	9	2022	50511	10079204	89.48	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	9	2022	50511	10079204	(0.60)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	9	2022	50511	10079204	(89.48)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	10	2022	50511	10079204	32.24	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	10	2022	50511	10079204	43.04	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	10	2022	50511	10079204	32.24	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	10	2022	50511	10079204	(43.04)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	10	2022	50511	10079204	43.04	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	10	2022	50511	10079204	(32.24)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	11	2022	50511	10079204	(9.85)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	11	2022	50511	10079204	8.68	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	11	2022	50511	10079204	871.73	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	11	2022	50511	10079204	(871.73)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	11	2022	50511	10079204	8.68	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	11	2022	50511	10079204	9.85	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	11	2022	50511	10079204	(9.85)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	11	2022	50511	10079204	871.73	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	11	2022	50511	10079204	(8.68)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	12	2022	50511	10079204	30.37	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	12	2022	50511	10079204	(486.61)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	12	2022	50511	10079204	30.37	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	12	2022	50511	10079204	(15.24)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	12	2022	50511	10079204	486.61	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	12	2022	50511	10079204	486.61	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	12	2022	50511	10079204	15.24	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	12	2022	50511	10079204	(15.24)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	12	2022	50511	10079204	(30.37)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	1	2023	50511	10079204	(170.45)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	1	2023	50511	10079204	(31.67)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	1	2023	50511	10079204	170.45	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	1	2023	50511	10079204	170.45	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	1	2023	50511	10079204	31.67	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	1	2023	50511	10079204	(31.67)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	2	2023	50511	10079204	127.63	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	2	2023	50511	10079204	(127.63)	0.00		
1.3 Labor	INCENTIVE LOADING NON-UNION	2	2023	50511	10079204	(127.63)	0.00		
1.4 Labor	BENEFITS LOADING	4	2022	50511	10079204	(111.45)	0.00		

1.4 Labor	BENEFITS LOADING	4	2022	50511	10079204	111.45	0.00
1.4 Labor	BENEFITS LOADING	4	2022	50511	10079204	(150.16)	0.00
1.4 Labor	BENEFITS LOADING	4	2022	50511	10079204	150.16	0.00
1.4 Labor	BENEFITS LOADING	4	2022	50511	10079204	111.45	0.00
1.4 Labor	BENEFITS LOADING	4	2022	50511	10079204	150.16	0.00
1.4 Labor	BENEFITS LOADING	5	2022	50511	10079204	(55.73)	0.00
1.4 Labor	BENEFITS LOADING	5	2022	50511	10079204	24.87	0.00
1.4 Labor	BENEFITS LOADING	5	2022	50511	10079204	55.73	0.00
1.4 Labor	BENEFITS LOADING	5	2022	50511	10079204	(24.87)	0.00
1.4 Labor	BENEFITS LOADING	5	2022	50511	10079204	2,576.38	0.00
1.4 Labor	BENEFITS LOADING	5	2022	50511	10079204	(2,576.38)	0.00
1.4 Labor	BENEFITS LOADING	5	2022	50511	10079204	55.73	0.00
1.4 Labor	BENEFITS LOADING	5	2022	50511	10079204	2,576.38	0.00
1.4 Labor	BENEFITS LOADING	5	2022	50511	10079204	(24.87)	0.00
1.4 Labor	BENEFITS LOADING	6	2022	50511	10079204	(518.47)	0.00
1.4 Labor	BENEFITS LOADING	6	2022	50511	10079204	70.33	0.00
1.4 Labor	BENEFITS LOADING	6	2022	50511	10079204	7.11	0.00
1.4 Labor	BENEFITS LOADING	6	2022	50511	10079204	3.97	0.00
1.4 Labor	BENEFITS LOADING	6	2022	50511	10079204	100.31	0.00
1.4 Labor	BENEFITS LOADING	6	2022	50511	10079204	385.98	0.00
1.4 Labor	BENEFITS LOADING	6	2022	50511	10079204	518.47	0.00
1.4 Labor	BENEFITS LOADING	6	2022	50511	10079204	(385.98)	0.00
1.4 Labor	BENEFITS LOADING	6	2022	50511	10079204	(100.31)	0.00
1.4 Labor	BENEFITS LOADING	6	2022	50511	10079204	385.98	0.00
1.4 Labor	BENEFITS LOADING	6	2022	50511	10079204	100.31	0.00
1.4 Labor	BENEFITS LOADING	6	2022	50511	10079204	518.47	0.00
1.4 Labor	BENEFITS LOADING	7	2022	50511	10079204	354.65	0.00
1.4 Labor	BENEFITS LOADING	7	2022	50511	10079204	(354.65)	0.00
1.4 Labor	BENEFITS LOADING	7	2022	50511	10079204	65.62	0.00
1.4 Labor	BENEFITS LOADING	7	2022	50511	10079204	126.87	0.00
1.4 Labor	BENEFITS LOADING	7	2022	50511	10079204	(126.87)	0.00
1.4 Labor	BENEFITS LOADING	7	2022	50511	10079204	(65.62)	0.00
1.4 Labor	BENEFITS LOADING	7	2022	50511	10079204	126.87	0.00
1.4 Labor	BENEFITS LOADING	7	2022	50511	10079204	(354.65)	0.00
1.4 Labor	BENEFITS LOADING	7	2022	50511	10079204	(65.62)	0.00
1.4 Labor	BENEFITS LOADING	8	2022	50511	10079204	(800.76)	0.00
1.4 Labor	BENEFITS LOADING	8	2022	50511	10079204	8.04	0.00
1.4 Labor	BENEFITS LOADING	8	2022	50511	10079204	(8.04)	0.00
1.4 Labor	BENEFITS LOADING	8	2022	50511	10079204	(4.02)	0.00
1.4 Labor	BENEFITS LOADING	8	2022	50511	10079204	400.38	0.00
1.4 Labor	BENEFITS LOADING	8	2022	50511	10079204	(4.02)	0.00

1.4 Labor	BENEFITS LOADING	8	2022	50511	10079204	400.38	0.00		
1.4 Labor	BENEFITS LOADING	8	2022	50511	10079204	4.02	0.00		
1.4 Labor	BENEFITS LOADING	8	2022	50511	10079204	(400.38)	0.00		
1.4 Labor	BENEFITS LOADING	8	2022	50511	10079204	800.76	0.00		
1.4 Labor	BENEFITS LOADING	9	2022	50511	10079204	540.93	0.00		
1.4 Labor	BENEFITS LOADING	9	2022	50511	10079204	(540.93)	0.00		
1.4 Labor	BENEFITS LOADING	9	2022	50511	10079204	(403.03)	0.00		
1.4 Labor	BENEFITS LOADING	9	2022	50511	10079204	403.03	0.00		
1.4 Labor	BENEFITS LOADING	9	2022	50511	10079204	178.97	0.00		
1.4 Labor	BENEFITS LOADING	9	2022	50511	10079204	178.97	0.00		
1.4 Labor	BENEFITS LOADING	9	2022	50511	10079204	(2.65)	0.00		
1.4 Labor	BENEFITS LOADING	9	2022	50511	10079204	(178.97)	0.00		
1.4 Labor	BENEFITS LOADING	10	2022	50511	10079204	128.96	0.00		
1.4 Labor	BENEFITS LOADING	10	2022	50511	10079204	172.16	0.00		
1.4 Labor	BENEFITS LOADING	10	2022	50511	10079204	172.16	0.00		
1.4 Labor	BENEFITS LOADING	10	2022	50511	10079204	(128.96)	0.00		
1.4 Labor	BENEFITS LOADING	10	2022	50511	10079204	(172.16)	0.00		
1.4 Labor	BENEFITS LOADING	10	2022	50511	10079204	128.96	0.00		
1.4 Labor	BENEFITS LOADING	11	2022	50511	10079204	(7,264.41)	0.00		
1.4 Labor	BENEFITS LOADING	11	2022	50511	10079204	39.40	0.00		
1.4 Labor	BENEFITS LOADING	11	2022	50511	10079204	(39.40)	0.00		
1.4 Labor	BENEFITS LOADING	11	2022	50511	10079204	34.73	0.00		
1.4 Labor	BENEFITS LOADING	11	2022	50511	10079204	7,264.41	0.00		
1.4 Labor	BENEFITS LOADING	11	2022	50511	10079204	(34.73)	0.00		
1.4 Labor	BENEFITS LOADING	11	2022	50511	10079204	34.73	0.00		
1.4 Labor	BENEFITS LOADING	11	2022	50511	10079204	(39.40)	0.00		
1.4 Labor	BENEFITS LOADING	11	2022	50511	10079204	7,264.41	0.00		
1.4 Labor	BENEFITS LOADING	12	2022	50511	10079204	(1.69)	0.00		
1.4 Labor	BENEFITS LOADING	12	2022	50511	10079204	(3.38)	0.00		
1.4 Labor	BENEFITS LOADING	12	2022	50511	10079204	3.38	0.00		
1.4 Labor	BENEFITS LOADING	12	2022	50511	10079204	(1.69)	0.00		
1.4 Labor	BENEFITS LOADING	12	2022	50511	10079204	4,055.06	0.00		
1.4 Labor	BENEFITS LOADING	12	2022	50511	10079204	1.69	0.00		
1.4 Labor	BENEFITS LOADING	12	2022	50511	10079204	4,055.06	0.00		
1.4 Labor	BENEFITS LOADING	12	2022	50511	10079204	3.38	0.00		
1.4 Labor	BENEFITS LOADING	12	2022	50511	10079204	(4,055.06)	0.00		
1.4 Labor	BENEFITS LOADING	1	2023	50511	10079204	50.68	0.00		
1.4 Labor	BENEFITS LOADING	1	2023	50511	10079204	635.31	0.00		
1.4 Labor	BENEFITS LOADING	1	2023	50511	10079204	(50.68)	0.00		
1.4 Labor	BENEFITS LOADING	1	2023	50511	10079204	(50.68)	0.00		
1.4 Labor	BENEFITS LOADING	1	2023	50511	10079204	635.31	0.00		

1.4 Labor	BENEFITS LOADING	1	2023	50511	10079204	(635.31)	0.00		
1.4 Labor	BENEFITS LOADING	2	2023	50511	10079204	(475.70)	0.00		
1.4 Labor	BENEFITS LOADING	2	2023	50511	10079204	(475.70)	0.00		
1.4 Labor	BENEFITS LOADING	2	2023	50511	10079204	475.70	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	4	2022	50511	10079204	66.25	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	4	2022	50511	10079204	(49.17)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	4	2022	50511	10079204	49.17	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	4	2022	50511	10079204	(66.25)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	4	2022	50511	10079204	66.25	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	4	2022	50511	10079204	49.17	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	5	2022	50511	10079204	(858.79)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	5	2022	50511	10079204	24.59	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	5	2022	50511	10079204	24.59	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	5	2022	50511	10079204	(10.97)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	5	2022	50511	10079204	858.79	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	5	2022	50511	10079204	(24.59)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	5	2022	50511	10079204	(10.97)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	5	2022	50511	10079204	10.97	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	5	2022	50511	10079204	858.79	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	6	2022	50511	10079204	172.82	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	6	2022	50511	10079204	170.29	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	6	2022	50511	10079204	44.26	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	6	2022	50511	10079204	23.44	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	6	2022	50511	10079204	3.14	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	6	2022	50511	10079204	1.75	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	6	2022	50511	10079204	44.26	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	6	2022	50511	10079204	170.29	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	6	2022	50511	10079204	172.82	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	6	2022	50511	10079204	(172.82)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	6	2022	50511	10079204	(44.26)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	6	2022	50511	10079204	(170.29)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	7	2022	50511	10079204	(34.74)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	7	2022	50511	10079204	34.74	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	7	2022	50511	10079204	(120.90)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	7	2022	50511	10079204	(67.17)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	7	2022	50511	10079204	120.90	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	7	2022	50511	10079204	(34.74)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	7	2022	50511	10079204	67.17	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	7	2022	50511	10079204	(120.90)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	7	2022	50511	10079204	67.17	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	8	2022	50511	10079204	272.98	0.00		

1.5 Labor	COMPENSATED ABSENCES-LABOR	8	2022	50511	10079204	4.26	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	8	2022	50511	10079204	(4.26)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	8	2022	50511	10079204	(272.98)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	8	2022	50511	10079204	(2.13)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	8	2022	50511	10079204	136.49	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	8	2022	50511	10079204	(2.13)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	8	2022	50511	10079204	136.49	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	8	2022	50511	10079204	2.13	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	8	2022	50511	10079204	(136.49)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	9	2022	50511	10079204	137.40	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	9	2022	50511	10079204	286.38	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	9	2022	50511	10079204	(137.40)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	9	2022	50511	10079204	(286.38)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	9	2022	50511	10079204	94.75	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	9	2022	50511	10079204	94.75	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	9	2022	50511	10079204	(0.91)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	9	2022	50511	10079204	(94.75)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	10	2022	50511	10079204	16.12	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	10	2022	50511	10079204	21.52	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	10	2022	50511	10079204	(16.12)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	10	2022	50511	10079204	(21.52)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	10	2022	50511	10079204	16.12	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	10	2022	50511	10079204	21.52	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	11	2022	50511	10079204	4.93	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	11	2022	50511	10079204	(4.34)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	11	2022	50511	10079204	(4.93)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	11	2022	50511	10079204	(3,051.05)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	11	2022	50511	10079204	(4.93)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	11	2022	50511	10079204	4.34	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	11	2022	50511	10079204	3,051.05	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	11	2022	50511	10079204	3,051.05	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	11	2022	50511	10079204	4.34	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	12	2022	50511	10079204	16.87	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	12	2022	50511	10079204	1,703.12	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	12	2022	50511	10079204	(16.87)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	12	2022	50511	10079204	16.87	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	12	2022	50511	10079204	(8.47)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	12	2022	50511	10079204	1,703.12	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	12	2022	50511	10079204	8.47	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	12	2022	50511	10079204	(1,703.12)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	12	2022	50511	10079204	(8.47)	0.00		

