

City of Fayetteville Staff Review Form

2019-0741

Legistar File ID

11/19/2019

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Wade Abernathy

11/1/2019

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution for approval of a contract with Miller Boskus Lack Architects for the Architectural Services for New Fire Stations in the amount of \$660,735.00, approve a project contingency in the amount of \$80,000.00 and approval of a budget adjustment.

Budget Impact:

4610.860.7108-5860.02	4610 - Fire Projects 2019 Bonds		
4610.860.7109-5860.02			
Account Number	Fund		
46100.7108.8630	Fire Station 8, Architectural Services		
46100.7109.8630	Fire Station 9, Architectural Services		
Project Number	Project Title		
Budgeted Item? Yes	Current Budget	\$	10,588,135.00
	Funds Obligated	\$	611,424.73
	Current Balance	\$	9,976,710.27
Does item have a cost? Yes	Item Cost	\$	740,735.00
Budget Adjustment Attached? Yes	Budget Adjustment	\$	-
	Remaining Budget	\$	9,235,975.27

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF NOVEMBER 19, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Paul Becker, Chief Financial Officer
Brad Hardin, Fire Chief

FROM: Wade Abernathy, Facilities & Building Project Manager

DATE: November 1, 2019

SUBJECT: A resolution to approve a Contract with Miller Boskus Lack Architects for the Architectural Services for New Fire Stations and approve a project contingency.

RECOMMENDATION:

Staff recommends a resolution authorizing the approval of a contract through RFQ 19-01, Selection 11 with Miller Boskus Lack Architects for a not to exceed amount of \$660,735.00 and approve a project contingency in the amount of \$80,000.

BACKGROUND:

In December of 2018 the City of Fayetteville contracted with deMx architecture to provide a space needs study and budgetary cost for those needs. With further studies and Fire Department input, the need of 3 prototype fire stations at approximately 7500 sq. ft. to include 2 apparatus bays.

In April 2019, Fayetteville voters approved the public safety bond question in the bond initiative, which included 3 new fire stations and a new police headquarters. Phase 1 funding for the bond included the purchase of land and construction of 2 fire stations and the police headquarters.

Resolution 202-19 authorized the approval of the Land Sale Agreement with the University of Arkansas System Division of Agriculture in the amount of \$2,590,000 for 11.6 acres at Deane and Porter. This Site will house both Police Headquarters and a Fire Station.

Resolution 201-19 authorized the approval of the Land Sale Agreement for the purchase of 1.76 acres in the amount of \$180,000 with Robert and Vickie Parker located on South School Avenue.

On October 15, 2019, a preliminary geotechnical engineering report, and phase 1 ESA by McClelland Engineering was submitted to City Attorney as a condition of the purchase on south school.

On October 18, 2019, a preliminary geotechnical engineering report and phase 1 ESA by GRTS was submitted to the City Attorney as a condition of the purchase of dean and porter.

Lot Splits and Closing of the properties are forthcoming.

DISCUSSION:

City Purchasing advertised for an annual RFQ for Architectural and Engineering services. The selection committee short listed four firms and selected MBL based on their extensive experience with this facility type and other selection criteria established in the RFQ.

Purchasing, Facilities and Fire have reviewed and negotiated the contract scope and fee structure resulting in an equitable contract in line with industry standards.

BUDGET/STAFF IMPACT:

This contract will be funded from the 2019 sales and use tax bonds with the phase 1 appropriations in the amount of \$10,522,906. A budget adjustment is attached. A contingency in the amount of \$80,000 will be held.

Attachments:

Contract Document
Appendix A: Scope of Services
Appendix B: Design Fee and Services Schedule
Appendix C: City's RFQ 19-01
Appendix D: BSW response to RFQ 19-01
Appendix E: Fire Department Space Needs Study
Appendix F: MBL Certificate of Insurance



**CITY OF
FAYETTEVILLE
ARKANSAS**

**CONTRACT AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL SERVICES
FOR THE CONSTRUCTION OF THREE FIRE STATIONS
Vendor: Miller Boskus Lack Architects, P.A.**

THIS AGREEMENT is executed this _____ day of _____, 2019, by and between the City of Fayetteville acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and MILLER BOSKUS LACK ARCHITECTS, P.A. (hereinafter called ARCHITECT or MBLA).

CITY OF FAYETTEVILLE from time to time requires professional ARCHITECTURAL and Engineering services in connection with the evaluation, design, construction drawings, bidding, and/or construction observation of capital improvement projects. Therefore, City and MBLA in consideration of their mutual covenants agree as follows:

MBLA shall serve as the professional architectural consultant to the CITY in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of services defined in the scope of work. All services shall be performed under the direction of a licensed architect registered in the State of Arkansas and qualified in the particular field.

1. Contracted parties:

- a. This agreement shall be binding between all parties. Fees for architectural services shall be provided as identified in appendices.

2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Parties shall not be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

- a. Appendices included under this agreement include the following:

- i. **Appendix A:** Scope of Services
- ii. **Appendix B:** MBLA Design Fee and Project Timeline
- iii. **Appendix C:** RFQ 19-01, Engineering and Architectural Services
- iv. **Appendix D:** MBLA's Response to RFQ 19-01
- v. **Appendix E:** Fire Department Space Needs Study
- vi. **Appendix F:** MBLA's current Certificate of Insurance

- b. This agreement may be modified only by a duly executed written instrument signed by the CITY and MBLA.

3. Notices: Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:

- a. **City of Fayetteville:** Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
- b. **MBLA:** Attention: Audy Lack, 2397 N Green Acres Rd, Fayetteville, Arkansas 72703

4. Fees, Expenses, and Payments:

- a. The maximum not-to-exceed amount authorized for this agreement is **\$660,735** which includes the reimbursable allocation shown below. Fees shall be paid to the MBLA as described in **Appendix B**.
 - i. Reimbursable Items (as defined in Appendix A and B): **\$50,000**

- b. **MBLA** shall track, log and report hours and expenses directly related to this Agreement. Invoices shall be itemized by phase. Invoice and payment requests shall not exceed the percentage for work completed as defined by Appendix B.
 - c. **Payment Terms:** All invoices are payable upon approval and due within thirty (30) calendar days. If a portion of an invoice or statement is disputed by CITY, the undisputed portion shall be paid. CITY OF FAYETTEVILLE shall advise **MBLA** in writing of the basis for any disputed portion of any invoice. CITY shall make reasonable effort to pay invoices within 30 calendar days of date the invoice is approved.
 - d. Monthly invoices for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with **MBLA's** normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Invoices shall be made in accordance with a format to be developed by **MBLA** and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE'S approval and acceptance with the satisfactory completion of professional services for the Project.
 - e. **Final Payment:** Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, **MBLA** shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by **MBLA** to be set forth therein.
 - i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE claims against **MBLA** or sureties under this Agreement.
5. **Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.
6. **Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.
7. **Venue:** Venue for all legal disputes shall be Washington County, Arkansas.
8. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the architect will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
9. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
10. **Omissions by the Architect:** If **MBLA** fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, **MBLA** will not receive a fee for work associated with the Change Order.
11. **Insurance:** **MBLA** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing coverages for the following insurance which shall be maintained throughout the term of this agreement. Any work sublet to major subconsultants including MEP, Structural, and Civil, **MBLA** shall require the subconsultant to provide the insurance identified. In case any employee engaged in work on the project under this contract is not protected

under Worker's Compensation Insurance, MBLA shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of such of his employees as are not otherwise protected.

- a. MBLA shall provide to the City certificates as evidence of the specified insurance presented in **Appendix D** within ten (10) calendar days of the date of this agreement and upon each renewal coverage. The City shall be listed as additional insured entity.
- b. Subconsultants not identified as major subconsultants shall maintain reasonable insurance including but not limited to worker's compensation, auto as applicable, general liability, errors and omissions, etc.

12. Professional Responsibility: MBLA will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to MBLA any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so MBLA can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of MBLA.

13. Responsibility of the City of Fayetteville

- a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of MBLA:
 - i. Provide full information as to the requirements for the Project.
 - ii. Assist MBLA by placing at MBLA's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - iii. Assist MBLA in obtaining access to property reasonably necessary for MBLA to perform its services under this Agreement.
 - iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by MBLA and render in writing decisions pertaining thereto.
 - v. Review all documents and provide written comments to MBLA in a timely manner.
 - vi. The City of Fayetteville Facilities Director is the project representative with respect to the services to be performed under this Agreement. The Facilities Director shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

14. Cost Opinions and Projections: Cost opinions and projections prepared by the MBLA relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on MBLA's experience, qualifications, and judgment as a design professional. Since MBLA has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, MBLA does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by MBLA.

15. Period of Service: This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

- a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. MBLA will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as an Appendix.

16. Termination:

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that MBLA is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - i. No amount shall be allowed for anticipated profit on unperformed services or other work,
 - ii. Any payment due to MBLA at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of MBLA's default.
- d. If termination for default is effected by MBLA, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to MBLA for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by MBLA relating to commitments which had become firm prior to the termination.
- e. Upon receipt of a termination action, MBLA shall:
 - i. Promptly discontinue all affected work (unless the notice directs otherwise),
 - ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by MBLA in performing this Agreement, whether completed or in process.
- f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- g. If, after termination for failure of MBLA to fulfill contractual obligations, it is determined that MBLA had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

17. Delays

- a. In the event the services of MBLA are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond MBLA's reasonable control, MBLA shall be entitled to additional compensation and time for

reasonable documented costs actually incurred by MBLA in temporarily closing down or delaying the Project.

- b. In the event the services are suspended or delayed by MBLA, City shall be entitled to compensation for its reasonable costs incurred in temporarily closing down or delaying the project. The City does not agree to waive its right to claim (in addition to direct damages) special, indirect, or consequential damages, whether such liability arises in breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action.

18. Rights and Benefits

- a. MBLA's services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

19. Dispute Resolution

- a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and MBLA which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or MBLA in the performance of this Agreement, and disputes concerning payment.
- b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.
- c. Notice of Dispute
 - i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
 - ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give MBLA written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
 - iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and MBLA shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of MBLA and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

20. Sufficient Funds: The CITY represents it has have sufficient funds or the means of obtaining funds to remit payment to MBLA for services rendered by MBLA.

21. Publications:

- a. Recognizing the importance of professional development on the part of MBLA's employees and the importance of MBLA's public relations, MBLA may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to MBLA's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and

provide CITY OF FAYETTEVILLE's comments to MBLA, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of MBLA's activities pertaining to any such publication shall be for MBLA's account.

22. Indemnification:

- a. MBLA shall indemnify, hold harmless and, not excluding the City's right to participate, defend the City and any of its officers, or employees from and against all liabilities, claims, actions, damages, losses and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or resulting in any way from the performance of professional services for the City in MBLA's capacity as an architect, and caused by any willful or negligent error, omission, or act of MBLA or any person employed by it or anyone for whose acts MBLA is legally liable.

23. Ownership of Documents:

- a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. MBLA may retain reproduced copies of drawings and copies of other documents.
- b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by MBLA as part of the Services shall become the property of CITY OF FAYETTEVILLE when MBLA has been compensated for all Services rendered, provided, however, that MBLA shall have an unrestricted perpetual license right to their use. MBLA shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of MBLA.
- c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. MBLA makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

24. Additional Responsibilities of MBLA:

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve MBLA of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- b. MBLA shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by MBLA's negligent performance, except beyond the MBLA normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. MBLA's obligations under this clause are in addition to MBLA's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against MBLA for faulty materials, equipment, or work.

- d. Deliverables for Record Documents or "as-builts" shall be defined as the following. MBLA will provide one set of Drawings in digital (PDF) format that includes final revisions formalized by MBLA through the course of the Work. Field revisions as supplied by the General Contractor to MBLA at close out shall be included as part of MBLA's "As-Builts". MBLA will also provide AutoCAD compatible (DWG) vector format digital background files of a project site plan, floor plans and ceiling plans.

25. Audit and Access to Records:

- a. MBLA shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.
- b. MBLA shall also maintain the financial information and data used by MBLA in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. MBLA will provide proper facilities for such access and inspection.
- c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- d. This right of access clause (with respect to financial records) applies to:
 - i. Negotiated prime agreements:
 - ii. Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:
 - iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
 - 1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of MBLA;
 - 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved;
 - 3. If the sub agreement is terminated for default or for convenience.

26. Covenant Against Contingent Fees:

- a. MBLA warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by MBLA for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or

otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

27. Gratuities:

- a. If CITY OF FAYETTEVILLE finds after a notice and hearing that MBLA or any of MBLA's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to MBLA terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- b. The CITY may pursue the same remedies against MBLA as it could pursue in the event of a breach of the Agreement by MBLA. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs MBLA incurs in providing any such gratuities to any such officer or employee.

28. Clarification and Understanding of all parties:

- a. The citizens of Fayetteville voted to authorize the Fayetteville City Council to issue bonds to fund this project.
- b. All parties agree and acknowledge that all funds derived from the City's sale of the bonds may only be spent or used for purposes authorized by the City voters and applicable state law.
- c. The City of Fayetteville intends to prominently display a bronze or comparable material plaque or other means of display inside the main lobby or other designated area stating, "The City of Fayetteville thanks the citizens and taxpayers of Fayetteville for their over \$XX million investment for the *project name and year*". Wording shall be finalized with the CITY prior to procuring the plaque.

29. Equal Employment Opportunity: The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.

- a. Architect shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60- 300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- b. Architect and subconsultants certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and MILLER BOSKUS LACK ARCHITECTS, P.A., by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

MILLER BOSKUS LACK ARCHITECTS, P.A.

By: _____
LIONELD JORDAN, MAYOR

By:  _____
AUDY LACK, PRINCIPAL

ATTEST:

By: _____
Lisa Branson, Deputy City Clerk/Treasurer

Date Signed: _____

Date Signed: 10.31.19

END OF AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

APPENDIX A – SCOPE OF SERVICES

PROFESSIONAL ARCHITECTURAL SERVICES FOR THE CONSTRUCTION OF VARIOUS FIRE STATIONS FOR THE CITY OF FAYETTEVILLE

1. Project Information & Requirements

- a. The Architect and its sub consultants that comprise the project team shall provide Architectural and Engineering services to the City for the, schematic design, design development, construction drawings, bidding, construction administration and ancillary services, including services to prepare necessary documents for permitting approval through the Large-Scale Development process, necessary to construct up to 3 proto type fire stations approximately 7500 square feet, on 3 different sites.
 - i. This scope of services and associated fees shall be for two of the three proto type fire stations. In the event the City and MBLA both agree, this contract and scope of services can be executed for an additional proto-type fire station.
 - ii. It is the intent of the City to have MBLA design one similar floor plan, layout and design features to result in a proto-type design which can be applied to various fire stations at different sites.
 - iii. One of the two first proto-type fire stations are intended to be on the same project site which will have a new police headquarters constructed soon. This fire station shall be referred to as Fire Station #8. MBLA shall coordinate with the City's third party architectural firm, overseeing design for the Police Station Headquarters, to collaborate efforts on exterior aesthetics for the overall design of buildings on project site including but not limited to traffic ingress and egress, exterior materials, overall site functionality, utilities, etc.
 1. It is the intent of the City to have Fire Station #8 be complimentary in design characteristics as the Police Headquarters Campus and overall design; however, Fire Station #8 and the Police Headquarters Campus shall still be easily recognizable and distinguished as a fire station.
- b. The new facilities shall achieve a minimum standard of LEED Certification as designated by the U.S. Green Building Council (USGBC) with a minimum certification of Silver.
- c. The bond issue passed by the citizens of Fayetteville identified the fire stations will be paid by the bond issue (through City).
- d. The City has completed a program identifying space needs. It is intended for the Program to serve as the starting point for architectural services requested in this request for qualifications. The new stations shall achieve a minimum standard of

Silver LEED Certification as designated by the U.S. Green Building Council (USGBC.).

- e. The City shall be responsible for hiring a geotechnical and surveying licensed professional for the project. These two trades are not included in the scope of this contract.
- f. The Procurement method is competitive bid with a Lump Sum contract with General Contractor. The bid form will include the option to the GC to bid individual fire stations, or combinations thereof.
- g. The project team, including all engineering and architectural disciplines, are hereby identified as the following:
 - i. **Fire Station Architect:** Mary McGrath Architects
 - ii. **Mechanical, Electrical & Plumbing: Engineers:**
HSA Consultants, Inc.
 - iii. **Structural Engineering:** Robbins Engineering Inc.
 - iv. **Civil & Landscape Engineering:** Olsson, Inc.
 - v. **LEED Consultant:** Integrity Consulting
 - vi. **Cost Consultant:** Wooldridge Consulting Services
 - vii. **LEED Commissioning and Monitoring Consultant:** Integrity Consulting

2. **City Responsibilities:**

- a. Right of entry to the properties
- b. Adjacent property owner notifications and public meeting notices.
- c. Previous available surveys, reports, etc.
- d. Paying all plan review fees and advertising costs.
- e. Furnishing all permits and providing permit review fees.
- f. Provide base map drawing based upon city planimetric showing contours, structures, right-of-way, property lines, easements, and all utilities including private sewer service connections.
- g. Provide security, access control, & communications
 - i. Excludes raceway infrastructure to be provided by MBLA

3. **Exclusions:**

- a. For clarification, the proposed scope of services does not include the following but will be considered as extra work as directed by the City in advanced writing for an additional agreed upon by the City and MBLA:
 - i. Utility relocation design other than water and sewer.

4. Scope of Work

a. **Phase 1: Programming**

- i. MBLA to provide a review of existing space programming study with City input.
- ii. Comply with City of Fayetteville development, building and fire codes.
- iii. Prepare and submit three (3) sets of spatial needs program of spaces and adjacencies layout for review and approval. Each spatial plan shall include basic information such as sizes, space requirements, workflows, activities and special uses.

b. **Phase 2: Schematic Design**

- i. Develop design criteria based on local and national code requirements including Life Safety Concerns, American Disabilities Act, and Wind/Seismic Design Criteria.
- ii. Gather information related to existing on-site utilities and underground systems which are intended to be demolished.
- iii. Identify LEED design principles that may impact design, cost, and LEED evaluation.
- iv. Evaluation of the site based upon the following criteria:
 1. Topography, Utilities, and Environmental Conditions.
 2. Interface with surrounding street system.
 3. Vehicular and pedestrian ingress/egress.
 4. Construction staging and access considerations.
 5. Passive and active patron safety factors.
 6. Impact on neighboring properties.
 7. Geotechnical Investigation as it pertains to the current structural system, both for gravity loads and seismic considerations
 8. Ability to utilize LEED design principles. In addition, design team to identify potential principles and provide estimated costs for program inclusion consideration.
 9. Architectural Design.
 10. Cultural and Historic Factors.
 11. Zoning/Development Regulations.
- v. MBLA shall meet and coordinate with all franchise utility companies to obtain an inventory of utilities within the study areas and a written statement regarding the available capacity.
- vi. MBLA shall review a site specific Geotechnical Report, to be performed by a third party compensated by the City. The City will provide the Geotechnical immediately to MBLA upon its completion. In the event MBLA does not agree with the City's provided Geotechnical Report, MBLA shall immediately notify the City.

