

City of Fayetteville Staff Review Form

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

3/19/2013

**City Council Meeting Date
 Agenda Items Only**

Carole Jones Park Planning Parks
Submitted By Division Department

Action Required:

Staff recommends a resolution approving the agreement for architectural and bidding services between the City of Fayetteville and Crafton Tull in an amount not to exceed \$42,430 for architectural design associated with the renovation of the Wilson Park pool buildings.

<u>\$42,430.00</u> Cost of this request	<u>\$ 519,000.00</u> Category / Project Budget	<u>Community Park Improvements</u> Program Category / Project Name
<u>2250.9255.5314.00</u> Account Number	<u>\$ -</u> Funds Used to Date	<u>Wilson Park Improvements</u> Program / Project Category Name
<u>13001.1101</u> Project Number	<u>\$ 519,000.00</u> Remaining Balance	<u>Parks Development</u> Fund Name

Budgeted Item

Budget Adjustment Attached

Connie Edmonston 3-8-13
 (Department Director) Date

Jim Kelly 2-1-13
 City Attorney Date

Paul A. Bell 3-1-2013
 Finance and Internal Services Director Date

Jim Man 3-1-13
 Chief of Staff Date

Leonell Jordan 3/4/13
 Mayor Date

Previous Ordinance or Resolution # _____
 Original Contract Date: _____
 Original Contract Number: _____

Received in City Clerk's Office 3-1-13 10:02 RCVD
US

Received in Mayor's Office
 ENTERED 3/11/13
P.H.

Comments:



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CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director *C.E.*
Alison Jumper, Park Planning Superintendent *AJ*

From: Carole Jones, Park Planner II *CJ*

Date: March 1, 2013

Subject: Resolution to approve a contract for architectural services with Crafton Tull
Agenda Request for March 19, 2013 Meeting

PROPOSAL:

The Wilson Park swimming pool is the only municipal pool within the City of Fayetteville and had over 20,000 visitors in 2012 during the eight week summer season. The original Wilson Park pool buildings were built between the 1930s and the 1960s. The last significant renovation of the buildings was in 1983.

In 2012, the pool and deck surfaces were repaired and resurfaced as the first phase of the Wilson Park Pool renovation. The renovation of the buildings was approved as part of the 2013 CIP as the next phase of the pool renovation project. Improvements to the pool house and concession building will increase efficiency in use of space, increase ventilation, provide better ADA access and update the restroom and shower facilities.

A selection committee was formed per RFQ 13-01 and met on February 20, 2013. Crafton Tull was selected and has provided the attached scope of services and contract price for the requested architectural and bidding services. If approved, architectural services will be provided from April through June. Once a final design is approved, a contract amendment for construction phase services will be submitted to the City Council for approval at a later date. Construction of the project is expected to begin in early September after the pool closes for the season.

RECOMMENDATION:

Staff recommends a resolution approving the agreement for architectural and bidding services between the City of Fayetteville and Crafton Tull in an amount not to exceed \$42,430 for architectural design associated with the renovation of the Wilson Park pool buildings.

BUDGET IMPACT:

This project is funded with Parks Development Funds. The cost of \$42,430 is accounted for in project number 13001.1101 - Wilson Park Improvements.

Attachments:

- Staff Review Form
- Agreement Signed by Architect
- PO Request

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH CRAFTON TULL IN AN AMOUNT NOT TO EXCEED \$42,430.00 FOR ARCHITECTURAL AND BIDDING SERVICES RELATED TO RENOVATION OF POOL BUILDINGS AT WILSON PARK

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Crafton Tull in an amount not to exceed \$42,430.00, a copy of which is attached as Exhibit "A", for architectural and bidding services related to renovation of pool buildings at Wilson Park.

PASSED and APPROVED this 19th day of March, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

AGREEMENT
For
PROFESSIONAL ARCHITECTURAL SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
CRAFTON TULL

THIS AGREEMENT is made as of _____, 2013, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and CRAFTON TULL (hereinafter called CRAFTON TULL).

CITY OF FAYETTEVILLE from time to time requires professional architectural services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and CRAFTON TULL in consideration of their mutual covenants agree as follows:

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

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of CRAFTON TULL.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of CRAFTON TULL.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ARCHITECT

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by CRAFTON TULL during the Project is included in Exhibit A attached hereto and made part of this Agreement.
- 2.2 CRAFTON TULL shall coordinate their activities and services with the CITY OF FAYETTEVILLE. CRAFTON TULL and CITY OF FAYETTEVILLE agree that CRAFTON TULL has full responsibility for the architectural services.



SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of CRAFTON TULL.
 - 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
 - 3.1.2 Assist CRAFTON TULL by placing at CRAFTON TULL's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - 3.1.3 Assist CRAFTON TULL in obtaining access to property reasonably necessary for CRAFTON TULL to perform its services under this Agreement.
 - 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by CRAFTON TULL and render in writing decisions pertaining thereto.
 - 3.1.5 The Parks and Recreation Project Manager is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Parks and Recreation Project Manager shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's 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.
 - 3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to CRAFTON TULL in a timely manner.

SECTION 4 - PERIOD OF SERVICE

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 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. CRAFTON TULL 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 Exhibit A.

SECTION 5 - PAYMENTS TO ARCHITECT

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is \$ **42,430.00** . The CITY OF FAYETTEVILLE shall compensate CRAFTON TULL based on a Lump Sum basis as described in Exhibit A.
- 5.2 Statements
 - 5.2.1 Monthly statements 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 CRAFTON TULL's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by CRAFTON TULL 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 the study and report for the Project.

5.3 Payments

5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of CRAFTON TULL's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise CRAFTON TULL in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

5.4.1 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, CRAFTON TULL 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 CRAFTON TULL to be set forth therein. 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's claims against CRAFTON TULL or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, CRAFTON TULL will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

CRAFTON TULL will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and CRAFTON TULL waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of CRAFTON TULL's services.

6.2 Professional Responsibility

6.2.1 CRAFTON TULL will exercise reasonable skill, care, and diligence in the performance of CRAFTON TULL's services and will carry out its responsibilities in accordance with customarily accepted professional architectural practices. CITY OF FAYETTEVILLE will promptly report to CRAFTON TULL any defects or suspected defects in CRAFTON TULL's services of which CITY OF FAYETTEVILLE becomes aware, so that CRAFTON TULL 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 CRAFTON TULL.

6.3 Cost Opinions and Projections

6.3.1 Cost opinions and projections prepared by CRAFTON TULL relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on CRAFTON TULL's experience, qualifications, and judgment as a design professional. Since CRAFTON TULL 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, CRAFTON TULL does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by CRAFTON TULL.

6.4 Changes

6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of CRAFTON TULL's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of CRAFTON TULL.

6.5 Termination

6.5.1 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:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

- 6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that CRAFTON TULL is given:
- 6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 6.5.2.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.3 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
- 6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
 - 6.5.3.2 Any payment due to CRAFTON TULL at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of CRAFTON TULL's default.
- 6.5.4 If termination for default is effected by CRAFTON TULL, 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 CRAFTON TULL for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by CRAFTON TULL relating to commitments which had become firm prior to the termination.
- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, CRAFTON TULL shall:
- 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
 - 6.5.5.2 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 CRAFTON TULL in performing this Agreement, whether completed or in process.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 6.5.7 If, after termination for failure of CRAFTON TULL to fulfill contractual obligations, it is determined that CRAFTON TULL 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 Paragraph 6.5.4 of this clause.
- 6.6 Delays
- 6.6.1 In the event the services of CRAFTON TULL are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond CRAFTON TULL's reasonable control, CRAFTON TULL shall be entitled to additional compensation and time for reasonable costs incurred by CRAFTON TULL in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

6.7.1 CRAFTON TULL's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and CRAFTON TULL 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 CRAFTON TULL in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, 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 Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 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.

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give CRAFTON TULL written Notice at the address listed in Paragraph 6.14 within thirty (30) 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.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and CRAFTON TULL 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 CRAFTON TULL 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 days of the written request to resolve the dispute.

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to CRAFTON TULL for services rendered by CRAFTON TULL.

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of CRAFTON TULL's employees and the importance of CRAFTON TULL's public relations, CRAFTON TULL may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to CRAFTON TULL'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 CRAFTON TULL. 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. The cost of CRAFTON TULL's activities pertaining to any such publication shall be for CRAFTON TULL's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and CRAFTON TULL from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

6.12.1 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. CRAFTON TULL may retain reproduced copies of drawings and copies of other documents.

6.12.2 Architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by CRAFTON TULL as part of the Services shall become the property of CITY OF FAYETTEVILLE when CRAFTON TULL has been compensated for all Services rendered, provided, however, that CRAFTON TULL shall have the unrestricted right to their use. CRAFTON TULL 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 CRAFTON TULL.

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. CRAFTON TULL 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.

6.13 Notices

6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

CRAFTON TULL's address:
901 N. 47th Street Suite 200
Rogers, Arkansas 72756

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and CRAFTON TULL each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor CRAFTON TULL shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

6.16.1 This Agreement represents the entire Agreement between CRAFTON TULL and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to CRAFTON TULL a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by CRAFTON TULL, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of CRAFTON TULL

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve CRAFTON TULL of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall 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.