1.5 Labor	COMPENSATED ABSENCES-LABOR	1	2023	50511	10079204	(232.43)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	1	2023	50511	10079204	(25.34)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	1	2023	50511	10079204	232.43	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	1	2023	50511	10079204	(25.34)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	1	2023	50511	10079204	232.43	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	1	2023	50511	10079204	25.34	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	2	2023	50511	10079204	(174.04)	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	2	2023	50511	10079204	174.04	0.00		
1.5 Labor	COMPENSATED ABSENCES-LABOR	2	2023	50511	10079204	(174.04)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	4	2022	50511	10079204	29.13	0.00		
1.6 Labor	PAYROLL TAXES LOADING	4	2022	50511	10079204	39.26	0.00		
1.6 Labor	PAYROLL TAXES LOADING	4	2022	50511	10079204	29.13	0.00		
1.6 Labor	PAYROLL TAXES LOADING	4	2022	50511	10079204	39.26	0.00		
1.6 Labor	PAYROLL TAXES LOADING	4	2022	50511	10079204	(29.13)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	4	2022	50511	10079204	(39.26)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	5	2022	50511	10079204	(6.88)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	5	2022	50511	10079204	(15.42)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	5	2022	50511	10079204	710.35	0.00		
1.6 Labor	PAYROLL TAXES LOADING	5	2022	50511	10079204	15.42	0.00		
1.6 Labor	PAYROLL TAXES LOADING	5	2022	50511	10079204	(6.88)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	5	2022	50511	10079204	710.35	0.00		
1.6 Labor	PAYROLL TAXES LOADING	5	2022	50511	10079204	(710.35)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	5	2022	50511	10079204	15.42	0.00		
1.6 Labor	PAYROLL TAXES LOADING	5	2022	50511	10079204	6.88	0.00		
1.6 Labor	PAYROLL TAXES LOADING	6	2022	50511	10079204	(102.39)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	6	2022	50511	10079204	126.60	0.00		
1.6 Labor	PAYROLL TAXES LOADING	6	2022	50511	10079204	(32.90)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	6	2022	50511	10079204	32.90	0.00		
1.6 Labor	PAYROLL TAXES LOADING	6	2022	50511	10079204	126.60	0.00		
1.6 Labor	PAYROLL TAXES LOADING	6	2022	50511	10079204	102.39	0.00		
1.6 Labor	PAYROLL TAXES LOADING	6	2022	50511	10079204	(126.60)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	6	2022	50511	10079204	102.39	0.00		
1.6 Labor	PAYROLL TAXES LOADING	6	2022	50511	10079204	32.90	0.00		
1.6 Labor	PAYROLL TAXES LOADING	7	2022	50511	10079204	46.81	0.00		
1.6 Labor	PAYROLL TAXES LOADING	7	2022	50511	10079204	(95.46)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	7	2022	50511	10079204	(46.81)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	7	2022	50511	10079204	95.46	0.00		
1.6 Labor	PAYROLL TAXES LOADING	7	2022	50511	10079204	(24.22)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	7	2022	50511	10079204	(24.22)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	7	2022	50511	10079204	46.81	0.00		
1.6 Labor	PAYROLL TAXES LOADING	7	2022	50511	10079204	(95.46)	0.00		

1.6 Labor	PAYROLL TAXES LOADING	7	2022	50511	10079204	24.22	0.00		
1.6 Labor	PAYROLL TAXES LOADING	8	2022	50511	10079204	(2.80)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	8	2022	50511	10079204	(255.60)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	8	2022	50511	10079204	255.60	0.00		
1.6 Labor	PAYROLL TAXES LOADING	8	2022	50511	10079204	2.80	0.00		
1.6 Labor	PAYROLL TAXES LOADING	8	2022	50511	10079204	1.40	0.00		
1.6 Labor	PAYROLL TAXES LOADING	8	2022	50511	10079204	(127.80)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	8	2022	50511	10079204	(1.40)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	8	2022	50511	10079204	127.80	0.00		
1.6 Labor	PAYROLL TAXES LOADING	8	2022	50511	10079204	(1.40)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	8	2022	50511	10079204	127.80	0.00		
1.6 Labor	PAYROLL TAXES LOADING	9	2022	50511	10079204	(178.61)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	9	2022	50511	10079204	178.61	0.00		
1.6 Labor	PAYROLL TAXES LOADING	9	2022	50511	10079204	128.74	0.00		
1.6 Labor	PAYROLL TAXES LOADING	9	2022	50511	10079204	(128.74)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	9	2022	50511	10079204	(59.07)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	9	2022	50511	10079204	59.07	0.00		
1.6 Labor	PAYROLL TAXES LOADING	9	2022	50511	10079204	59.07	0.00		
1.6 Labor	PAYROLL TAXES LOADING	9	2022	50511	10079204	(0.94)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	10	2022	50511	10079204	38.05	0.00		
1.6 Labor	PAYROLL TAXES LOADING	10	2022	50511	10079204	50.78	0.00		
1.6 Labor	PAYROLL TAXES LOADING	10	2022	50511	10079204	38.05	0.00		
1.6 Labor	PAYROLL TAXES LOADING	10	2022	50511	10079204	(50.78)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	10	2022	50511	10079204	50.78	0.00		
1.6 Labor	PAYROLL TAXES LOADING	10	2022	50511	10079204	(38.05)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	11	2022	50511	10079204	(481.53)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	11	2022	50511	10079204	6.81	0.00		
1.6 Labor	PAYROLL TAXES LOADING	11	2022	50511	10079204	(6.00)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	11	2022	50511	10079204	(481.53)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	11	2022	50511	10079204	481.53	0.00		
1.6 Labor	PAYROLL TAXES LOADING	12	2022	50511	10079204	47.12	0.00		
1.6 Labor	PAYROLL TAXES LOADING	12	2022	50511	10079204	(914.63)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	12	2022	50511	10079204	23.64	0.00		
1.6 Labor	PAYROLL TAXES LOADING	12	2022	50511	10079204	47.12	0.00		
1.6 Labor	PAYROLL TAXES LOADING	12	2022	50511	10079204	(23.64)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	12	2022	50511	10079204	914.63	0.00		
1.6 Labor	PAYROLL TAXES LOADING	12	2022	50511	10079204	(23.64)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	12	2022	50511	10079204	914.63	0.00		
1.6 Labor	PAYROLL TAXES LOADING	12	2022	50511	10079204	(47.12)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	1	2023	50511	10079204	18.39	0.00		
1.6 Labor	PAYROLL TAXES LOADING	1	2023	50511	10079204	(18.39)	0.00		

1.6 Labor	PAYROLL TAXES LOADING	1	2023	50511	10079204	(18.39)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	1	2023	50511	10079204	167.15	0.00		
1.6 Labor	PAYROLL TAXES LOADING	1	2023	50511	10079204	(167.15)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	1	2023	50511	10079204	167.15	0.00		
1.6 Labor	PAYROLL TAXES LOADING	2	2023	50511	10079204	113.35	0.00		
1.6 Labor	PAYROLL TAXES LOADING	2	2023	50511	10079204	(113.35)	0.00		
1.6 Labor	PAYROLL TAXES LOADING	2	2023	50511	10079204	(113.35)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	5	2022	50511	10079204	(171.76)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	5	2022	50511	10079204	171.76	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	5	2022	50511	10079204	(171.76)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	6	2022	50511	10079204	34.57	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	6	2022	50511	10079204	(34.57)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	6	2022	50511	10079204	(34.57)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	7	2022	50511	10079204	(24.18)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	7	2022	50511	10079204	24.18	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	7	2022	50511	10079204	24.18	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	8	2022	50511	10079204	(54.60)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	8	2022	50511	10079204	(27.30)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	8	2022	50511	10079204	(27.30)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	8	2022	50511	10079204	27.30	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	8	2022	50511	10079204	54.60	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	9	2022	50511	10079204	27.48	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	9	2022	50511	10079204	(27.48)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	9	2022	50511	10079204	0.18	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	11	2022	50511	10079204	(435.86)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	11	2022	50511	10079204	435.86	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	11	2022	50511	10079204	(435.86)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	12	2022	50511	10079204	(243.30)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	12	2022	50511	10079204	(243.30)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	12	2022	50511	10079204	243.30	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	1	2023	50511	10079204	30.99	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	1	2023	50511	10079204	30.99	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	1	2023	50511	10079204	(3.17)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	1	2023	50511	10079204	3.17	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	1	2023	50511	10079204	(30.99)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	1	2023	50511	10079204	(3.17)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	2	2023	50511	10079204	11.60	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	2	2023	50511	10079204	(11.60)	0.00		
1.7 Labor	BENEFIT LOADING NSCOST	2	2023	50511	10079204	11.60	0.00		
Total: LABOR & BENEFITS						64,106.95			

2.1 Materia	MATERIALS NON-INVENTORY	4	2022	50511	10079204	6,755.30	2.00			00116651
2.1 Materia	MATERIALS NON-INVENTORY	4	2022	50511	10079204	17,625.12	3.00			00116651
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	16.74	1.00	0480	MARKER, DOME, 72 I	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	9.77	4.00	0463	CAP 2 SDR11 PE3408	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	1,392.44	1,000.00	0460	PIPE 2 IPS SDR11 PE3	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	67.61	10.00	0460	COUPLING, PE EF 2 IF	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	1,392.44	1,000.00	0460	PIPE 2 IPS SDR11 PE3	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	167.88	1,000.00	0480	WIRE, TRACER, CU, S	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	840.00	5,000.00	0480	WIRE, TRACER, CU, S	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	73.35	5.00	0370	TAPE, SPLIT BOLT, DE	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	37.83	20.00	0480	CONNECTOR, DBSR Y	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	16.74	1.00	0480	MARKER, DOME, 72 I	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	67.61	10.00	0460	COUPLING, PE EF 2 IF	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	554.23	1.00	0480	WIRE, TRACER, CU, 8	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	(67.61)	10.00	0460	COUPLING, PE EF 2 IF	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	(1,392.44)	1,000.00	0460	PIPE 2 IPS SDR11 PE3	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	(840.00)	5,000.00	0480	WIRE, TRACER, CU, S	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	(73.35)	5.00	0370	TAPE, SPLIT BOLT, DE	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	1,392.44	1,000.00	0460	PIPE 2 IPS SDR11 PE3	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	554.23	1.00	0480	WIRE, TRACER, CU, 8	
2.1 Materia	MATERIALS INVENTORY	4	2022	50511	10079204	2,088.66	1,500.00	0460	PIPE 2 IPS SDR11 PE3	
2.1 Materia	MATERIALS NON-INVENTORY	4	2022	50511	10079204	687.87	0.00			00117289
2.1 Materia	MATERIALS INVENTORY	5	2022	50511	10079204	359.48	253.00	0460	PIPE 2 IPS SDR11 PE3	
2.1 Materia	MATERIALS INVENTORY	5	2022	50511	10079204	1,072.75	755.00	0460	PIPE 2 IPS SDR11 PE3	
2.1 Materia	MATERIALS INVENTORY	5	2022	50511	10079204	127.88	90.00	0460	PIPE 2 IPS SDR11 PE3	
2.1 Materia	MATERIALS INVENTORY	5	2022	50511	10079204	42.67	247.00	0480	WIRE, TRACER, CU, S	
2.1 Materia	MATERIALS INVENTORY	5	2022	50511	10079204	86.37	500.00	0480	WIRE, TRACER, CU, S	
2.1 Materia	MATERIALS INVENTORY	5	2022	50511	10079204	0.17	1.00	0480	WIRE, TRACER, CU, S	
2.1 Materia	MATERIALS INVENTORY	5	2022	50511	10079204	129.90	752.00	0480	WIRE, TRACER, CU, S	
2.1 Materia	MATERIALS INVENTORY	5	2022	50511	10079204	571.19	402.00	0460	PIPE 2 IPS SDR11 PE3	
2.1 Materia	MATERIALS NON-INVENTORY	5	2022	50511	10079204	20,901.78	630.00			00119169
2.1 Materia	MATERIALS NON-INVENTORY	5	2022	50511	10079204	25,579.82	1,016.00			00119169
2.1 Materia	MATERIALS NON-INVENTORY	5	2022	50511	10079204	5,699.10	135.00			00119169
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	134.09	1.00	0460	RISER 2MPT X 2 PE34	
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	134.09	1.00	0460	RISER 2MPT X 2 PE34	
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	523.29	3,000.00	0480	WIRE, TRACER, CU, S	
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	537.88	1,000.00	0460	PIPE 1 CTS X 500' PE3	
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	6.25	1.00	0460	COUPLING, PE EF 1 C	
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	150.03	24.00	0460	COUPLING, PE EF 1 C	
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	733.43	10.00	0460	RISER, FLEX 3/4MPT X	
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	267.18	10.00	0550	METER SUPPORT CUF	
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	617.03	10.00	0460	TEE, 2X1, CTS PE3408	
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	1,458.50	8.00	0550	METER, BAR BYP, 20L	

2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	370.22	6.00	046	TEE, 2X1, CTS PE3408
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	733.43	10.00	046	RISER, FLEX 3/4MPT)
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	1,093.87	6.00	055	METER, BAR BYP, 20L
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	62.51	10.00	046	COUPLING, PE EF 1 C
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	160.31	6.00	055	METER SUPPORT CUF
2.1 Materia	MATERIALS NON-INVENTORY	6	2022	50511	10079204	17,703.54	3.00		00120252
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	133.59	5.00	055	METER SUPPORT CUF
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	366.71	5.00	046	RISER, FLEX 3/4MPT)
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	911.56	5.00	055	METER, BAR BYP, 20L
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	34.05	18.00	048	CONNECTOR, DBSR Y
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	3.78	2.00	048	CONNECTOR, DBSR Y
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	47.76	10.00	048	TAPE, ELECTRICAL, BI
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	619.49	10.00	046	TEE, 2X1, CTS PE3408
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	180.58	12.00	046	CAP, 1 CTS, PE3408, E
2.1 Materia	MATERIALS INVENTORY	6	2022	50511	10079204	537.88	1,000.00	046	PIPE 1 CTS X 500' PE3
2.1 Materia	MATERIALS INVENTORY	7	2022	50511	10079204	101.61	182.00	046	PIPE 1 CTS X 500' PE3
2.1 Materia	MATERIALS INVENTORY	7	2022	50511	10079204	147.95	265.00	046	PIPE 1 CTS X 500' PE3
2.1 Materia	MATERIALS INVENTORY	7	2022	50511	10079204	47.46	85.00	046	PIPE 1 CTS X 500' PE3
2.1 Materia	MATERIALS INVENTORY	7	2022	50511	10079204	58.07	104.00	046	PIPE 1 CTS X 500' PE3
2.1 Materia	MATERIALS INVENTORY	7	2022	50511	10079204	18.98	34.00	046	PIPE 1 CTS X 500' PE3
2.1 Materia	MATERIALS INVENTORY	7	2022	50511	10079204	78.16	140.00	046	PIPE 1 CTS X 500' PE3
2.1 Materia	MATERIALS INVENTORY	7	2022	50511	10079204	283.57	1,000.00	046	PIPE, 1/2 CTS, SDR7, (
2.1 Materia	MATERIALS INVENTORY	7	2022	50511	10079204	59.18	106.00	046	PIPE 1 CTS X 500' PE3
2.1 Materia	MATERIALS INVENTORY	7	2022	50511	10079204	46.90	84.00	046	PIPE 1 CTS X 500' PE3
2.1 Materia	MATERIALS INVENTORY	8	2022	50511	10079204	16.42	4.00	046	ELBOW 2 PE 3408 90
2.1 Materia	MATERIALS INVENTORY	8	2022	50511	10079204	318.84	4.00	046	TEE, SVC, 2 X 2 HV PE
2.1 Materia	MATERIALS INVENTORY	8	2022	50511	10079204	49.69	3.00	046	CAP 2 IPS PE3408/PE
2.1 Materia	MATERIALS INVENTORY	8	2022	50511	10079204	339.01	4.00	046	ELBOW 2 90 DEG PE3
2.1 Materia	MATERIALS INVENTORY	8	2022	50511	10079204	55.15	8.00	046	COUPLING, PE EF 2 IF
2.1 Materia	MATERIALS INVENTORY	8	2022	50511	10079204	4.11	1.00	046	ELBOW 2 PE 3408 90
2.1 Materia	MATERIALS INVENTORY	8	2022	50511	10079204	8.21	2.00	046	ELBOW 2 PE 3408 90
2.1 Materia	MATERIALS INVENTORY	8	2022	50511	10079204	243.56	3.00	046	TEE, SVC, 2 X 2 HV PE
2.1 Materia	MATERIALS INVENTORY	8	2022	50511	10079204	706.52	500.00	046	PIPE 2 IPS SDR11 PE3
2.1 Materia	MATERIALS INVENTORY	8	2022	50511	10079204	41.48	6.00	046	COUPLING, PE EF 2 IF
2.1 Materia	MATERIALS INVENTORY	8	2022	50511	10079204	66.73	4.00	046	CAP 2 IPS PE3408/PE
2.1 Materia	MATERIALS INVENTORY	8	2022	50511	10079204	4.11	1.00	046	ELBOW 2 PE 3408 90
2.1 Materia	MATERIALS INVENTORY	8	2022	50511	10079204	81.19	1.00	046	TEE, SVC, 2 X 2 HV PE
2.1 Materia	MATERIALS INVENTORY	8	2022	50511	10079204	20.74	3.00	046	COUPLING, PE EF 2 IF
2.1 Materia	MATERIALS INVENTORY	8	2022	50511	10079204	33.36	2.00	046	CAP 2 IPS PE3408/PE
2.1 Materia	MATERIALS INVENTORY	9	2022	50511	10079204	6.70	10.00	034	PLUG, BM 3/4 SQUAF
2.1 Materia	MATERIALS INVENTORY	9	2022	50511	10079204	16.68	1.00	046	CAP 2 IPS PE3408/PE
2.1 Materia	MATERIALS INVENTORY	9	2022	50511	10079204	162.38	2.00	046	TEE, SVC, 2 X 2 HV PE
2.1 Materia	MATERIALS INVENTORY	9	2022	50511	10079204	13.90	2.00	046	COUPLING, PE EF 2 IF

