### City of Fayetteville Item Review Form

2014-0090 Legistar File Number

March 4, 2014

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

Alison Jumper Submitted By	Action Required:	Parks and Recreation  Department
A resolution approving an agreem the City of Fayetteville and Craftor renovation of the Lake Fayetteville	n Tull in the amount of \$83,225 t	
Does this item have a cost? Yes		
\$83,225.00	\$1,366,035.00	Community Park Improvements
Cost of this request	Category or Project Budget	Program or Project Name
2250.9255.5315.00	\$461,559.79	Lake Fayetteville Improvements
Account Number	Funds Used to Date	Program or Project Category
13001.1306	\$821,250.21	Parks Development
Project Number	Remaining Balance	Fund Name
Budgeted Item?	Budget Adjustment Attached?	
Previous Ordinance or Resolution #		V20130812
Original Contract Number:		2/18/14 UNY
Comments:		2/18/14
Paul a. Bul		



THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENT CORRESPONDENCE

#### CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff

Connie Edmonston, Parks and Recreation Director

From: Alison Jumper, Park Planning Superintendent

Date: February 14, 2014

Subject: Resolution to approve a contract for architectural services with Crafton Tull

Agenda Request for March 4, 2014 Meeting

#### PROPOSAL:

The softball fields at Lake Fayetteville were originally buillt in circa 1975. Increased development surrounding the fields and inadequate drainage has led to continued maintenance burden and expense. Each year maintenance crews work to remove infield material that washes across the bleacher area and onto the field below. Drainage improvements to all three fields as well as potential upgrades to the concession and restrooms were identified in the 2014 Capital Improvement Plan.

A selection committee was formed per RFQ 13-01 and met on February 10, 2014. 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 summer softball league is complete.

#### **RECOMMENDATION:**

Staff recommends a resolution approving the agreement between the City of Fayetteville and Crafton Tull in an amount not to exceed \$83,225 for architectural and engineering services associated with the renovation of the Lake Fayetteville Softball Complex.

#### **BUDGET IMPACT:**

This project is funded with Parks Development Funds. The cost of \$83,225 is accounted for in project number 13001.1306 – Lake Fayetteville Improvements.

#### **Attachments:**

Staff Review Form Agreement Signed by Architect PO Request

RESOLUTION	ON NO.	
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A RESOLUTION TO APPROVE A CONTRACT WITH CRAFTON TULL & ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$83,225.00 FOR ARCHITECTURAL AND ENGINEERING SERVICES ASSOCIATED WITH THE RENOVATION OF THE LAKE FAYETTEVILLE SOFTBALL COMPLEX

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 & Associates in an amount not to exceed \$83,225.00 for architectural and engineering services associated with the renovation of the Lake Fayetteville Softball Complex. A copy of the contract is attached as Exhibit "A".

PASSED and APPROVED this 4th day of March, 2014.

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 \_\_\_\_\_\_\_, 2014, 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 and engineering 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 and engineering 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 or engineer 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/or the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

#### SECTION 2 - BASIC SERVICES OF ARCHITECT AND ENGINEER

- 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 Appendix 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 and engineering 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 Appendix A.

#### SECTION 5 - PAYMENTS TO ARCHITECT

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is \$\frac{\\$83,225}{\}\$. The CITY OF FAYETTEVILLE shall compensate CRAFTON TULL based on a Lump Sum basis as described in Appendix A, not to exceed \$\frac{\\$83,225}{\}\$.
- 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

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:

Type of Coverage Limits of Liability

Workers' Compensation Statutory

Employers' Liability \$500,000 Each Accident

Commercial General Liability

Bodily Injury and \$1,000,000 Combined Single Limit Property Damage

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 and engineering 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 the Mayor and/or 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:

- 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:
- 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
- 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),
- 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.
- 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
- 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.
- Architectural and engineering 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 St., Suite 200 Rogers, AR 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 continent 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 <u>CRAFTON TULL</u>, by its authorized officer have made and executed this Agreement as of

END OF AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES

the day and year first above written.