- vii. City shall provide Boundary Survey and MBLA shall review survey and alert City to any issues found. MBLA to provide Topographical Survey for the property.
- viii. Review, alert the City of any issues found, and adopt final Traffic Impact Analysis (TIA) to be provided by the City. Coordinate with civil engineer as related to the design.
- ix. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
- x. Prepare and submit three (3) sets of site plan program of spaces and adjacencies layout for review and approval.
- xi. Facilitate meetings with City staff to review building square footage, required utilities, drainage, zoning and traffic needs to develop Schematic Design Documents.
- xii. Obtain and review applicable City standards and guidelines for design (Design Criteria Manual, Unified Development Code) and provide design that meets City codes in coordination with the civil engineer.
- xiii. Attend Pre-Development meeting and address points of clarification regarding the project.
- xiv. Prepare and submit three (3) sets of Schematic Design Documents, Preliminary Specifications, schematic cost estimate and schedule to the City staff for review and approval. Also submit necessary documents for Large Scale Development review through the City Planning Office. Components shall include:
 - 1. Site plans, paving layouts, traffic circulation
 - 2. Floor plans, building circulation
 - 3. Exterior elevations, rendering and color palette
 - 4. Critical building sections and details
 - 5. Relevant right of way information such as easements, building set-backs, etc.
 - 6. Location of utilities and sizes
 - 7. Landscaping and tree protection plans as applicable.
- xv. After receiving schematic design comments, meet with applicable divisions to resolve comments in preparation for review by Planning Commission
- xvi. Respond in writing to all City comments on plans
- xvii. Coordinate with private utilities and service providers
- xviii. Facilitate meetings with City staff as needed to develop basic components and traffic planning of building program, equipment and materials. Design for roadways and intersections affected by the project site are currently underway. MBLA shall coordinate with the City's third-party design professional to communicate the Fire Department's specific and unique project needs including but not limited to traffic flow, shift changes, etc.

- xix. Present plans to the Planning Commission for Large Scale Development approval.

c. Phase 3: Design Development

- i. Facilitate meetings with City staff to develop Design Development Documents.
- ii. Prepare and submit three (3) sets of Design Development Documents including Detailed Specifications, Detailed Cost Estimate and schedule to the City staff for review and approval. (50% plan review). Components to include:
 - 1. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
 - 2. Floor plans, Structural, Civil, Architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, Fire Protection and landscaping
 - 3. Exterior elevations, rendering and color palette
 - 4. Building sections and details
 - 5. Interior elevations, casework and millwork elevations
 - 6. Drainage Study and calculations, as required by City
 - 7. Report addressing all City's Design Criteria and Code requirements
- iii. Respond in writing to all City comments on plans.
- iv. Coordinate final utility plans.
- v. Facilitate with City cost-benefit analyses to determine most cost-effective construction after evaluation of life-cycle cost impact.

d. Phase 4: Construction Documents

- i. Prepare complete Construction Documents/Plans and Specifications and submit three (3) sets to City staff, and electronic versions as necessary, for Code and general review and approval (90% plan review).
- ii. Attend follow up meetings with City Development Services and Fire Marshall.
- iii. Complete Platting and record Plat.
- iv. Complete final coordination with private utilities and service providers.
- v. Prepare and submit three (3) complete sets of Construction Documents, and electronic versions as necessary, including 90% written responses, Specifications and Architect's Cost Estimate and schedule to:
 - 1. City of Fayetteville Development Services for review and approval (100% plan review)
- vi. Correct plans to reflect issues noted by Review for Permit, inclusive of any necessary redesign prompted from the permit process.
- vii. Construction Documents/Plans, Specifications and Project Drawings shall be routed through the City of Fayetteville Development Services, Planning, Engineering, Building Safety, Fire Marshal, and Urban Forestry for required approvals.

e. Phase 5: Bidding Services

- i. Coordinate with City Purchasing Division to ensure all procedures followed for this phase meet state laws and City of Fayetteville Policies.
- ii. Assist City Purchasing Division in reproduction and dissemination of bid sets (project manual and stamped drawings) to the City [PM (1), Purchasing (1) and interested bidders]. Construction documents should be made available to any interested party in PDF format electronically at no cost.
- iii. This project is being funded through bond funds, which are tied to strict deadlines. City will communicate expense deadlines with MBLA as MBLA develops, finalizes, and modifies the project schedule.
- iv. Coordinate with City Purchasing Division in the distribution of plans to interested bidders.
 1. Distribution of all documents shall be done through the City of Fayetteville Purchasing Division only.
 2. City of Fayetteville Purchasing shall be responsible for maintaining an accurate record of plan holder's and provide an updated listing to all interested parties in a timely manner.
 3. MBLA to prepare documents for distribution by City Purchasing.
- v. Coordinate with City Purchasing Division during pre-bid meeting and attend the Bid Opening.
- vi. Coordinate with City Purchasing Division during any process involving Request for Information (RFI).
- vii. Any addenda shall be provided to the Purchasing Division for review and approval **in advance** of issuance. Bidders, interested parties, and plan holders shall receive all information included in an addendum at the time of issuance.
- viii. Bid openings shall be held at the City of Fayetteville Administration Building, City Hall, at a time and date coordinated in advance with the City Purchasing Division.
- ix. Assist with design of Bid Proposal
- x. Prepare Architect's Recommendation of Award Letter
 1. Review of contractor's financial standing and references provided
 2. Explanation of discrepancies between the Architect's estimate and bids
 3. Coordinate with City to develop a Value Engineering list as needed.
- xi. Attend City Council meeting(s) and make recommendation for award of Contract(s) for Construction.
- xii. Produce and transmit to selected contractor five (5) sets of project manuals ready for execution with City's Notice of Intent to Award (NOI)

f. Phase 6: Construction Administration

- i. Put forth diligent and fiscally responsible efforts to ensure the project will be completed on time and within budget

- ii. Facilitate semi-monthly OAC Pre-Construction meetings with City, MBLA, and contractor for (OAC) progress meetings.
- iii. Provide Construction Administration.
 - 1. Review, log and approve submittals, shop drawings, Request for Information etc.
 - 2. Review Construction Schedule; efficiently track and manage progress
 - 3. Review Construction Materials Testing reports.
 - 4. Review and approve applications for payment.
 - 5. Coordinate with GC on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.
 - 6. Provide direction for questions and concerns from the City in resolution of problems.
 - 7. Civil Engineer to provide inspections for public infrastructure work.
- iv. City intends to provide regular construction administration services. MBLA shall provide field services, OAC progress meetings, and progress payment review and assistance on a semi-monthly basis, as required by project demands, or otherwise needed.
- v. MBLA's Construction Administrator to conduct a site visit on a mutually determined schedule after consultation with the City and General Contractor, including observation of structural concrete placement, underground piping installation and inspections, structural steel, mechanical/electrical/plumbing cover-up, masonry installation, ceiling cover-ups, roofing, etc.
 - 1. Provide site visit report to City of Fayetteville Facilities Management Division, Police Department, and GC at least one (1) time per month.
- vi. Conduct Substantial Completion Inspection, coordinate with GC to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.
- vii. City of Fayetteville Facilities Management Division, Fire Department, and GC shall be notified to attend all on-site meetings, review and approve all pay requests, and change order review prior to Mayor's approval.
- viii. Special Inspections:
 - 1. Recent code language contains references to "Special Inspections" for various parts of the construction process. The industry is currently meeting these requirements by assigning responsibilities to various Consultants involved in the Construction Industry (Commissioning Agents, Materials Testing Lab, Fire Protection and Smoke Evaluation Consultants, Mechanical and Structural Engineers and Architects). Since these inspections are new to the industry, each jurisdiction has their own interpretation as to how "Special Inspections" are accomplished beyond Standard Construction Administration Activities and what party should be

responsible for them. The Design Team will work with the appropriate jurisdiction during the Design Phase of the Project to identify requirements and responsibilities. Many of these inspections may be performed as part of Standard CA services but some may require Additional Services Fees from the Design Team or outside Consultants. These “Special Inspections” must be identified prior to the start of construction in order to be performed at the appropriate time prior to receiving a “Certificate of Occupancy.”

g. Phase 7: Project Close Out

- i. Provide Warranty Administration Services during the entire Warranty Period. MBLA to issue Warranty Reports and review items after the Contractor has notified the City that these items are complete.
- ii. Provide support services as reasonably determined during the project close out process.
- iii. Obtain and review close out submittal from the contractor for completeness before transmitting to the City which include but are not limited to:
 1. Contractor’s red lines and as-built notes
 2. Warranty information
 3. Release of Liens
 4. Consent of surety
 5. Material Safety Data Sheet (MSDS)
 6. Operating Manuals
 7. Start up and testing reports
 8. Building commissioner report
 9. As-Built record drawings (in hard copy and digital format)
 10. Systems training, including video and audio
- iv. Issue Final Completion and Acceptance letter to the City recommending acceptance.
- v. Coordinate with the City and GC during an 11-month and 22-month project walk-through to identify any warranty issues which need to be resolved prior to the warranty close out period between the City and GC or City and third-party system suppliers.

Miller Boskus Lack Architects, P.A.**Exhibit “B”****Basic Services Compensation**

Compensation for the Architects Basic Services, including the service of the MEP

Engineers and Structural Engineer shall be a fixed fee of \$325,500

For the first two stations. The third station, will be a prototype, repeat, building to be built at a later date. This third fire station will be added to the contract as a fixed fee equal to 5% of the anticipated project cost, when the project commences.

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

Design Services

Schematic Design	20%	\$65,100
Design Development	15%	\$48,825
Construction Documents	40%	\$130,200
Construction Procurement Services	5%	\$16,275
Contract Administration Services	20%	\$65,100
 Total Compensation =	 100%	 \$325,500

Reimbursable Expenses

Reimbursable expenses are in addition to compensation for the Architects' professional services and include expenses incurred by the Architect and their consultants directly related to the project as follows: 1. Transportation and authorized out-of-town travel and subsistence; 2. Fees paid for securing approval of authorities having jurisdiction over the project; 3. Printing and Reproduction expenses; 4. Postage & Shipping. The line item estimate in the contract for reimbursable is \$50,000

Additional Services Compensation

Compensation for Additional Services will be computed as noted below.

BIM Modeling

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

Civil Engineering & Landscape Design

The architect will hire Olsson Engineering to provide Civil Engineering and landscape plans and specifications for the site engineering and plantings for the new facilities. These plans will be prepared for bidding and construction in conformance with the City of Fayetteville's landscape ordinance, and the wishes of the Owner. As part of the design process, Olsson will participate in two public input sessions as described in the RFQ we received for this project. Olsson will manage the site and infrastructure entitlement process. The fee for this service will be a lump sum fee of \$45,400 per each station.

Interior Design & FFE (Furniture, Fixtures, Equipment) Design

If the Owner desires, the architect will select furnishing, décor, & fixtures for the buildings. The architect will provide plans and specifications for these items for bidding and procurement by the City of Fayetteville. The fee for these services will be a fixed fee of \$7,400 for the first two stations.

Telecommunications, Data, Communications, Alarm System, Security, Access Control, and Head-In System.

The back boxes and conduits in concealed spaces will be provided in the electrical engineering drawings for these systems. The owner and their service providers will need to tell the design team where these items will be located. Cost for this service is \$0.00

Commissioning

Architect will hire Integrity Consultants as the projects Commissioning Agent to fulfill the LEED pre-requisite for Commissioning. The fee for Basic Commissioning will be \$34,985 for the first two stations.

3 points are available in the LEED process for Enhanced Commissioning. This is an optional service, which is not included in the current lump sum agreement but can be added for a fee of \$10,965.

LEED Certification Assistance

The architect will assist the owner in pursuit of LEED certification for the project. The architect will hire a LEED Consultant for the project, who along with the architect will assist the owner in registering the projects with the USGBC. The architect and Consultant will facilitate LEED workshops for the proposed design and will provide plans and specifications to specify the LEED goals for the project. LEED Silver is the intended goal of the project at the time of this agreement. The fee for LEED certification services is \$75,500 for the first two stations.

A reduced fee will be processed for the third station when those services are added to this contract by addendum. We anticipate this station to be a prototype, repeat product.

As Built Record Drawings

Per Appendix A – Scope of Services, MBLA will make changes to the original drawings, based on the General Contractor's marked-up as built drawings. The Fee for this scope of work will be \$10,000 per fire station.

Fire Station Consultant / Programming

The architect will hire Mary McGrath Architects as the fire station consultant for the project. The fire station consultant will lead the programming and planning phase of the design process. This includes attendance by Mary McGrath at 2-3 on-site workshops. The fee for these services will be a lump sum fee of \$48,000.

Cost Consultant

The architect will hire cost estimating services. The architect will provide historic, square foot costs in the Programming and Schematic Design phases. A full take-off budget will be provided at the end of Design Development and at 75% completion of Construction Documents. The fee for this service will be \$10,000 for the first two stations, if done simultaneously and \$5,000 for the third station to be completed at a different time.

Topographic Survey

The architect will hire Olsson, Inc. to provide a topographic survey of the project sites. The fee for this service will be \$4,600 for the South School Site where there are many trees and a lot of slope. The Dean and Porter Site will be \$1,350. The total for both sites will be \$5,950

Note: Olsson informed me they included topo survey of the entire acreage at Dean and Porter so the \$1,350 cost will need to be deducted from the other provider's contract.

Hourly Rates

Principal	\$195.00 per hour
Sr. Project Architect	\$175.00 per hour
Specification Writer	\$175.00 per hour
Director of Urban Design	\$165.00 per hour
Interior Architect	\$165.00 per hour
Architect III	\$165.00 per hour
Architect II	\$155.00 per hour
Architect I	\$145.00 per hour
Interior Designer	\$145.00 per hour
Project Manager/BIM	\$145.00 per hour
Administrative	\$ 70.00 per hour

Project Milestone Schedule – Fayetteville Fire Stations 8 and 9

Contract Approval by City Council	November 19, 2019
Contract Signed and Notice To Proceed	December 2, 2019
Programming	December 2019-January 2020
Schematic Design	February 2020-March 2020
Design Development	April 2020-May 2020
Construction Documents	June 2020-September 2020
Bidding	October 2020
Construction	November 2020-October 2021



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, AR
Purchasing Division, Room 306
113 W. Mountain Street
Fayetteville, AR 72701
Phone: 479-575-8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATION)

REQUEST FOR QUALIFICATION: RFQ 19-01, Engineering & Architectural Services

DEADLINE: Wednesday, January 23, 2019 prior to 2:00:00 PM, local time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Wednesday, January 02, 2019 and January 09, 2019

REQUEST FOR STATEMENT OF QUALIFICATION RFQ 19-01, Engineering and Architectural Services

It is the intent for the accepted responses to this solicitation to be considered for all engineering and architectural selections for 2019.

Additional selections may be made from this solicitation if the City passes the bonds in 2019.

The City reserves the right to issue a separate RFQ at any time for any job specific engineering and/or architectural selection.

Submittals shall be submitted in sealed envelopes labeled with the solicitation number, solicitation name, and the name and address of the firm.

All statements of qualification shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

**NO STATEMENTS
WILL BE
ACCEPTED AT A
LATER DATE.**

RFQ 19-01, Engineering and Architectural Services

Request for Statement of Qualifications

City of Fayetteville, Arkansas

The City of Fayetteville, Arkansas, is requesting statements of qualifications from firms interested in providing engineering, architectural, & land surveying services for 2019 street, drainage, bridge, water & sewer, trails, parks and other projects.

To be considered, statements of qualification shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas before Wednesday, January 23, 2019 prior to 2:00:00 PM, local time. **No late submittals will be accepted.** Submittals will not be accepted at a later date.

Forms & addendums can be downloaded from the City's web site at <http://fayetteville-ar.gov/bids>. All questions regarding the process should be directed to Les McGaugh at lmcgaugh@fayetteville-ar.gov or (479)575-8220.

Statements of qualification submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

CITY OF FAYETTEVILLE, ARKANSAS

By: Les McGaugh

Title: Purchasing Agent

Ad date: 01/02/19 & 01/09/19

SECTION:	PAGE NUMBER
Cover Page	01
Advertisement	02
SECTION A: General Terms & Conditions	04
SECTION B: Vendor References	11
SECTION C: Signature Submittal	12
SECTION D: Summary Form	14

Appendix C -
City's RFQ

1. SUBMISSION OF A STATEMENT OF QUALIFICATION SHALL INCLUDE:

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFQ in the most cost effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in this documents as equal to statement of qualification.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFQ.
- c. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers are also allowed to submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- d. All Proposers shall submit one (1) paper copy of their statement of qualification as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be submitted as a SINGLE FILE in format acceptable to Adobe in a save able format.** Files contained on the CD or electronic media shall not be restricted against saving or printing. **The electronic copy shall be identical to the original papers submitted.** Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed and at that time only for the intended selection.
- f. Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- h. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.
- i. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- j. Proposer is advised that exceptions to any of the terms contained in this RFQ or the attached service agreement must be identified in its response to the RFQ. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- k. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-

mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFQ made or given prior to the award of the contract.

3. RIGHTS OF CITY OF FAYETTEVILLE IN THIS PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for statements of qualification or resulting submittal.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.
- h. The City of Fayetteville intends on utilizing the received proposals for applicable 2019 engineering, architectural, and land surveying projects. Projects believed to be under \$20,000 by the City will be selected by the Department/Division head in accordance with the presented selection criteria in this RFQ. Projects expected to exceed \$20,000 shall be voted on by the selection committee and any related contract exceeding \$20,000 shall require formal authorization by the Fayetteville City Council.

4. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFQ. Proposers are not guaranteed to be ranked.

5. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake

and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for statements of qualification. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for statements of qualification apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFQ. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFQ. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

17. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

18. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFQ.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFQ, without exception shall constitute approval for purpose of this Agreement.

19. NON-EXCLUSIVE CONTRACT:

Award of this RFQ shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

20. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFQ from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

21. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFQ and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

22. INTEGRITY OF STATEMENT OF QUALIFICATION (RFQ) DOCUMENTS:

Proposers shall use the original RFQ form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFQ form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFQ documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFQ response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFQ response and presented in the form of an addendum to the original RFQ documents.

23. LOBBYING:

Lobbying or communicating with selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is **strictly prohibited** either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities or communication shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. DEBARRED ENTITIES:

By submitting a statement of qualification, vendor states submitting entity is not a debarred contractor with the federal, any state, or local government.

25. OTHER GENERAL CONDITIONS:

- a. Proposers shall provide the City with proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. The request for statement of qualification is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for statements of qualification is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for statements of qualification. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFQ. The RFQ is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFQ's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. INSURANCE:

- a. Any project selected under this RFQ shall require professional liability insurance in the amount of \$1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected.

27. SELECTION CRITERIA:

The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

1. **30 Points** – Specialized experience and technical competence of the firm with respect to the type of professional services required
2. **25 Points** – Capacity and capability of the firm the perform the work in question including specialized services, within the time limitations fixed for the completion of the project
3. **25 Points** – Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines
4. **20 Points** – Firm's proximity to and familiarity with the area in which the project is located

****Note:** Price shall not be a considered factor used to select a vendor. In the event the City is not able to negotiate a successful contract with the selected vendor, the City reserves the right to cease negotiations with such selected vendor and proceed on to the next selected vendor. Statements of Qualification/Proposals shall NOT include prices, hourly fees, consulting rates, etc. of any kind.

Appendix C-
City's RFQ

City of Fayetteville
RFQ 19-01, Engineering and Architectural Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

City of Fayetteville
RFQ 19-01, Engineering and Architectural Services
SECTION C: Signature Submittal

1. Disclosure Information

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. Additional Information

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFQ documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

5. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville, Purchasing Division.

NAME: _____

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL: _____

Signed by :

SIGNATURE: _____

PRINTED NAME : _____

TITLE: _____

DATE: _____

SECTION E: 2019 Annual Statement of Qualifications Summary Form

ATTENTION: This form shall be completed and returned with EACH SUBMITTED Statement of Qualification. The City will utilize the selection marked by each firm to correspond with the scope of work for each project.

NAME OF FIRM: _____

SUMMARY STATEMENT:

Proposer should provide summary information on this form by checking the areas of expertise based on experience and qualifications.

This form must be completed and returned in order for your proposal to be eligible for consideration.