2.1 Materia	MATERIALS INVENTORY	9	2022	50511	10079204	8.21	2.00	046	ELBOW 2 PE 3408 90	
2.1 Materia	MATERIALS INVENTORY	9	2022	50511	10079204	2,552.13	9,000.00	046	PIPE, 1/2 CTS, SDR7,	
2.1 Materia	MATERIALS NON-INVENTORY	9	2022	50511	10079204	751.96	0.00			00124446
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	82.97	1.00	048	WIRE BUILDING, 12A	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	127.18	1.00	048	WIRE BUILDING, 12A	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	72.31	1.00	044	ANODE MAGNESIUM	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	387.11	10.00	037	EPOXY, GIRTH WELD,	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	54.27	2.00	048	MARKER, DOME TEST	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	1,986.17	18.00	034	ROCK SHIELD 3/8 TH	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	216.93	3.00	044	ANODE MAGNESIUM	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	895.34	1.00	049	TAPE. SIGNALTAPE, 1	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	45.88	1.00	037	COMPRESSION FILM	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	279.39	2.00	037	PERFERATOR TOOL	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	70.93	2.00	034	CAP, WELD, 4 DOM	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	141.86	4.00	034	CAP, WELD, 4 DOM	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	148.23	5.00	048	DENSO PROFILING M	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	750.31	10.00	037	RD-6 POLYGUARD IRC	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	38.71	1.00	037	EPOXY, GIRTH WELD,	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	659.74	2.00	034	FITTING 2 TDW THRE	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	3,268.50	150.00	033	PIPE 8-5/8 .250W GR	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	2,614.80	120.00	033	PIPE 8-5/8 .250W GR	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	52.44	1.00	034	ELBOW, 4", Y52, 90 D	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	52.44	1.00	034	ELBOW, 4", Y52, 90 D	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	104.88	2.00	034	ELBOW, 4", Y52, 90 D	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	104.88	2.00	034	ELBOW, 4", Y52, 90 D	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	652.62	2.00	034	ELBOW 6 90 DEG 3 TI	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	2,385.74	2.00	034	TEE THREAD-0-RING	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	1,305.24	4.00	034	ELBOW 6 90 DEG 3 TI	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	35.46	1.00	034	CAP, WELD, 4 DOM	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	79.13	2.00	037	TAPE POLYGUARD RE	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	79.13	2.00	037	TAPE POLYGUARD RE	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	154.85	4.00	037	EPOXY, GIRTH WELD,	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	73.28	1.00	037	ADHESIVE LIQUID PRI	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	1,220.90	10.00	037	RD-6 POLYGUARD IRC	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	118.56	24.00	034	BOLT 1 X 7-1/2 B-7 W	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	96.86	1.00	048	PIG, 6" JAVELINA STY	
2.1 Materia	MATERIALS INVENTORY	11	2022	50511	10079204	224.10	12.00	048	PIG 6 BARE SWAB ST	
2.1 Materia	MATERIALS NON-INVENTORY	12	2022	50511	10079204	1,380.36	0.00			00128849
2.1 Materia	MATERIALS INVENTORY	12	2022	50511	10079204	162.69	4.00	037	EPOXY, GIRTH WELD,	
2.1 Materia	MATERIALS INVENTORY	12	2022	50511	10079204	127.76	1.00	037	RD-6 POLYGUARD IRC	
2.1 Materia	MATERIALS INVENTORY	12	2022	50511	10079204	(150.06)	2.00	037	RD-6 POLYGUARD IRC	
2.1 Materia	MATERIALS INVENTORY	12	2022	50511	10079204	116.13	3.00	037	EPOXY, GIRTH WELD,	
2.1 Materia	MATERIALS INVENTORY	12	2022	50511	10079204	52.44	1.00	034	ELBOW, 4", Y52, 90 D	

2.1 Material	MATERIALS INVENTORY	12	2022	50511	10079204	255.52	2.00	037	RD-6 POLYGUARD IRC
2.1 Material	MATERIALS INVENTORY	12	2022	50511	10079204	(232.27)	6.00	037	EPOXY, GIRTH WELD,
2.1 Material	MATERIALS INVENTORY	12	2022	50511	10079204	127.76	1.00	037	RD-6 POLYGUARD IRC
2.1 Material	MATERIALS INVENTORY	12	2022	50511	10079204	(511.04)	4.00	037	RD-6 POLYGUARD IRC
2.1 Material	MATERIALS INVENTORY	12	2022	50511	10079204	62.17	2.00	034	CAP, WELD, 4 DOM
2.1 Material	MATERIALS INVENTORY	12	2022	50511	10079204	27.60	2.00	048	PIG 4 BARE SWAB ST
2.1 Material	MATERIALS INVENTORY	12	2022	50511	10079204	33.37	1.00	048	PIG, 4" RCC POLY
2.1 Material	MATERIALS INVENTORY	12	2022	50511	10079204	659.71	2.00	034	FITTING 2 TDW THRE
2.1 Material	MATERIALS INVENTORY	12	2022	50511	10079204	659.71	2.00	034	FITTING 2 TDW THRE
2.1 Material	MATERIALS INVENTORY	12	2022	50511	10079204	713.74	2.00	034	CUPS SEAL 4 500#, 0.
2.1 Material	MATERIALS INVENTORY	12	2022	50511	10079204	31.08	1.00	034	CAP, WELD, 4 DOM
2.1 Material	MATERIALS INVENTORY	12	2022	50511	10079204	352.64	4.00	034	ROCK SHIELD 3/8 TH
2.1 Material	MATERIALS INVENTORY	12	2022	50511	10079204	59.29	2.00	048	DENSO PROFILING M
2.1 Material	MATERIALS INVENTORY	12	2022	50511	10079204	106.33	4.00	037	TAPE DENSYL 4 X 33 I
2.1 Material	MATERIALS INVENTORY	12	2022	50511	10079204	31.08	1.00	034	CAP, WELD, 4 DOM
2.1 Material	MATERIALS INVENTORY	12	2022	50511	10079204	31.08	1.00	034	CAP, WELD, 4 DOM
2.1 Material	MATERIALS INVENTORY	12	2022	50511	10079204	172.34	2.00	034	CUPS SEAL 4 60#
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	153.00	25.00	033	PIPE TEST 1" .179W C
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	86.45	1.00	035	BOX, VALVE, 4IN, 35-
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	33.65	2.00	037	CARTRIDGE EPOXY 50
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	6.96	2.00	037	CARTRIDGE MIXING T
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	10.56	1.00	034	ELBOW, PIPE, WELD,
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	35.53	1.00	037	DENSO PASTE, 5.5LB
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	20.02	7.00	033	PIPE TEST 2-3/8 X .15
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	2.86	1.00	033	PIPE TEST 2-3/8 X .15
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	91.80	15.00	033	PIPE TEST 1" .179W C
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	45.33	1.00	034	TEE, SVC 3/4 IPS X 1 I
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	53.16	2.00	037	TAPE DENSYL 4 X 33 I
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	150.23	1.00	035	VALVE BALL 1 BALLOI
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	82.77	1.00	046	TEE, SVC, 2 X 2 HV PE
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	6.95	1.00	046	COUPLING, PE EF 2 IF
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	40.20	1.00	046	TRANSITION, 2 STL W
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	86.45	1.00	035	BOX, VALVE, 4IN, 35-
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	1,153.48	1.00	055	METER GUARD 7X10
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	17.40	1.00	035	COLLAR VALVE BOX C
2.1 Material	MATERIALS INVENTORY	1	2023	50511	10079204	(28.60)	10.00	033	PIPE TEST 2-3/8 X .15
2.2 Material	MATERIALS LOADING	4	2022	50511	10079204	2,438.04	0.00		
2.2 Material	MATERIALS LOADING	4	2022	50511	10079204	944.79	0.00		
2.2 Material	MATERIALS LOADING	4	2022	50511	10079204	629.86	0.00		
2.2 Material	MATERIALS LOADING	5	2022	50511	10079204	5,218.07	0.00		
2.2 Material	MATERIALS LOADING	5	2022	50511	10079204	358.56	0.00		
2.2 Material	MATERIALS LOADING	5	2022	50511	10079204	239.04	0.00		
2.2 Material	MATERIALS LOADING	6	2022	50511	10079204	1,770.35	0.00		

2.2 Materia	MATERIALS LOADING	6	2022	50511	10079204	1,472.63	0.00		
2.2 Materia	MATERIALS LOADING	6	2022	50511	10079204	981.75	0.00		
2.2 Materia	MATERIALS LOADING	7	2022	50511	10079204	109.44	0.00		
2.2 Materia	MATERIALS LOADING	7	2022	50511	10079204	84.19	0.00		
2.2 Materia	MATERIALS LOADING	8	2022	50511	10079204	258.59	0.00		
2.2 Materia	MATERIALS LOADING	8	2022	50511	10079204	198.91	0.00		
2.2 Materia	MATERIALS LOADING	9	2022	50511	10079204	358.80	0.00		
2.2 Materia	MATERIALS LOADING	9	2022	50511	10079204	276.00	0.00		
2.2 Materia	MATERIALS LOADING	11	2022	50511	10079204	1,269.78	0.00		
2.2 Materia	MATERIALS LOADING	11	2022	50511	10079204	588.33	0.00		
2.2 Materia	MATERIALS LOADING	11	2022	50511	10079204	1,269.78	0.00		
2.2 Materia	MATERIALS LOADING	11	2022	50511	10079204	588.33	0.00		
2.2 Materia	MATERIALS LOADING	12	2022	50511	10079204	545.28	0.00		
2.2 Materia	MATERIALS LOADING	12	2022	50511	10079204	32.54	0.00		
2.2 Materia	MATERIALS LOADING	12	2022	50511	10079204	272.64	0.00		
2.2 Materia	MATERIALS LOADING	12	2022	50511	10079204	16.27	0.00		
2.2 Materia	MATERIALS LOADING	1	2023	50511	10079204	614.46	0.00		
2.2 Materia	MATERIALS LOADING	1	2023	50511	10079204	204.82	0.00		

Total: MATERIAL/SUPPLIES 165,442.00

3.1 Outside	CONTR PAYMENTS - LABOR	5	2022	50511	10079204	1,657.71	0.00		00118224
3.1 Outside	CONTR PAYMENTS - LABOR	5	2022	50511	10079204	5,212.10	0.00		00118251
3.1 Outside	CONTR PAYMENTS - LABOR	5	2022	50511	10079204	5,212.10	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	5	2022	50511	10079204	(1,657.71)	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	5	2022	50511	10079204	1,657.71	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	5	2022	50511	10079204	(5,212.10)	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	6	2022	50511	10079204	140,742.08	0.00		00118845
3.1 Outside	CONTR PAYMENTS - LABOR	6	2022	50511	10079204	2,383.77	0.00		00120126
3.1 Outside	CONTR PAYMENTS - LABOR	6	2022	50511	10079204	2,730.68	0.00		00120503
3.1 Outside	CONTR PAYMENTS - LABOR	6	2022	50511	10079204	43,041.33	0.00		00119327
3.1 Outside	CONTR PAYMENTS - LABOR	6	2022	50511	10079204	4,064.35	0.00		00120215
3.1 Outside	CONTR PAYMENTS - LABOR	6	2022	50511	10079204	2,730.68	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	6	2022	50511	10079204	49,489.45	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	6	2022	50511	10079204	(631.95)	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	6	2022	50511	10079204	631.95	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	6	2022	50511	10079204	140,742.08	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	6	2022	50511	10079204	(140,742.08)	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	6	2022	50511	10079204	(2,730.68)	0.00		
3.1 Outside	CONSULTING FEES	6	2022	50511	10079204	1,170.00	0.00		
3.1 Outside	CONSULTING FEES	6	2022	50511	10079204	503.13	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	6	2022	50511	10079204	(49,489.45)	0.00		
3.1 Outside	CONSULTING FEES	6	2022	50511	10079204	(503.13)	0.00		
3.1 Outside	CONSULTING FEES	6	2022	50511	10079204	(1,170.00)	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	6	2022	50511	10079204	(394.40)	0.00		

3.1 Outside	CONTR PAYMENTS - LABOR	6	2022	50511	10079204	(147.27)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	7	2022	50511	10079204	9,720.09	0.00	00120834
3.1 Outside	CONTR PAYMENTS - LABOR	7	2022	50511	10079204	441.28	0.00	00122257
3.1 Outside	CONTR PAYMENTS - LABOR	7	2022	50511	10079204	6,226.30	0.00	00122235
3.1 Outside	CONTR PAYMENTS - LABOR	7	2022	50511	10079204	689.14	0.00	00121909
3.1 Outside	CONTR PAYMENTS - LABOR	7	2022	50511	10079204	6,383.80	0.00	00121795
3.1 Outside	CONTR PAYMENTS - LABOR	7	2022	50511	10079204	26,586.55	0.00	00121617
3.1 Outside	CONTR PAYMENTS - LABOR	7	2022	50511	10079204	2,314.25	0.00	00170924
3.1 Outside	CONTR PAYMENTS - LABOR	7	2022	50511	10079204	451.25	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	7	2022	50511	10079204	2,314.25	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	7	2022	50511	10079204	(6,667.58)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	7	2022	50511	10079204	(2,314.25)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	7	2022	50511	10079204	6,667.58	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	7	2022	50511	10079204	(451.25)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	7	2022	50511	10079204	(43,379.58)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	7	2022	50511	10079204	43,379.58	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	8	2022	50511	10079204	3,862.83	0.00	00122785
3.1 Outside	CONTR PAYMENTS - LABOR	8	2022	50511	10079204	(3,862.83)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	8	2022	50511	10079204	3,862.83	0.00	
3.1 Outside	CONSULTING FEES	8	2022	50511	10079204	(215.63)	0.00	
3.1 Outside	CONSULTING FEES	8	2022	50511	10079204	215.63	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	9	2022	50511	10079204	11,800.00	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	9	2022	50511	10079204	10,760.00	0.00	
3.1 Outside	CONSULTING FEES	9	2022	50511	10079204	(431.26)	0.00	
3.1 Outside	CONSULTING FEES	9	2022	50511	10079204	431.26	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	(10,760.00)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	(11,800.00)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	1,068.75	0.00	00126084
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	5,665.18	0.00	00125995
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	5,191.54	0.00	00125998
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	11,800.00	0.00	00125695
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	3,270.39	0.00	00125331
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	6,506.56	0.00	00124535
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	10,760.00	0.00	00123569
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	6,220.23	0.00	00123691
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	3,139.39	0.00	00123708
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	10,760.00	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	42,862.04	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	10,760.00	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	(11,800.00)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	(42,862.04)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	11,800.00	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	(10,760.00)	0.00	