#### Exhibit "A"



# THE CITY OF FAYETTEVILLE, ARKA NSAS PARKS AND RECREATION DEPARTMENT 113 West Mountain Fayetteville, AR 72701 P (479) 444-3471 F (479) 521-7714

#### February 11, 2014

Crafton Tull has been selected to assist Fayetteville Parks and Recreation with the renovation of Lake Fayetteville Softball Complex. Included in the scope of work are renovations to the three softball fields including bleacher and dugout areas, fences and lighting and concession and restroom buildings. The city requests a proposal from qualified architects for the following scope of work:

#### I. Services:

- 1. Design renovation and provide cost estimates for the project which may include but is not limited to the following:
  - Surveying existing conditions;
  - Evaluating existing drainage structures;
  - Evaluating and renovating asphalt vehicular access to accommodate vehicles, pedestrians, and drainage;
  - Grading all fields to provide positive drainage from home plate to the outfield fence and around outside of fields (this may include retaining walls);
  - Adjusting, renovating, or adding ballfield lighting, fences, dugouts, score huts, turf, and bleacher areas to accommodate new field elevations;
  - Assess existing irrigation supply line, design new irrigation system for all three fields.
  - · Renovating dugouts and bleacher areas for all fields;
  - Designing ADA access to all fields and spectator areas from parking area and between fields;
  - Renovating of the concession and restroom buildings. This may include new fixtures, cabinets, windows, wall covering, etc.;
  - Designing and replacing ballfield irrigation system including pump and supply line; and
  - Designing landscaping for entry, concession and restroom area.
- 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. 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:

- Agreement and Proposal for services due to Parks staff by noon Friday, February 14, 2014 to meet the deadline for March 4, 2014 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 18, 2014.
- 3. Preliminary design (60%) due to Parks staff by Tuesday, May 2, 2014.
- 4. Final design (100%) including construction bid documents and cost estimate due to Parks staff by Friday, May 23, 2013
- 5. Advertise for bids no later than Wednesday, June 4, 2014.
- Bid opening due no later than Wednesday, June 25, 2013 to meet deadline for July 15, 2013 City Council meeting.

Please let me know if you have any questions or need additional information. You may reach me at 479-444-3469 or <a href="mailto:ajumper@ci.fayetteville.ar.us">ajumper@ci.fayetteville.ar.us</a>.

Regards,

Alison Jumper, PLA Park Planning Superintendent

#### Exhibit "A" Cont.

#### Surveying Scope of Basic Services for Survey:

Project:	Lake Fayetteville Softball Complex Renovations
Client:	City of Fayetteville
Location of Project:	Fayetteville, AR
Discipline:	Surveying
Discipline Manager:	Al Harris
Project Manager:	Wes Burgess
Proposal Date:	02/13/14
Billing Type:	Lump Sum
Fee:	Survey Fee: \$ 12,800 - plus reimbursable expenses of \$1,700
Description of the Project site:	Improvements to the Lake Fayetteville Softball Field Complex located on the west side of Lake Fayetteville as shown on the attached aerial site map (Exhibit "C") containing approximately 14.0 acres.

- We will mark the survey site and request a Utility 1-Call System underground utility line locate within the designated project improvement area.
- Our survey crew will set a minimum of two semi-permanent survey control monuments on the site that will be tied to the city coordinate and elevation datum to which all survey data for this project will be referenced.
- We will provide a topographic survey of the softball field complex area as shown on the attached Exhibit "C" aerial map. We will locate the buildings and restrooms within the softball complex, the perimeter fences, light poles, back stops, dugouts, bleachers, and other visible structures within the project area. Ground elevations will be taken across the existing softball field areas for the creation of 1'contours across the project site. All retaining walls, curbs, sidewalks and other structures will be located and their elevations determined.
- We will locate all visible utility lines on the project improvement area site and those as marked by the utility 1-Call System, and will include the sizes & flow lines of drainage inlets and pipes, and sewer manhole tops & inverts
- The edge of the private driveways and parking areas, where shown on the attached Exhibit "C" proposed improvement site, will be located and shown on the survey. We will survey the location and elevations of the adjacent curb, edge of asphalt, sidewalk, and driveways within the project site area to enable the determination of the site drainage across the softball fields. A portion of the existing asphalt trail located on top of the lake dam will also be located and shown on the survey within the site area as shown on the attached Exhibit "C" aerial map.
- We will locate the edge of the tree line on the south side of the project site as shown on Exhibit "C". The individual trees within the heavily wooded area along the south side will not be located or shown on the survey drawing. The individual trees located throughout the site will be located and shown on the survey including the measured diameters.
- We will locate the portions of the city boundary lines within the limits of this project site, which will be shown on the survey.
- We will prepare a base survey drawing of the topographic survey for the softball field complex improvement area site, which will be used for engineering and architectural design purposes.
- We will prepare a Project Control Sheet for the survey site for inclusion in the civil construction drawing plan set.