_____ Airport	_____ Parks: Strategic Planning
_____ Architecture	_____ Parks: Campground Planning
_____ Bridges	_____ Parks: Land Dedication Fees Consultant
_____ Civil/Structural Design	_____ Parks: Aquatics Consultant
_____ Construction Management	_____ Storm Water Management
_____ Drainage Design, Analysis, & Planning	_____ Street Intersection Improvements/Design
_____ Electrical	_____ Structural Design
_____ Environmental Analysis, Remediation, & Permitting	_____ Structural Design: Emph in Fire Stations
_____ Environmental Water Services	_____ Structural Design: Emph in Police Stations
_____ Floodplain Services	_____ Surveying
_____ GIS Mapping	_____ Sustainability Design
_____ Geotechnical Engineering	_____ Testing Services: Soil/Materials
_____ Hydraulics	_____ Traffic Studies
_____ Hydrology	_____ Value Engineering
_____ Interior Design	_____ Wastewater Design
_____ Landscape Architecture	_____ Wastewater Management
_____ Master Planning: City/Government	_____ Wastewater Modeling
_____ Master Planning: Parks	_____ Wastewater Rate Studies
_____ Master Planning: Streets	_____ Wastewater SSES
_____ Master Planning: Wastewater	_____ Water Rate Studies
_____ Master Planning: Water	_____ Water Design
_____ Mechanical	_____ Water Management
_____ Natural Resource Planning	_____ Water Modeling:
_____ Parking Decks	_____ Water Quality Monitoring
_____ Parking Decks with mixed use	_____ Wetlands

_____ Other:

_____ Other:

_____ Other:

_____ Other:

2.) PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR STATEMENT OF QUALIFICATIONS:

- a) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true;

Name of Firm

Printed Name

Signature

Title

Date

Appendix C-
City's RFQ

Miller
Boskus
Lack

mbi-arch.com

ARCHITECTS, P.A.

2397 North Green Acres Road
Fayetteville, AR 72703
479-443-7121
audy@mbi-arch.com
www.mbi-arch.com

Submission of Qualifications

RFQ 19-01, Engineering and Architectural Services

January 23, 2019

Prepared for:



Miller Boskus Lack Architects, P.A.

January 23, 2019

Les McGaugh
Purchasing Agent
City of Fayetteville
113 W. Mountain, Room 306
Fayetteville, Arkansas 72701

RFQ 19-01 Engineering and Architectural Services

Dear Mr. McGaugh:

We are very pleased to submit our statement of qualifications for upcoming projects at the City of Fayetteville. We believe our diversity of experience makes us an outstanding candidate for any upcoming projects requiring Architectural Design. As you will see in the following material, we have a great deal of expertise in office buildings and recreation facilities, as well as urban master planning. We would love to see the City of Fayetteville achieve a first-class aquatic center like the ones we designed for the City of Clarksville and the City of Ozark. I would be happy to arrange a tour of those facilities if it is beneficial at some time.

From experience, we know the most successful projects happen when the entire project team works closely together to deeply understand, clearly define, and fully realize the needs, goals, and values of the client and all of their stakeholders. We are dedicated to fostering that kind of project-first approach with the City. We will commit the expertise and time your project deserves to realize its full potential, including principal-level involvement through all phases of any project. We will promote communication and collaboration among our project team and each of the City's representatives.

We are confident our project experience, approach, and familiarity with the City of Fayetteville makes our team an exceptional candidate. We value the relationships we have with the City and look forward to continuing to work together to achieve terrific results.

Respectfully,



Audy G. Lack, AIA, LEED™ AP - Principal

The background of the page is a faded photograph of a park. In the foreground, a paved path with yellow dashed lines runs diagonally from the bottom left towards the center. A person in a white shirt and dark pants is walking away from the camera on the path. To the right of the path is a grassy area and a body of water, possibly a lake or a large pond. Several trees with bare branches are scattered throughout the scene, and some houses are visible in the distance under a clear sky.

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Executive Summary

1

Miller Boskus Lack Architects, P.A.

Executive Summary

THE DESIGN TEAM OF MILLER BOSKUS LACK ARCHITECTS IS ASSEMBLED TO PROVIDE THE BEST POSSIBLE ARCHITECTURAL PRODUCT FOR THE CITY OF FAYETTEVILLE. WE WILL HAND-PICK OUR BEST STAFF WITH SPECIFIC RELEVANT EXPERIENCE RELATED TO ANY PROJECT. TO INSURE WE ARE ABLE TO BRING YOU THE HIGHEST AND BEST KNOWLEDGE IN THE INDUSTRY, WE WILL ENGAGE CONSULTING ARCHITECTS OR ENGINEERS WHEN NECESSARY. OUR TEAM IS AVAILABLE, COMMITTED AND READY TO START.



First-time visitors are in for a treat! Immersed in the breathtaking beauty of the Ozarks, Fayetteville is the entertainment capital of Northwest Arkansas, with its thriving arts scene, legendary live music and nightlife, culinary treasures and endless events and attractions for all ages.

Our community prides itself on being inclusive and supporting all things "local." From Razorbacks games to the Farmers' Market to First Thursday on the Historic Downtown Square, we welcome you to join in on the fun.

ExperienceFayetteville.com 2017



PROJECT APPROACH

Workload - Our team has an established track record of meeting schedules, with well-defined project and business management systems. Miller Boskus Lack Architects is a well established practice in the community with ample resources and staff to complete any project the City requires.

Diversity of Experience - We bring a strong portfolio of diverse projects to our proposal for the City of Fayetteville. We have extensive work for the private sector and various municipalities, both regionally and nationally. This specific project experience will help us move your projects forward to a higher level of design and function than ever thought possible.

Communication = The Foundation for Design - At the heart of our methodology is the belief that good design is a direct representation of the buildings owners and users. As a work of art, a building should convey a message about the stakeholders involved. We believe the best pathway to a successful project is strong, organized communication and an interactive design process. We propose any project start with a Project Start-Up Meeting with all stakeholders present. We have extensive experience facilitating these meetings and have found this to be a great way to understand the project goals before we start designing. It is a lot easier to get to where we want to be if we start the journey in the right direction.

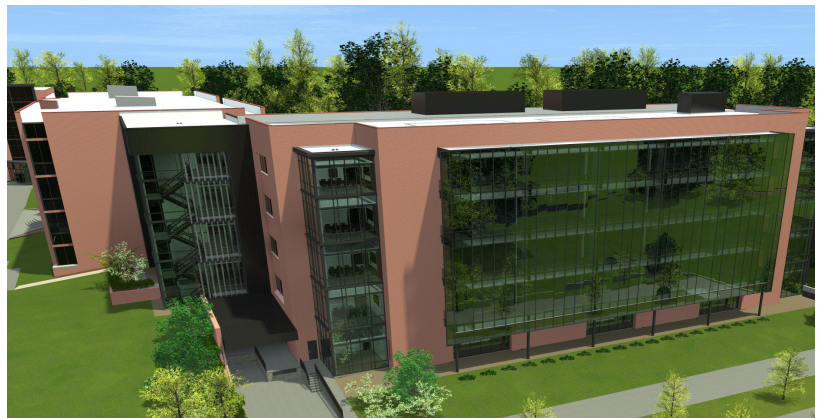
Miller Boskus Lack Architects, P.A.

BIM and THREE DIMENSIONAL VISUALIZATION - Our design team works three dimensionally from conceptualization through construction drawings. This enables us to present our design ideas in easy to understand three-dimensional images. We will present three-dimensional images throughout the project to update the administration and the community.

CONSTRUCTION DOCUMENTS AND BIDDING - Our live model not only allows for owner design reviews, but also enables our team to carefully coordinate our construction documents prior to bidding the project. Our team utilizes this tool to prepare detailed plans and specifications for the bidding process, and for review by state and local agencies.

CONSTRUCTION ADMINISTRATION - Our local team is nestled in the center of this great city. This will allow us to be on site often and quickly when needed. We have overseen construction of millions of square feet of space throughout Northwest Arkansas and our reputation for providing excellence in design and construction administration is outstanding.

SUCCESS - We have been a part of the growth of Northwest Arkansas and the City of Fayetteville. We have successfully designed large projects on time and within budget on the campus' of Northwest Arkansas' largest employers such as Walmart, J.B. Hunt and the University of Arkansas. We feel very fortunate to have built many great relationships in the City. We look forward to a great feeling of success when you move into a building you love and one which enhances your mission.





Required Documents

2

City of Fayetteville
RFQ 19-01, Engineering and Architectural Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Miller Boskus Lack Architects, P.A.

NUMBER OF YEARS IN BUSINESS: 20 HOW LONG IN PRESENT LOCATION: 13

TOTAL NUMBER OF CURRENT EMPLOYEES: 14 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 14 FULL TIME _____ PART TIME _____

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. J.B. Hunt Transport Services

COMPANY NAME

Lowell, Arkansas 72745

CITY, STATE, ZIP

Brad Jester

CONTACT PERSON

479-820-8975

TELEPHONE

479-820-3119

FAX NUMBER

Brad_Jester@JBHunt.com

E-MAIL ADDRESS

2. Fellowship Bible Church of NWA

COMPANY NAME

Rogers, Arkansas 72756

CITY, STATE, ZIP

John Marquette

CONTACT PERSON

479-659-3611

TELEPHONE

FAX NUMBER

jomarquette@fellowshipnwa.org

E-MAIL ADDRESS

3. University of Arkansas - Fayetteville

COMPANY NAME

Fayetteville, Arkansas 72701

CITY, STATE, ZIP

Jay Huneycutt

CONTACT PERSON

479-575-3851

TELEPHONE

479-575-7284

FAX NUMBER

hjhuney@uark.edu

E-MAIL ADDRESS

4. City of Clarksville

COMPANY NAME

Clarksville, Arkansas 72830

CITY, STATE, ZIP

Tom Cogan

CONTACT PERSON

479-754-6486

TELEPHONE

479-754-4052

FAX NUMBER

cogan.tom@gmail.com

E-MAIL ADDRESS

City of Fayetteville
RFQ 19-01, Engineering and Architectural Services
SECTION C: Signature Submittal

1. Disclosure Information

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

 X 2) RELATIONSHIP EXISTS (Please explain): Employee Matt Hoffman - City Planning Commission

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. Additional Information

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Name of Firm: Miller Boskus Lack Architects, P.A.


Name of Primary Contact: Audy G. Lack

Title of Primary Contact: Principal

Phone#1 (cell preferred): 479-841-4156 Phone#2: 479-443-7121

E-Mail Address: audy@mbi-arch.com

3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFQ documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	 Audy G. Lack	1-11-2019

4. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

5. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: Audy G. Lack

COMPANY: Miller Boskus Lack Architects, P.A.

PHYSICAL ADDRESS: 2397 N. Green Acres Road, Fayetteville, Arkansas 72703

MAILING ADDRESS: 2397 N. Green Acres Road, Fayetteville, Arkansas 72703

PHONE: 479-443-7121 FAX: _____

E-MAIL: audy@mbi-arch.com

Signed by :

SIGNATURE: 

PRINTED NAME : Audy G. Lack

TITLE: Principal

DATE: 1-23-2019

City of Fayetteville**RFQ 19-01, Engineering and Architectural Services****SECTION E: 2019 Annual Statement of Qualifications Summary Form**

ATTENTION: This form shall be completed and returned with EACH SUBMITTED Statement of Qualification. The City will utilize the selection marked by each firm to correspond with the scope of work for each project.

NAME OF FIRM: Miller Boskus Lack Architects, P.A.

SUMMARY STATEMENT:

Proposer should provide summary information on this form by checking the areas of expertise based on experience and qualifications.

This form must be completed and returned in order for your proposal to be eligible for consideration.

<input checked="" type="checkbox"/>	Airport	<input type="checkbox"/>	Parks: Strategic Planning
<input checked="" type="checkbox"/>	Architecture	<input type="checkbox"/>	Parks: Campground Planning
<input type="checkbox"/>	Bridges	<input type="checkbox"/>	Parks: Land Dedication Fees Consultant
<input type="checkbox"/>	Civil/Structural Design	<input type="checkbox"/>	Parks: Aquatics Consultant
<input type="checkbox"/>	Construction Management	<input type="checkbox"/>	Storm Water Management
<input type="checkbox"/>	Drainage Design, Analysis, & Planning	<input type="checkbox"/>	Street Intersection Improvements/Design
<input type="checkbox"/>	Electrical	<input checked="" type="checkbox"/>	Structural Design
<input type="checkbox"/>	Environmental Analysis, Remediation, & Permitting	<input checked="" type="checkbox"/>	Structural Design: Emph in Fire Stations
<input type="checkbox"/>	Environmental Water Services	<input checked="" type="checkbox"/>	Structural Design: Emph in Police Stations
<input type="checkbox"/>	Floodplain Services	<input type="checkbox"/>	Surveying
<input type="checkbox"/>	GIS Mapping	<input checked="" type="checkbox"/>	Sustainability Design
<input type="checkbox"/>	Geotechnical Engineering	<input type="checkbox"/>	Testing Services: Soil/Materials
<input type="checkbox"/>	Hydraulics	<input type="checkbox"/>	Traffic Studies
<input type="checkbox"/>	Hydrology	<input checked="" type="checkbox"/>	Value Engineering
<input checked="" type="checkbox"/>	Interior Design	<input type="checkbox"/>	Wastewater Design
<input type="checkbox"/>	Landscape Architecture	<input type="checkbox"/>	Wastewater Management
<input checked="" type="checkbox"/>	Master Planning: City/Government	<input type="checkbox"/>	Wastewater Modeling
<input type="checkbox"/>	Master Planning: Parks	<input type="checkbox"/>	Wastewater Rate Studies
<input type="checkbox"/>	Master Planning: Streets	<input type="checkbox"/>	Wastewater SSES
<input type="checkbox"/>	Master Planning: Wastewater	<input type="checkbox"/>	Water Rate Studies
<input type="checkbox"/>	Master Planning: Water	<input type="checkbox"/>	Water Design
<input type="checkbox"/>	Mechanical	<input type="checkbox"/>	Water Management
<input type="checkbox"/>	Natural Resource Planning	<input type="checkbox"/>	Water Modeling:
<input checked="" type="checkbox"/>	Parking Decks	<input type="checkbox"/>	Water Quality Monitoring
<input checked="" type="checkbox"/>	Parking Decks with mixed use	<input type="checkbox"/>	Wetlands

_____ Other:

_____ **X** Other: **Urban Planning**

_____ Other:

_____ Other:

2.) PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR STATEMENT OF QUALIFICATIONS:

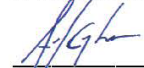
- a) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true;

Miller Boskus Lack Architects, P.A.

Name of Firm

Audy G. Lack

Printed Name



Signature

Principal

Title

1-23-2019

Date



Firm Profile

3

Miller Boskus Lack Architects, P.A.

Firm Profile

Our firm was founded by three principals, Steven B. Miller, Roger A. Boskus and Audy G. Lack. Miller Boskus Lack is the descendant of a 65-year old firm originating in 1954.

We operate under the principle that service to the client is the foundation of architecture and interior design. A crucial aspect of our job is determining the client's needs and desires and translating them into a cost effective and enduring design solution.

The firm has established an excellent reputation with owners and contractors across the country while designing buildings of many divergent types and complexity levels. Projects designed by the firm include: educational facilities, commercial buildings, healthcare facilities, mission critical facilities, shopping centers, restaurants, churches, industrial buildings, and exclusive custom residences.

Our staff includes 8 architects (4 LEED™ AP), 2 intern architect, 2 CAD draftsmen, 1 office manager and 1 administrative assistant.

Additionally, Miller Boskus Lack has the most advanced computerized design and drafting system available today. All architectural design, presentation and construction documents are prepared in 3-dimensional form, (building information modeling), using the most current software and equipment. We are completely AutoCAD and Windows compatible. We also enjoy the benefits of web-based communications and management.

Miller Boskus Lack Architects, P.A. offers a full range of interior design services. Our services include space planning, furniture selection and arrangement, material color selections and retail merchandising displays.

Our firm has performed interior design services for healthcare facilities, corporate offices, restaurants and retail displays. Some examples of our work include Shogun Steakhouse of Japan, The River Grille, Nelms Auto Park (now Fayetteville Auto Park), Northwest Arkansas Business Center, JB Hunt Corporate Offices and Beau Terre Office Park.

+ ARCHITECTURE	COMPLETE ARCHITECTURAL SERVICES	+ PLANNING	SITE SELECTION AND EVALUATION	+ INTERIOR DESIGN	INTERIOR SPACE PLANNING
	FACILITIES ASSESSMENTS		MASTER PLANNING		INTERIOR DESIGN SERVICES
	SCHEMATIC FACILITY PLANNING				
	FULL COLOR ARCHITECTURAL PRESENTATIONS				
	BUILDING INFORMATION MODELING				
	3-D COMPUTER GENERATED PRESENTATIONS				
	COMPUTER FACILITY DOCUMENTATION				
	SCALE MODEL BUILDING				
	LEED™ CERTIFICATION SERVICES				



+ CONTACT Audy Lack audy@mbi-arch.com



Miller Boskus Lack Architects, P.A.

Miller Boskus Lack has a long history of sustainable and environmental design and fully embraces LEED™ certification as a way to promote and showcase our client's commitment towards a healthy environment. Miller Boskus Lack offers full design, coordination, and documentation services associated with achieving LEED™ Certification.

Our firm endeavors to balance environmental accountability, resource efficiency, occupant well-being and comfort, and community sensitivity in every design. We have a long history of implementing “green” practices. Green design starts with efficient and sensitive use of site, encompasses building and building system design, is embodied in interior finishes, and comes to fruition in day-to-day building operations. During each step of the process, we strive to satisfy the client's needs while providing the “greenest” solution possible.

MBL realizes the need to help visualize design intent to our clients. We can provide expert illustration services to meet your marketing and design needs. MBL provides cutting edge Design and Marketing Interactive Tools, such as 360 Panoramas and Animation Virtual Tours. With an extensive amount of detail, MBL provides renderings that meet your exact specifications. We can take an existing computer model the client currently has and import it into our software or we can work from your sketches to develop a model for renderings or animations. Renderings can be provided in a variety of file formats such as psd, tif, eps, jpg. Animations can be provided in mov, avi, wmv, ipod, iphone formats. All of the information can be transformed into a full-featured DVD which can be viewed on any DVD compatible device. There is no denying the impact of a visually striking, high quality computer animation or rendering. In competing for contracts, working on projects, or informing current clients on a facility's progress, you can make a statement about your company when utilizing the latest trends in CAD technology.

Building Information Modeling (BIM) is the process of generating and managing building data during its life cycle. Typically, it uses three-dimensional, real-time, dynamic building modeling software to increase productivity in building design and construction. The process produces the Building Information Model (BIM), which encompasses building geometry, spatial relationships, geographic information and quantities and properties of building components. MBL also utilizes the latest technology in EcoDesign. This allows MBL to perform quick energy evaluation of our design. The Building Energy Evaluation Report provides instant design feedback by providing information on the energy efficiency of the building and the applied structures, the yearly energy consumption, carbon footprint and monthly energy balance of the project. This is done early during the design phase which helps MBL optimize the design by understanding the energy performance implications of our design alternatives, thus allowing for a more sustainable building for our clients. Using the latest in BIM technology, MBL can also provide high-end rendering and animations for marketing, color and material selections or just to convey the design content.





Project Experience

4

Miller Boskus Lack Architects, P.A.

REPRESENTATIVE ON-CALL CLIENTS



Brough Remodel - Starbucks
University of Arkansas - Fayetteville



Fountain Plaza Office | Retail
- photo



Fellowship Bible Church
Fayetteville, Arkansas
- Liam Frederick Photo



Country Club Plaza - Retail Center
Collier's International - Rogers, Arkansas
- Liam Frederick photo



Office Interior
Park Centre - Fayetteville



J.B. Hunt Maintenance Facility
- prototype

JB Hunt Transport

University of Arkansas | Facilities Management

Beau Terre Office Park

Park Centre Office & Retail

Fountain Plaza Office & Retail

Collier's International

Golden Ventures

Fellowship Bible Church of Northwest Arkansas

Moberly Professional Park

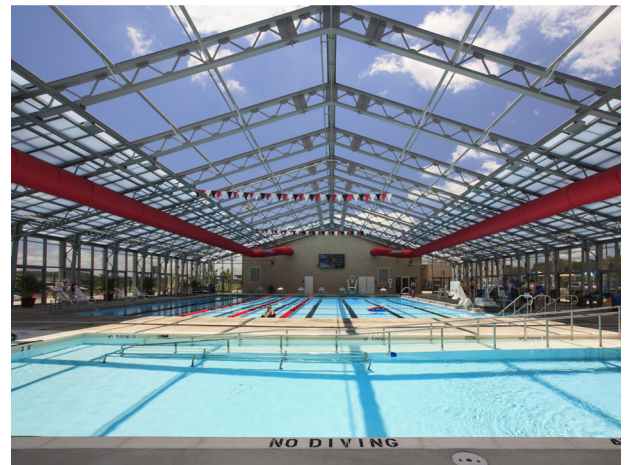
Miller Boskus Lack Architects, P.A.