3.1 Outside	CONTR PAYMENTS - LABOR	10	2022	50511	10079204	(10,760.00)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	11	2022	50511	10079204	5,920.00	0.00	00126877
3.1 Outside	CONTR PAYMENTS - LABOR	11	2022	50511	10079204	6,555.39	0.00	00127211
3.1 Outside	CONTR PAYMENTS - LABOR	11	2022	50511	10079204	32,905.62	0.00	00127775
3.1 Outside	CONTR PAYMENTS - LABOR	11	2022	50511	10079204	44,895.00	0.00	00128967
3.1 Outside	CONTR PAYMENTS - LABOR	11	2022	50511	10079204	44,895.00	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	11	2022	50511	10079204	45,381.01	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	11	2022	50511	10079204	16,544.00	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	11	2022	50511	10079204	(45,381.01)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	11	2022	50511	10079204	(44,895.00)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(16,544.00)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	3,200.47	0.00	00128965
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	16,544.00	0.00	00128911
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	1,500.00	0.00	00128735
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	38,047.25	0.00	00129896
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	6,101.00	0.00	00130257
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	4,850.85	0.00	00130207
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	2,793.12	0.00	00130546
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	4,372.47	0.00	00130544
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	2,030.38	0.00	00130322
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	3,148.51	0.00	00130320
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	4,824.76	0.00	00130209
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	749.59	0.00	00130212
3.1 Outside	CONSULTING FEES	12	2022	50511	10079204	1,473.70	0.00	00177553
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(1,005.25)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(211.77)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(1,226.85)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(460.04)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(456.30)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(312.05)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(467.54)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(450.06)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	48,615.15	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	1,500.00	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	2,232.10	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	38,047.25	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(422.05)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(393.15)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(275.89)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(262.03)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(2,084.62)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(476.39)	0.00	
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(768.35)	0.00	

3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(38,047.25)	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	22,047.54	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(1,500.00)	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(2,232.10)	0.00		
3.1 Outside	CONSULTING FEES	12	2022	50511	10079204	1,473.70	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(22,047.54)	0.00		
3.1 Outside	CONSULTING FEES	12	2022	50511	10079204	(1,473.70)	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	(48,615.15)	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	12	2022	50511	10079204	768.35	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	1	2023	50511	10079204	7,611.87	0.00		00131842
3.1 Outside	CONTR PAYMENTS - LABOR	1	2023	50511	10079204	45,920.00	0.00		00131695
3.1 Outside	CONSULTING FEES	1	2023	50511	10079204	3,542.50	0.00		00178431
3.1 Outside	CONSULTING FEES	1	2023	50511	10079204	(1,473.70)	0.00		00179892
3.1 Outside	CONSULTING FEES	1	2023	50511	10079204	1,383.75	0.00		00179892
3.1 Outside	CONTR PAYMENTS - LABOR	1	2023	50511	10079204	19,840.00	0.00		00132312
3.1 Outside	CONTR PAYMENTS - LABOR	1	2023	50511	10079204	48,000.00	0.00		00131899
3.1 Outside	CONTR PAYMENTS - LABOR	1	2023	50511	10079204	30,100.00	0.00		00132403
3.1 Outside	CONSULTING FEES	1	2023	50511	10079204	(6,399.95)	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	1	2023	50511	10079204	(151,471.87)	0.00		
3.1 Outside	CONSULTING FEES	1	2023	50511	10079204	6,399.95	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	1	2023	50511	10079204	151,471.87	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	2	2023	50511	10079204	20,997.64	0.00		00133377
3.1 Outside	CONSULTING FEES	2	2023	50511	10079204	558.00	0.00		00181062
3.1 Outside	CONTR PAYMENTS - LABOR	2	2023	50511	10079204	20,997.64	0.00		
3.1 Outside	CONSULTING FEES	2	2023	50511	10079204	(558.00)	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	2	2023	50511	10079204	(20,997.64)	0.00		
3.1 Outside	CONSULTING FEES	2	2023	50511	10079204	558.00	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	3	2023	50511	10079204	1,456.99	0.00		00134443
3.1 Outside	CONTR PAYMENTS - LABOR	3	2023	50511	10079204	1,327.55	0.00		00134462
3.1 Outside	CONSULTING FEES	3	2023	50511	10079204	186.00	0.00		00181979
3.1 Outside	CONSULTING FEES	3	2023	50511	10079204	186.00	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	3	2023	50511	10079204	1,456.99	0.00		
3.1 Outside	CONSULTING FEES	3	2023	50511	10079204	(186.00)	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	3	2023	50511	10079204	(1,456.99)	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	4	2023	50511	10079204	(1,038.75)	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	4	2023	50511	10079204	(1,283.98)	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	5	2023	50511	10079204	2,322.73	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	5	2023	50511	10079204	(2,322.73)	0.00		
3.1 Outside	CONTR PAYMENTS - LABOR	7	2023	50511	10079204	1,808.00	0.00		00140597
	Total: OUTSIDE SERVICES					659,480.62			
3.2 ROW	PURCH REAL ESTATE/LAND RIGHTS	6	2022	50511	10079204	274.38	0.00		00118713
3.2 ROW	PURCH REAL ESTATE/LAND RIGHTS	6	2022	50511	10079204	631.95	0.00		00118851
3.2 ROW	PURCH REAL ESTATE/LAND RIGHTS	6	2022	50511	10079204	1,170.00	0.00		00119484

3.2 ROW	PURCH REAL ESTATE/LAND RIGHTS	6	2022	50511	10079204	503.13	0.00		00119648
3.2 ROW	PURCH REAL ESTATE/LAND RIGHTS	7	2022	50511	10079204	451.25	0.00		00121259
3.2 ROW	PURCH REAL ESTATE/LAND RIGHTS	8	2022	50511	10079204	215.63	0.00		00123208
3.2 ROW	PURCH REAL ESTATE/LAND RIGHTS	9	2022	50511	10079204	143.75	0.00		00123789
3.2 ROW	PURCH REAL ESTATE/LAND RIGHTS	9	2022	50511	10079204	71.88	0.00		00125527
3.2 ROW	PURCH REAL ESTATE/LAND RIGHTS	9	2022	50511	10079204	215.63	0.00		00125537
3.2 ROW	PURCH REAL ESTATE/LAND RIGHTS	7	2022	50511	10079204	669.11	0.00		00120499
3.2 ROW	PURCH REAL ESTATE/LAND RIGHTS	7	2022	50511	10079204	143.75	0.00		00122394
3.2 ROW	PURCH REAL ESTATE/LAND RIGHTS	10	2022	50511	10079204	359.38	0.00		00126382
3.2 ROW	PURCH REAL ESTATE/LAND RIGHTS	12	2022	50511	10079204	45.35	0.00		00206548

Total: RIGHT OF WAY 4,895.19

Total: PERMITS, LICENSES -

Total: OTHER EXP & FEES -

Total: ROW OTHER -

Total: DIRECT CHARGES 893,924.76

5.1 A&G Load	A&G LOADING	4	2022	50511	10079204	2,122.77	0.00		
5.1 A&G Load	A&G LOADING	4	2022	50511	10079204	34.40	0.00		
5.1 A&G Load	A&G LOADING	4	2022	50511	10079204	46.34	0.00		
5.1 A&G Load	A&G LOADING	5	2022	50511	10079204	4,725.03	0.00		
5.1 A&G Load	A&G LOADING	5	2022	50511	10079204	99.46	0.00		
5.1 A&G Load	A&G LOADING	5	2022	50511	10079204	17.25	0.00		
5.1 A&G Load	A&G LOADING	5	2022	50511	10079204	(7.70)	0.00		
5.1 A&G Load	A&G LOADING	6	2022	50511	10079204	(7.70)	0.00		
5.1 A&G Load	A&G LOADING	6	2022	50511	10079204	(99.46)	0.00		
5.1 A&G Load	A&G LOADING	6	2022	50511	10079204	99.46	0.00		
5.1 A&G Load	A&G LOADING	6	2022	50511	10079204	(4,725.03)	0.00		
5.1 A&G Load	A&G LOADING	6	2022	50511	10079204	17.25	0.00		

5.1 A&G Load	A&G LOADING	6	2022	50511	10079204	7.70	0.00		
5.1 A&G Load	A&G LOADING	6	2022	50511	10079204	(17.25)	0.00		
5.1 A&G Load	A&G LOADING	6	2022	50511	10079204	4,725.03	0.00		
5.1 A&G Load	A&G LOADING	6	2022	50511	10079204	13,533.30	0.00		
5.1 A&G Load	A&G LOADING	6	2022	50511	10079204	(8.84)	0.00		
5.1 A&G Load	A&G LOADING	6	2022	50511	10079204	195.20	0.00		
5.1 A&G Load	A&G LOADING	6	2022	50511	10079204	205.23	0.00		
5.1 A&G Load	A&G LOADING	7	2022	50511	10079204	2,588.07	0.00		
5.1 A&G Load	A&G LOADING	7	2022	50511	10079204	400.06	0.00		
5.1 A&G Load	A&G LOADING	7	2022	50511	10079204	117.83	0.00		
5.1 A&G Load	A&G LOADING	7	2022	50511	10079204	116.49	0.00		
5.1 A&G Load	A&G LOADING	8	2022	50511	10079204	273.96	0.00		
5.1 A&G Load	A&G LOADING	8	2022	50511	10079204	231.77	0.00		
5.1 A&G Load	A&G LOADING	8	2022	50511	10079204	11.65	0.00		
5.1 A&G Load	A&G LOADING	8	2022	50511	10079204	(2,588.07)	0.00		
5.1 A&G Load	A&G LOADING	8	2022	50511	10079204	(400.06)	0.00		
5.1 A&G Load	A&G LOADING	8	2022	50511	10079204	(117.83)	0.00		
5.1 A&G Load	A&G LOADING	8	2022	50511	10079204	400.06	0.00		
5.1 A&G Load	A&G LOADING	8	2022	50511	10079204	116.49	0.00		
5.1 A&G Load	A&G LOADING	8	2022	50511	10079204	117.83	0.00		
5.1 A&G Load	A&G LOADING	8	2022	50511	10079204	2,588.07	0.00		
5.1 A&G Load	A&G LOADING	8	2022	50511	10079204	(116.49)	0.00		
5.1 A&G Load	A&G LOADING	9	2022	50511	10079204	248.03	0.00		
5.1 A&G Load	A&G LOADING	9	2022	50511	10079204	82.79	0.00		
5.1 A&G Load	A&G LOADING	9	2022	50511	10079204	273.96	0.00		
5.1 A&G Load	A&G LOADING	9	2022	50511	10079204	11.65	0.00		
5.1 A&G Load	A&G LOADING	9	2022	50511	10079204	(273.96)	0.00		
5.1 A&G Load	A&G LOADING	9	2022	50511	10079204	231.77	0.00		
5.1 A&G Load	A&G LOADING	9	2022	50511	10079204	(231.77)	0.00		
5.1 A&G Load	A&G LOADING	9	2022	50511	10079204	(11.65)	0.00		
5.1 A&G Load	A&G LOADING	10	2022	50511	10079204	2,143.10	0.00		
5.1 A&G Load	A&G LOADING	10	2022	50511	10079204	538.00	0.00		
5.1 A&G Load	A&G LOADING	10	2022	50511	10079204	26.89	0.00		
5.1 A&G Load	A&G LOADING	10	2022	50511	10079204	53.87	0.00		
5.1 A&G Load	A&G LOADING	11	2022	50511	10079204	4,472.51	0.00		
5.1 A&G Load	A&G LOADING	11	2022	50511	10079204	2,597.75	0.00		
5.1 A&G Load	A&G LOADING	11	2022	50511	10079204	(7.29)	0.00		
5.1 A&G Load	A&G LOADING	11	2022	50511	10079204	6.43	0.00		
5.1 A&G Load	A&G LOADING	11	2022	50511	10079204	538.00	0.00		
5.1 A&G Load	A&G LOADING	11	2022	50511	10079204	(53.87)	0.00		
5.1 A&G Load	A&G LOADING	11	2022	50511	10079204	53.87	0.00		
5.1 A&G Load	A&G LOADING	11	2022	50511	10079204	(538.00)	0.00		
5.1 A&G Load	A&G LOADING	11	2022	50511	10079204	26.89	0.00		

5.1 A&G Loa	A&G LOADING	11	2022	50511	10079204	(2,143.10)	0.00		
5.1 A&G Loa	A&G LOADING	11	2022	50511	10079204	2,143.10	0.00		
5.1 A&G Loa	A&G LOADING	11	2022	50511	10079204	(26.89)	0.00		
5.1 A&G Loa	A&G LOADING	1	2023	50511	10079204	11,145.02	0.00		
5.1 A&G Loa	A&G LOADING	1	2023	50511	10079204	221.55	0.00		
5.1 A&G Loa	A&G LOADING	2	2023	50511	10079204	1,312.49	0.00		
5.1 A&G Loa	A&G LOADING	2	2023	50511	10079204	39.06	0.00		
5.1 A&G Loa	A&G LOADING	3	2023	50511	10079204	207.94	0.00		
5.1 A&G Loa	A&G LOADING	7	2023	50511	10079204	126.56	0.00		
Total: A&G LOADING						47,916.97			
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	4	2022	50511	10079204	3,537.96	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	4	2022	50511	10079204	57.33	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	4	2022	50511	10079204	77.24	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	5	2022	50511	10079204	7,875.06	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	5	2022	50511	10079204	165.77	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	5	2022	50511	10079204	28.75	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	5	2022	50511	10079204	(12.83)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	6	2022	50511	10079204	(14.73)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	6	2022	50511	10079204	325.33	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	6	2022	50511	10079204	342.06	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	6	2022	50511	10079204	(165.77)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	6	2022	50511	10079204	12.83	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	6	2022	50511	10079204	(28.75)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	6	2022	50511	10079204	(12.83)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	6	2022	50511	10079204	28.75	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	6	2022	50511	10079204	165.77	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	6	2022	50511	10079204	(7,875.06)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	6	2022	50511	10079204	7,875.06	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	6	2022	50511	10079204	22,555.49	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	7	2022	50511	10079204	6,901.51	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	7	2022	50511	10079204	1,066.81	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	7	2022	50511	10079204	314.22	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	7	2022	50511	10079204	310.65	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	8	2022	50511	10079204	730.55	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	8	2022	50511	10079204	618.05	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	8	2022	50511	10079204	31.08	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	8	2022	50511	10079204	310.65	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	8	2022	50511	10079204	314.22	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	8	2022	50511	10079204	1,066.81	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	8	2022	50511	10079204	(310.65)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	8	2022	50511	10079204	(1,066.81)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	8	2022	50511	10079204	(314.22)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	8	2022	50511	10079204	(6,901.51)	0.00		