#### Scope of Basic Services does NOT include the following:

- Boundary survey for the entire city park or a separate boundary survey plat.
- Topographic survey data, trees, and existing improvements that are not located within the project area as shown on attached Exhibit "C".
- 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 sales, or for purposes other than as previously described.
- Surveys of offsite areas not located within the above referenced property.
- Surveys for environmental studies, including wetland delineation.
- Surveys for flood data or studies for Corps of Engineer, FEMA or other special government agency permitting.
- · Surveys for location of geotechnical soil borings or pits.
- Surveying related to construction services or construction staking.

Note: These Additional Services can be provided for additional fee.

#### Client shall provide:

- Disclosure of known buried utilities that are not marked by the Arkansas 1-Call System.
- Any existing boundary and topographic survey plats of the property that are in their possession.
- Disclosure of known boundary disputes, possible encroachments, and gaps or overlaps with adjoining properties.
- Disclosure of known buried tanks or environmental concerns within the proposed improvement site area that will be required to be shown on the survey.
- Access for our survey crew personnel to enter the property to conduct the surveys.

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

## Civil Engineering Scope of Basic Services For:

Project:	Lake Fayetteville Softball Complex Renovations
Client:	City of Fayetteville
Location of Project:	Fayetteville, AR
Discipline:	Civil Engineering
Discipline Manager:	Daniel Ellis
Project Manager:	Wes Burgess
Proposal Date:	02/13/14
Billing Type:	Lump Sum
Fee/Estimate:	\$34,625
Description of the Construction Project:	Renovation of an existing Softball Complex near Lake Fayetteville. The project will include evaluating existing drainage patterns onsite and developing improvements ensure runoff does not flow toward home plate. Vehicular access will be evaluated and improved if necessary.

The services to be provided by Civil Engineering:

#### Conceptual Design Phase - Anticipated Schedule March 5-April 18, 2014:

- Site Investigations & Feasibility Studies
- Guidance on City Planning Codes
- Project Scheduling
- Conceptual Site Plan

#### Preliminary Design Phase ("On-site" Only) - Anticipated Schedule April 19-May 2, 2014:

- Development Plans for City Permitting
- Attend City Meetings
- Preliminary Drainage Report
- Preliminary Drawings to include:
  - Site Plan
  - Utility Plan (including coordination with local utility companies for their layouts)
  - Grading Plan
  - Erosion Control Plan
  - Storm Sewer Profiles
  - Detail Sheets

#### Final Design Phase ("On-site" Only) - Anticipated Schedule May 3-May 23, 2014:

- Construction Drawings to include:
  - Site Plan
  - Utility Plan (including coordination with local utility companies for their layouts)
  - Grading Plan
  - Erosion Control Plan
  - Storm Sewer Profiles
  - Detail Sheets
  - · Final Drainage Report
  - Storm Water Permitting with City and applicable State Agency
  - Utility Construction Permitting with City and applicable State Agency

#### Bidding & Negotiating Phase - Anticipated Schedule May 24-July 15, 2014:

- 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 - Anticipated Schedule Starting July 16, 2014:

- Construction Observation
- Process Change Orders
- Progress Meetings
- Construction Staking
- Process and Verify Pay Requests