Springdale Fire Stations
Springdale, Arkansas



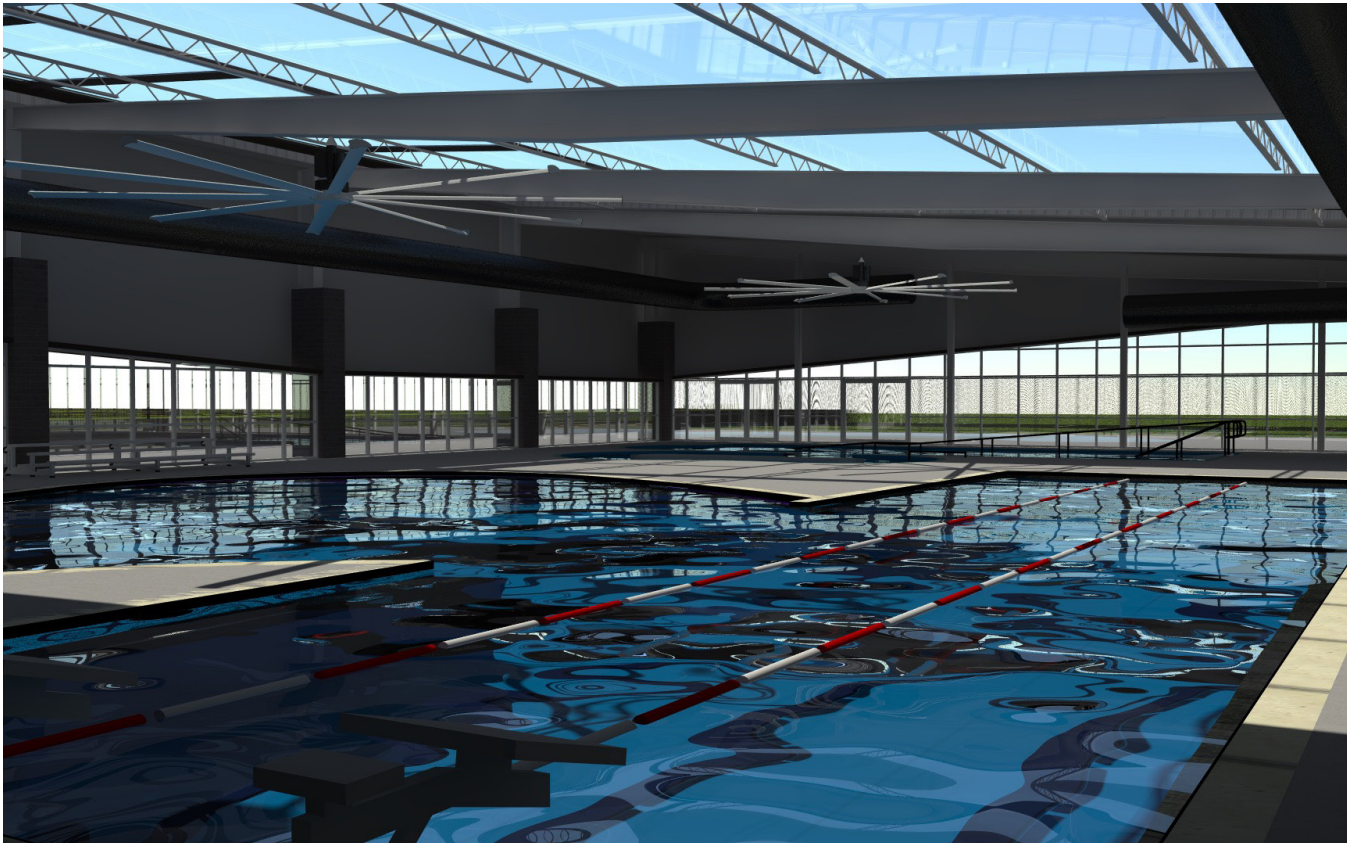
Miller Boskus Lack Architects, P.A.

Clarksville Aquatic Center
Clarksville, Arkansas

The City of Clarksville, Arkansas Parks and Recreation Division has committed considerable effort and resources to community recreation facilities. The new state-of-the-art Aquatic Center offers a year around indoor / outdoor water park for the enjoyment of Clarksville and the surrounding communities. The indoor therapy pool is a big hit with the Senior Citizen crowd as well as the local Physical Therapy Providers. The eight lane twenty-five yard, competition grade, lap pool will serve several local swim teams and many lap swimmers, but will also be used for swim lessons and general recreation. With the retractable roof of the glass enclosed pool area, the environment can adapt to use in any season. The outdoor water park is enlivened with spray, play, and splash features to thrill children of all ages. Visitors can enjoy watching swim meets or having birthday parties in the glass enclosed second level above the concession / locker room area.



Miller Boskus Lack Architects, P.A.



Ozark Community Center
Ozark, Arkansas



Miller Boskus Lack Architects, P.A.



Walton Life Fitness Center Bentonville, Arkansas

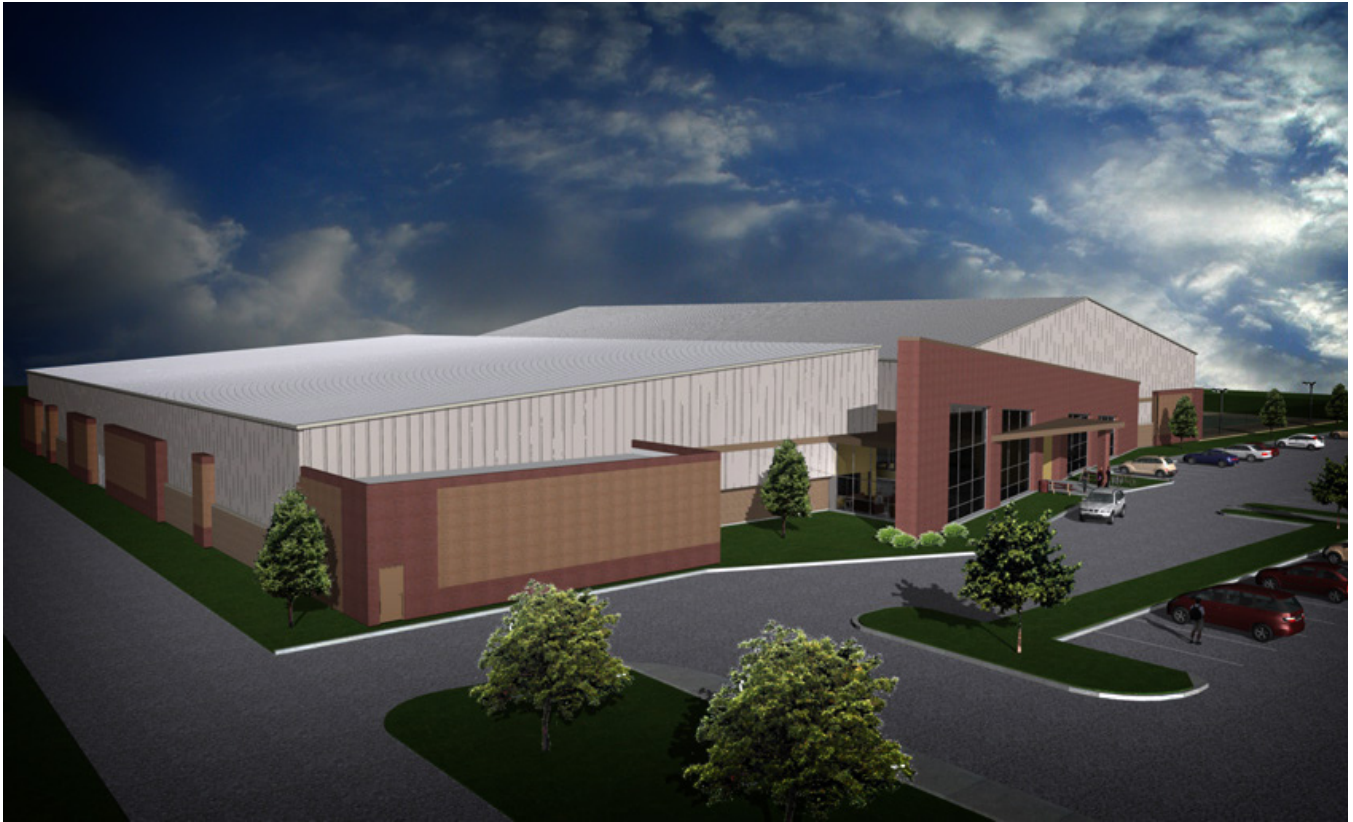
Miller Boskus Lack worked with a corporate client to create an impressive fitness center complex, planned for three phases of construction.

The first phase of the complex is an addition and renovation to a 21,000 sq. ft. weight facility. An additional 2,500 sq. ft. was added to the current fitness space. A mezzanine provides a walking track that overlooks an existing pool and fitness area.

The new pool facility completes the second phase of the complex. The first level, 34,000 sq. ft, houses the new 10-lane tournament pool, a classroom, four racquetball courts, a squash court and locker rooms. A second level, 20,000 sq. ft., houses three classrooms, a pool viewing area and a spin room.

The final component of the complex is the new tennis facility, 63,000 sq. ft., which includes a mezzanine for spectators to watch tournaments on the six indoor and six outdoor courts.

Miller Boskus Lack Architects, P.A.



Bentonville CATS - center for aquatics + tennis + soccer Bentonville, Arkansas

Miller Boskus Lack Architects provided site selection, planning and design services for a public/private partnership to develop a new Swim, Tennis and Soccer facility for Bentonville Schools. The facility will be owned and operated by the school system and functions as an after-school community center facility.

Proposed facilities will include four indoor and eight outdoor tennis courts, offices, multi-purpose rooms, dance studios, indoor competitive swimming, and indoor soccer. This facility will provide a first-class, competition-grade sports venue for both the school system and the community.

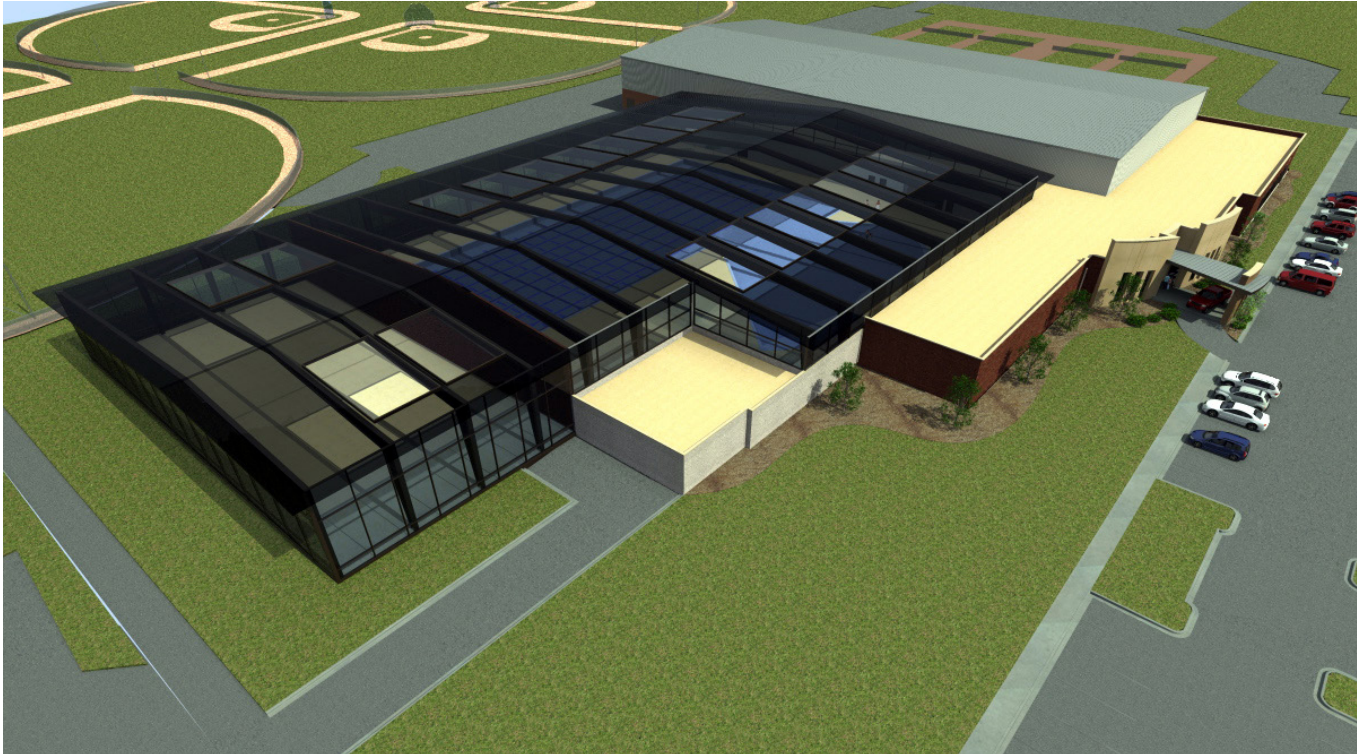
Miller Boskus Lack Architects, P.A.



Altitude Trampoline Park
Fayetteville, Arkansas



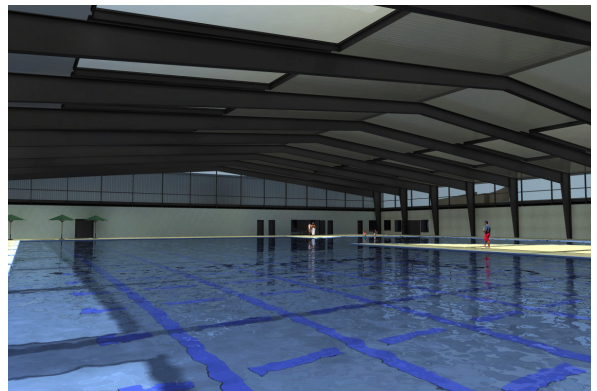
Miller Boskus Lack Architects, P.A.



Memorial Park Pool Renovations Bentonville, Arkansas

Over the course of several years and in conjunction with the Wal-Mart Swim Team, Miller Boskus Lack Architects has developed schematic plans and renderings for improvements at the Melvin Ford Aquatic Center at Memorial Park in Bentonville, AR. The existing facility, constructed in 1991, has been the subject of multiple studies and analyses since the mid- 90's. The aging facility is in need of upgrades to respond to the growing demand for a profitable, inviting community facility and a competitive arena that could be a draw for state and regional swimming events.

Current analysis of the Aquatic facility suggests refurbishment of the existing pool and diving well and upgrading the pump and sanitation system are past due. Reconstructing the changing, restroom, and locker facilities; and adding a new pro-shop, concession stand, offices, and multi-purpose rooms would respond to spatial needs visual appeal of the facility. At the same time, an attractive year-round glass pool enclosure with retractable walls and skylights would be added to extend the useful operation of the pool. Parking would be overhauled, and adjacent tennis facilities would be upgraded and added as community need directs. The end result would be a profitable year-round community facility that responds to regional needs for athletic space, competitive venue, community access (possibly including Red Cross training and physical therapy) and family activity.



Miller Boskus Lack Architects, P.A.



Climb Bentonville
Bentonville, Arkansas



Miller Boskus Lack Architects, P.A.



Fellowship Bible Church
Fayetteville, Arkansas



Miller Boskus Lack Architects, P.A.

LEED™ GOLD CERTIFIED



Classroom & Lab Building | U of A Campus Fayetteville, Arkansas

Miller Boskus Lack Architects, P.A. in association with SmithGroupJJR, has completed the new General Classroom and Teaching Lab Building on the University of Arkansas campus in Fayetteville, Arkansas, otherwise known as Champions Hall. This 62,000 sq.ft. building houses teaching laboratories for Biological Sciences, Classrooms and a Math Resources Tutoring Center. The new facility is located on the corner of Dickson and Duncan Avenue.



Miller Boskus Lack Architects, P.A.

LEED™ GOLD CERTIFIED



Waterside Business Center Fayetteville, Arkansas

The Waterside Business Center Building utilizes a sloping site to accommodate a remarkable three-story view towards Lake Fayetteville. This private, progressive, diverse, and growing company called for flexible spaces with future changes built in, a cozy company kitchen that can also accommodate meals for large groups, a multi-purpose and multi-functional great room, state-of-the-art conference and viewing rooms, exceptional occupant comfort, and environmental sensitivity. The Waterside building has been carefully integrated into the site and designed with LEED™ Silver Certification in mind. The new facility will provide bicycle storage, showers, stormwater management, cool room systems, water efficient landscaping, energy star-rated equipment, locally manufactured building products, and recycled materials. Each workstation has natural daylighting and ventilation to assure excellent indoor environmental quality and occupant comfort.



Miller Boskus Lack Architects, P.A.

Bordinos
Fayetteville, Arkansas

The design of the Bordino's Building is a two-story in-fill project filling the entire site from edge to edge. As you drive down Dickson Street from College Avenue, the round canted glass entry expresses the dynamic nature of the patrons and fare. The first level is Bordinos, a 6,500 sq. ft. restaurant and bar. The bar fronting Dickson Street has French doors at one end opening to a small balcony, further connecting the bar to the street allowing live jazz music to escape the space. Centralized, to control natural light, the dining rooms are primarily lit from the ambient light spilling from light boxes which contain artifacts expressing the past, present and future of the locale to create the dark and romantic atmosphere desired. An 890 sq. ft. basement level of the original building on the site was preserved for additional storage and wine cellar space, boasting one of the largest wine selections in the state. The 6,000 sq. ft. second level has private dining/conference areas, suites, and office/lease space which open to covered balconies that overlook Dickson Street and Campbell Avenue further interjecting life to these streets and downtown area.



Miller Boskus Lack Architects, P.A.



After Renovation and Expansion



Before Renovation and Expansion

Elkins Public Library Elkins, Arkansas

The building for the newly designed Elkins Public Library has had a long and interesting life, and it has now been reborn into a cultural center for the small community. Starting off decades ago as a garage, the 2000 square foot building was constructed to be just that. When the city moved in years later to use the building for their offices, many problems quickly came to attention. So, when the public library decided to renovate and build an addition, it was imperative that these problems be corrected. The library chose this location for several reasons. Not only did they have sustainability in mind when they decided to recycle this old structure, but the building is situated directly between the Elkins School District and the Community Center. It will now act as an afternoon hangout, keeping students engaged in an educational environment even after they leave the classroom.

The design intent was to create a project that would bring jobs to local craftsman during a tough economic climate, as well as create a space that could be used at any time for community gatherings and functions. Almost all of the existing structure was kept in tact, and a 2000 square foot vaulted stack space was added to the east side. The design utilizes large expanses of windows and skylights to flood the space with natural light, cutting down on energy costs. The new library will house 15,000 books, with room to expand.

Miller Boskus Lack Architects, P.A.

AIA MERIT AWARD



Brough Remodel - Starbucks | U of A Campus
Fayetteville, Arkansas





Resumes & Eligibility

5

Miller Boskus Lack Architects, P.A.