5.2 F&E Loa	E&S-ELE DIS & ALL GAS	8	2022	50511	10079204	6,901.51	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	9	2022	50511	10079204	661.41	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	9	2022	50511	10079204	220.78	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	9	2022	50511	10079204	31.08	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	9	2022	50511	10079204	(730.55)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	9	2022	50511	10079204	730.55	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	9	2022	50511	10079204	(618.05)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	9	2022	50511	10079204	(31.08)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	9	2022	50511	10079204	618.05	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	10	2022	50511	10079204	5,572.07	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	10	2022	50511	10079204	1,398.80	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	10	2022	50511	10079204	69.91	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	10	2022	50511	10079204	140.05	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	11	2022	50511	10079204	1,398.80	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	11	2022	50511	10079204	(140.05)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	11	2022	50511	10079204	7,156.02	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	11	2022	50511	10079204	4,156.40	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	11	2022	50511	10079204	(11.67)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	11	2022	50511	10079204	10.29	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	11	2022	50511	10079204	69.91	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	11	2022	50511	10079204	(5,572.07)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	11	2022	50511	10079204	5,572.07	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	11	2022	50511	10079204	(1,398.80)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	11	2022	50511	10079204	140.05	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	11	2022	50511	10079204	(69.91)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	12	2022	50511	10079204	5,268.51	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	12	2022	50511	10079204	2,999.23	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	12	2022	50511	10079204	120.00	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	12	2022	50511	10079204	152.71	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	12	2022	50511	10079204	(192.41)	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	1	2023	50511	10079204	20,697.89	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	1	2023	50511	10079204	411.44	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	2	2023	50511	10079204	72.54	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	2	2023	50511	10079204	2,437.47	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	3	2023	50511	10079204	386.17	0.00		
5.2 F&E Loa	E&S-ELE DIS & ALL GAS	7	2023	50511	10079204	235.04	0.00		
Total: F&E LOADING						96,872.95			
5.3 Vehicle	VEHICLE LOADING	5	2022	50511	10079204	710.18	0.00		
5.3 Vehicle	VEHICLE LOADING	5	2022	50511	10079204	181.03	0.00		
5.3 Vehicle	VEHICLE LOADING	5	2022	50511	10079204	33.55	0.00		
5.3 Vehicle	VEHICLE LOADING	6	2022	50511	10079204	924.76	0.00		
5.3 Vehicle	VEHICLE LOADING	6	2022	50511	10079204	(924.76)	0.00		
5.3 Vehicle	VEHICLE LOADING	6	2022	50511	10079204	794.61	0.00		

5.3 Vehicle	VEHICLE LOADING	6	2022	50511	10079204	108.54	0.00		
5.3 Vehicle	VEHICLE LOADING	6	2022	50511	10079204	28.48	0.00		
5.3 Vehicle	VEHICLE LOADING	7	2022	50511	10079204	153.62	0.00		
5.3 Vehicle	VEHICLE LOADING	7	2022	50511	10079204	6.03	0.00		
5.3 Vehicle	VEHICLE LOADING	7	2022	50511	10079204	(6.03)	0.00		
5.3 Vehicle	VEHICLE LOADING	7	2022	50511	10079204	153.62	0.00		
5.3 Vehicle	VEHICLE LOADING	7	2022	50511	10079204	6.03	0.00		
5.3 Vehicle	VEHICLE LOADING	7	2022	50511	10079204	(153.62)	0.00		
5.3 Vehicle	VEHICLE LOADING	8	2022	50511	10079204	202.28	0.00		
5.3 Vehicle	VEHICLE LOADING	8	2022	50511	10079204	31.80	0.00		
5.3 Vehicle	VEHICLE LOADING	8	2022	50511	10079204	6.07	0.00		
5.3 Vehicle	VEHICLE LOADING	9	2022	50511	10079204	240.15	0.00		
5.3 Vehicle	VEHICLE LOADING	9	2022	50511	10079204	(240.15)	0.00		
5.3 Vehicle	VEHICLE LOADING	11	2022	50511	10079204	52.04	0.00		
5.3 Vehicle	VEHICLE LOADING	11	2022	50511	10079204	1,395.63	0.00		
5.3 Vehicle	VEHICLE LOADING	11	2022	50511	10079204	112.77	0.00		
5.3 Vehicle	VEHICLE LOADING	11	2022	50511	10079204	1,308.01	0.00		
5.3 Vehicle	VEHICLE LOADING	11	2022	50511	10079204	105.69	0.00		
5.3 Vehicle	VEHICLE LOADING	12	2022	50511	10079204	198.67	0.00		
5.3 Vehicle	VEHICLE LOADING	12	2022	50511	10079204	2,840.99	0.00		
5.3 Vehicle	VEHICLE LOADING	12	2022	50511	10079204	124.02	0.00		
5.3 Vehicle	VEHICLE LOADING	1	2023	50511	10079204	48.97	0.00		
5.3 Vehicle	VEHICLE LOADING	1	2023	50511	10079204	1,660.60	0.00		
5.3 Vehicle	VEHICLE LOADING	1	2023	50511	10079204	43.70	0.00		

Total: VEHICLE LOADING 10,147.28

Total: AFUDC -

PROJECT SUMMARY

A&G Loading	47,916.97
F&E Loading	96,872.95
Vehicle Loading	10,147.28
AFUDC	-
PROJECT TOTAL >	1,048,861.96
Billable Amount 88.78% Actual Charges, per Agreement	931,179.65
PROJECT NET TOTAL	117,682.31

0.05	Pulls charges from PS Query Charges Tab
0.15	Used to verify all charges are pulled over
Row Labels	Sum of AMOUNT
1.1 Labor	33,928.52
1.2 Labor	4,192.95
1.3 Labor	2,755.26
1.4 Labor	15,960.84
1.5 Labor	6,375.93
1.6 Labor	1,742.46
1.7 Labor	(849.01)
2.1 Materials	144,700.75
2.2 Materials	20,741.25
3.1 Outside Service	659,480.62

Check to Query of Charges	Complete
Check to Invoice Summary	Complete

3.2 ROW	4,895.19
5.1 A&G Load	47,916.97
5.2 F&E Load	96,872.95
5.3 Vehicle Load	10,147.28
Grand Total	1,048,861.96

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A PROFESSIONAL SERVICES AGREEMENT
FOR TESTING SERVICES ON KENDRICK AVENUE
IMPROVEMENTS**

WHEREAS, the City of Springdale is in need of testing services for the Kendrick Avenue Extension project;

WHEREAS, GTS was selected as the most qualified materials testing firm for this project;

WHEREAS, the price not to exceed amount for testing services shall be \$43,645.00.

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

Section 1. the Mayor and City Clerk are hereby authorized to enter into a testing services agreement with GTS for testing services on Kendrick Avenue for \$43,645.00 to be paid from the 2018 Street Bond Fund.

Section 2. The Mayor is authorized to approve change orders as long as the cumulative total of the change orders does not exceed 10% of the original agreement price.

PASSED AND APPROVED this _____ day of March, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

February 14, 2024

City of Springdale
201 Spring Street
Springdale, Arkansas 72762

Attention: Mr. John Easterling P.E.

Re: Construction Materials Testing Services Proposal
Kendrick Ave Widening
Springdale, Arkansas
Proposal No. GTS12411020 **Revision 1**

Mr. Easterling,

GTS, Inc. appreciates the opportunity to submit this proposal to perform Construction Materials Testing (CMT) Services on the above referenced project. This proposal contains our understanding of the project, our scope of services, and an estimate of the total fees anticipated for this project based on trips to the site.

PROJECT SUMMARY

The project site is located on Kendrick Ave in Springdale, Arkansas. GTS, Inc. understands that this project will consist of widening and reconstructing Kendrick Ave. Construction will consist of approximately 2,400 lineal feet of new or improved roadway. Site improvements will include new asphalt pavement, utilities, curb and gutter, and concrete sidewalks and driveways.

GTS, Inc. was provided with the following documents to prepare this proposal:

- Project civil drawings prepared by ESI, Inc. dated August 25, 2023

ANTICIPATED SCOPE OF SERVICES

GTS, Inc. has reviewed the project documents provided by your office. Based on the documents provided, and our experience on similar projects, CMT Services for this project are anticipated to include the following scope. Please review the scope carefully and contact GTS, Inc. if the number of trips planned to the site for testing and inspections should increase or decrease based on your understanding of the project schedule.

Earthwork Testing

- Subgrade/proofroll observations and recommendations for undercutting and/or stabilization if required, performed by engineering staff.
- Perform field density tests on soil fill material beneath pavement areas
- Perform laboratory classifications of proposed fill soils to determine their suitability and moisture-density relationships (proctor).

Estimated Trips

- 10 trips for proofroll observations as follows:
 - 12 trips for the subgrade soils
 - 4 trips for aggregate base
- 68 trips for density testing
 - 10 trips for sidewalks
 - 15 trips for roadway fill
 - 25 trips for utility backfill (road crossings)
 - 6 trips for Roadway base
 - 12 trips fro waterline backfill
- 5 Proctors with Soil Classification (sieve analysis and Atterberg limits tests to determine the suitability of the materials for use as Structural Fill)

Concrete Testing

- Perform cast-in-place concrete field testing including casting of cylinders for testing of compressive strength and testing of slump, air content, and temperature
- Provide an on-site curing box for concrete specimens and perform site visits to pick-up concrete specimens for laboratory compressive strength testing (unless already on-site)
- Perform laboratory compressive strength tests on cured concrete cylinders
- GTS, Inc. plans to sample 5 concrete cylinders per set for compressive strength testing including five 4"x8" lab cure cylinders

Concrete Placements

- Curb and Gutter – 6 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Storm Boxes – 21 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Sidewalks and Trails – 10 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- GTS, Inc. anticipates approximately half of the concrete placements will require additional trips to retrieve cured concrete specimens on days GTS, Inc. is not scheduled to be on-site – 12 trips to retrieve cured cylinders

Asphalt Testing

- Obtain core samples of the in-place bituminous concrete pavement and verify proper thickness and density of the pavement materials
- Rolling Pattern – provide a technician on site during asphalt placement to determine proper number of passes to obtain required density of the asphalt pavement
- Grout back core hole locations with non-shrink grout and black dye
- Perform laboratory tests and provide report for specific gravity on asphalt core samples

Estimated Trips

- 4 trips sampling a total of 4 asphalt cores per trip
- 6 trips to perform asphalt rolling pattern

COST ESTIMATE

Based on the information outlined in this proposal, GTS, Inc. estimates “On-Call” CMT Services for this project to be approximately **\$43,645**. Our fees will be invoiced based on GTS’s standard unit rates. Our fees are directly related to the number of trips made for each service.

*Services requested for this project included in the scope outlined above and any scope not included, will be billed based on GTS Inc.’s current standard unit rate sheets at the time of testing/observations are performed.

CLOSING

We appreciate the opportunity to provide this estimate to you. Please contact us if you have any questions regarding the information provided in this proposal.

Sincerely,



A handwritten signature in blue ink, appearing to read "Zack McDonald", is positioned below the GTS, Inc. logo.

Zack McDonald
CMT Project Manager

David Berry, P.E.
Principal Engineer

AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT, effective as of this _____ day of _____ 2024, is by and between *City of Springdale* ("Client") and *GTS, Inc.* ("Engineer").

THE PROJECT is understood to consist of:

Kendrick Ave Widening in Springdale, Arkansas.

THIS AGREEMENT consists of the appended documents which are incorporated herein by reference:

- GTS Proposal No. **GTS12411020** (a/k/a SCOPE OF SERVICES); AND
- GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

Engineer agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

CLIENT:

ENGINEER:

Signature:		
Print Name:		David Berry, P.E.
Title:		Principal
Company:		GTS, Inc
Address:		1915 N Shiloh Drive
		Fayetteville, Arkansas 72704
Date:		
Phone:		
Email:		

GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which Engineer is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by Engineer as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

Engineer will perform the Services set forth in the attached SCOPE OF SERVICES.

2.1. Changes in Scope. If Engineer provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Engineer on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. Engineer will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. Engineer's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

2.3.1. General. Client expressly waives any claim against Engineer resulting from its failure to perform

recommended additional Services that Client has not authorized Engineer to perform, and any claim that Engineer failed to perform services that Client instructs Engineer not to perform.

2.3.2. Biological Pollutants. Engineer's SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Engineer's SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Engineer has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Engineer from all claims by any third party concerning Biological Pollutants, except for damages caused by Engineer's sole negligence.

3. PAYMENTS TO ENGINEER

3.1. Basic Services. Engineer will perform all Services set forth in the attached SCOPE OF SERVICES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. Engineer will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Engineer. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Engineer shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay Engineer at the rates set forth in the FEES SECTION OF THE SCOPE OF SERVICES.

3.4.1. Changes to Rates. Client and Engineer agree that the FEES SECTION OF THE SCOPE OF SERVICES is subject to periodic review and amendment, as

appropriate to reflect Engineer's then-current fee structure. Engineer will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Engineer and Client cannot agree upon a new fee structure within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

3.4.2. **Prevailing Wages.** Unless Client specifically informs Engineer in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Engineer from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. **Payment Timing; Late Charge.** All invoices are due within 30 days after receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. **Level of Service.** Engineer offers different levels of geotechnical engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

4.2. **Standard of Care.** Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Engineer may perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. **No Warranty.** No warranty, express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of Engineer's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Engineer and that Engineer does not warrant or guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If Engineer's SCOPE OF SERVICES includes observation and/or testing during the course of construction, Engineer may:

6.1. Construction Observation.

6.1.1. **Site Meetings & Visits.** Engineer will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as Engineer deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Engineer may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Engineer may not be on site continuously; and, unless expressly agreed otherwise, Engineer will not observe all of the Work.

6.1.2. **Contractor's Performance.** Engineer does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of Engineer's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can Engineer be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of Engineer.

6.1.3. **Contractor's Responsibilities.** Engineer will not supervise, direct or have control over the Work nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. **Final Report.** At the conclusion of Construction Phase Services, Engineer will provide Client with a written report summarizing the tests and observations, if any, made by Engineer.

6.2. **Review of Contractor's Submittals.** If included in the SCOPE OF WORK, Engineer will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Engineer will review such submittals solely for general conformance with Engineer's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

6.3. **Tests.** Tests performed by Engineer on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Engineer's tests and observations of the

Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with Engineer in any manner necessary and within its ability to facilitate Engineer's performance under this Agreement.

7.2. Representation. Designate a representative with authority to receive all notices and information pertaining to agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for Engineer to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Engineer will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that Engineer's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply Engineer with all information and documents in Client's possession or knowledge which are relevant to Engineer's Services. Client warrants the accuracy of any information supplied by it to Engineer, and acknowledges that Engineer is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Engineer of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to Engineer, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Engineer to any such structure or utility not so designated. Engineer is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Engineer.

8. CHANGED CONDITIONS

If Engineer discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Engineer will notify Client in writing of the Changed Conditions. Client and Engineer agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If Engineer and Client cannot agree upon amended terms

and conditions within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that Engineer's Services under this Agreement are limited to geotechnical engineering and that Engineer has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that Engineer execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Engineer believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Engineer believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Engineer has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Engineer is limited to an expression of professional opinion based upon the Services performed by Engineer, and does not constitute a warranty or guaranty, either expressed or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of Engineer, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Engineer Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Engineer under this Agreement or \$50,000 whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Engineer's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Engineer and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Engineer's fee, provided that they amend this Agreement in writing as provided in Section 20.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation

reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.