- Record Drawings
- Final Inspection & Project Close-out

#### **Services Provided by Architect:**

- Architectural Design
- Site Lighting Plan and Photometric Layout
- Building Elevations, if required

#### Items Provided by Client if required for Project (it is not anticipated that these items will be needed):

- Geotechnical Report
- Title Commitment
- Phase I Environmental Assessment
- Easement Procurement

#### Additional Items that can be Provided by CTA under amendment or separate contract

- FEMA Studies & Map Revision Applications (CLOMR/LOMR)
- Wetland Determinations
- · Corps of Engineer Permitting
- Traffic Study
- Landscaping Design
- · Offsite Utility or Street Extensions

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

# Landscape Architecture Scope of Basic Services For:

Project:	Lake Fayetteville Softball Complex Renovations	
Client:	City of Fayetteville	
Location of Project:	Fayetteville, AR	
Discipline:	Landscape Architecture	
Discipline Manager:	Frank Riggins	
Project Manager:	Wes Burgess	
Proposal Date:	02/13/14	
Billing Type:	Lump Sum	
Fee/Estimate:	\$10,500.00	

#### The Services to be Provided by the Landscape Architect are as Outlined Below:

- · Assess existing irrigation system supply line.
- Design of new irrigation systems for existing fields to include pump and supply line showing the location of the
  irrigation heads, valve locations, piping diagram and pipe sizes, pump and supply line location and size, and
  pump specifications.
- Landscape design for entry, restrooms and concession areas
- Provide a cost estimate of the landscape improvements shown on the drawings.
- Provide written technical specifications for the work shown on the landscape and irrigation drawings.
- · Provide landscape and irrigation details.
- Drawings will be in AutoCad format and will be presented in hardcopy format.
- Part time inspection and attendance at progress meetings.

#### Scope of Basic Services does Not Include the Following:

- Geotechnical Investigation.
- · Re-zoning or re-classification of the site.
- As-built documents.
- · Fees or permits.
- Hardscape design or detailing.
- Grading and/or drainage design.
- Retaining wall design.
- Tree survey and species identification and inventory.

Note: Services listed can be provided for additional fee.

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

## Architectural Scope of Basic Services For:

Project:	Lake Fayetteville Softball Complex Renovations
Client:	City of Fayetteville
Location of Project:	Fayetteville, AR
Discipline:	Architecture
Discipline Manager:	Wes Burgess
Project Manager:	Wes Burgess
Proposal Date:	02/13/14
Billing Type:	Lump Sum
Fee/Estimate:	\$17,500
Description of the Construction Project:	Renovations to softball fields, site amenities and associated buildings per City of Fayetteville project scope sheet

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 5-April 18, 2014:

- 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 conceptual schemes.
  - Relative preliminary opinions of probable cost for each scheme.

#### Preliminary Design Phase- Anticipated Schedule April 19-May 2, 2014:

- 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 3-May 23, 2014:

- 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 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 24-July 15, 2014:

- · 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 - Anticipated Schedule Starting July 16, 2014:

- Provide administration of the Contract for Construction as set forth in the Owner Architect Agreement, and the General Conditions of the Contract for Construction.
- Provide a project representative to advise and consult with the Owner during the administration of the Contract for Construction.
- Provide for approval of shop drawings and submittals from the contractor.

- Attend regular site visits and construction meetings on a maximum b-weekly basis for the purpose of monitoring construction progress and general conformance with the Contract documents, report to the Owner any deviations from the Contract Documents.
- · Conduct final inspection and review contractors punch list for completion of project.