Audy G. Lack, III, AIA
Principal - LEED™ AP

Education:

- Bachelor of Architecture/1991/
University of Arkansas/
Fayetteville, Arkansas
- Summer Design Studio/1991/
Cooperative Education Program/
Massachusetts Institute of Technology/
Cambridge, Massachusetts

Professional Registrations:

- Registered Architect:
Arkansas/Illinois/Kansas/Louisiana
Mississippi/Missouri/New Mexico
Ohio/Tennessee/Texas/Wisconsin

Professional Affiliations:

- American Institute of Architects
- National Council of Architecture
Registration Board
- Urban Land Institute
- United States Green Building Council

Community Service:

- Planning Commission/City of
Fayetteville, Arkansas, 2005 - 2011
Chair 2009 - 2011
- Chair - Downtown Development
District Architectural Standards
Creation Committee
- Executive Board/Christian Life
Cathedral/Fayetteville, Arkansas



Fellowship Bible Church of Northwest Arkansas
Fayetteville, Arkansas



Adventure Subaru
Fayetteville, Arkansas

Professional Background:

- Partner, Miller Boskus Lack Architects, Fayetteville, Arkansas - July 1998 to Present
- Project Manager, Hiegel-Miller Architects, Springdale, Arkansas - 1996 - July 1998
- Designer/Project Manager, Perry L. Butcher and Associates Architects, Rogers, Arkansas, 1993
- Project Manager, The Helms Group Architects, Rogers, Arkansas, 1992

Project Experience:

Commercial:

- Springdale Fire Stations #7 and #8, Springdale, Arkansas
- Bentonville Brewing, Bentonville, Arkansas
- Ozark Community Center, Police Station & Fire Station, Ozark, Arkansas
- Arvest Data Center, Lowell, Arkansas
- Mt. Sequoyah Clapp Renovation, Fayetteville, Arkansas
- FPEC Addition, Springdale, Arkansas
- Climb Bentonville, Bentonville, Arkansas
- Metro Market Plaza, Bentonville, Arkansas
- Sunrise Guitars, Fayetteville, Arkansas
- Adventure Subaru, Fayetteville, Arkansas
- NanoMech Expansion, Springdale, Arkansas
- Springdale Airport Renovations, Springdale, Arkansas
- Tier IV Data Center Additions and Renovations, Arkansas
- Tier IV Data Center Additions and Renovations, Missouri
- Clarksville Aquatic Facility, Clarksville, Arkansas
- Bentonville CATS Aquatic Facility, Bentonville, Arkansas
- Shoppes at the Mill Retail Center, Johnson, Arkansas
- Premier Plaza, Fayetteville, Arkansas
- Arvest Bank, Tontitown Branch, Tontitown, Arkansas
- Arvest Bank, Emma Branch Renovations, Springdale, Arkansas
- Arvest Bank, Springdale South Branch Renovation, Springdale, Arkansas
- Frank Fletcher Honda, Bentonville, Arkansas
- Frank Fletcher Chevrolet, Springdale, Arkansas
- Wal-Mart, Sam's Main Office Remodel, Bentonville, Arkansas
- Wal-Mart Office Addition #2, Bentonville, Arkansas
- Wal-Mart Sam's Annex Office Addition, Bentonville, Arkansas
- Wal-Mart Fitness Center Expansion, Bentonville, Arkansas
- New Aquatic Facilities, New Tennis and Racquetball Facilities, Weight Room Addition
- Wal-Mart Sam Walton Development Complex Renovation, Bentonville, Arkansas
- Wal-Mart Home Office Expansion, Bentonville, Arkansas
- Wal-Mart Star Complex, Anderson, Missouri
- Transplace Office Building and Data Center, Lowell, Arkansas
- Northwest Arkansas Business Center, Lowell, Arkansas
- Nelms Honda, Fayetteville, Arkansas
- Nelms Lincoln-Mercury, Fayetteville, Arkansas
- Nelms Acura, Fayetteville, Arkansas
- Nelms Chevrolet, Fayetteville, Arkansas
- Nelms Site Planning, Fayetteville, Arkansas
- Nelms Used Cars, Fayetteville, Arkansas
- Nelms Body Shop, Fayetteville, Arkansas
- Denny's Restaurant, Springdale, Arkansas
- Denny's Restaurant, Fayetteville, Arkansas

Master Planning:

- Mt. Sequoyah Master Plan, Fayetteville, Arkansas
- Northwest Arkansas Business Center, Lowell, Arkansas
- Lincoln Public Schools, Lincoln, Arkansas
- Gospel Light Baptist Church, Hot Springs, Arkansas

Religious:

- Wesley Foundation, University of Arkansas Campus, Fayetteville, Arkansas
- Fellowship Bible Church of Northwest Arkansas, Fayetteville, Arkansas
- Westside Church of Christ, Springdale, Arkansas
- St. Luke Missionary Baptist Church, North Little Rock, Arkansas
- Central United Methodist Church, Fayetteville, Arkansas
- First Baptist Church, Fayetteville, Arkansas
- Keypoint Church, Springdale, Arkansas
- Revival Temple, Walker, Louisiana
- South Baton Rouge Church of Christ, Baton Rouge, Louisiana
- Gospel Light Baptist Church, Rio Rancho, New Mexico
- Rogers Christian Church New Sanctuary and Multipurpose Building, Rogers, Arkansas
- Christian Life Cathedral Chapel, New Office Building, Youth Building and Interior Renovations, Fayetteville, Arkansas
- Faith Free Will Baptist Church Addition, Springdale, Arkansas

Educational:

- University of Arkansas HPER Spin Room, Fayetteville, Arkansas
- University of Arkansas NIH Grant Proposals, Fayetteville, Arkansas
- University of Arkansas Fieldhouse Renovation Study, Fayetteville
- University of Arkansas Jean Tyson Child Development Research Center, Fayetteville, Arkansas
- Lincoln Schools Elementary Addition/Renovation, Lincoln, Arkansas
- Lincoln Schools P.E. Gymnasium, Lincoln, Arkansas
- Lincoln Schools Middle School/High School Classroom Building, Lincoln, Arkansas
- Amber Manor Care Center Addition and Renovations, Petersburg, Indiana
- Riverbend Healthcare Addition and Remodel, Fort Wayne, Indiana

Miller Boskus Lack Architects, P.A.



Roger A. Boskus II, AIA
Principal

Education:

- Bachelor of Architecture 1993
University of Arkansas
Fayetteville, Arkansas;
- Study Abroad Rome Design Studio
1992 Rome, Italy

Professional Registrations:

- Registered Architect:
Alabama/Arkansas/Colorado
Florida/Georgia/Indiana/Kentucky
Louisiana/Michigan/Nebraska
North Carolina/Oklahoma
Pennsylvania/South Dakota

Professional Affiliations:

- American Institute of Architects
- National Council of Architecture
Registration Board

Community Service:

- University of Arkansas School of
Architecture Advisory Board
- University of Arkansas Volunteer
Coach for Intramural Water Ski Team
- Restore Humanity Board Member

Lectures/Seminars:

- 2007 Geriatric Services Conference
and Fair: Design Trends in Senior Care
- 2008 Schmieding Center Conference:
Options in Senior Care--Universal
Design Panel Member



Shogun Restaurant
Fayetteville, Arkansas



Champions Hall
University of Arkansas
Fayetteville, Arkansas

Professional Background:

- Partner, Miller Boskus Lack Architects, Fayetteville, Arkansas - July 1998 to Present
- Architect, Hiegel-Miller Architects, Springdale, Arkansas - 1996 - July 1998
- Designer/Project Manager, The Fletcher Firm, Little Rock, Arkansas - 1995 - 1996
- Designer/Project Manager, Polk Stanley Saunders & Associates, Little Rock, Arkansas - 1993 - 1995

Project Experience:

Commercial:

- J.B. Hunt Technology & Training Center, Lowell, Arkansas
- Altitude Trampoline Park, Fayetteville, Arkansas
- Country Club Plaza, Rogers, Arkansas
- BioTech, Fayetteville, Arkansas
- J.B. Hunt West Tower, Lowell, Arkansas
- Pandora's Box, Liquor Store, Springdale, Arkansas
- Iron Hand Liquor, Tontitown, Arkansas
- City of Springdale Fire Station Relocations, Springdale, Arkansas
- Elkins Public Library, Elkins, Arkansas
- Park Centre Office and Retail, Fayetteville, Arkansas
- Waterside Business Center, Fayetteville, Arkansas
- CEI Office Expansion, Bentonville, Arkansas
- J.B. Hunt Corporate Expansion, Lowell, Arkansas
- Brass Eagle Headquarters, Bentonville, Arkansas
- J.B. Hunt Computer Center, Lowell, Arkansas
- Evelyn Hills Renovation & New Retail Building, Fayetteville, Arkansas
- 718 Office Building, Springdale, Arkansas
- 412 East Office Building, Springdale, Arkansas
- Elkins City Administration Building, Elkins, Arkansas
- West End Office, Springdale, Arkansas
- Dickson Street Multi-Use Building, Fayetteville, Arkansas
- Brass Eagle Outlet Mall, West Point, Mississippi

Educational:

- Mullins Library Renovation, University of Arkansas, Fayetteville, Arkansas
- Pomfret Dining Hall Renovation, University of Arkansas, Fayetteville, Arkansas
- Library Storage Building, University of Arkansas, Fayetteville, Arkansas
- Champions Hall, University of Arkansas, Fayetteville, Arkansas
- IT Support Building, University of Arkansas, Fayetteville, Arkansas
- Wesley Foundation Student Center, University of Arkansas, Fayetteville, Arkansas
- Batesville Schools, Batesville, Arkansas
- Elkins Elementary School, Elkins, Arkansas
- Printing Services and University of Arkansas Press, Fayetteville, Arkansas
- Fayetteville Creative School, Fayetteville, Arkansas
- Donald Reynolds Media Development Center, Springdale, Arkansas
- Bluejacket School Addition, Bluejacket, Oklahoma

Medical:

- Roller Clinic, Fayetteville, Arkansas
- Washington Regional Medical Center, Fayetteville, Arkansas
- Golden Ventures, Fort Smith, Arkansas (Long Term Care Facilities throughout the United States)
- Butterfield Trail Village, Fayetteville, Arkansas
- Rogers Rehabilitation and Living Center Addition and Renovations, Rogers, Arkansas
- Southwest Extended Care Center Addition and Renovations, McComb, Mississippi
- River Hills South Nursing Home Addition and Renovation, Milwaukee, Wisconsin
- Charterhouse of Novi Addition and Renovation, Novi, Michigan
- Charterhouse of Farmington Addition and Renovation, Farmington Hills, Michigan
- Riverview of Ann Arbor Addition and Renovation, Ann Arbor, Michigan

Master Planning:

- St. Raphael's Roman Catholic Church, Springdale, Arkansas
- Woodbury, Fayetteville, Arkansas
- Applegate Hills, Bentonville, Arkansas
- Park Centre, Fayetteville, Arkansas
- Joyce Street Office Park, Fayetteville, Arkansas
- Cortile, Fayetteville, Arkansas
- Timberland, Fayetteville, Arkansas

Religious:

- Cross Church, Fayetteville, Arkansas
- St. Raphael's New Life Community Center, Springdale, Arkansas
- University of Arkansas Wesley Student Center, Fayetteville, Arkansas
- St. Raphael's Catholic Church Renovation, Springdale, Arkansas

Restaurants:

- Fusion 5 Asian Bistro, Fayetteville, Arkansas
- Shogun Restaurant, Fayetteville, Arkansas
- River Grille, Bentonville, Arkansas
- Shogun Steakhouse of Japan, Bentonville, Arkansas
- Bordinos Restaurant, Fayetteville, Arkansas
- Shogun Express, Bentonville, Arkansas
- Beau Terre Restaurant, Bentonville, Arkansas

Residential:

- Garrison Residence, Johnson, Arkansas
- Orlick Residence Addition and Remodel, Keo, Arkansas

Miller Boskus Lack Architects, P.A.

Education:

- Bachelor of Architecture / 2001
University of Arkansas
Fayetteville, Arkansas;
- Study Abroad/Rome Design Studio/
1999/Rome, Italy

Professional Affiliations:

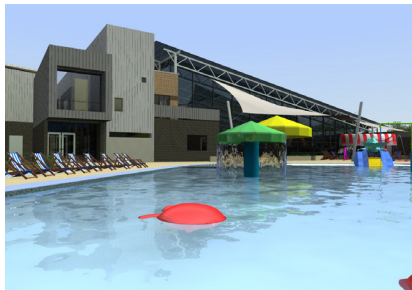
- American Institute of Architects
- National Council of Architecture
Registration Board

Community Service:

- New Heights Church - Children's
Ministry



Adventure Subaru
Fayetteville, Arkansas



Clarksville Aquatic Center
Clarksville, Arkansas



IT Support Building
University of Arkansas
Fayetteville, Arkansas



Greg Walker
Project Architect

Professional Background:

- Project Architect, Miller Boskus Lack Architects, Fayetteville, Arkansas - 2010 to Present
- Project Manager, Miller Boskus Lack Architects, Fayetteville, Arkansas - 2004 to 2010
- Designer/Project Manager, STBP Architects, Baton Rouge, Louisiana - 2003 to 2004
- Designer/Project Manager, Corgan Associates, Inc., Fort Worth, Texas - 2001 to 2002

Project Experience:

Commercial:

- JB Hunt Marketing Building, Lowell, Arkansas
- Springdale Fire Stations #7 and #8
- JB Hunt Technology & Training Building, Lowell, Arkansas
- Country Club Plaza Office & Retail, Rogers, Arkansas
- JB Hunt Campus Expansion, Lowell, Arkansas
- City of Springdale Fire Station Relocations, Springdale, Arkansas
- Clarksville Aquatic Center, Clarksville, Arkansas
- Adventure Subaru, Fayetteville, Arkansas
- NanoMech Expansion, Springdale, Arkansas
- Premier Plaza, Fayetteville, Arkansas
- Iron Hand, Tontitown, Arkansas
- Pandora's Box, Springdale, Arkansas
- JB Hunt Maintenance Facility, Alliance, Texas
- Premier Plaza, Fayetteville, Arkansas
- Shops at Wedington, Fayetteville, Arkansas
- Harris McHaney Office Building, Rogers, Arkansas
- Malco Theater Renovations, Fayetteville, Arkansas
- Promenade Office Building, Rogers, Arkansas
- Walmart Cooling Tower Enclosures, Bentonville, Arkansas
- Sam's Club Re-Image Projects, Bentonville, Arkansas (Various Locations)

Educational:

- Cedar Crest School, Fayetteville, Arkansas
- University of Arkansas Uptown Campus, Fayetteville, Arkansas
- University of Arkansas IT Support Building, Fayetteville, Arkansas

Medical:

- Roller Weight Loss & Advanced Surgery, Fayetteville, Arkansas
- Washington Regional Medical Center Hospice, Fayetteville, Arkansas
- Washington Regional Medical Center Clinic, Springdale, Arkansas
- Washington Regional Medical Center Dialysis, Siloam Springs, Arkansas
- Golden Ventures, Fort Smith, Arkansas (Long Term Care Facilities in Various Locations)

Religious:

- Wesley Foundation, University of Arkansas Campus, Fayetteville, AR
- Fellowship Bible Church of NWA, Fayetteville, Arkansas
- Cross Church, Fayetteville, Arkansas
- St. Luke Missionary Baptist Church, North Little Rock, Arkansas
- First Baptist Church, Fayetteville, Arkansas
- Grace Lutheran Church, Lamar, Arkansas
- Revival Temple, Walker, Louisiana
- South Baton Rouge Church of Christ, Baton Rouge, Louisiana
- Keypoint Church, Springdale, Arkansas

Miller Boskus Lack Architects, P.A.

Education:

- Bachelor of Architecture 2010
University of Arkansas
Fayetteville, Arkansas;
- Urban Design Studio 2009
Roma Tre University
Rome, Italy

Professional Affiliations:

- Associate AIA
American Institute of Architects
- Arkansas APA
American Planning Association
- CNU
Congress for the New Urbanism

Community Service:

- Planning Commission
City of Fayetteville
- Fmr. Chairman, Board of Adjustments
City of Fayetteville
- Executive Director
RVI Percussion Ensemble
- Instructor of Music
Bentonville Public Schools

Lectures / Panels:

- "Livable Cities" Lecture for
Sustainability 2103 Fall 2014
University of Arkansas
- Invited critic: Final Design Review
5th year Studio FJSOA Fall 2013
University of Arkansas
- Invited critic: Mid-Term Design Review
5th year Studio FJSOA Fall 2013
University of Arkansas



Disaster Recovery and Master Plan
Vilonia, Arkansas



A new Town Center For Mayflower
Mayflower, Arkansas



Matt Hoffman, AIA *Director of Urban Design*

Mr. Hoffman is an award winning urban designer, a Planning Commissioner for the City of Fayetteville, and a former Chairman of the City's Board of Adjustments. Through his work at the City, in architecture, and as a Project Designer at the University of Arkansas Community Design Center (UACDC), Hoffman has contributed to several large-scale planning projects. In his time at UACDC, Hoffman played an active role in the education of 5th year students at the Fay Jones School of Architecture and lectured at the Center for Agriculture and Rural Sustainability on the topic of livable cities. His work at UACDC and elsewhere has been recognized by state and national awards from the American Institute of Architects, the Environmental Design Research Association, the American Planning Association, and the Congress for the New Urbanism. In 2015, the Northwest Arkansas Business Journal named Hoffman to the prestigious *Fast 15* list, his profile was featured in a special edition of the publication in May of that year. Mr. Hoffman joined the Miller Boskus Lack team as a Project Manager in the summer of 2015.

Professional Background:

- Project Architect and Urban Design Director, Miller Boskus Lack Architects, Fayetteville, Arkansas - October 2017 to Present
- Project Manager, Miller Boskus Lack Architects, Fayetteville, Arkansas - July 2015 to October 2017
- Project Designer, University of Arkansas Community Design Center, Fayetteville, Arkansas - July 2014 to July 2015
- Designer, David McKee Architect, Fayetteville, Arkansas 2011-2014
- Intern Architect, 3GD Incorporated, Rogers, Arkansas, 2011

Selected Projects:

Planning and Urban Design

- City of Bryan, Texas Planning Services
Bryan, Texas
- City of Bryant, Arkansas Planning Services
Bryant, Arkansas
- El Paso Avenue, Arkansas Tech University
Russellville, Arkansas
- Disaster Recovery and Master Plan:
Vilonia, Arkansas
- Disaster Recovery and Master Plan:
Mayflower, Arkansas
- Conway Urban Watershed Plan:
Conway, Arkansas
- School Avenue Artscape:
Fayetteville, Arkansas
- Fayetteville 2030: Food City Scenario Plan
- 2028 Master Plan Botanical Garden of the Ozarks:
Fayetteville, Arkansas
- Fayetteville 2030: Transit City Scenario Plan
- Macarthur Park District Master Plan:
Little Rock, Arkansas

New Construction, Adaptive Reuse, and Restoration

- 315 Mountain: Downtown Adaptive Reuse. Office, Gallery, and Residence for Sunrise Enterprises
Fayetteville, Arkansas
- Botanical Garden of the Ozarks: Preliminary Design of an Education Pavilion and Visitor Center
Fayetteville, Arkansas
- Enfield House: Renovation of a Fay Jones house for the Walton Family
Bentonville, Arkansas
- Brothers House: Design of a detached addition for Mr. Gary Stoner
Fayetteville, Arkansas
- Sugg House: Preliminary Design for the Renovation of a Fay Jones house
Fayetteville, Arkansas
- Warehouse Apartment: Design of an urban apartment addition for the Berquist family
Fayetteville, Arkansas
- Willow Renovation: Renovation / addition to a 1905 home for the Yeslow family
Fayetteville, Arkansas
- Crescent Hotel: Preliminary Design of a pool / spa addition for an 1886 structure
Eureka Springs, Arkansas
- Booth Residence: Design / Construction of a large single family residence
Fayetteville, Arkansas
- Koehler Residence: Design of a large hillside residence
Fayetteville, Arkansas
- #32 E. 6th: Design of an addition to double the size of a 1941 residence in downtown
Fayetteville, Arkansas

Selected Awards

- 2015 EDRA/Places Award for Place Design, Planning, and Research
Fayetteville 2030: Food City Scenario Plan
- 2015 Alumni Merit Design Award, Fay Jones School of Architecture and Design
315 Mountain, Fayetteville, Arkansas
- 2014 AIA Arkansas Honor Award
315 Mountain, Fayetteville, Arkansas
- 2013 Arkansas American Planning Association Award
Fayetteville 2030: Transit City Scenario Plan
- 2012 Congress for the New Urbanism Honorable Mention
Fayetteville 2030: Transit City Scenario Plan

Miller Boskus Lack Architects, P.A.

ASA HUTCHINSON
GOVERNOR



KINGSLEY JOHNSON GLASGOW
EXECUTIVE DIRECTOR

ARKANSAS STATE BOARD
OF ARCHITECTS, LANDSCAPE ARCHITECTS AND INTERIOR DESIGNERS

certifies that

Miller Boskus & Lack Architects, P.A

is a duly registered corporation and is entitled to practice
architecture in the State of Arkansas for the period of
January 1, 2018 thru January 31, 2019.

2019

In testimony whereof this certificate has been issued
by the authority of this board.

Certificate of Authorization Number: **C185**

This individual registration expires on January 31, 2019.




KINGSLEY JOHNSON GLASGOW
Executive Director

Miller Boskus Lack Architects, P.A.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Little Rock 8315 Cantrell Road, Suite 300 Little Rock AR 72227		CONTACT NAME: Amanda Palmer PHONE (A/C, No, Ext): 501-614-1571 FAX (A/C, No): 501-614-1447 E-MAIL: amanda.palmer@bxsi.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: XL Specialty Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED MILLBOS-01
 Miller Boskus Lack Architects P.A.
 2397 N. Green Acres Road
 Fayetteville AR 72703

COVERAGES

CERTIFICATE NUMBER: 608455987

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9917952	9/14/2018	9/14/2019	Per Occurrence Limit Aggregate Limit \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Proposal Purposes 2397 N Green Acres Road Fayetteville, AR 72703	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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benchmarking study
northwest arkansas
fire station



CITY OF
FAYETTEVILLE
ARKANSAS



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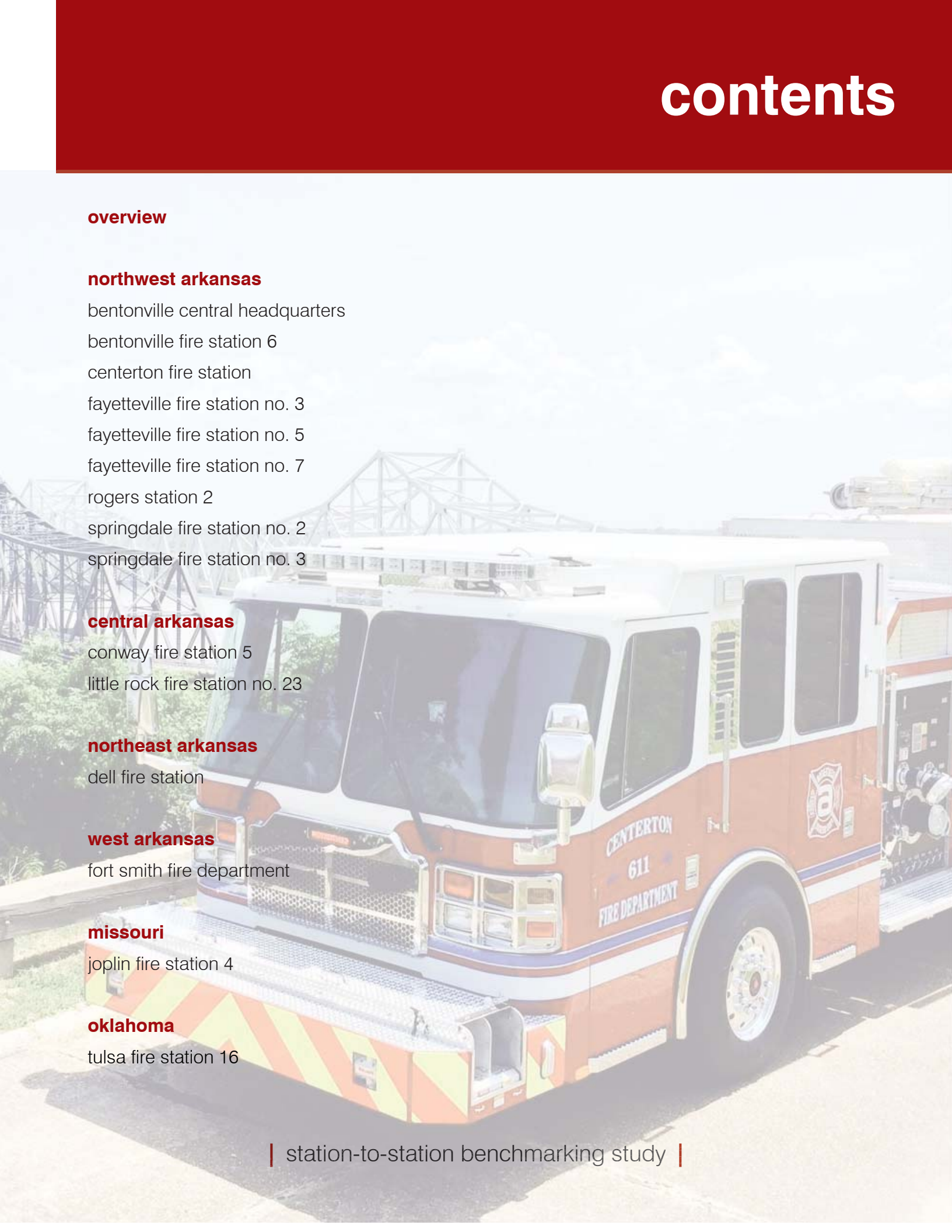
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overview

We've spent weeks gathering the following information so we can ensure the wants, needs, and overall quality of a new fire station in Northwest Arkansas.

Through our research, we found that many fire stations wish they had more space for storage to provide the most efficiency within the station.

As we look at fire stations in our region, we'll think about these questions:

1. Why do we need another fire station in Northwest Arkansas?
2. Who will benefit?
3. What are the design and spatial needs?
4. Where will this station be located?
5. What are the projected costs for a new site and structure?

In the following pages, we will look at construction costs, architectural and engineering fees, and other budgetary items within the process.

construction cost

The *average construction cost* of the nine stations we looked at is \$252 per square foot.

The *top two highest costs* were the Springdale stations, at \$339/sf and \$317/sf (after adjusting for inflation).

The *two lowest costs* were the Rogers station at \$167/sf and Bentonville Central Headquarters at \$171/sf (after adjusting for inflation).

For a *non-LEED-accredited project*, we calculated a range between \$225/sf to \$275/sf.

Little Rock Station No. 23 is a LEED-certified project and cost \$292/sf (after adjusting for inflation). The range we calculated was between \$250/sf to \$300/sf, but depending on the site, it could be closer to the \$315/sf range.

Assuming the new Fayetteville fire station is between 15,000 sf and 20,000 sf,
and *will be* LEED-certified:

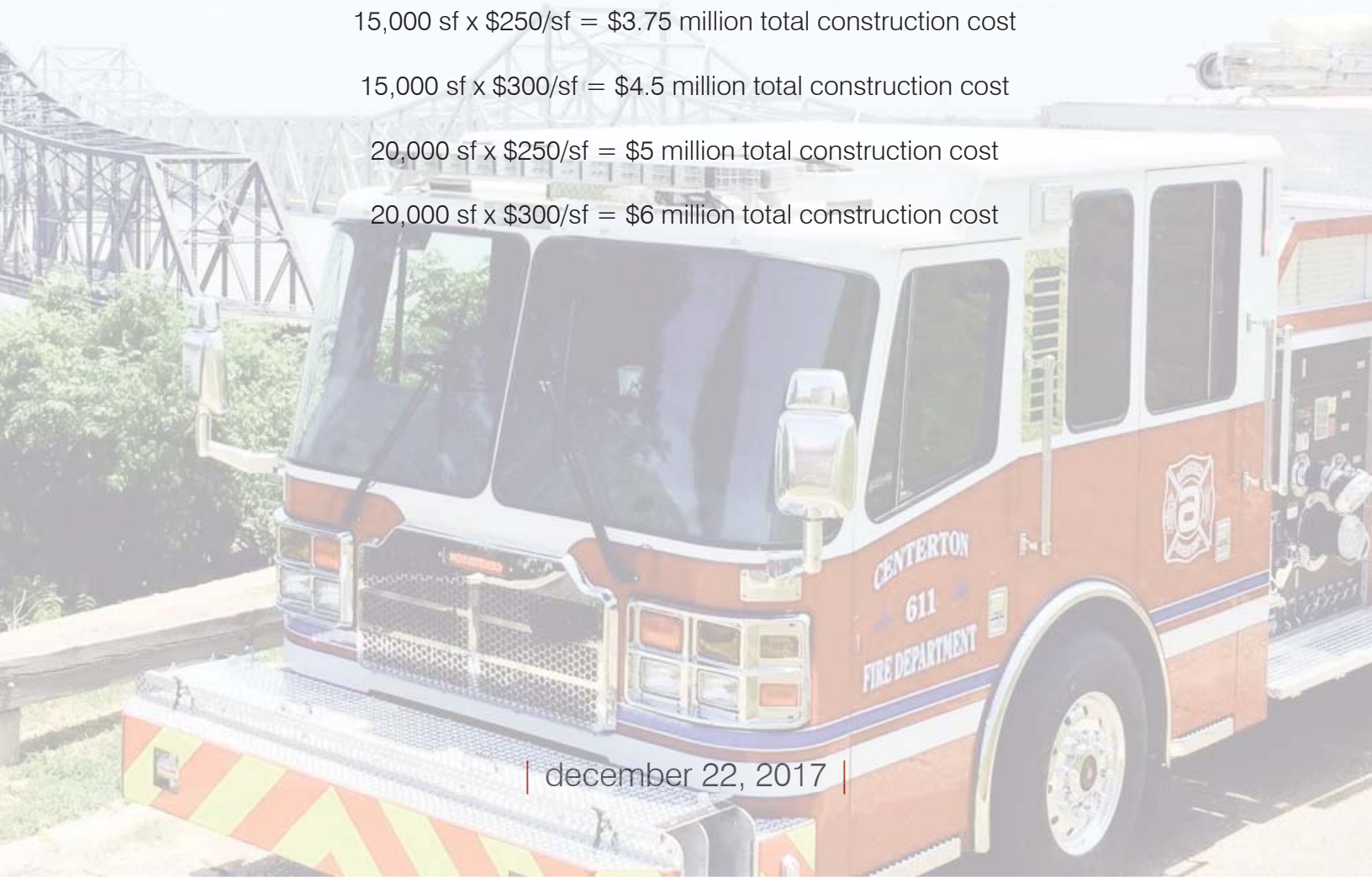
15,000 sf x \$250/sf = \$3.75 million total construction cost

15,000 sf x \$300/sf = \$4.5 million total construction cost

20,000 sf x \$250/sf = \$5 million total construction cost

20,000 sf x \$300/sf = \$6 million total construction cost

| december 22, 2017 |



percentage fees

For **architectural, structural, mechanical, electrical, and plumbing engineering** fees, a range of 6 – 7 percent of construction cost is average.

In general, as the cost of construction goes up, the percentage fee goes down. This *does not* include civil engineering fees, nor any fees associated with LEED design, certification, commissioning, or energy modelling.

$$\$3.75\text{M} \times 7 \text{ percent} = \$262,500$$

$$\$6.00\text{M} \times 6 \text{ percent} = \$360,000$$

For **LEED design + certification, commissioning, and energy modeling** fees, we received fee information from local energy consulting firm Entegriety.

Consulting + Registration/Certification Fees: \$30,000 + \$5,000

Fundamental Commissioning (LEED Prerequisite): \$17,000

Energy Modeling (to meet LEED Prerequisite): \$12,000

For **civil engineering** with a full **Large Scale Development (LSD) permitting process**, the fees would be \$30,000 to \$50,000.

Survey and/or geotechnical services, if needed, would be additional.



a successful fire station

During conversations with several fire chiefs, these were comments and suggestions for a functional fire station:

Should be one level

Has plenty of storage

Offers in-house training opportunities

Organizes bedrooms near each other

Has recreation and exercise rooms

Has drive-thru bays with enough room for movement

Utilizes bays for spatial separation between hazardous/contaminated materials and living quarters

Provides most major fire safety services



northwest arkansas





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bentonville central headquarters



Year Built: 2008

Fire Chief: Brent Boydston

Location: Urban

Construction Type: Metal + masonry

Total Square Footage:
33,138 sf

Total Const. Cost: Approx.
\$6 million

LEED Certified: No.

Website: bentonvillear.com/
departments/fire-department

Bentonville Central Headquarters, a one-story fire station, sits on two acres. Outside, there's a grill and concrete courtyard complete with a table and chairs. Durable finishes such as concrete flooring and stainless steel countertops are a must in a fire station. The reason for the one-story instead of two is because reaction time to an emergency call needs to be quick and direct.

Parking spaces: 24

Services: Fire suppression services, paramedic ambulance service, and a technical rescue team which is trained to deal with building collapses, underground/trench rescues, and high angle and other specialized rescue situations.

Bays: 5 + a wash bay; house two special response vehicles, mezzanine

Bedrooms/living quarters: 15 separate bedrooms with TV, desk, wardrobe, darkening shades

Bathrooms: 1 women's, 1 men's with 4 showers, toilets and sinks in each

Offices: 3 chiefs for each shift, open work stations, large cubical space, file cabinet room, copy space

Lobby/reception area: Yes with museum

Dayroom: Yes, with theatre seating and a large TV; small one for family visits

Training rooms: Yes, with wet bar + five-story training tower

Recreation room: Yes, with pool table and foos ball

Kitchen/dining: Yes, with 3 refrigerators, a commercial oven with hood, microwave, 2 dishwashers, sink, 3 pantries for each shift

Exercise room: Yes, 2 ellipticals, lifting weights

Laundry facilities: Yes, 2 washers and dryers

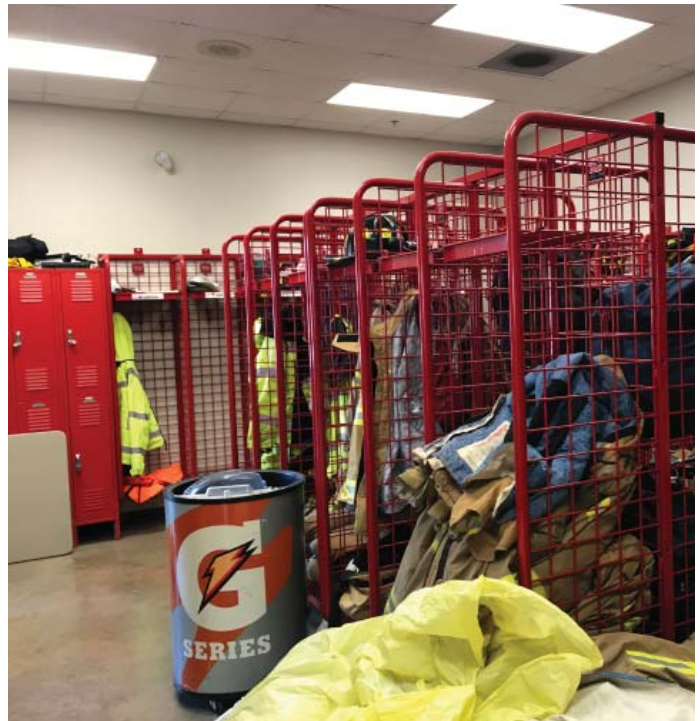
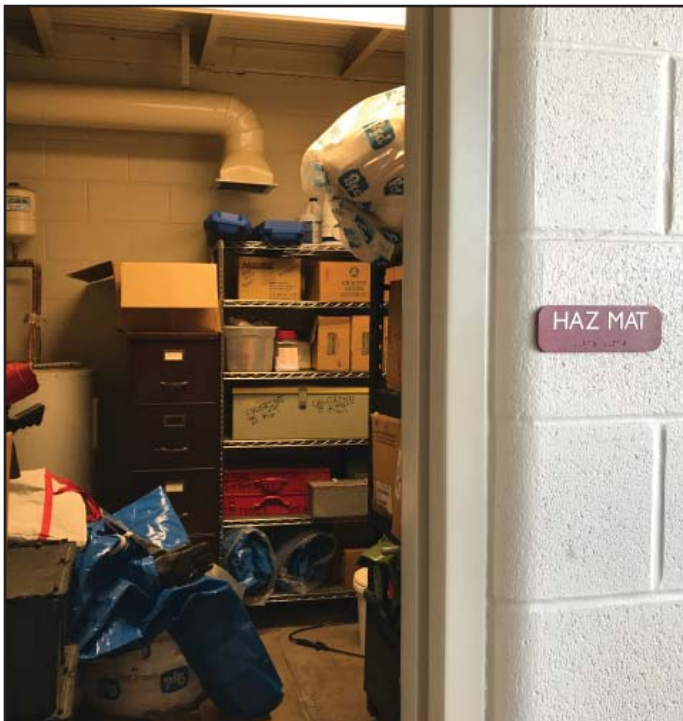
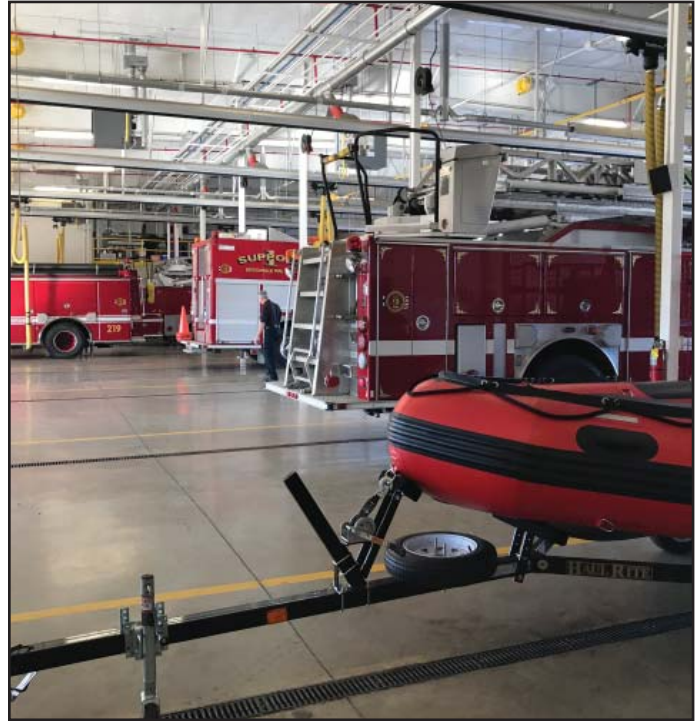
How many personnel? 6-7 people per shift (3 shifts total) + 2 department chiefs