11.2.2. Indemnification of Engineer. Except as governed by Arkansas law regarding the immunity of municipalities, Client will indemnify and hold harmless Engineer Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor Engineer will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If Engineer provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. Engineer's Insurance. Engineer will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name Engineer as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's

Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Engineer and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

12.3. Certificates of Insurance. Upon request, Engineer and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. Engineer will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. Engineer's Documents. Unless otherwise agreed in writing, all documents and information prepared by Engineer or obtained by Engineer from any third party in connection with the performance of Services, including, but not limited to, Engineer's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Engineer. Engineer has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by Engineer are solely for use by Client and will not be provided by either party to any other person or entity without Engineer's prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by Engineer. Engineer retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, Consultant's electronic Documents and media will conform to Consultant's standards. Consultant will provide any requested electronic Documents for a 30-day acceptance period, and Consultant will correct any defects reported by Client to Consultant during this period. Consultant makes no warranties, either express

or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If Engineer provides laboratory testing or analytic Services, Engineer will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by Engineer, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

Engineer will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Engineer may subcontract for the services of others without obtaining Client's consent if Engineer deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Engineer. Engineer may terminate this Agreement if Client suspends Engineer's Services for more than 60 days and Client will pay Engineer as set forth under Section 18, "Termination." If Client suspends Engineer's Services, or if Client or others delay Engineer's Services, Client and Engineer agree to

equitably adjust: (1) the time for completion of the Services; and (2) Engineer's compensation in accordance with Engineer's then current SCHEDULE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Engineer for demobilization and subsequent remobilization.

17.2. Liability. Engineer is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Engineer's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. Engineer and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for Engineer's material breach of this Agreement, Client will pay Engineer for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Engineer's then current FEES SECTION OF THE SCOPE OF SERVICES.

19. DISPUTES

19.1. Mediation. All disputes between Engineer and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws

of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Engineer's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

RESOLUTION NO. _____

**A RESOLUTION TO WAIVE COMPETITIVE
BIDDING AND TO PURCHASE HVAC EQUIPMENT
FOR THE SPRINGDALE FIRE DEPARTMENT**

WHEREAS, the Springdale Fire Department has identified two HVAC roof top units that should be replaced at Fire Station 1, and

WHEREAS, it would be appropriate to proactively replace the 24-year-old units to reduce the risk of impeding essential emergency response to our residents, and

WHEREAS, the HVAC units were budgeted in the 2024 budget under Fire Department Capital Budget, 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 2 HVAC units and related equipment, in an amount not to exceed \$40,000.00, to be paid from the 2024 budget.

PASSED AND APPROVED this 12th day of March, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney



SPRINGDALE™
WE'RE MAKING IT HAPPEN

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.)		
IS IT BUDGETED?		
YES <input type="checkbox"/>	NO <input type="checkbox"/>	
\$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 3 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	



Springdale Fire Department #1 (RTU Replacement)
Quote Prepared by Jonathan McCard
01/17/2024



PROPOSAL

Account Information

Bill To: CITY OF SPRINGDALE
201 SPRING ST
SPRINGDALE AR
USA 72764

Quote Reference Number: 1-1OJEFA21

Project Name: Springdale Fire Department #1 (RTU Replacement)

Site: SPRINGDALE FIRE DEPARTMENT #1
417 HOLCOMB ST
SPRINGDALE AR 72764

Branch Info: JOHNSON CONTROLS FAYETTEVILLE AR CB - 0N2A

Attn: Allan Huddleston

Customer Information

Name: Allan Huddleston

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: \$48,178.00

This proposal is valid through: 02/15/2024

CITY OF SPRINGDALE

Johnson Controls Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____
 PO: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

ESTIMATE

Date: 2/23/2024
Exp date: 3/23/2024

Sturdivant's
MECHANICAL – HEATING & A/C
SINCE 1905



Turn to the Experts.

Sturdivant's Mechanical, LLC
P.O. Box 226
Springdale, AR 72765
479-751-2178
Fax 479-751-4368
[E-mail address]

TO: Springdale Fire Department
417 Holcomb St
Springdale, Arkansas

ESTIMATOR	JOB	PAYMENT TERMS	DUE DATE
Matt Hawk	RTU REPLACEMENTS	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	<p>York 7.5-ton (2-stage) rooftop package unit -Low ambient cooling controls -Hail guards -Fresh air intake -Curb adapter -Crane rental (Multi-craft contractors)</p> <p>York 10-ton (2-stage) rooftop package unit -Low ambient cooling controls -Hail guards -Fresh air intake -Curb adapter -Crane rental (Multi-craft contractors)</p> <p>WARRANTY: 10-year heat exchanger 5-year compressor 3-year condenser coil 1-year evaporator coil 1-year parts 1-year labor</p>		

SUBTOTAL	\$36,285.00
TAX	\$3,537.79
TOTAL	\$ 39,822.79

Payment terms as follows: 50% down payment with balance due at completion.

Quotation prepared by: **Matt Hawk** _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____



February 7, 2024

Quote: 13S07250733

Springdale Fire Station #1
417 Holcomb Street
Springdale, AR, 72764

Attn: Allen Huddleston
479-957-7871
ahuddleston@springdalear.gov

RE: Replacement RTU-1&5

The Service division of Multi-Craft Contractors, Inc. is pleased to present the following proposal.

Scope of work:

- Complete JSA (job site safety analysis) before work begins.
- Lock and tag out all energy sources supplying RTU# 1 - serial# P11101645D and RTU# 5 serial# P11104659D.
- Provide labor and materials to disconnect electrical, gas, drains, and any duct connections.
- Provide labor, material, and crane service to remove and dispose of existing RTU as per E.P.A. guidelines.
- Provide labor, material, and crane service to set new (2) curb adapters for the new RTU units.
- Provide labor, material, and crane service to set new Trane 7.5-ton and 10-ton RTU with economizer, DB with barometric relief.
- Provide labor and materials to make all necessary reconnections electrical, duct, gas, and drains.
- Provide labor and materials to reconnect existing controls.
- Provide labor and material to perform a full system startup to verify proper operation of new systems.

Exclusions:

- Anything not stated in the above scope of work.

Warranty:

- New equipment will carry the standard manufacture warranty: MCC will carry a 1-year warranty on the labor.

Price: \$ 39,608.00 plus any applicable taxes
Tax: \$ 3,861.78
Total: \$ 43,469.78

This price is based upon all work being performed during normal daytime business hours. Above stated price is valid through March 7,2024

We appreciate this opportunity to be of service to you. If you have any questions, please contact us.

Sincerely,

Jason Thomas

Jason Thomas
Project Manager / Estimator
jdt@multi-craft.net
479-236-8432

RESOLUTION NO. _____

A RESOLUTION SETTING A HEARING DATE ON A PETITION TO ABANDON TWO DRAINAGE EASEMENTS IN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

WHEREAS, the Burl D. Hollingsworth Revocable Trust, has petitioned for the abandonment of two drainage easements on Parcel No. 815-32871-000, also known as Lot 4 of the Final Plat of Palmer-Freeman Addition to the City of Springdale, Arkansas, filed for record on August 16, 1995, in Plat Book 14 at Page 29 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and said easements to be vacated being more particularly described as follows, and as shown on the attached Exhibit "A":

DRAINAGE EASEMENT VACATION DESCRIPTION #1:

PART OF LOT 4 OF THE "FINAL PLAT OF PALMER-FREEMAN ADDITION" FILED AUGUST 16, 1995, IN PLAT BOOK 14 AT PAGE 29 OF THE WASHINGTON COUNTY, ARKANSAS RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 4, N89°51'40"W A DISTANCE OF 22.50 FEET; THENCE LEAVING SAID SOUTH LINE, N00°08'20"E A DISTANCE OF 21.02 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 7.5 FEET AND A CENTRAL ANGLE OF 35°09'23", AN ARC DISTANCE OF 4.60 FEET; THENCE N35°01'04"W A DISTANCE OF 292.59 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4; THENCE ALONG SAID NORTH LINE, S89°53'22"E A DISTANCE OF 67.24 FEET; THENCE LEAVING SAID NORTH LINE, S35°01'04"E A DISTANCE OF 217.27 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4; THENCE ALONG SAID EAST LINE, S00°08'20"W A DISTANCE OF 86.95 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.35 ACRES (15,327 SQUARE FEET), MORE OR LESS.

DRAINAGE EASEMENT VACATION DESCRIPTION #2:

PART OF LOTS 4 AND 5 OF THE "FINAL PLAT OF THE REPLAT OF LOT 4 OF THE PALMER-FREEMAN ADDITION" FILED FEBRUARY 12, 1998, IN PLAT BOOK 15 AT PAGE 72 OF THE WASHINGTON COUNTY, ARKANSAS RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE EAST LINES OF SAID LOTS 4 AND 5, S00°08'20"W A DISTANCE OF 263.37 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE LEAVING SAID EAST LINES AND ALONG THE SOUTH LINE OF SAID LOT 4, N89°51'40"W A DISTANCE OF 22.50 FEET; THENCE LEAVING SAID SOUTH LINE, N13°19'35"W A DISTANCE OF 195.40 FEET; THENCE N63°38'24"W A DISTANCE OF 162.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE ALONG SAID NORTH LINE, S89°53'22"E A DISTANCE OF 212.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.43 ACRES (18,741 SQUARE FEET), MORE OR LESS.

WHEREAS, the City Council finds that a hearing date should be set on the request to abandon these two drainage easements;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that April 9, 2024, at 6:00 p.m. is set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time of said hearing as required by law.

PASSED AND APPROVED this _____ day of _____, 2024.

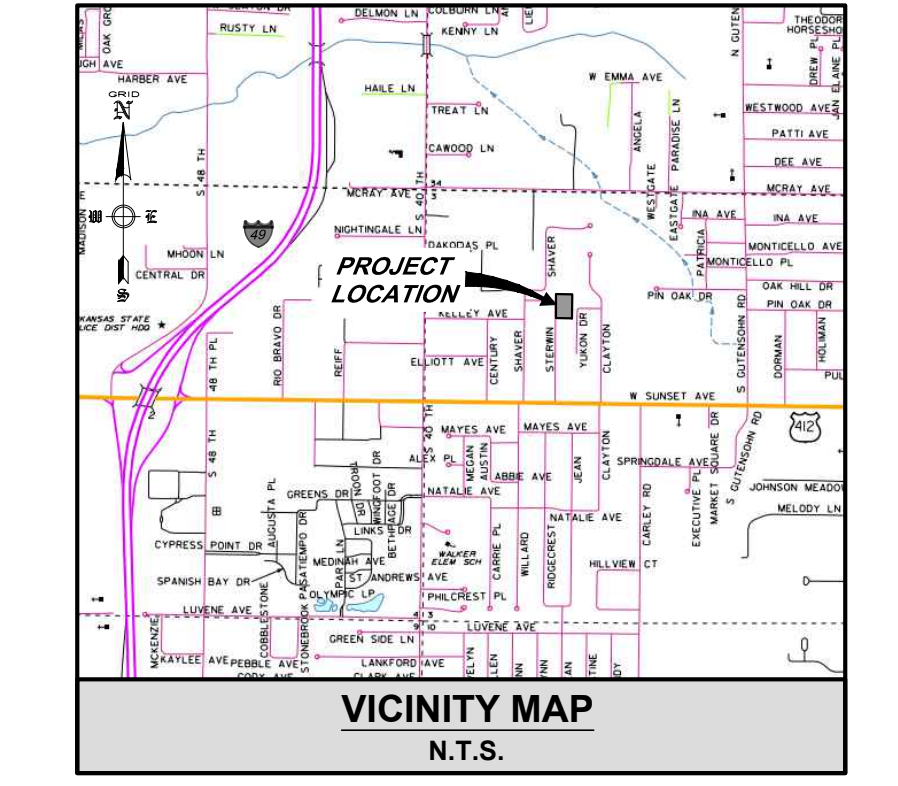
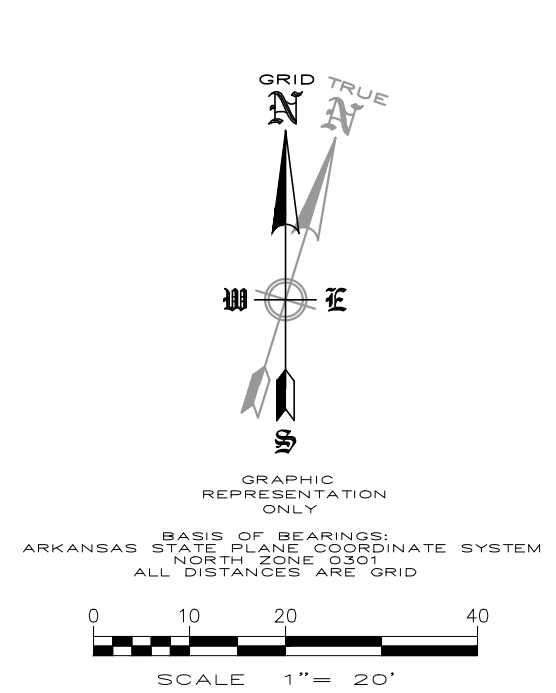
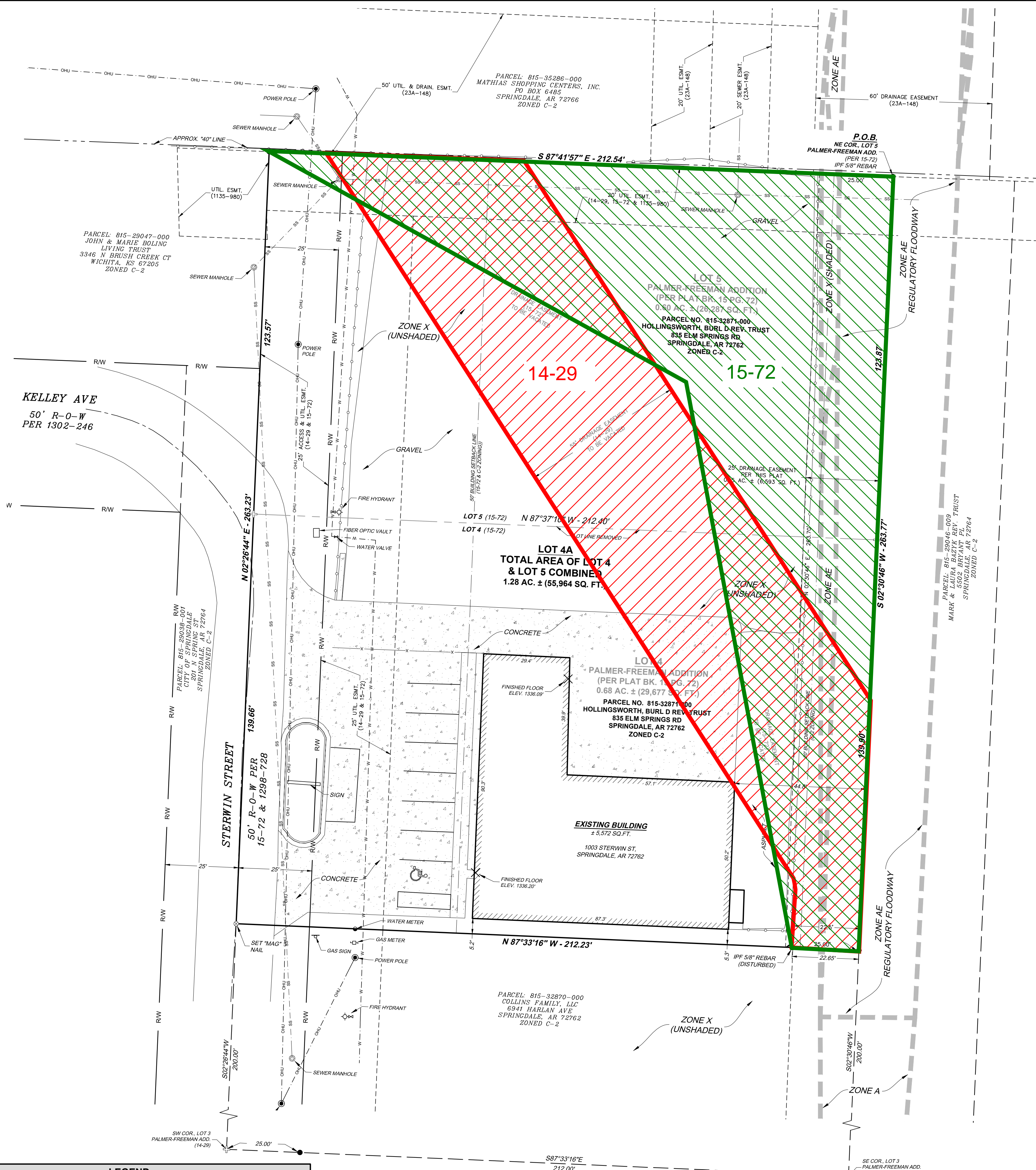
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