#### **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.

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

**End of Exhibit** 

LAKE FAYETTEVILLE SO	FTBALL COMPLEX RENOVATIONS EXH	BIT A Cont.		
Phase Name	Employee/Class Name	Billable Rate	Hou	rs Cost
Conceptual Design				
	Director of Architecture	\$ 145.00	6	\$ 870.00
	Intern Architect III	\$ 95.00	24	\$ 2,280.00
	Sr. Engineering Manager	\$ 145.00	4	\$ 580.00
	Sr. Project Engineer	\$ 115.00	6	\$ 690.00
	Engineer Intern II	\$ 85.00	10	\$ 850.00
	Engineering Designer I	\$ 75.00	2	\$ 150.00
	Engineering CAD Tech III	\$ 70.00	20	\$ 1,400.00
	Sr. Professional Surveyor	\$ 120.00	10	\$ 1,200.00
	Professional Surveyor	\$ 90.00	43	\$ 3,870.00
	Survey Party Chief	\$ 80.00	65	\$ 5,200.00
	Survey Technician III	\$ 55.00	46	\$ 2,530.00
	Sub-	<b>Total</b>	236	\$ 19,620.00
Preliminary Design	Tax can be	14	ř .	T # 500.00
	Director of Architecture	\$ 145.00	4	\$ 580.00
	Intern Architect III	\$ 95.00	24	\$ 2,280.00
	Sr. Landscape Architect	\$ 115.00	8	\$ 920.00
	Project Lanscape Architect	\$ 90.00	8	\$ 720.00
	Landscape Arch Desgner	\$ 80.00	8	\$ 640.00
	Sr. Engineering Manager	\$ 145.00	6	\$ 870.00
	Sr. Project Engineer	\$ 115.00	·	\$ 460.00
	Engineer Intern II	\$ 85.00	10	\$ 850.00
	Engineering Designer I	\$ 75.00		\$ 300.00
	Engineering CAD Tech III	\$ 70.00	32	\$ 2,240.00
	Sub-	Гotal	108	\$ 9,860.00
Final Design / Const. De	nes			
rinal Design / Const. De	Director of Architecture	\$ 145.00	T 6	\$ 870.00
	Intern Architect III	\$ 95.00		\$ 4,655.00
	Sr. Landscape Architect	\$ 115.00		\$ 1,610.00
	Project Lanscape Architect	\$ 90.00	+	\$ 1,980.00
	Landscape Arch Desgner	\$ 80.00		\$ 1,600.00
	Landscape Arch Intern	\$ 55.00		\$ 660.00
	Sr. Engineering Manager	\$ 145.00		\$ 870.00
	Sr. Project Engineer	\$ 115.00		\$ 460.00
	Engineer Intern II	\$ 85.00		\$ 3,400.00
	Engineering Designer I	\$ 75.00		\$ 750.00
	Adminstrative Assistant III	\$ 60.00	-	\$ 135.00
	Engineering CAD Tech III	\$ 70.00		\$ 5,600.00
			265	\$ 22,590.00

<b>Bidding &amp; Negotiating</b>					
	Director of Architecture	\$	145.00	4	\$ 580.00
	Intern Architect III	\$	95.00	4	\$ 380.00
	Project Lanscape Architect	\$	90.00	4	\$ 360.00
	Landscape Arch Desgner	\$	80.00	4	\$ 320.00
	Engineer Intern II	\$	85.00	4	\$ 340.00
	Engineering Designer I	\$	75.00	2	\$ 150.00
	Sub-T	otal		22	\$ 2,130.00
Construction Phase Ser	rvices				
	Director of Architecture	\$	145.00	8	\$ 1,160.00
	Intern Architect III	\$	95.00	40	\$ 3,800.00
	Sr. Landscape Architect	\$	115.00	8	\$ 920.00
	Project Lanscape Architect	\$	90.00	8	\$ 720.00
	Sr. Engineering Manager	\$	145.00	11	\$ 1,595.00
	Sr. Project Engineer	\$	115.00	22	\$ 2,530.00
	Engineer Intern II	\$	85.00	24	\$ 2,040.00
	Sr. Inspector	\$	90.00	94	\$ 8,460.00
	Sub-T	otal		215	\$ 21,225.00
Reimbursable Expesns					
	Survey Expenses				\$ 1,700.00
	Mileage				\$ 3,500.00
	Postage				\$ 100.00
	Printing				\$ 2,000.00
	Health Dept. Review Fee				\$ 500.00
	Sub-1	otal			\$ 7,800.00
	T	otal		846	\$ 83,225.00