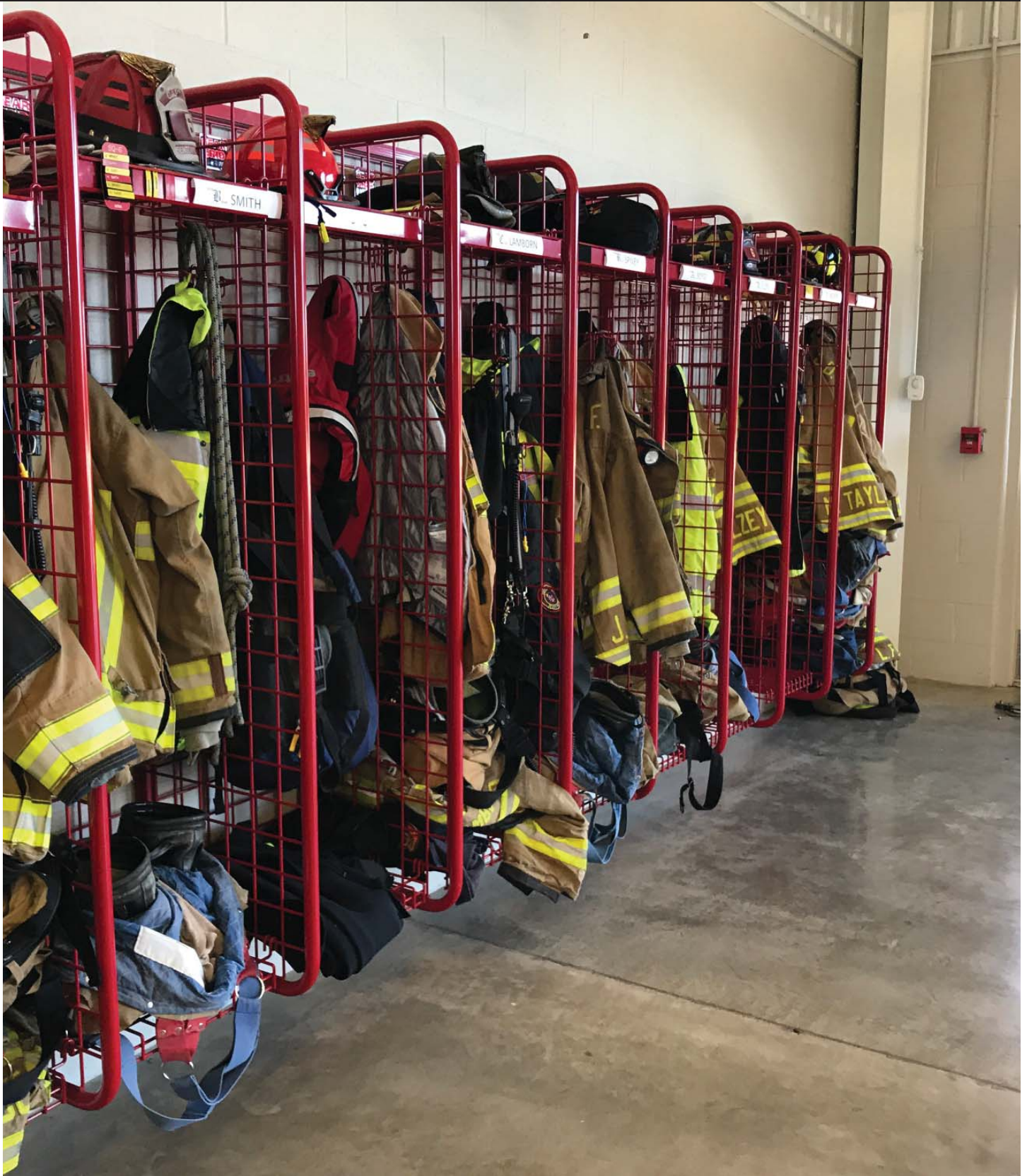
The department also has a HazMat team staffed with 18 members trained as HazMat technicians and 10 Specialist level. The department staff also takes on storm watching and public notification for potential dangerous storms. Public education programs are also offered. The station hasn't found any major issues with the structure aside from a few leaks in membrane roofing, which was addressed with newer, better metal.

bentonville central headquarters



bentonville central headquarters





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bentonville station no. 6



Year Built: 2014

Fire Chief: Brent Boydston

Location: Urban

Construction Type: Metal + masonry with CMU fire walls

Total Square Footage:
10,000 sf

Total Const. Cost: \$2.5 million

LEED Certified: No.

Website: bentonvillear.com/
departments/fire-department

Bentonville Station No. 6 sits on two acres and is one-story. Outside, there is a grill and screened courtyard with table and chairs. Like Bentonville Station No. 1, the exterior finishes are brick because the city has an ordinance that states 75 percent of a building must be masonry.

Parking spaces: 12

Services: Fire suppression services, paramedic ambulance service, and a technical rescue team which is trained to deal with building collapses, underground/trench rescues, and high angle and other specialized rescue situations.

Bays: 3 drive-thru + a wash bay; house two special response vehicles

Bedrooms/living quarters: 6 separate with bed, TV, desk, wardrobe, darkening shades (all in one hall)

Bathrooms: 3 unisex

Offices: 3 workstations

Dayroom: 1, with theatre seating and a large TV

Kitchen/dining: Yes, with 2 refrigerators, a commercial oven with Guardian hood, microwave, dishwasher, sink, 3 pantries for each shift

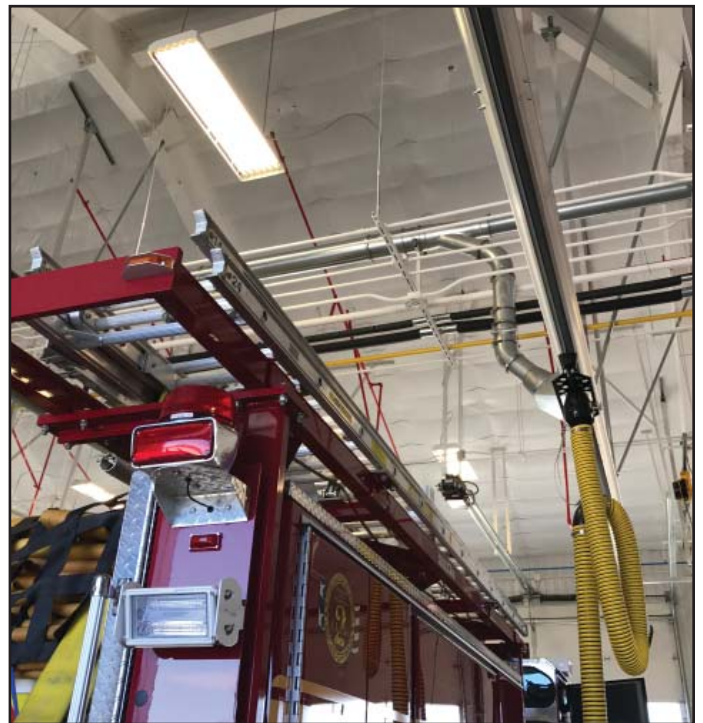
Exercise room: Yes, 2 ellipticals, lifting weights

Laundry facilities: Yes, washer and dryer

How many personnel? 3-4 people per shift (3 shifts total)

The best quality at this fire station is the radiant heating tube system for the bays. The firehouse hasn't experienced any major problems so far.

bentonville station no. 6



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bentonville station no. 6





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centerton fire station



Year Built: 2000

Fire Chief: Delton Bush

Location: Urban

Construction Type: Metal

Total Square Footage:
Approx. 15,000 sf

Total Const. Cost: n/a

LEED Certified: No.

Website: centertonar.us

Centerton Fire Station is a two-story fire station that sits right in the middle of the city. With six firefighters per shift (and total accommodations for eight during the workweek), some downtime might be needed, so there is a patio with a grill outside for social gatherings.

Parking spaces: 44

Services: Fire suppression, technical rescue, water rescue, minimal Hazmat, EMS

Bays: 5 + a wash bay; house 2 engines, ladders, support trucks, tanker, brush, boat, technical rescue pickups, and 2 officer vehicles.

Bedrooms/living quarters: 4 bedrooms with a plan in process for additional

Bathrooms: 2 public, 3 private (2 with showers)

Offices: 5 located upstairs

Lobby/reception area: Yes

Dayroom: Yes

Training rooms: Yes, can accommodate 137 people, but comfortably seat 70 with tables and chairs

Kitchen/dining: Yes, with 3 refrigerators, a commercial oven with hood, microwave, 2 dishwashers, sink, shared cabinets for pantry space

Exercise room: Yes, with weights, bike, rower, treadmill

Laundry facilities: Yes

One of the best qualities of the station, according to Chief Bush, are "the firefighters that work here," so they are able to make the station into more of a home than work place.

Although the station has great operational features aside from the occasional leak, Chief Bush believes the addition of a plymovent system and wash bay would greatly improve overall performance. "We have added some built-in firefighter training area but if the station was designed around this it would be better. In my opinion, every station, whether a sub-station or the main station should have a hands-on area for training."

centerton fire station



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centerton fire station





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fayetteville station no. 3



Fayetteville Station No. 3 is a two-story generator-supported station that is made of masonry and brick. Modest finishes such as sheetrock, tile floors, carpeted bedrooms, and formica countertops are used on the interiors.

The bays have two fire apparatuses, bunker dryer racks and CBA

Parking spaces: 9

Services: Fire, EMS, technical rescue, and search-and-rescue

Bays: 2

Bedrooms/living quarters: Low-rise cubicles upstairs

Bathrooms: 1 public, 2 private

Offices: 1 downstairs

Kitchen/dining: Standard residential with pantry

Exercise room: Yes, with cable machines, treadmill, elliptical, stationary bike, bench, squat rack, dumbbell rack, etc. but the firefighters use bay for dumbbells

Dayroom: 1

Laundry facilities: Yes

How many personnel? 3 per shift

The offices are large and the drive-thru bays are great qualities, and the exterior of the station is appealing, but Station No. 3 has had issues with mold and mildew and the geothermal HVAC system. Chief Hunt believes more parking and equipment storage would help improve overall performance.

Year Built: 2008

Fire Chief: David Dayringer

Location: Neighborhood

Construction Type: Masonry

Total Square Footage:
6,775 sf

Cost/sf: \$244/sf

LEED Certified: No.

Website: fayetteville-ar.
gov/151/Fire-Department

fayetteville station no. 3



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fayetteville station no. 3





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fayetteville station no. 5



Fayetteville Station No. 5 is a one-story generator-supported station that is made of masonry and brick. Modest finishes such as sheetrock, tile floors, carpeted bedrooms, and formica countertops are used on the interiors.. The bays have one fire truck, one brush truck, and one Hazmat unit.

Parking spaces: 6

Services: Fire, EMS, Hazmat, and wildfire

Bays: 2

Bedrooms/living quarters: Low-rise cubicles

Bathrooms: 2 private

Offices: 1

Kitchen/dining: Standard residential

Exercise room: Yes, with cable machines, treadmill, elliptical, stationary bike, bench, squat rack, dumbbell rack, etc.

Dayroom: 1

How many personnel? 3 per shift

The drive-thru bays are great qualities of Station No. 5, but it has had issues with water leaks in the underground plumbing. Chief Hunt believes more storage for Hazmat equipment and a larger kitchen would improve overall performance.

Year Built: 2007

Fire Chief: David Dayringer

Location: Neighborhood

Construction Type: Masonry

Total Square Footage:
5,500 sf

Cost/sf: \$284/sf

LEED Certified: No.

Website: fayetteville-ar.
gov/151/Fire-Department



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fayetteville station no. 7



Fayetteville Station No. 7 is a two-story generator-supported station that is made of masonry, wood, brick and metal. Modest finishes such as sheetrock, stained concrete, carpeted bedrooms, and formica countertops are used on the interiors. The bays have two fire trucks and one ambulance.

Parking spaces: 5

Services: Fire, EMS

Bays: 3

Bedrooms/living quarters: Low-rise cubicles

Bathrooms: 1 public, 2 private

Offices: 1 downstairs

Kitchen/dining: Standard commercial with walk-in pantry

Exercise room: Yes, with cable machines, treadmill, elliptical, stationary bike, bench, squat rack, dumbbell rack, etc.

Dayroom: 1

Laundry facilities: Yes

How many personnel? 5 per shift

The stained concrete floors are the best quality at Station No. 7, but it has had issues with extreme heat in the apparatus bay in the summer, which makes the dorm room difficult to cool. Chief Hunt believes making the bays drive-thru bays would improve the overall performance at this station.

Year Built: 2005

Fire Chief: David Dayringer

Location: Neighborhood

Construction Type: Masonry
+ wood

Total Square Footage:
7,668 sf

Cost/sf: \$186/sf

LEED Certified: No.

Website: fayetteville-ar.
gov/151/Fire-Department



| december 22, 2017 |

rogers station no. 2



Year Built: 2015

Fire Chief: Tom Jenkins

Location: Urban-rural

Construction Type: Masonry

Total Square Footage:
Approx. 15,000 sf

Cost/sf: \$162/sf

LEED Certified: No.

Website: rogersar.gov/511/Fire-Stations

Rogers Fire Station No. 2 is a two-story generator-supported station that is made of mason block, brick, and metal, and has concrete, LVT, carpet, and tile finishes inside. The bays house a pumper, heavy rescue, reserve pumper, and ambulance.

Services: Technical rescue, water rescue, fire behavior, driver skills, search-and-rescue, Hazmat, and EMS

Bays: 3 with no storage

Bedrooms/living quarters: Separate bedrooms

Bathrooms: 1 public, 4 private

Offices: 2

Lobby/reception area: Yes

Conference room: Seats 20 people

Kitchen/dining: Yes, with two microwaves, three refrigerators, two dishwashers, a sink, and walk-in pantry

Exercise room: Yes with standard equipment

Laundry facilities: Yes

Chief Jenkins says the station is very functional and doesn't need to improve overall performance. He says the bay doors, pole, location, and private bedrooms are the best qualities.



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springdale station 2



Springdale Station No. 2 is near Tyson's corporate headquarters and sits on seven acres. Outside, there's a patio area for gas grills and smokers. The gathering space is covered and has ceiling fans.

Station Nos. 2 and 3 were built identically, but Station No. 2 is the technical rescue station. It houses an ambulance and fire engine as well as a technical rescue truck.

Parking spaces: 16 for personnel, 4 public parking areas

Services: Technical rescue

Bays: 3 with storage room

Bedrooms/living quarters: 8 separate with lockers

Bathrooms: 8 bathrooms with showers and 1 public

Offices: 2

Lobby/reception area: Yes

Training room: Seats 8 people and doubles as dining

Kitchen/dining: Yes, with 4 refrigerators, a commercial stove and oven, dishwasher, sink, plumbed coffee maker and ice maker, 3 walk-in pantries

Exercise room: Yes with treadmill, elliptical, free weights, Smith machine, pull-up machine, rowing machine

Laundry facilities: Yes, gear laundry across from apparatus bay, normal laundry in living quarters

How many personnel? 5-6 people per shift, but the station can house up to 8

"The new stations for the most part have been designed to make response times better with design... The overall improvement to a more commercial application has made these stations seem more durable. Time will tell. " - Chief Irwin

Year Built: 2014

Fire Chief: Mike Irwin

Location: Urban-rural

Construction Type: Masonry, wood + steel

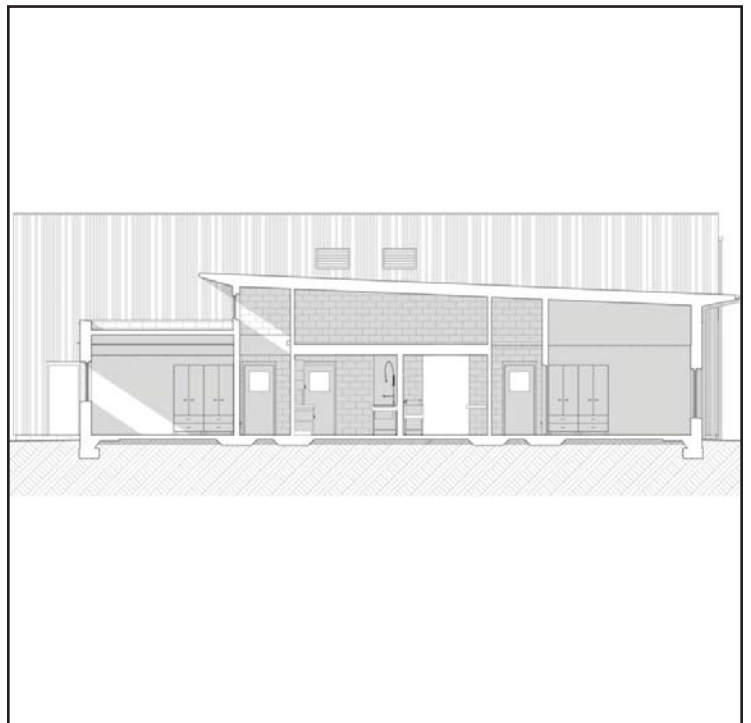
Total Square Footage: 9,744 sf

Cost/sf: \$328/sf

LEED Certified: No.

Website: springdalear.gov/652/stations

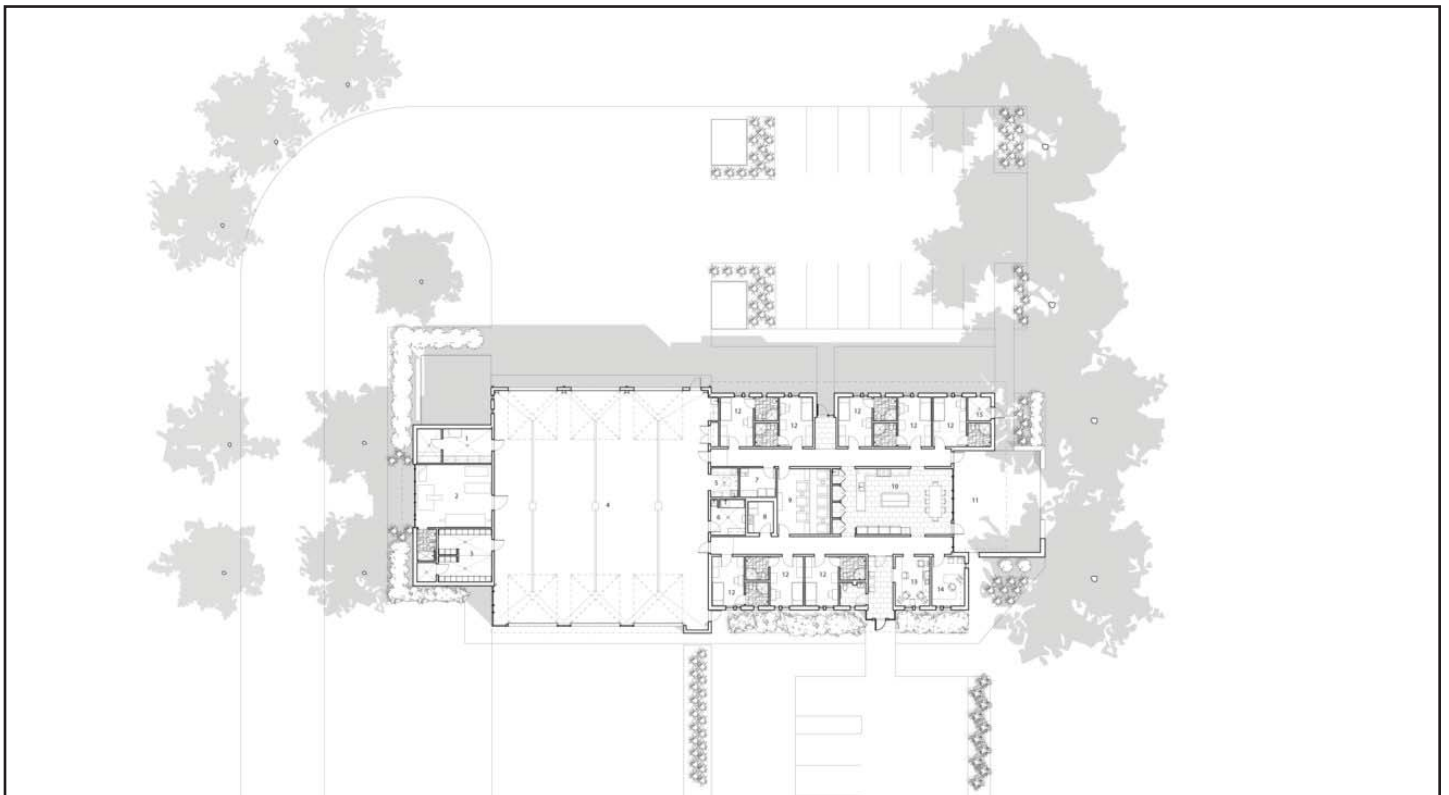
springdale station 2



Photos: Miller Boskus Lack Architects

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springdale station 2



Photos: Miller Boskus Lack Architects



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springdale station no. 3



Springdale Station No. 3 is just off of Business 71 highway and sits on about three acres. Outside, there's a patio area for gas grills and smokers. The gathering space is covered and has ceiling fans.