LEGEND

—	PROPERTY LINE	●	IPF - IRON PIN FOUND (AS NOTED)
- - -	SECTION "40" LINE	○	IRON PIN SET W/ CAP "PS 1559"
---	ADJACENT OWNER	⊙	SET "MAG" NAIL
- - -	EASEMENT (AS NOTED)	+	COMPUTED POINT
— RW —	RIGHT-OF-WAY	⊕	SANITARY SEWER MANHOLE (SMH)
---	BUILDING SETBACK LINE (B.S.L.)	⊙	WATER METER (WM)
---	CENTERLINE OF ROAD	⊕	FIRE HYDRANT (FH)
---	WIRE FENCE LINE	⊕	WATER VALVE (WV)
---	CHAIN LINK FENCE	⊕	GAS METER (GM)
---	OVERHEAD UTILITIES	⊕	POWER POLE (PP)
---	SANITARY SEWER LINE		
---	WATER LINE		

CERTIFICATE OF ACCEPTANCE:

THE UNDERSIGNED HEREBY CERTIFY THAT THIS PLAT MEETS CURRENT REGULATIONS OF THE CITY OF SPRINGDALE AND REGULATIONS OF THE ARKANSAS STATE BOARD OF HEALTH AS EACH PERTAINS TO THIS PLAT AND TO THE OFFICES OF RESPONSIBILITY SHOWN BELOW.

DATE	SIGNATURE
ACCEPTANCE OF DEDICATIONS	CITY CLERK
	MAYOR
APPROVAL FOR RECORDING	DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT DIVISION
COMMISSION	SECRETARY, PLANNING COMMISSION
	CHAIRMAN, PLANNING COMMISSION
WATER AND SEWER	ENGINEER, SPRINGDALE WATER UTILITIES
STREETS AND DRAINAGE	CITY ENGINEER

CERTIFICATION OF TRANSMITTAL OWNERSHIP AND ORDINANCE:

THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT TO THE CITY OF SPRINGDALE FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. THE UNDERSIGNED CERTIFY THAT THE PLATTING AS FILED ON RECORD CANNOT BE CHANGED UNLESS WANTED PURSUANT TO APPLICABLE LOCAL OR OTHER LAW. THE UNDERSIGNED FURTHER CERTIFY THAT THE REQUIRED ORDINANCE OF ACCEPTANCE IS IN ORDER HAVING BEEN APPROVED BY THE CITY ATTORNEY ON _____.

BURL D. HOLLINGSWORTH, TRUSTEE _____ DATE _____
 OF THE BURL D. HOLLINGSWORTH REVOCABLE TRUST
 SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____.
 MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____

DRAINAGE EASEMENT DESCRIPTION:

PART OF LOTS 4 AND 5 OF THE "FINAL PLAT OF THE REPLAT OF LOT 4 OF THE PALMER-FREEMAN ADDITION" FILED FEBRUARY 12, 1998, IN PLAT BOOK 15 AT PAGE 72 OF THE WASHINGTON COUNTY, ARKANSAS RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5, SAID POINT BEING A FOUND 5/8 INCH REBAR; THENCE ALONG THE EAST LINES OF SAID LOTS 4 AND 5, S02°30'46"W A DISTANCE OF 263.77 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, SAID POINT BEING A SET 1/2 INCH REBAR WITH CAP "PS 1559"; THENCE LEAVING SAID EAST LINES AND ALONG THE SOUTH LINE OF SAID LOT 4, N87°33'16"W A DISTANCE OF 25.00 FEET; THENCE LEAVING SAID SOUTH LINE, N02°30'48"E A DISTANCE OF 263.70 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5; THENCE ALONG SAID NORTH LINE, S87°41'57"E A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.15 ACRES (6,593 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR. THE ORIGINAL SIGNATURE, IF NOT BLUE IN COLOR, IS NOT VALID.

PLAT CLOSURE DECLARATION:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 320,221 FEET.

FEMA FLOOD PLAIN ZONE:

A PORTION OF THIS PROPERTY IS WITHIN THE FLOOD PLAIN ZONE "AE", DESIGNATED AS AN AREA WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED. THE ANNUAL CHANCE FLOOD (100 YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR. A PORTION OF THIS PROPERTY IS WITHIN THE FLOOD PLAIN ZONE "X", (GRAY SHADED) DESIGNATED AS AN AREA OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. A PORTION OF THIS PROPERTY IS WITHIN THE FLOOD PLAIN ZONE "X", (NO SHADING) DESIGNATED AS AN AREA DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN, ALL AS SHOWN ON THE F.I.R.M. MAP # 05143C0010G, PANEL 70 OF 575, WASHINGTON COUNTY, ARKANSAS & INCORPORATED AREAS. EFFECTIVE DATE: JANUARY 25, 2024.

UTILITIES:

THE UTILITY INFORMATION, IF ANY SHOWN HEREON, WAS OBSERVED BY THE SURVEYOR ON-SITE AND IS BASED ON ABOVE GROUND UTILITY FEATURES AND CITY OF SPRINGDALE G.I.S. ONLY.

THE DESIGNATIONS AND LOCATIONS OF THESE UTILITY FEATURES SHOWN HEREON ARE NOT TO BE CONSTRUED AS ALL INCLUSIVE OR ABSOLUTE AND ARE PROVIDED WITHOUT WARRANTY.

REFERENCES:

EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED BELOW. THE SURVEYOR RESEARCHED OR WAS PROVIDED NECESSARY DEEDS, RIGHT-OF-WAY MAPS, AND OTHER PERTINENT INFORMATION AS SHOWN BELOW. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR COURT CASE DECREES, ADVERSE POSSESSION CLAIMS, SUBSURFACE RIGHTS OR OWNERSHIP, ENCUMBRANCES, OR RESTRICTIVE COVENANTS.

ALL RECORDS LISTED BELOW ARE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS UNLESS OTHERWISE NOTED.

- A. **WARRANTY DEED:** BURL D. HOLLINGSWORTH REVOCABLE TRUST, RECORDED JANUARY 12, 2007, FILE NO. 2007-1476.
- B. **FINAL PLAT FOR PALMER-FREEMAN ADDITION:** BY NORTHWEST ENGINEERS, ALVIN G. HARRIS, AR PLS NO. 831, RECORDED AUGUST 16, 1995, PLAT BOOK 14 PAGE 29.
- C. **FINAL PLAT OF THE REPLAT OF LOT 4 OF THE PALMER-FREEMAN ADDITION:** BY LANDTECH ENGINEERING, INC., L.F. GABBARD, AR PLS NO. 1204, RECORDED FEBRUARY 12, 1998, PLAT BOOK 15 PAGE 72.

LEGAL DESCRIPTION - LOTS 4 AND 5 (PARCEL NO. 815-32871-000):

LOTS 4 AND 5 OF THE "FINAL PLAT OF THE REPLAT OF LOT 4 OF THE PALMER-FREEMAN ADDITION" FILED FEBRUARY 12, 1998, IN PLAT BOOK 15 AT PAGE 72 OF THE WASHINGTON COUNTY, ARKANSAS RECORDS.

SURVEY DESCRIPTION - LOT 4A:

LOTS 4 AND 5 OF THE "FINAL PLAT OF THE REPLAT OF LOT 4 OF THE PALMER-FREEMAN ADDITION" FILED FEBRUARY 12, 1998, IN PLAT BOOK 15 AT PAGE 72 OF THE WASHINGTON COUNTY, ARKANSAS RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5, SAID POINT BEING A FOUND 5/8 INCH REBAR; THENCE ALONG THE EAST LINES OF SAID LOTS 4 AND 5, S02°30'46"W A DISTANCE OF 263.77 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, SAID POINT BEING A SET 1/2 INCH REBAR WITH CAP "PS 1559"; THENCE LEAVING SAID EAST LINES AND ALONG THE SOUTH LINE OF SAID LOT 4, N87°33'16"W A DISTANCE OF 212.23 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4, SAID POINT BEING A SET "MAG" NAIL IN ASPHALT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINES OF SAID LOTS 4 AND 5, N02°28'44"E A DISTANCE OF 263.23 FEET TO THE NORTHWEST CORNER OF SAID LOT 5, SAID POINT BEING A SET 1/2 INCH REBAR WITH CAP "PS 1559"; THENCE LEAVING SAID WEST LINES AND ALONG THE NORTH LINE OF SAID LOT 5, S87°41'57"E A DISTANCE OF 212.54 FEET TO THE POINT OF BEGINNING, CONTAINING 1.28 ACRES (55,964 SQUARE FEET), MORE OR LESS, AND SUBJECT TO THE RIGHT-OF-WAY OF STERWIN STREET AND KELLEY AVENUE ON THE WEST SIDE THEREOF AND ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

OWNER: HOLLINGSWORTH, BURL D. REV. TRUST
835 ELM SPRINGS RD
SPRINGDALE, AR 72762

SURVEYOR: ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI ROAD
P.O. BOX 282
SPRINGDALE, AR 72765

WORK ORDER #: 23918

CITY ZONING: C-2

SETBACKS: FRONT W/PARKING - 50'
FRONT W/O PARKING - 30'
SIDE ADJ TO NON-RESIDENTIAL - 0'
SIDE ADJ TO RESIDENTIAL - 20'
REAR - 20'

REVISION	DATE	DESCRIPTION

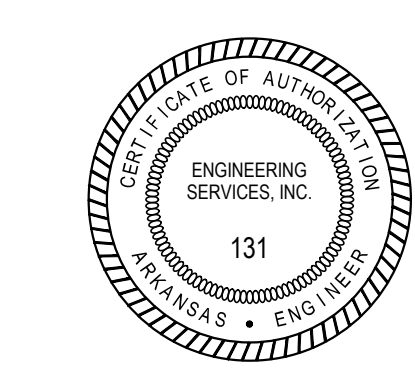
REPLAT OF LOTS 4 & 5 OF PALMER-FREEMAN ADDITION CREATING LOT 4A

SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

SCALE: 1"=20' DATE: February 20, 2024 DRAWN BY: KND

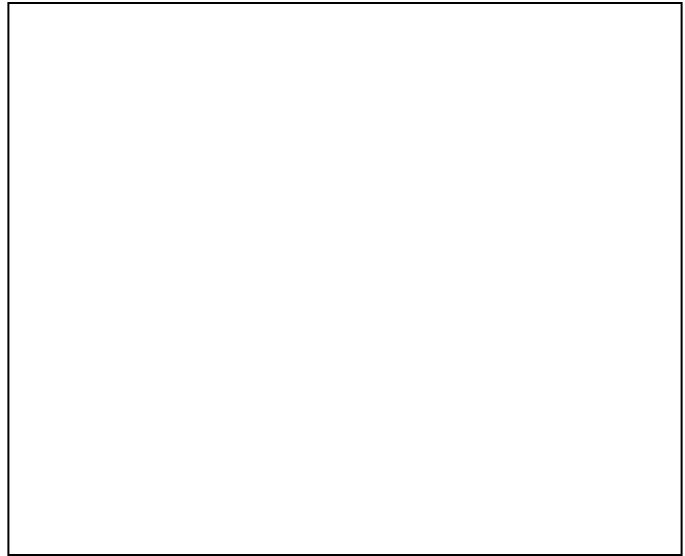
ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS

W.O.# 23918 SHEET 1 / 1



ORDINANCE NO. _____

**AN ORDINANCE VACATING A
PLATTED ALLEY BETWEEN BLOCK
12 AND BLOCK 13 OF THE ORIGINAL
TOWN OF SPRINGDALE, ARKANSAS,
PLAT, WASHINGTON COUNTY,
ARKANSAS, PURSUANT TO ARK.
CODE ANN. §14-301-301, *et seq.*, AND
DECLARING AN EMERGENCY.**



WHEREAS, Emma and Turnbow, LLC, has petitioned the City Council of the City of Springdale, Arkansas, to vacate and abandon a platted alley (a map of the area to be vacated is attached hereto as Exhibit "A" and is incorporated herein by reference), between Block 12 & 13 of the Original Town, Springdale, Arkansas, filed with the land records of Washington County, Arkansas, at Plat Book 4, Page 165, and described as follows:

PART OF LOTS 1 AND 6 OF BLOCK 13 OF THE ORIGINAL TOWN, SPRINGDALE, ARKANSAS AS SHOWN ON PLAT 4-165 OF THE WASHINGTON COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 13, SAID POINT BEING A FOUND "MAG" NAIL "PLS 1156"; THENCE ALONG THE EAST LINE OF SAID BLOCK 13, N02°32'41"E A DISTANCE OF 139.58 FEET; THENCE LEAVING SAID EAST LINE, N87°36'17"W A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING; THENCE S02°07'13"W A DISTANCE OF 15.35 FEET; THENCE N87°20'05"W A DISTANCE OF 23.16 FEET; THENCE N02°07'13"E A DISTANCE OF 180.30 FEET; THENCE S87°26'19"E A DISTANCE OF 10.00 FEET; THENCE S02°07'13"W A DISTANCE OF 4.36 FEET; THENCE S87°52'47"E A DISTANCE OF 10.00 FEET; THENCE S02°07'13"W A DISTANCE OF 10.00 FEET; THENCE S87°26'37"E A DISTANCE OF 3.16 FEET; THENCE S02°07'13"W A DISTANCE OF 150.71 FEET TO THE POINT OF BEGINNING, CONTAINING 0.09 ACRES (4,088 SQUARE FEET), MORE OR LESS.

WHEREAS, after due notice as required by law, the City Council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the alley herein described has heretofore been dedicated to the public use for an alley;

WHEREAS, all owners of property abutting the alley described herein described have filed their written consent to the abandonment and vacating of the alley described herein; and

WHEREAS, public interest and welfare will not be adversely affected by the abandonment of the alley herein described.