# Exhibit "B" Standard Hourly Rate Schedule Effective January 1, 2014

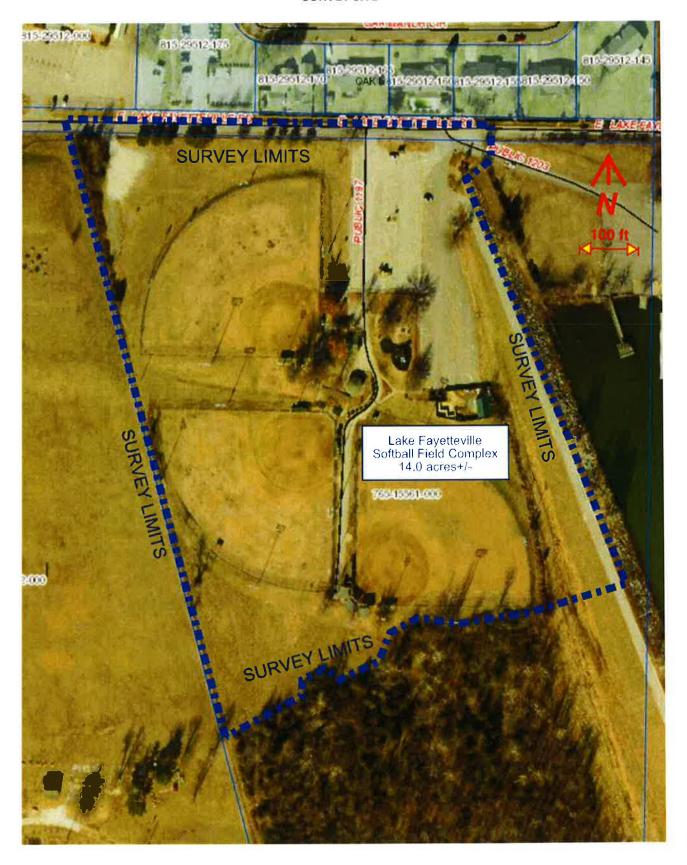
Category
VICE PRESIDENT OF ARCHITECTURE         \$ 150           DIRECTOR OF ARCHITECTURE         \$ 145           DIRECTOR OF QUALITY ASSURANCE         \$ 145           SR. PROJECT MANAGER         \$ 140           PROJECT MANAGER         \$ 125           SR. PROJECT ARCHITECT         \$ 110           PROJECT ARCHITECT         \$ 100           INTERN ARCHITECT III         \$ 85           INTERN ARCHITECT II         \$ 75           SR. DESIGNER         \$ 110           DESIGNER III         \$ 95           DESIGNER III         \$ 85           DESIGNER II         \$ 75           BIM COORDINATOR II         \$ 70           BIM COORDINATOR I         \$ 55           BIM COORDINATOR I         \$ 40           INTERIOR DESIGN         \$ 95           VICE PRESIDENT OF INTERIOR DESIGN         \$ 95           INTERIOR DESIGN         \$ 95           INTERIOR DESIGN PROJECT MANAGER         \$ 90           SR. PROJECT INTERIOR DESIGNER         \$ 85           PROJECT INTERIOR DESIGNER         \$ 85
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SR. ENGINEERING MANAGER \$ 145
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SR. PROJECT ENGINEER\$ 115
PROJECT ENGINEER\$ 100
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1
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ENGINEER INTERN I         \$ 75           SR. ENGINEERING DESIGNER         \$ 115
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ENGINEER INTERN I         \$ 75           SR. ENGINEERING DESIGNER         \$ 115           ENGINEERING DESIGNER III         \$ 95
ENGINEER INTERN I       \$ 75         SR. ENGINEERING DESIGNER       \$ 115         ENGINEERING DESIGNER III       \$ 95         ENGINEERING DESIGNER II       \$ 85
ENGINEER INTERN I       \$ 75         SR. ENGINEERING DESIGNER       \$ 115         ENGINEERING DESIGNER III       \$ 95         ENGINEERING DESIGNER II       \$ 85         ENGINEERING DESIGNER I       \$ 75
ENGINEER INTERN I       \$ 75         SR. ENGINEERING DESIGNER       \$ 115         ENGINEERING DESIGNER III       \$ 95         ENGINEERING DESIGNER II       \$ 85         ENGINEERING DESIGNER I       \$ 75         ENGINEERING CAD TECHNICIAN III       \$ 70
ENGINEER INTERN I       \$ 75         SR. ENGINEERING DESIGNER       \$ 115         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       \$ 45
ENGINEER INTERN I
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ENGINEER INTERN I       \$ 75         SR. ENGINEERING DESIGNER       \$ 115         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       \$ 45         LANDSCAPE ARCHITECTURE       \$ 115         SR. LANDSCAPE ARCHITECT       \$ 90
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Category	Hou Ra	
STRUCTURAL & MEP ENGINEERING		
VICE PRESIDENT OF ENGINEERING	\$	150
DIRECTOR OF ENGINEERING		145
SR. PROJECT MANAGER	\$	140
PROJECT MANAGER	\$	125
SR. PROJECT ENGINEER	\$	115
PROJECT ENGINEER	\$	100
ENGINEER INTERN III	\$	95
ENGINEER INTERN II	Š	85
ENGINEER INTERN I	\$	75
SR. ENGINEERING DESIGNER	\$	115
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	\$	65
SURVEY TECHNICIAN III	\$	55
SURVEY TECHNICIAN II	\$	40
SURVEY TECHNICIAN I	\$	30
SCANNING FIELD TECHNICIAIN	\$	60
SCANNING OFFICE TECHNICIAN	\$	150
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/H	lour
Robotic Survey Equipment	\$20/H	lour
Scanning Equipment		
Job Related Mileage	0.56/	Mile
Per Diem for Out of Town CrewsPer GSA	Allow	able
Airfare and other travel related expenses	At	Cost
Black and white 8.5"x11" Copies\$0	.15/sl	neet
Color 8.5"x11" Copies \$1	.50/s	heet
Photo Paper Color Plan Sheet Copies \$0		
Reproducible Plan Copies (Vellum) \$1		
Reproducible Plan Copies (Bond)\$0	).35/s	q. ft.
All rates are subject to change without not	ice.	

<u>EXHIBIT "C"</u>

Lake Fayetteville-Softball Field Complex

SURVEY SITE



			, Q					Requisition No.:	Date	
	3	y Of Fay	City Of Fayetteville - Purch	- Purchase Orde	hase Order (PO) Request	Sednest		P.O Number:	2/14/2014 Expected Delivery Date:	e
	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: PurchasingOci.favetraville ar us	t shall be used	fon a P-Card	uniess medical (	or 1099 service refa	ted. (Call x256 w favetteville.ar.us	rith questions)			
Vendor#	Jr #:	Vendor Nan	ne:	R)						
Address	:88:				Cland In	Fob Point:		Taxable	Quotes Attached	
City:	901 N. 47th Street Suite 200 City:		State:			Zip Code:	Ship to code	Yes: x No:	Yes:	No:
Rogers	23		AR			72766				
Requester Alison Jur	Requester: Alison Jumper					Requester	Requester's Employee #: 2369	Extension; 3469		
Item	Item Description	Quantity	Unit of Issue Unit Cost		Extended Cost	Accou	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
-	Architectural and EngineeringServices for Lake Fayetteveille Ballfield Improvemets per RFQ #13-01	-	Lot	\$83,225.00	\$83,225.00	2250.9	2260.9255.5314.00	13001.1306	·	
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е										
					\$0.00					
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					\$0.00					
					\$0.00					
186	Shipping/Handling		Lot		\$0.00					
	Special Instructions:							Cultabatal	<b>683 225 00</b>	
	Tax is included in the contract price.	orice.						Subtotal: Tax:	00.0277,000	7 TE
	7.7							l otal.	903,223,00	
Appr	Approvais									
Mayor.	or.			Department Director:	ector:	Ī		Purchasing Manager:		
Finan	Finance & Internal Services Director:			Budget Manager:	ı,			IT Manager.	ĩ	
Dispa	Dispatch Manager:	ĺ		Utilities Manager:	Jr.	İ		Other	Ĭ	
										Revised 1/2/2008