Station Nos. 2 and 3 were built identically, but Station No. 3 is the Haz-mat station. It houses an ambulance and fire engine as well as a Haz-mat truck.

Parking spaces: 16 for personnel, 4 public parking areas

Services: Haz-mat

Bays: 3 with storage room

Bedrooms/living quarters: 8 separate with lockers

Bathrooms: 8 bathrooms with showers and 1 public

Offices: 2

Lobby/reception area: Yes

Training room: Seats 8 people and doubles as dining

Kitchen/dining: Yes, with 4 refrigerators, a commercial stove and oven, dishwasher, sink, plumbed coffee maker and ice maker, 3 walk-in pantries

Exercise room: Yes with treadmill, elliptical, free weights, Smith machine, pull-up machine, rowing machine

Laundry facilities: Yes, gear laundry across from apparatus bay, normal laundry in living quarters

How many personnel? 5-6 people per shift, but the station can house up to 8

The safe room doubles as the communication room, and there is an air fill station in the bay, but not for fuel.

"The new stations for the most part have been designed to make response times better with design... The overall improvement to a more commercial application has made these stations seem more durable. Time will tell. " - Chief Irwin

Year Built: 2015

Fire Chief: Mike Irwin

Location: Commercial

Construction Type: Masonry, wood + steel

Total Square Footage:
9,,744 sf

Cost/sf: \$307/sf

LEED Certified: No.

Website: springdalear.gov/652/stations



central arkansas





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conway station no. 5



Year Built: 1997

Fire Chief: Mike Winter

Location: Neighborhood

Construction Type: Metal + masonry

Total Square Footage:
12,000 sf

Total Const. Cost: n/a

LEED Certified: No.

Website: conwayfd.com

Conway Fire Station 5 is a one-story station with technical rescue, water rescue, fire behavior, driver skills, search-and-rescue, hazmat, and EMS services. Although the building has drive-thru bays, there isn't a specific storage bay. The garage bays house the engine and truck, and Battalion vehicle, as well as bunker dryer racks and storage hose racks. The washer and extractor for decontamination have their own room in the bay, which also contains a Plymovent system, which extracts and filters polluted indoor air, so turnouts are also stored in the bay.

Parking Spaces: 15-20

Services: Technical rescue, water rescue, fire behavior, search-and-rescue, driver skills, Hazmat, EMS

Bedrooms: Battalion Chief's room is separate from the firefighters' rooms

Bathrooms: 1 public, 1 private for battalion chief, 3 separate showers for firefighters

Kitchen/dining: Standard with walk-in pantry

Dayroom: 1

Office: 1

Laundry facilities: Yes

Locker room: Yes

How many personnel? 6 + residing officer per shift

Although the station hasn't experienced any specific problems, the staff believes the firehouse could improve their overall performance by having more storage available.



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little rock station no. 23



Year Built: 2012

Fire Chief: Gregory L. Summers

Location: Neighborhood

Construction Type: Metal + CMU

Total Square Footage:
8,291 sf

Cost/sf: \$274/sf

LEED Certified: Yes.

Website: littlerock.gov/city-administration/city-departments/fire-department/

Little Rock Fire Station No. 23 was not only the first LEED-certified station in Arkansas, but it was also an environmental project that repaired a natural water feature that extended past the 2.65-acre site.

Services: In the fire operations division: fire protection, urban search-and-rescue, extractions from accidents, hazardous materials response, water tanker, FBI-certified bomb squad, EMT certification/basic life support

Bays: 1 apparatus bay with two doors for two trucks or several smaller vehicles

Bedrooms/living quarters: Yes, sleeping quarters - 2 beds and 1 bath to a suite, with storage compartments for all shifts

Bathrooms: 1 private bathroom per suite; 24-hour public bathrooms

Lobby/reception area: Yes, with public bathrooms – open 24 hours

Kitchen: Yes, finished with stainless steel, residential set-up

Exercise room: Yes, standard gym

Dayroom: Yes, “comfortable living space to the firefighters, who see this fire station as a second home.”

Foundation: Cast-in-place, slab-on-grade

Exterior walls: CMU, brick, siding, storefront

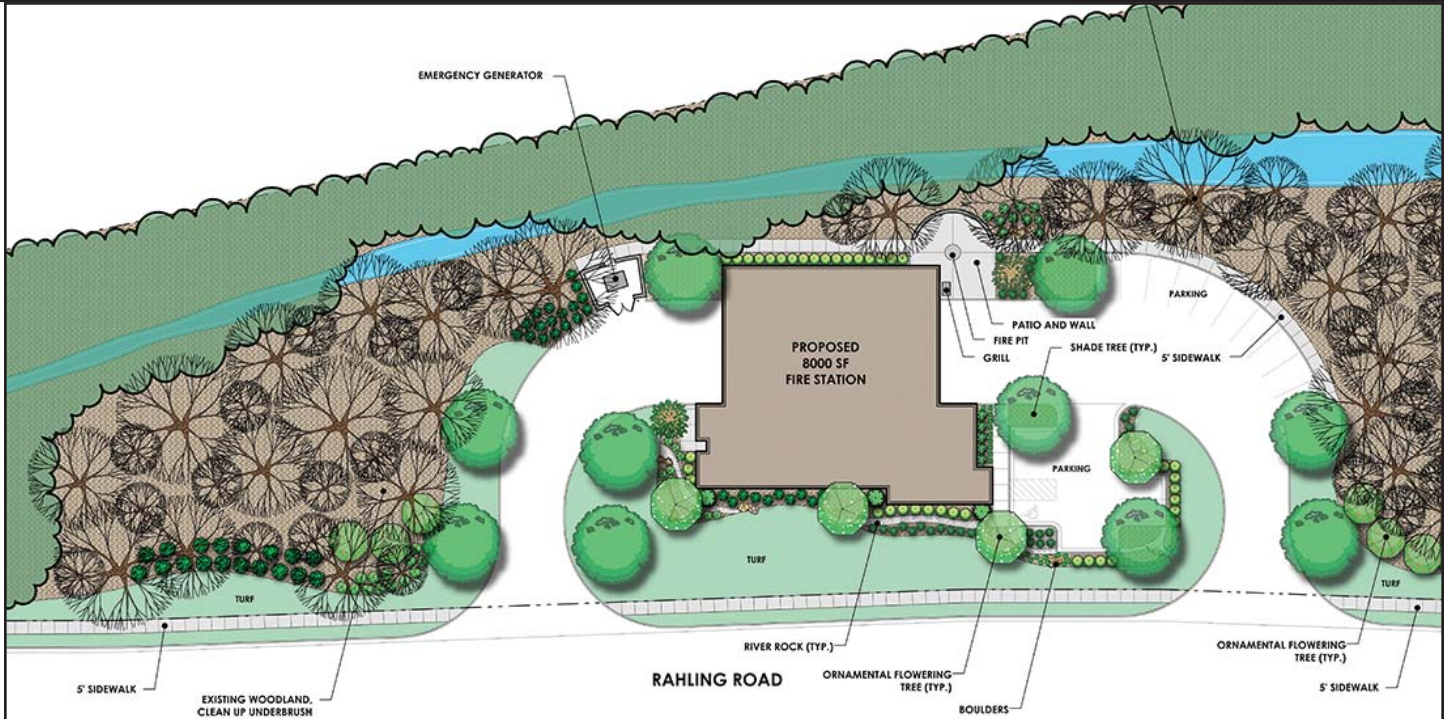
Roof: Metal membrane

Floors: Concrete

Interior walls: CMU, wood-stud drywall

How many personnel? 3 shifts

little rock station no. 23



little rock station no. 23





northeast arkansas





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dell fire station



The Town of Dell, Arkansas (pop. 204 as of 2016) secured a grant to build a new four-bay fire station for the town and the surrounding communities within Mississippi County in Northeast Arkansas.

Parking spaces: 11

Bays: 4

Bedrooms: 0 - volunteer-only station

Bathrooms: 1 women's, 1 men's with a shower, toilet and sink in each

Offices: 1 office

Training room: 1

Kitchen/dining: Yes, residential set-up: refrigerator, microwave, stovetop oven, sink, dishwasher, coffeemaker + breakfast bar

Exercise room: Yes, 2 ellipticals, lifting weights

Laundry facilities: Yes

Surrounded by acres of cotton fields, the volunteer-only station's shape references the cotton modules found along the local highways during harvest time: long and low with a covering over top.

Year Built: 2013

Fire Chief: Charley Byrd

Location: Neighborhood

Construction Type: Metal + masonry

Total Square Footage:
5,586 sf

Cost/sf: \$130/sf

LEED Certified: No.

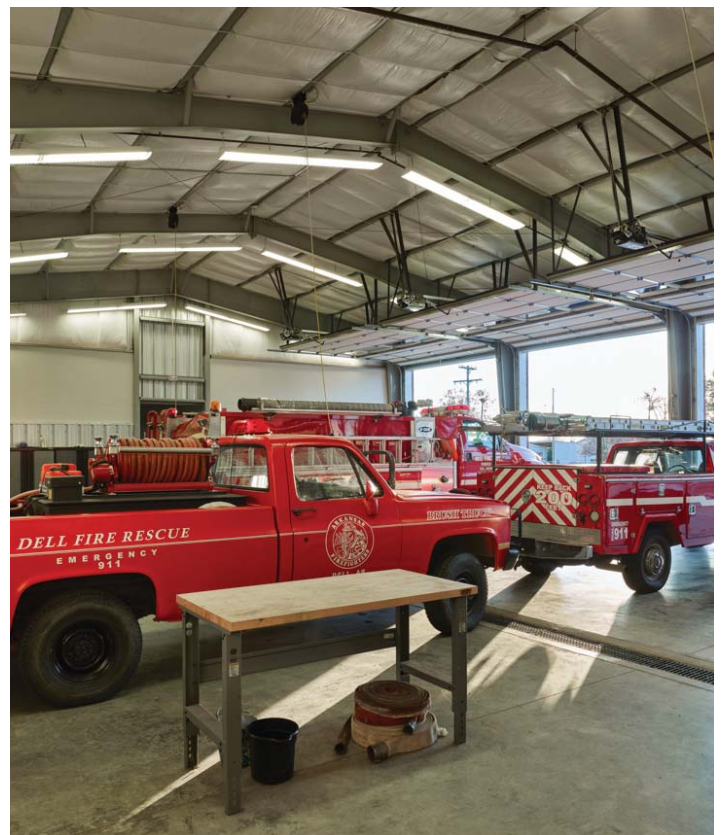
Website: [townofdell.com/
fire-department](http://townofdell.com/fire-department)

dell fire station



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dell fire station



| station-to-station benchmarking study |



west arkansas





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fort smith station no.11



Photos: Stewart Cooper Newell Architects

Fort Smith Station No. 11 sits on 2.66 acres that includes a covered area with an outdoor grill for social gatherings. It is one-story with a mezzanine. The exterior finishes use brick and stone with wood accents. The interior finishes include LVT, polished concrete, carpet for the floors, painted walls, and stainless steel finishes.

Parking Spaces: 26 with 2 handicap

Services: Technical rescue, water rescue, fire behavior, search-and-rescue, and EMR

Bays: 3 + storage bay for reserve apparatus

Bedrooms/living quarters: 8 bedrooms

Bathrooms: 1 public, 4 private with private showers

Offices: 1 downstairs

Kitchen/dining: Yes, 2 fridges, 1 microwave, dual oven, 8-burner stovetop, ice machine, dishwasher

Exercise room: Yes, with treadmill, stair-stepper, free weights

Training opportunities: Confined space rescue, ladder work, bailing exercises, rappelling, and breaching

Training room: Seats 20, used for Citizens' Fire Academy

Laundry facilities: Yes

How many personnel? 6 per shift, 18 total

There is some room for improvement. Chief Christensen says the layout of kitchen, dining area, and TV/community rooms is too small for six personnel per shift.

Year Built: 2014

Fire Chief: Phil Christensen

Location: Neighborhood

Construction Type: Metal + masonry

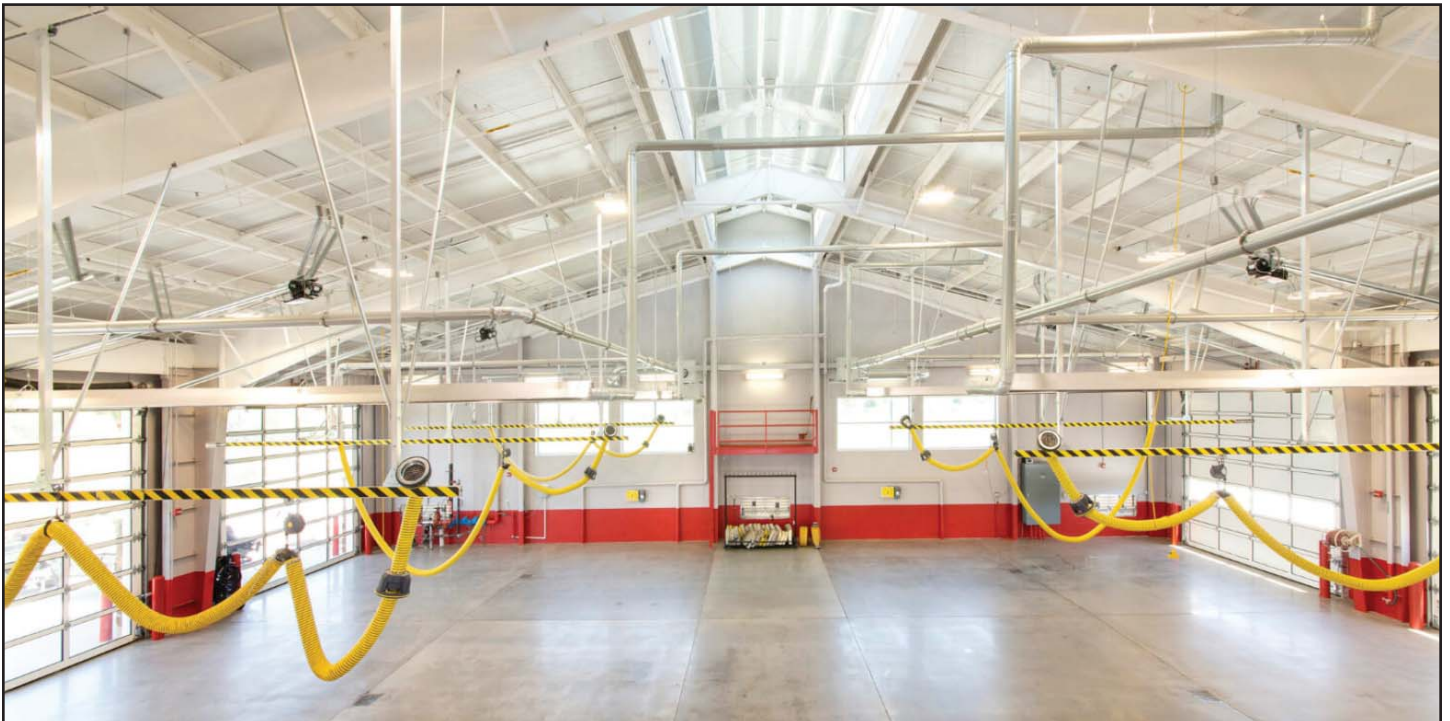
Total Square Footage:
12,540 sf

Total Const. Cost: \$2.9 million

LEED Certified: Yes.

Website: fortsmithar.gov/index.php/departments/fire-department

fort smith station no.11



fort smith station no.11





missouri





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joplin station no. 4



Photo: Sapp Design Architects

Joplin Station No. 4 is a two-story station that houses fire suppression, EMS, and all types of rescue services, but not a rescue truck. In the two full drive-thru bays, there is one engine, one tanker, and one brush truck.

Parking spaces: 8

Services: Fire suppression, EMS, and “all types of rescue services”

Bays: 2

Bedrooms/living quarters: 5 upstairs

Bathrooms: 3 public upstairs, 1 private downstairs

Offices: 1 downstairs, 1 upstairs as captain’s bedroom and office area

Kitchen/dining: Standard residential with 3 separate food lockers

Exercise room: Yes, with an elliptical. Stairmaster, treadmill, weight machine and free weights

Dayroom: 1

Laundry facilities: Yes

The generator only supports lighting and heat, and critical equipment such as IT-dependent equipment. There is no clear delineation with bays and laundry facilities - those are considered dirty or contaminated zones. The threshold into the living quarters is considered a cutoff or middle zone.

The station has had some construction issues and hiccups that have been addressed and attended to. Chief Furgerson believes the two bi-fold doors on the front of the station “are very nice and look old-fashioned.”

Year Built: 2014

Fire Chief: James Furgerson

Location: Neighborhood

Construction Type: CMU + masonry

Total Square Footage:
6,800 sf

Cost/sf: \$210/sf

LEED Certified: No.

Website: joplinmo.org/238/Stations

joplin station no. 4



joplin station no. 4





oklahoma





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tulsa station no. 16



Tulsa Station No. 16 calls its offices The Watch Booth and its intern a Captain. The station was built in 2009 with the partnership of Wallace Engineering and Fritz Baily Architects. The single-story station has an exterior gathering space with a grill for the benefit of on-duty personnel, family, and friends.

Services: Engine and District Chief support – designed to also hold ladder

Bays: 3, house the Reserve Engine 76, Engine 16, Car 644, and an F250 4-door 4x4 truck

Bedrooms/living quarters: The Chief and assigned captain-intern live in-house, with Jack-and-Jill-style rooms and three lockers per bed.

Bathrooms: 2 public bathrooms and no public showers

Offices: Assigned as the Watch Booth

Dayroom: Yes with 7 recliners

Utility room: Yes, designed to be a storm/emergency shelter

Lockers: In apparatus room to hold gear; lockers have exhaust fans from floor to discharge moisture and smell; personal lockers are provided in sleeping area (3 per bed)

Kitchen/dining: Yes, with 2 refrigerators, a dishwasher, a two-basin sink with garbage disposal, commercial Wolf range, microwave, Bunn coffeemaker, and ice machine. A large conference table and straight-back vinyl chairs are used for dining.

Exercise room: Yes, with a step machine, treadmill, rowing machine, free weights, and weight bench.

Laundry facilities: Yes, washer and dryer

"One of Tulsa's oldest fire stations, built in 1948, was replaced with this modern building that uses the latest concepts in fire station design... This was the first fire station in Tulsa designed with women firefighters in mind, replacing a dorm-style sleeping area with individual rooms for firefighters," according to the Wallace Engineering website.

The only issues the station has run into with the building has been excess condensation in the HVAC, but modifications to the attic has helped resolve the problems.

Year Built: 2009

Fire Chief: Mike Mallory

Location: Commercial

Construction Type: Masonry
with a pitched metal roof

Total Square Footage:
11,800 sf

Total Const. Cost: \$2,750,000

LEED Certified: No.

Website: cityoftulsa.org/government/departments/fire

tulsa station no. 16



| december 22, 2017 |

tulsa station no. 16







CERTIFICATE OF LIABILITY INSURANCE

MILLBOS-01

Appendix "F"

WOODH9

DATE (MM/DD/YYYY)

10/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brad Barnett Insurance Agency 2901 E Zion Rd Ste 1 Fayetteville, AR 72703	CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Nationwide Property and Casualty		37877
	INSURER B : Nationwide Mutual Fire Insurance Company		23779
	INSURER C : Nationwide Mutual Insurance Company		23787
INSURED Miller Boskus Lack Architects 2397 N Green Acres Rd Fayetteville, AR 72703	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACPSAK3056806397	8/25/2019	8/25/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACPSAK3056806397	8/25/2019	8/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			ACPSAK3056806397	8/25/2019	8/25/2020	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			ACPSAK3056806397	8/25/2019	8/25/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville 113 Mountain Street Fayetteville, AR 72701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 