7.1.2 CRAFTON TULL shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by CRAFTON TULL's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 CRAFTON TULL's obligations under this clause are in addition to CRAFTON TULL'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 CRAFTON TULL for faulty materials, equipment, or work.

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and CRAFTON TULL

arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 CRAFTON TULL 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. CRAFTON TULL shall also maintain the financial information and data used by CRAFTON TULL 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, the State 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. CRAFTON TULL will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, 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.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 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 subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of CRAFTON TULL;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

7.4.1 CRAFTON TULL 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 CRAFTON TULL 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.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that CRAFTON TULL or any of CRAFTON TULL'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, 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 CRAFTON TULL 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.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against CRAFTON TULL as it could pursue in the event of a breach of the Agreement by CRAFTON TULL. 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 OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs CRAFTON TULL incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, CRAFTON TULL 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.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and CRAFTON TULL, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

CRAFTON TULL

By: _____
Mayor, Lioneld Jordan

By:  _____

ATTEST:

By: _____
City Clerk

Title: SR VICE PRESIDENT _____

END OF AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES



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February 20, 2013

Crafton Tull has been selected by the City of Fayetteville to assist the Parks and Recreation Department with the Wilson Park Pool Buildings Renovation Project. Included in the project are renovations to the pool house, concession and chemical equipment buildings. The City would like to request a proposal for the following scope of work:

I. Services:

1. Provide design and prepare bid documents and cost estimate for the construction of the project which may include but is not limited to the following:
 - Changes to the main pool house entrance including removal of concrete wall(s) for new entrance and adding structural support if required;
 - Renovation of pool house office area including possible replacement or relocation of check in window, replacement of built-in cabinets/furniture, addition of storage space, replacement of windows on north and south to doorways and addition of climate control (equipment, insulation, etc.);
 - Renovation of ceilings and floors of entire pool house building. Renovations to include elimination or replacement of drop ceilings, painting or renovating the existing wood ceilings and renovating the existing concrete floors (tile or decorative concrete);
 - Renovation of bathrooms including replacement of shower and toilet fixtures, addition of partitions in showers, the addition of ceiling fans in both bathrooms and the addition of a changing station in men's restroom;
 - Replacement of existing and addition of grates above windows along north and south sides of restroom areas to create air flow and cross ventilation;
 - Improve efficiency of interior layout in concession building, including but not limited to, replacing built-in cabinets/furniture; and
 - Improvements to exterior of pool house, concession and chemical equipment buildings including veneer.
2. Ensure all new construction meets current ADA requirements, where applicable.
3. Assure all improvements meet current building and Arkansas Department of Health codes and regulations. Assist owner in obtaining all necessary permits which may include but is not limited to City of Fayetteville building permits and Arkansas Department of Health permits. Fees for City of Fayetteville permits will be waived.
4. Provide bidding phase services including reviewing submittals, issuing addendums (as required), attending pre-bid meeting, pre-construction meeting, etc.
5. Provide construction phase services such as review of submittals, review of pay requests, part time construction observation and attendance at progress meetings and inspections.

II. Schedule:

1. Agreement and Proposal for services due to Parks staff by noon Friday, March 1, 2013 to meet the deadline for March 19, 2013 City Council meeting. Agreement must be in the required format approved by the City of Fayetteville City Attorney.
2. Conceptual design (30%) due to Parks staff by Friday, April 12, 2013.
3. Preliminary design (60%) due to Parks staff by Tuesday, April 30, 2013.
4. Final design (100%) including construction bid documents and cost estimate due to Parks staff by Friday, May 17, 2013
5. Advertise for bids no later than Wednesday, May 22, 2013.
6. Bid opening due no later than Wednesday, June 12, 2013 to meet deadline for July 2, 2013 City Council meeting.
7. Construction contract must be approved by the Fayetteville City Council no later than Tuesday, August 6, 2013.

Please let me know if you have any questions or need additional information. You may reach me at 479-444-3472 or cdones@ci.fayetteville.ar.us. Regards,

Carole Jones, P.E.
Park Planner II



**Exhibit A Cont.
 Architectural Scope of Basic Services For:**

Project:	Wilson Park Pool Building Renovations
Client:	City of Fayetteville
Location of Project:	Fayetteville, AR
Discipline:	Architecture
Discipline Manager:	Wes Burgess
Project Manager:	Wes Burgess
Proposal Date:	2/28/13
Billing Type:	Fixed Fee
Fee/Estimate:	\$25,730.00
Description of the Construction Project:	Renovations of Bath house and Concession Buildings at Wilson Park Pool. Total project budget is \$500,000.

The services to be provided by the Architect, as outlined below, shall include submittal for the Owner's approval a schedule for the performance of the Architect's services to include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

Conceptual Design Phase - Anticipated Schedule March 20, 2013-April 12, 2013:

- Review Owner's project program and concept to establish project requirements.
- Provide preliminary evaluation of Owner's program, schedule and construction budget.
- Review with the owner alternative approaches to design and construction of the project.
- Based on the mutually agreed-upon program, schedule and construction budget requirements, the architect shall prepare, for the Owner's approval, Conceptual Design Documents as indicated below:
 - Floor plans and other drawings necessary to convey intent for 2-3 conceptual schemes.
 - Relative preliminary opinions of probable cost for each scheme.

Preliminary Design Phase - Anticipated Schedule April 13-April 30, 2013:

- Based on the selected final Conceptual Design and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Preliminary Design documents consisting of drawings and other documents as indicated below:
 - Floor Plans, Elevations, Ceiling Plan, Finish Schedule

Final Design (Construction Documents) Phase - Anticipated Schedule May 1-May 17, 2013:

- Based on the approved Preliminary Design Documents and any further adjustments in scope, quality, schedule or construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project.

- Assist the Owner in preparation of necessary bidding information, bidding forms, the Conditions of the contract, and the form of Agreement between the Owner and the Contractor.
- Assist the Owner with the filing of required documents for approval of the authorities having jurisdiction over the project.
- Provide an updated opinion of probable cost for all work contained in Construction Documents.

Bidding & Negotiating Phase - Anticipated Schedule May 18-July 2, 2013:

- Assist the owner in obtaining bids or negotiated proposals and award of contracts.
- Respond to contractor's request for information regarding clarification of the contract documents.
- Review substitution requests for products specified on project.
- Prepare addendum and supplemental drawings as needed.

Construction Administration Phase:

- No services provided under this agreement.

Additional Services:

It may become necessary from time to time to incorporate changes to the contract documents to accommodate changes in the project program and /or other requirements. These changes will be made on time and material basis and billed to the Owner per the attached billing rate schedule for additional services.

- Provide revisions to approved documents when requested and approved in writing by the Owner.
- These services shall not be provided without prior written approval by the owner.

Owner's Responsibilities:

The Owner shall be responsible for providing the following information:

- Any special requirements not typically provided by the Architect's scope which are necessary to complete the design of the project.

Excluded Items:

The following items are excluded from this proposal but may be provided at the request of the Owner for additional fee to be addressed by separate agreement

- Design and documentation of or owner provided or special systems.
- Any required environmental permitting associated with the site is assumed to have been evaluated prior to the beginning of design through appropriate due diligence by the owner or contractor and is not required for the project site including:
 - FEMA Permitting (CLOMR/LOMR)
 - Corps of Engineers 404 Permitting
 - Wetlands Determination
 - Environmental Assessment and remediation

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.



Exhibit A Cont.
Mechanical/Electrical/Plumbing Scope of Basic Services For:

Project:	Wilson Park Pool Building Renovations
Client:	City of Fayetteville
Location of Project:	Fayetteville, AR
Discipline:	Mechanical, Electrical, Plumbing
Discipline Manager:	Richard Godfrey
Project Manager:	Wes Burgess
Proposal Date:	2/28/13
Billing Type:	Fixed Fee
Fee/Estimate:	\$12,600
Description of the Construction Project:	Renovations of Bath house and Concession Buildings at Wilson Park Pool. Total project budget is \$500,000.

Mechanical design shall consist of ventilation, and air conditioning (HVAC) systems design. Air conditioning shall be limited to office area only. Mechanical design shall be in general conformance with the 2006 Arkansas Mechanical Code. HVAC design shall include the following items presented at the following project phases:

Conceptual Design Phase - Anticipated Schedule March 20, 2013-April 12, 2013:

- Develop mechanical systems and mechanical space requirements for narrative.

Preliminary Design Phase - Anticipated Schedule April 13-April 30, 2013:

- Locate major mechanical equipment.
- Single line ductwork plan.
- Preliminary equipment schedules.
- Specification index.

Final Design (Construction Documents) Phase - Anticipated Schedule May 1-May 17, 2013:

- Final plans including: equipment/ductwork layout, piping plans, schedules, and details.
- Specifications.

Bidding & Negotiation:

- Provide addenda information as required for clarification regarding construction documents.

Construction Administration:

- No services provided under this agreement.

Plumbing design shall consist of design for domestic water, natural gas, and sanitary sewer. Plumbing design shall be in general conformance with the 2009 International Plumbing Code. Plumbing design shall include the following items presented at the following project phases:

Conceptual Design Phase - Anticipated Schedule March 20, 2013-April 12, 2013:

- Develop plumbing systems and plumbing space requirements for narrative.

Preliminary Design Phase - Anticipated Schedule April 13-April 30, 2013:

- Locate plumbing fixtures and equipment.
- Preliminary plumbing fixture schedule.
- Preliminary one line piping plans.
- Specification index.

Final Design (Construction Documents) Phase - Anticipated Schedule May 1-May 17, 2013:

- Final plans including domestic water, sanitary sewer and natural gas distribution plans, plumbing fixtures, schedules and details.
- Final rough-in plumbing design to be based on input from City personnel.
- Specifications.

Bidding & Negotiation:

- Provide addenda information as required for clarification regarding construction documents.

Construction Administration:

- No services provided under this agreement.

Electrical design shall consist of design for power, lighting, and communications systems (if required). Electrical design shall be in general conformance with the 2011 National Electrical Code. Electrical design shall include the following items presented at the following project phases:

Conceptual Design Phase - Anticipated Schedule March 20, 2013-April 12, 2013:

- Develop electrical systems and electrical space requirements for narrative.

Preliminary Design Phase - Anticipated Schedule April 13-April 30, 2013:

- Preliminary electrical power plans indicating panels, distribution and receptacles.
- Preliminary communication plans indicating low voltage (data, phone, cable) outlets.
- Preliminary Lighting plans.
- Preliminary lighting fixture schedule.
- Specification index.

Final Design (Construction Documents) Phase - Anticipated Schedule May 1-May 17, 2013:

- Final electrical power plans indicating panels, distribution and receptacles.
- Final communication plans indicating low voltage (data, phone, cable) outlets.
- Final lighting plans.
- Final lighting fixture and panel schedules.
- Performance based fire alarm plans.
- Backbox only plans for owner provided access control locations.
- Specifications.

Bidding & Negotiation:

- Provide addenda information as required for clarification regarding construction documents.

Construction Administration:

- No services provided under this agreement.

Provide design for fire protection system via a performance specification if fire protection system is determined to be required by Architect.

Drawings will be in *Revit* format and will be presented in hardcopy format. Electronic copies of drawing files can also be provided in PDF format, only, for archiving purposes.

Drawings will be made available in *AutoCAD* format to the Architect, upon request, for coordination with the other design professionals. These files will be transferred via the Engineer's file exchange server. These files are to be used by members of the design team, only, and shall not be transferred to contractors, sub-contractors, other design professionals, etc., without written permission from Crafton, Tull, & Associates, Inc.

Mechanical, electrical, and plumbing design, drawings, and responsibility shall terminate five (5) feet outside of the building, except as required for feeders from transformers beyond this distance, site lighting, parking lot lighting and branch circuiting. Outside plant telecommunications empty conduit shall terminate 5'-0" outside of building.

Scope of Basic Services does NOT include the following:

- Site sewer, water, gas, or drainage design.
- Detailed energy analysis and/or life-cycle cost analysis.
- Design for Backup power to systems (UPS or generator).
- Preparation of energy code compliance documentation.
- Fire protection system hydraulic calculations and/or preparation of shop drawings.
- Fire alarm system battery calculations, foot candela levels and/or preparation of shop drawings.
- Specification and/or design of security, access control and surveillance system.
- Specification and/or design of audio and video systems.
- Specification and/or design of theatrical production lighting.
- Detailed equipment and/or materials take-off.
- Preparation of "As-Built" drawings.

- Lightning protection system.
- LEED design or documentation.
- Specification and/or design of foodservice equipment.
- Construction administration services.
- Specification and/or design of site lighting.

Note: Services listed can be provided for additional fee.

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.

**Exhibit A Cont.
Scope of Basic Services
For Survey:**

Project:	Wilson Park Pool Building Renovations
Client:	City of Fayetteville
Location of Project:	Wilson Park Pool – west end of pool admissions building
Discipline:	<i>Surveying (for Project Design)</i>
Discipline Manager:	Al Harris
Project Manager:	Wes Burgess
Proposal Date:	2/28/2013
Billing Type:	Fixed Fee
Fee/Estimate:	\$1,500 for partial Topographic Survey at west end of pool admissions building
Description of the Construction Project:	Proposed improvements to the existing admissions building and handicap ramps for parking lot. The area for the survey is as shown on attached Exhibit "C" Survey Site.

1. Our survey crew will set a minimum of two semi-permanent survey control monuments/benchmarks on the site that will be tied to the city coordinate & elevation datum to which all survey data will be referenced.
2. We will provide a partial topographic survey of the project area site as shown on the aerial map attached as Exhibit "C". Sufficient ground elevation shots will be taken for the creation of 1'-contours across the proposed improvement site. We will locate the exterior corners of the existing building on the site and determine the finish floor elevation. The project site for the topographic survey will include approximately 4,350 square feet.
3. We will locate all visible utility lines within the project area site, and will include the sizes & flow lines of visible drainage inlets and pipes, and sewer manhole tops & inverts.
4. A portion of the existing parking lot will be located in the vicinity of the northwest corner of the admissions building. We will survey the location and elevations of the curb, edge of asphalt and sidewalk.
5. We will prepare a base survey drawing of the topographic survey for the proposed improvement area site, which will be used for architectural and/or engineering design purposes.
6. Scope of Basic Services does NOT include the following:
 - a. Tree surveys.
 - b. Easement dedication plat, easement documents, tract split plats, or similar type plats as may be required by the governing agency for approval of this project. Surveys and plats of the property for financing, sales, or for purposes other than as previously described, such as an as-built survey.
 - c. Surveys of offsite utility, street or drainage improvements not within the project area.
 - d. Surveys for environmental studies, including wetland delineation.
 - e. Surveys for flood data or studies for Corps of Engineer, FEMA or other special government agency permitting.
 - f. Surveys for location of geotechnical soil borings or pits, and construction services or staking.

Note: Services listed under Item 6 can be provided for additional fee.

7. Client shall provide:
 - a. Disclosure of known buried tanks or environmental concerns within the proposed improvement site area that will be required to be shown on the survey.
 - b. Access for our survey crew personnel to enter the property to conduct the surveys.

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.

WILSON PARK POOL BUILDING RENOVATIONS EXHIBIT A Cont.				
Phase Name	Employee/Class Name	Billable Rate	Hours	Cost
Conceptual Design				
	Director of Architecture	\$ 145.00	34	\$ 4,930.00
	Intern Architect III	\$ 95.00	12	\$ 1,140.00
	Engineer Intern II	\$ 85.00	8	\$ 680.00
	Sr. Professional Surveyor	\$ 120.00	2	\$ 240.00
	Professional Surveyor	\$ 90.00	4	\$ 360.00
	Survey Party Chief	\$ 60.00	7	\$ 420.00
	Survey Technician II	\$ 40.00	12	\$ 480.00
	Sub-Total		79	\$ 8,250.00
Preliminary Design				
	Director of Architecture	\$ 145.00	8	\$ 1,160.00
	Intern Architect III	\$ 95.00	46	\$ 4,370.00
	Sr. Engineering Manager	\$ 140.00	4	\$ 560.00
	Engineering Designer III	\$ 95.00	20	\$ 1,900.00
	BIM Coordinator III	\$ 70.00	8	\$ 560.00
	Sub-Total		86	\$ 8,550.00
Final Design / Const. Docs				
	Director of Architecture	\$ 145.00	40	\$ 5,800.00
	Intern Architect III	\$ 95.00	49	\$ 4,655.00
	Vice President of Engineering	\$ 150.00	2	\$ 300.00
	Sr. Engineering Manager	\$ 140.00	8	\$ 1,120.00
	Project Engineer	\$ 100.00	8	\$ 800.00
	Engineering Designer III	\$ 95.00	44	\$ 4,180.00
	Engineer Intern II	\$ 85.00	16	\$ 1,360.00
	Engineer Intern I	\$ 75.00	5	\$ 375.00
	BIM Coordinator III	\$ 70.00	32	\$ 2,240.00
	Sub-Total		204	\$ 20,830.00
Bidding & Negotiating				
	Director of Architecture	\$ 145.00	6	\$ 870.00
	Intern Architect III	\$ 95.00	14	\$ 1,330.00
	Sub-Total		20	\$ 2,200.00
Reimbursable Expenses				
	Survey Expenses			\$ 250.00
	Mileage			\$ 250.00
	Postage			\$ 100.00
	Printing			\$ 1,500.00
	Health Dept. Review Fee			\$ 500.00
	Sub-Total			\$ 2,600.00
Total			389	\$ 42,430.00

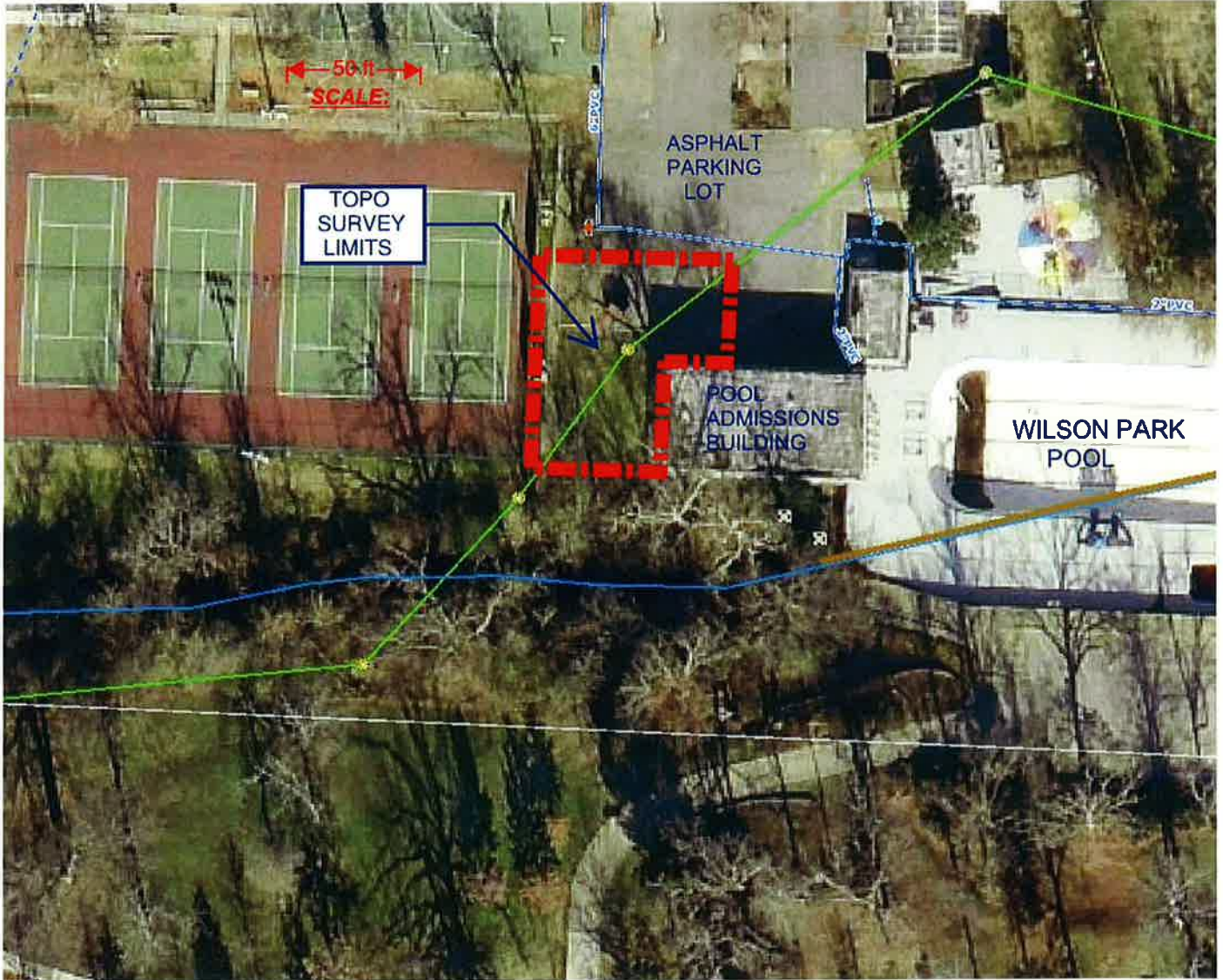


Exhibit "B"
Standard Hourly Rate Schedule
 Effective February 5, 2013

Category	Hourly Rate
ARCHITECTURE	
VICE PRESIDENT OF ARCHITECTURE	\$ 150
DIRECTOR OF ARCHITECTURE	\$ 145
DIRECTOR OF QUALITY ASSURANCE	\$ 145
SR. PROJECT MANAGER	\$ 140
PROJECT MANAGER	\$ 125
SR. PROJECT ARCHITECT	\$ 105
PROJECT ARCHITECT	\$ 95
INTERN ARCHITECT III	\$ 95
INTERN ARCHITECT II	\$ 85
INTERN ARCHITECT I	\$ 75
SR. DESIGNER	\$ 110
DESIGNER III	\$ 95
DESIGNER II	\$ 85
DESIGNER I	\$ 75
BIM COORDINATOR III	\$ 70
BIM COORDINATOR II	\$ 55
BIM COORDINATOR I	\$ 40
INTERIOR DESIGN	
VICE PRESIDENT OF INTERIOR DESIGN ..	\$ 105
DIRECTOR OF INTERIOR DESIGN	\$ 95
INTERIOR DESIGN PROJECT MANAGER ..	\$ 90
SR. PROJECT INTERIOR DESIGNER	\$ 85
PROJECT INTERIOR DESIGNER	\$ 80
INTERIOR DESIGNER III	\$ 75
INTERIOR DESIGNER II	\$ 70
INTERIOR DESIGNER I	\$ 65
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 150
SR. ENGINEERING MANAGER	\$ 140
ENGINEERING MANAGER	\$ 125
SR. PROJECT ENGINEER	\$ 110
PROJECT ENGINEER	\$ 100
ENGINEER INTERN II	\$ 85
ENGINEER INTERN I	\$ 75
SR. ENGINEERING DESIGNER	\$ 110
ENGINEERING DESIGNER III	\$ 95
ENGINEERING DESIGNER II	\$ 85
ENGINEERING DESIGNER I	\$ 75
ENGINEERING CAD TECHNICIAN III	\$ 70
ENGINEERING CAD TECHNICIAN II	\$ 55
ENGINEERING CAD TECHNICIAN I	\$ 40
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	\$ 115
PROJECT LANDSCAPE ARCHITECT	\$ 90
LANDSCAPE ARCHITECTURE DESIGNER ..	\$ 80
LANDSCAPE ARCHITECT INTERN	\$ 55
PLANNING	
PLANNING MANAGER	\$ 125
SR. PLANNER	\$ 110
PLANNER	\$ 90
INSPECTION	
SR. INSPECTOR	\$ 90
INSPECTOR II	\$ 80
INSPECTOR I	\$ 65



Category	Hourly Rate
STRUCTURAL & MEP ENGINEERING	
VICE PRESIDENT OF ENGINEERING	\$ 150
DIRECTOR OF ENGINEERING	\$ 145
SR. PROJECT MANAGER	\$ 140
PROJECT MANAGER	\$ 125
SR. PROJECT ENGINEER	\$ 110
PROJECT ENGINEER	\$ 100
ENGINEER INTERN III	\$ 95
ENGINEER INTERN II	\$ 85
ENGINEER INTERN I	\$ 75
SR. ENGINEERING DESIGNER	\$ 110
ENGINEERING DESIGNER III	\$ 95
ENGINEERING DESIGNER II	\$ 85
ENGINEERING DESIGNER I	\$ 75
BIM COORDINATOR III	\$ 70
BIM COORDINATOR II	\$ 55
BIM COORDINATOR I	\$ 40
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	\$ 150
SR. PROFESSIONAL SURVEYOR	\$ 120
PROFESSIONAL SURVEYOR	\$ 90
SURVEY COORDINATOR	\$ 70
SURVEYOR INTERN	\$ 75
SURVEY PARTY CHIEF	\$ 60
SURVEY TECHNICIAN III	\$ 55
SURVEY TECHNICIAN II	\$ 40
SURVEY TECHNICIAN I	\$ 30
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	\$ 95
GIS ANALYST	\$ 85
GIS TECHNICIAN II	\$ 55
GIS TECHNICIAN I	\$ 40
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 150
ADMINISTRATIVE MANAGER	\$ 120
ADMINISTRATIVE IV	\$ 80
ADMINISTRATIVE III	\$ 60
ADMINISTRATIVE II	\$ 45
ADMINISTRATIVE I	\$ 35
REIMBURSABLE EXPENSES	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
Job Related Mileage.....	\$0.56/Mile
Per Diem for Out of Town Crews.....	Per GSA Allowable
Airfare and other travel related expenses.....	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
<i>All rates are subject to change without notice.</i>	

EXHIBIT "C"
SURVEY SITE LOCATION
WILSON PARK POOL



City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)
 All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
 All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requestion No.: _____		Date: 3/19/2013					
P.O Number: _____		Expected Delivery Date: _____					
Mail Yes: _____	No: _____	Quotes Attached Yes: _____	No: _____				
Division Head Approval: 							
Extension: 3472		Project/Subproject #	Fixed Asset #				
Requester: 	City: Rogers	State: AR	Requester's Employee #: 3003				
Vendor #: _____	Vendor Name: Crafton Tull						
Address: 901 N. 47th Street Suite 200		Zip Code: 72756	Fob Point: _____				
Item Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Inventory #	Fixed Asset #
1 Architectural Services for Wilson Park Pool Buildings Renovation per RFQ #13-01	1	Lot	\$42,430.00	\$42,430.00	2250.9255.5314.00	13001.1101	
2			\$0.00				
3			\$0.00				
			\$0.00				
			\$0.00				
			\$0.00				
			\$0.00				
			\$0.00				
			\$0.00				
			\$0.00				
*	Shipping/Handling			\$0.00			
Special Instructions:							
Tax is included in the contract price.							
Subtotal:				\$42,430.00			
Tax:							
Total:				\$42,430.00			

Appovals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