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

Section 1: That the City of Springdale, Arkansas, hereby releases, vacates and abandons all its right-of-way interests, with the rights of the public generally, in and to the platted alley described hereinabove.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the office of the Recorder of Washington County, Arkansas, and recorded in the Deed records of the County.

Section 3: The Council further finds that pursuant to Arkansas law, upon abandonment of this alley, the ownership of the property where the alley is located as shown on the plat, shall vest in the owners of the real estate abutting thereon, with each such abutting owner taking title to the center line of the alley so abandoned, and the ownership shall be free from the easement of the City for public use as an alley. Provided, however, that the City of Springdale will retain the rights of any utility/drainage easements which may exist across this property.

Section 4: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this 12th day of March, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

SPRINGDALE CITY COUNCIL
FEBRUARY 27, 2024

The City Council of the City of Springdale met in regular session on Tuesday, February 27, 2024 in the Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 3
Amelia Taldo	Ward 4
Jeff Watson	Ward 3 (Absent)
Mike Overton	Ward 2
Mike Lawson	Ward 1
Rex Bailey	Ward 2
Randall Harriman	Ward 1
Mark Fougrousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Blake Holte	Fire Chief
Frank Gamble	Police Chief
Patsy Christie	Planning Director
Mike Chamlee	Buildings Official
Ron Findley	Community Engagement Director
Ben Peters	Engineering Director
Chad Wolf	Parks and Recreation Director
Mark Gutte	IT Director
Angie Albright	Museum Director
Anne Gresham	Library Director
Colby Fulfer	Chief of Staff

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the February 13, 2024 City Council meeting be approved as presented. Council Member Taldo made the second.

There was a voice vote of all ayes and no nays.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Taldo made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Council Member Harriman made the second.

The vote:

Yes: Powell, Taldo, Overton, Lawson, Bailey, Harriman, Fougrousse

No: None

STATE OF THE CITY ADDRESS

Mayor Doug Sprouse presented his "State of the City" address at this time.

RESOLUTION NO. 18-24 – REAPPOINTING CHRIS WEISER TO THE SPRINGDALE WATER AND SEWER COMMISSION

Mayor Doug Sprouse presented a Resolution reappointing Chris Weiser to the Springdale Water and Sewer Commission.

RESOLUTION NO. _____

**A RESOLUTION REAPPOINTING CHRIS WEISER TO THE
SPRINGDALE WATER AND SEWER COMMISSION**

WHEREAS, the Springdale City Council has adopted ordinances establishing a five-member board of Water and Sewer Commissioners, and

WHEREAS, Chris Weiser’s term on the Springdale Water and Sewer Commission will expire March 6, 2024, and

WHEREAS, Arkansas Code 14-234-304 provides that “the remaining commissioners shall appoint a successor for an eight-year term subject to the approval of two-thirds (2/3) of the duly elected and qualified members of the city council,” and

WHEREAS, remaining members of the Springdale Water and Sewer Commission have appointed Chris Weiser to serve another term on said commission,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the reappointment of Chris Weiser to the Springdale Water and Sewer Commission, with a term expiring March 6, 2032, is hereby approved.

PASSED AND APPROVED this _____ day of February, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Council Member Powell moved the Resolution be adopted. Council Member Overton made the second.

The vote:

Yes: Powell, Taldo, Overton, Lawson, Bailey, Harriman, Fougrousse

No: None

The Resolution was numbered 18-24.

ORDINANCE NO. 5939 – ACCEPTING THE REPLAT (RP24-02) OF LOTS 1, 2, 8, 9, 10, 11, 12, 13 & 14 OF THE PICNIC ADDITION, TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Replat (RP24-02) of Lots 1, 2, 8, 9, 10, 11, 12, 13 & 14 of the Picnic Addition, to the City of Springdale, Arkansas; and declaring an emergency.

Planning Commission recommended approval.

After reading the title of the Ordinance, Council Member Taldo moved the Ordinance “Do Pass”. Council Member Powell made the second.

The vote:

SPRINGDALE CITY COUNCIL
FEBRUARY 27, 2024

Yes: Taldo, Overton, Lawson, Bailey, Harriman, Fougrousse, Powell

No: None

Council Member Powell moved the Emergency Clause be adopted. Council Member Harriman made the second.

The vote:

Yes: Overton Lawson, Bailey, Harriman, Fougrousse, Powell, Taldo

No: None

The Ordinance was numbered 5939.

ORDINANCE NO. 5940 – REZONING .97 ACRES (R23-60) OWNED BY J P SPECIALTIES, LLC, LOCATED AT 772 S. 48TH STREET, FROM C-2 TO C-5; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning .97 acres (R23-60) owned by J P Specialties, LLC, located at 772 S. 48th Street, from C-2 to C-5; and declaring an emergency.

Planning Commission recommended approval.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance “Do Pass”. Council Member Taldo made the second.

The vote:

Yes: Lawson, Bailey, Harriman, Fougrousse, Powell, Taldo, Overton

No: None

Council Member Powell moved the Emergency Clause be adopted. Council Member Harriman made the second.

The vote:

Yes: Bailey, Harriman, Fougrousse, Powell, Taldo, Watson, Overton, Lawson

No: None

The Ordinance was numbered 5940.

ORDINANCE NO. 5941 – REZONING 2.02 ACRES (R24-06) OWNED BY JOE AND LORI BOLEN LOCATED AT 883 E. DON TYSON PARKWAY, FROM A-1 TO SF-2 AND O-1; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 2.02 acres (R24-06) owned by Joe and Lori Bolen located at 883 E. Don Tyson Parkway, from A-1 to SF-2 and O-1; and declaring an emergency.

Planning Commission recommended approval.

After reading the title of the Ordinance, Council Member Overton moved the Ordinance “Do Pass”. Council Member Fougrousse made the second.

The vote:

Yes: Harriman, Fougrousse, Powell, Taldo, Overton, Lawson, Bailey

No: None

Council Member Powell moved the Emergency Clause be adopted. Council Member Harriman made the second.

The vote:

Yes: Fougrousse, Powell, Taldo, Overton, Lawson, Bailey, Harriman

No: None

The Ordinance was numbered 5941.

ORDINANCE NO. 5942 – REZONING 1.50 ACRES (R24-07) OWNED BY SUNRISE POINT, LLC, LOCATED AT 2630 E. ROBINSON AVENUE, FROM C-2 TO C-5; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 1.50 acres (R24-07) owned by Sunrise Point, LLC, located at 2630 E. Robinson Avenue, from C-2 to C-5; and declaring an emergency.

Planning Commission recommended approval.

After reading the title of the Ordinance, Council Member Overton moved the Ordinance “Do Pass”. Council Member Harriman made the second.

The vote:

Yes: Powell, Taldo, Overton, Lawson, Bailey, Harriman, Fougrousse

No: None

Council Member Powell moved the Emergency Clause be adopted. Council Member Harriman made the second.

The vote:

Yes: Taldo, Overton, Lawson, Bailey, Harriman, Fougrousse, Powell

No: None

The Ordinance was numbered 5942.

RESOLUTION NO. 19-24 – AUTHORIZING THE SALE OF PROPERTY OWNED BY THE CITY OF SPRINGDALE, LOCATED AT 108 WILLELLA PLACE, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, TO YOUNG COMMUNITY INVESTMENTS, LLC

City Attorney Ernest Cate presented a Resolution authorizing the sale of property owned by the City of Springdale, located at 108 Willella Place, Springdale, Washington County, Arkansas, to Young Community Investments, LLC.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SALE OF PROPERTY OWNED BY THE CITY OF SPRINGDALE, LOCATED AT 108 WILLELLA PLACE, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, TO YOUNG COMMUNITY INVESTMENTS, LLC

WHEREAS, the City of Springdale, Arkansas, currently owns property located at 108 Willella Place, Springdale, Washington County, Arkansas, ("the Property"), and being more particularly described as follows:

The North 55 feet of Lot 3 and the South 20 feet of Lot 4, in the Sisson

Subdivision to the City of Springdale, as per plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. More commonly known as Washington County Tax Parcel No. 815-25755-000.

WHEREAS, the City has received an offer from Young Community Investments, LLC, to purchase the Property from the City of Springdale; and,

WHEREAS, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell, convey, lease, rent, let, or dispose of any real property it owns, subject to approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to effect the sale of the Property to Young Community Investments, LLC, for the total sum of \$185,530.03, with the City to incur no closing costs associated with this transaction.

PASSED AND APPROVED this ____ day of February, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Overton moved the Resolution be adopted. Council Member Harriman made the second.

The vote:

Yes: Overton, Lawson, Bailey, Harriman, Fougrousse, Powell, Taldo

No: None

The Resolution was numbered 19-24.

RESOLUTION NO. 20-24 – AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LEASE AGREEMENT WITH PAFFORD MEDICAL SERVICES, INC. ON PROPERTY OWNED BY THE CITY OF SPRINGDALE

City Attorney Ernest Cate presented a Resolution authorizing the Mayor and City Clerk to enter into a lease agreement with Pafford Medical Services, Inc. on property located at 675 Sunrise Drive, Springdale, Arkansas. This property was the former Bethel Heights Fire Station. Pafford Medical Services, Inc. will be leasing it for \$3,000 per month.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LEASE AGREEMENT WITH PAFFORD MEDICAL SERVICES, INC. ON PROPERTY OWNED BY THE CITY OF SPRINGDALE

WHEREAS, the City owns property located in Benton County, Arkansas, more commonly known as 675 Sunrise Drive, Arkansas ("the Property");

WHEREAS, Pafford Medical Services, Inc., has requested to lease the Property in connection with operating an ambulance service at this location;

WHEREAS, the City of Springdale wishes to enter into a lease agreement with Pafford Medical Services, Inc., to memorialize the terms of their use of the Property;

WHEREAS, Pafford Medical Services, Inc., wishes to enter into the Lease Agreement attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell, convey, lease, rent, let, or dispose of any real property it owns, subject to approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are authorized to execute the Lease Agreement, attached as Exhibit "A" hereto, with Pafford Medical Services, Inc., for the purposes contained therein.

PASSED AND APPROVED this ____ day of February, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Council Member Harriman moved the Resolution be adopted. Council Member Lawson made the second.

The vote:

Yes: Lawson, Bailey, Harriman, Fougrousse, Powell, Taldo, Overton

No: None

The Resolution was numbered 20-24.

RESOLUTION NO. 21-24 - AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE LAND FROM OTONIEL MESCINA AND ALMA MESSINA FOR THE DON TYSON PARKWAY (HWY 112 TO 56TH STREET) ROAD IMPROVEMENT PROJECT, PROJECT NO. 23BPS2

City Attorney Ernest Cate presented a Resolution authorizing the expenditure of funds to acquire land located at 5862 Dearing Road from Otoniel Mescina and Alma Messina for the Don Tyson Parkway (Hwy. 112 to 56th Street) road improvement project, Project No. 23BPS2.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE LAND FROM OTONIEL MESCINA AND ALMA MESSINA FOR THE DON TYSON PARKWAY (HWY 112 TO 56TH STREET) ROAD IMPROVEMENT PROJECT, PROJECT NO. 23BPS2

WHEREAS, the City of Springdale is in need of acquiring a parcel of land for the Don Tyson Parkway (Hwy 112 to 56th Street) Road Improvement Project, Project No. 23BPS2, Tract 16, said land being owned by Otoniel Mescina and Alma Messina, also known as Washington County Tax Parcel No. 815-30842-600, located at 5862 Dearing Road, Springdale, Washington County, Arkansas ("the Property");

WHEREAS, the acquisition of the Property will result in the displacement of the owner of the Property, and, pursuant to the Federal Uniform Relocation Assistance and Real Property

Acquisition Act, the property owner is entitled to the fair market value of the Property taken, as well as a price differential payment relating to the cost of acquiring comparable replacement property;

WHEREAS, the City's estimate of compensation for the Property, as determined by an appraisal, together with the price differential payment as required by the Uniform Act, is \$259,000.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$305,000.00 to acquire the Property, said amount being justified by an appraisal, and the increase in property values;

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$46,000.00 to acquire the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the Property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the parcel of land for the Don Tyson Parkway (Hwy 112 to 56th Street) Road Improvement Project, Project No. 23BPS2, Tract 16, said land being owned by Otoniel Mescina and Alma Messina, for the total sum of \$305,000.00 to be paid from the 2023 Street Bond.

PASSED AND APPROVED this ____ day of February, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Council Member Powell moved the Resolution be adopted. Council Member Harriman made the second.

The vote:

Yes: Bailey, Harriman, Fougerousse, Powell, Taldo, Overton, Lawson

No: None

The Resolution was numbered 21-24.

RESOLUTION NO. 22-24 - AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES, LLC, FOR THE NAVILINE CLOUD MODERNIZATION PROJECT

Chief of Staff Colby Fulfer presented a Resolution authorizing the execution of an agreement with CentralSquare Technologies, LLC, for the naviline cloud modernization project in an amount not to exceed \$160,000.00 to be paid from the Unrestricted General Fund.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES, LLC, FOR THE NAVILINE CLOUD MODERNIZATION PROJECT

WHEREAS, the City of Springdale wishing to move its premise-based administration applications to a cloud-based program, as the premise-based application

system has neared the end of its operating capacity, and is not upgradeable to adequately serve the needs of the City;

WHEREAS, migrating to a cloud-based application system will allow for software and security upgrades, and will also provide increased functionality across the various applications used by the City;

WHEREAS, the City of Springdale is currently a licensed end user of Naviline Software, has an existing contract for Naviline software products with Superior, a CentralSquare company, and the City has worked with CentralSquare to develop a modernization project to move the City to a cloud-based program (“the Project”);

WHEREAS, given that the City has an existing contract for Naviline software products, competitive bidding is not required for the Project, pursuant to Ark. Code Ann. §14-58-104(18), as the Project is a renewal/extension of the term of an existing contract for Naviline software products with Superior, a CentralSquare company;

WHEREAS, the City wishes to enter into an Agreement with CentralSquare to set forth the specifics of the Project; and,

WHEREAS, it is in the best interests of the City to enter into an Agreement with CentralSquare to complete the Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, THAT the Mayor and City Clerk are hereby authorized to execute an Agreement with CentralSquare Technologies, LLC, for the Naviline Cloud Modernization Project in an amount not to exceed \$160,000.00 to be paid from the Unrestricted General Fund;

PASSED AND APPROVED THIS ____ DAY OF February, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Council Member Harriman moved the Resolution be adopted. Council Member Overton made the second.

The vote:

Yes: Bailey, Harriman, Fougrouse, Powell, Taldo, Overton, Lawson

No: None

The Resolution was numbered 22-24.

ORDINANCE NO. 5943 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITH THE CITY OF SPRINGDALE, ARKNSAS AND DECLARING AN EMERGENCY

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located at 612 E. Allen Avenue located in the City of Springdale, Washington County, Arkansas.

Brick City Capital LLC is the owner of the property.

After reading the title of the Ordinance, Council Member Overton moved the Ordinance “Do Pass”. Council Member Fougrousse made the second.

The vote:

Yes: Fougrousse, Powell, Taldo, Overton, Lawson, Bailey, Harriman

No: None

Council Member Overton moved the Emergency Clause be adopted. Council Member Lawson made the second.

The vote:

Yes: Powell, Taldo, Overton, Lawson, Bailey, Harriman, Fougrousse

No: None

The Ordinance was numbered 5943.

ADJOURNMENT

Council Member Overton made the motion to adjourn. Council Member Lawson made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 6:47 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer