

City of Fayetteville Staff Review Form

2019-0533

Legistar File ID

10/15/2019

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

Ted Jack

9/25/2019

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with Garver Engineering of Fayetteville, AR (RFQ #19-01, Selection #19) to provide surveying, design, engineering, architectural, and construction administration services for construction of a new four-field baseball complex and parking per the approved master plan at Kessler Mountain Regional Park for \$438,950.00, plus a contingency of \$61,050.00 for a total cost not to exceed \$500,000.00 and to approve a budget adjustment for the project.

Budget Impact:

4605.860.7502-5806.00

4605 - Park Project 2019 Bond

Account Number

Fund

46050.7502.1000

Kessler Mountain Regional Park, Baseball/Parking

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 11,153,726.00

Funds Obligated \$ 3,256,500.77

Current Balance \$ 7,897,225.23

Does item have a cost? Yes

Item Cost \$ 500,000.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ -

Remaining Budget \$ 7,397,225.23

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # RFQ #19-01, #19

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF OCTOBER 15, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director

FROM: Ted Jack, Park Planning Superintendent

DATE: September 25, 2019

SUBJECT: Approval of a contract with Garver Engineering of Fayetteville, AR (RFQ #19-01, Selection #19) to provide surveying, design, engineering, architectural, and construction administration services for construction of a new four-field baseball complex and parking per the approved master plan at Kessler Mountain Regional Park for \$438,950.00 plus a contingency of \$61,050.00 for a total cost not to exceed \$500,000.00 and to approve a budget adjustment for the project.

RECOMMENDATION:

Staff recommends approval of a contract with Garver Engineering of Fayetteville, AR (RFQ #19-01, Selection #19) to provide surveying, design, engineering, architectural, and construction administration services for construction of a new four-field baseball complex and parking per the approved master plan at Kessler Mountain Regional Park for \$438,950.00 plus a contingency of \$61,050.00 for a total cost not to exceed \$500,000.00 and to approve a budget adjustment for the project.

BACKGROUND:

Kessler Mountain Regional Park was designed to be a premier Regional Park able to host a variety of athletic and cultural events for citizens and visitors to Fayetteville. In phase one, the first of two planned four-field baseball complexes were completed. The addition of the four fields will enable Kessler to better serve the citizens of Fayetteville and to host much larger tournaments.

DISCUSSION:

Currently citizens, in particular youth, play baseball at three different locations, Kessler, White River, and Walker Park. This project will place eight baseball fields in one location which will help consolidate leagues and allow field space at Walker Park to be utilized for tournaments, practice, other sports such as kickball or softball, or repurposed entirely. This project will place eight baseball fields in one location which will allow all the city's baseball leagues to be hosted in one location. Some field space at Walker Park can then be repurposed. Large baseball tournaments have been shown to have substantial economic impact and Kessler is well positioned off Interstate 49 to host tournaments. Its location also helps insure a large percentage of visitors will utilize hotels and restaurants located in Fayetteville further increasing

economic impact. This project includes using artificial turf on the infields which helps reduce rainouts and day-to-day maintenance.

BUDGET/STAFF IMPACT:

The addition of the new fields will require an increase in park operations budgets.

Attachments:

Staff Review Form

Budget Adjustment Form

Contract

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
GARVER, LLC

THIS AGREEMENT is made as of _____, 2019, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and GARVER, LLC (hereinafter called ENGINEER).

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

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional 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 ENGINEER
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.
- 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 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 ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the 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 ENGINEER:

- 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform his services under this Agreement.
- 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 3.1.6 The Parks & Recreation Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Parks & Recreation Director 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.
- 3.1.7 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER 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. ENGINEER 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 ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement shall be based upon the Hourly Rates as described in Appendix B.
- 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 ENGINEER'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 ENGINEER and as 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 ENGINEER'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 ENGINEER 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, ENGINEER 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 ENGINEER 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 ENGINEER 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, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
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	\$1,000,000 Combined Single Limit
Property Damage	
Professional Liability Insurance	\$1,000,000 Each Claim

ENGINEER 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 ENGINEER 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 ENGINEER's services.
- 6.2 Professional Responsibility
- 6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER 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 ENGINEER.
- 6.3 Cost Opinions and Projections
- 6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER 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, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.
- 6.4 Changes
- 6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER'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 ENGINEER.
- 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 ENGINEER 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 affected 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 ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 6.5.4 If termination for default is affected by ENGINEER, or if termination for convenience is affected 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 ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER 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, ENGINEER 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 ENGINEER 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 ENGINEER to fulfill contractual obligations, it is determined that ENGINEER 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 ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

- 6.7.1 ENGINEER'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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER for services rendered by ENGINEER.

6.10 Publications

- 6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'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 ENGINEER. 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 ENGINEER's activities pertaining to any such publication shall be for ENGINEER'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 ENGINEER 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, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.
- 6.12.2 Engineering documents, drawings, and specifications prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER 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 ENGINEER.
- 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. ENGINEER 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:
125 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
2049 E. Joyce Blvd, Suite 400
Fayetteville, Arkansas 72703

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, 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 ENGINEER

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 ENGINEER 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 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER'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 ENGINEER's obligations under this clause are in addition to ENGINEER'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 ENGINEER 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 ENGINEER 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 ENGINEER 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. ENGINEER shall also maintain the financial information and data used by ENGINEER 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. ENGINEER 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 ENGINEER;

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 ENGINEER 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 ENGINEER 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 ENGINEER or any of ENGINEER'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 ENGINEER 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 ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. 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 ENGINEER 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, ENGINEER 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 ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.


CITY OF FAYETTEVILLE, ARKANSAS

ENGINEER

By: _____
Mayor, Lioneld Jordan

By: 
Senior Project Manager, Ron Petrie

ATTEST:
By: _____
City Clerk

By: 
Project Manager, Zach Moore

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX A – SCOPE OF SERVICES

1. General

Generally, the scope of services includes surveying, design, bidding, and construction administration services for design of Phase 2 of the Kessler Mountain Regional Park. Improvements will consist primarily of the design of four new lighted baseball fields along with a central facility for concessions & restrooms, storage building, bleachers with overhead canopy, batting cages, parking lot with landscaping and lighting, irrigation, and sanitary sewer plant expansion.

2. Surveys

2.1. Design Surveys

Garver will provide field survey data for designing the project, and this survey will be tied to the Owner's control network. Extents of the survey were provided by the Owner and shown in Appendix C.

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Garver will establish control points and benchmarks for use during construction.

2.2. Property Surveys

Garver will utilize the existing site boundary survey previously prepared by the Owner.

3. Geotechnical Services

Garver will be subconsultant with Terracon Consultants, Inc. to provide geotechnical services for this project. The scope of services for the geotechnical services is further described below:

- Drill a total of 10 borings – 3 in the parking lot area to 5-ft in depth or auger refusal; 2 in the future infield areas to 10-ft depth or auger refusal; 1 at the concession building area and 2 at the ballfield light pole areas to 15-ft in depth or auger refusal; and 2 in the cut slope area on the west side of the project site to 40-ft in depth or auger refusal. Undisturbed soil samples or Standard Penetration Values at 2- to 5-ft intervals or at a change in soil stratum will be obtained for all soil borings.
- Site reconnaissance, boring lay out, and access.
- Perform an adequate laboratory testing program planned after the borings are completed to determine the physical characteristics and engineering properties of the foundation and subgrade soils.
- Prepare an engineering report with recommendations for pavement design, site grading, building foundation recommendations, light pole foundation recommendations, slope stability analysis and recommendations, and construction criteria.

4. Coordination

Garver will furnish plans to all known utility owners potentially affected by the project through the Large Scale Development process. Garver shall provide coordination among all known affected utility owners to enable them to coordinate efforts for any necessary utility service & potential relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver

will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will furnish final plans to the following agencies: ADEQ, USFWS, Department of Health, and SHPO for their review and comment.

Garver will also attend coordination meetings with the Owner and other agencies as required. Garver will prepare exhibits for these meetings when appropriate.

5. Environmental Services

Garver will utilize the previously performed wetland delineation for the entire project. Garver will work to obtain the appropriate environmental permits for the project from the Arkansas Department of Environmental Quality (ADEQ) and to obtain clearance from the US Fish and Wildlife Service (USFWS) and the State Historic Preservation Office (SHPO). It is anticipated that a large site SWPPP will be the only required environmental permit for the project.

6. Traffic Study

The Scope of Services excludes the preparation of a traffic study.

7. Conceptual Design

This conceptual submittal will be for the purpose of coordinating the proposed improvements with the Owner and the utility companies through the Large Scale Development process and developing an order of magnitude cost estimate for the project. More specifically, the scope includes:

- Evaluation of the current sewer plant system to determine necessary capacity improvements. Provide and evaluate up to four (4) test pits to identify additional dispersal field locations. Design will be provided for any necessary additional treatment and disposal systems including plan production and design calculations.
- Preparation of a Large Scale Development package for a site not required to be reviewed and approved by the Planning Commission. All items contained in the City checklist will be provided including architectural color elevations of the common building and material sample boards that were previously prepared for Phase I, site layout sheet, updated tree preservation plan previously prepared for Phase I, landscape plan, preliminary grading plan, preliminary drainage plan & report, and utility(water & sewer) plan.
- Preparation of an Opinion of Probable Construction Cost.

Garver will incorporate comments from the Owner in the Preliminary Design. Garver will proceed with Preliminary Design after the Conceptual Design and Large Scale Development is approved by the Owner in writing.

8. Preliminary Design

Once Garver receives written approval from Owner on Conceptual Design, Garver will begin Preliminary Design. The Preliminary Design phase submittal will include:

- Development of site civil engineering construction drawings consisting of site layout sheets, parking lot layout sheets, drainage system plans, erosion control plans, utility layout plan, demolition plan showing clearing & tree removal.
- Development of Design Development Plans including architectural plans, building elevations, building sections, structural design, mechanical systems design, plumbing design, and electrical design utilizing the existing plans developed during Phase I.

- Development of Landscape Plans, Ballfield Plans with infield turf layouts, Batting Cage plans, Ballfield lighting, Bleacher Seating with canopy, and irrigation plans.
- Update of the opinion of probable construction cost.
- Provide Cut Sheets of the specified systems such as the bleacher and bleacher covers.

The preliminary design phase will represent approximately 50 percent of final construction contract plans. This submittal will not include technical specifications or “front end” contract documents. Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design. Garver will proceed with Final Design after the Preliminary Design is approved by the Owner in writing.

9. Final Design

Once Garver receives written approval from Owner on Preliminary Design, Garver will begin Final Design. During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including Construction Documents for the Building Plans, final site development plans, construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also make any needed plan changes as a result of the final plan reviews and prepare the construction documents as required to advertise for bids.

10. Property Acquisition Documents

The preparation of Property Acquisition Documents are not anticipated for this project.

11. Bidding Services

During the bidding phase of the project, Garver will:

- A. Support the contract documents by preparing addenda and responding to RFIs as appropriate.
- B. Participate in a pre-bid meeting.
- C. Attend the bid opening.
- D. Evaluate bids and recommend award.

12. Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

- A. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
- B. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver’s review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- C. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- D. Review the Contractor’s progress payment requests based on the quantities provided by the

Contractor of contract items completed and accepted by the Owner and make a recommendation to the Owner regarding payment. Garver's recommendation for payment will not be a representation that Garver has made inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

- E. Using a set of working drawings maintained by the Contractor, prepare and furnish record drawings.
- F. Provide limited onsite observation services for the 425-calendar-day construction contract performance time. The proposed fee is based on an average of 2 hours per week during the 425-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
- G. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
- H. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Onsite construction observation will be provided by Garver's Project Manager or representative who will provide or accomplish the following:

- A. Consult with and advise the Owner during the construction period.
- B. Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
- C. Maintain a project diary which will contain information pertinent to each site visit.

The proposed fee for Construction Phase Services is based on a 425-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

In performing onsite observation, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

13. Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

- A. One digital copy of the Geotechnical Report.
- B. Four copies of the Conceptual Design/Large Scale Development Plans with opinion of probable construction cost.
- C. Three copies of the Preliminary Design with opinion of probable construction cost.
- D. One digital copy of the Preliminary Plans to each potentially affected utility company.
- E. Three copies of the Final Design with opinion of probable construction cost.
- F. Three copies of the revised Final Design with opinion of probable construction cost.

- G. One digital copy of the revised Final Plans to each potentially affected utility company.
- H. Three copies of the Final Plans and Specifications to the Contractor.
- I. One digital copy of the record drawings.
- J. Electronic files as requested including CAD drawings in AutoCad file format.

14. Extra Work

The following items are not included under this agreement but will be considered as extra work:

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Submittals or deliverables in addition to those listed herein.
- C. Pavement Design beyond that furnished in the Geotechnical Report.
- D. Design of any utility extensions or relocations other than water and sewer and private electrical.
- E. Boundary Survey.
- F. Architectural color elevations of the common building and material sample boards.
- G. Significant structural design beyond that required for the common building, lighting pole foundations, and short retaining walls between fields.
- H. Construction materials testing.
- I. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- J. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- K. USCOE Permit (Nationwide & 404 Permits).
- L. Materials Testing during Construction.
- M. Construction observation services beyond the average of two (2) hours per week during the estimated fourteen (14) month construction period.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

15. Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Surveys – Design and Property	30 days from Notice to Proceed
Conceptual Design	45 days from Survey completion
City LSD Review Process	45 days from completion of the Conceptual Design
Geotechnical Engineering	45 days from completion of the Conceptual Design/Large Scale Development Plans
Preliminary Design	60 days from approval of Conceptual Design/Large Scale Development Plans
City Review of Preliminary Design	15 days from completion of Preliminary Design
Final Design	45 days from approval of Preliminary Design
City Review of Final Design	15 days from completion of Final Design
TOTAL DESIGN DURATION	255 Calendar Days



APPENDIX B

Kessler Mountain Regional Park, Phase 2 Garver Hourly Rate Schedule: July 2019 - June 2020

Classification	Rates
Engineers / Architects	
E-1.....	\$ 108.00
E-2.....	\$ 126.00
E-3.....	\$ 152.00
E-4.....	\$ 178.00
E-5.....	\$ 217.00
E-6.....	\$ 272.00
E-7.....	\$ 361.00
Planners / Environmental Specialist	
P-1.....	\$ 131.00
P-2.....	\$ 164.00
P-3.....	\$ 204.00
P-4.....	\$ 232.00
P-5.....	\$ 268.00
P-6.....	\$ 306.00
P-7.....	\$ 370.00
Designers	
D-1.....	\$ 101.00
D-2.....	\$ 118.00
D-3.....	\$ 141.00
D-4.....	\$ 164.00
Technicians	
T-1.....	\$ 79.00
T-2.....	\$ 100.00
T-3.....	\$ 122.00
Surveyors	
S-1.....	\$ 49.00
S-2.....	\$ 64.00
S-3.....	\$ 86.00
S-4.....	\$ 124.00
S-5.....	\$ 164.00
S-6.....	\$ 186.00
2-Man Crew (Survey).....	\$ 198.00
3-Man Crew (Survey).....	\$ 247.00
2-Man Crew (GPS Survey).....	\$ 218.00
3-Man Crew (GPS Survey).....	\$ 267.00
Construction Observation	
C-1.....	\$ 96.00
C-2.....	\$ 123.00
C-3.....	\$ 150.00
C-4.....	\$ 185.00
Management/Administration	
M-1.....	\$ 370.00
X-1.....	\$ 62.00
X-2.....	\$ 84.00
X-3.....	\$ 117.00
X-4.....	\$ 150.00
X-5.....	\$ 183.00
X-6.....	\$ 231.00
X-7.....	\$ 279.00

APPENDIX B

CITY OF FAYETTEVILLE KESSLER MOUNTAIN REGIONAL PARK, PH. 2

FEE SUMMARY

Title I Services	Estimated Fees
<i>Geotechnical Services (Terracon)</i>	\$9,700.00
<i>Record Research</i>	\$0.00
<i>Utility Marking (ARKUPS)</i>	\$200.00
<i>*Sewer Treatment Plant (New Water Systems)</i>	\$10,000.00
Surveys	\$28,500.00
Large Scale Development	\$30,450.00
Conceptual Design	\$36,650.00
Preliminary Design	\$136,150.00
Final Design	\$121,900.00
Bidding Services	\$4,450.00
Subtotal for Title I Services	\$378,000.00
Title II Services	
<i>Construction Materials Testing</i>	\$0.00
Construction Phase Services	\$60,950.00
Subtotal for Title II Services	\$60,950.00
FEE TOTAL	\$438,950.00

***Allowance for design of sewer treatment plant improvements if needed.**

APPENDIX B

CITY OF FAYETTEVILLE KESSLER MOUNTAIN REGIONAL PARK, PH. 2

SURVEYS

WORK TASK DESCRIPTION	E-2	S-5	S-4	T-1	2-Man Crew (Survey)	2-Man Crew (GPS Survey)
	\$126.00	\$164.00	\$124.00	\$79.00	\$198.00	\$218.00
	hr	hr	hr	hr	hr	hr
1. Surveys - Topographic						
Coordination and Administration	4	8				
Establish Horizontal and Vertical Control		2	2		4	6
Topographic Surveys		12	2		8	60
Locate Utilities		2	2		2	6
Data Processing/DTM Preparation		4	32			
Subtotal - Surveying	4	28	38	0	14	72
2. Surveys - Property						
Coordination and Administration						
Record Reseach						
Property Surveys						
Data Processing						
Subtotal - Surveying	0	0	0	0	0	0

Hours	4	28	38	0	14	72
Salary Costs	\$504.00	\$4,592.00	\$4,712.00	\$0.00	\$2,772.00	\$15,696.00

SUBTOTAL - SALARIES: \$28,276.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$24.00
Survey Supplies	\$20.00
Travel Costs	\$180.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$224.00

SUBTOTAL: \$28,500.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$28,500.00

APPENDIX B

CITY OF FAYETTEVILLE KESSLER MOUNTAIN REGIONAL PARK, PH. 2

LARGE SCALE DEVELOPMENT

WORK TASK DESCRIPTION	E-3	E-4	E-5	E-6	E-2	E-1	T-1
	\$152.00	\$178.00	\$217.00	\$272.00	\$126.00	\$108.00	\$79.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Large Scale Development Site Layout Plan				2	10	38	8
Preliminary Grading Plan per City LSD checklist				2	14	46	8
Preliminary Drainage/Detention Plan				1	8	24	
Preliminary Drainage Report for LSD submittal					8	4	
Utility Plan (Water & Sewer)	8	4		1	6		
Large Scale Development Meetings (Small Site)				4	12		
Subtotal - Civil Engineering	8	4	0	10	58	112	16
2. Structural Engineering							
Subtotal - Structural Engineering	0	0	0	0	0	0	0
3. Architecture							
Subtotal - Architecture	0	0	0	0	0	0	0
4. Landscape Architecture							
Develop landscape plan per City LSD checklist	28						
Update existing tree preservation plan	4						
Subtotal - Landscape Architecture	32	0	0	0	0	0	0
5. Mechanical Engineering							
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0
6. Electrical Engineering							
Subtotal - Electrical Engineering	0	0	0	0	0	0	0

Hours	40	4	0	10	58	112	16
Salary Costs	\$6,080.00	\$712.00	\$0.00	\$2,720.00	\$7,308.00	\$12,096.00	\$1,264.00

SUBTOTAL - SALARIES: \$30,180.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$190.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$80.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$270.00

TOTAL FEE: \$30,450.00

APPENDIX B

CITY OF FAYETTEVILLE

KESSLER MOUNTAIN REGIONAL PARK, PH. 2

CONCEPTUAL DESIGN

WORK TASK DESCRIPTION	E-3	E-4	E-5	E-6	E-2	E-1	T-1
	\$152.00	\$178.00	\$217.00	\$272.00	\$126.00	\$108.00	\$79.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Meetings/Coordination with Parks & Recreation				4	10		
Opinion of Probable Construction Cost					4	8	
Subtotal - Civil Engineering	0	0	0	4	14	8	0
2. Structural Engineering							
Structural Analysis	24						
Structural Design	16						
Opinion of Probable Construction Cost	6						
Meetings/Coordination with City	2						
Subtotal - Structural Engineering	48	0	0	0	0	0	0
3. Architecture							
Conceptual Planning/Design	24	16		8			
Opinion of Probable Construction Cost		2					
Meetings/Coordination with City		2		2			
Subtotal - Architecture	24	20	0	10	0	0	0
4. Landscape Architecture							
Prepare plant and site amenities palette	3						
Develop layout plan	30						
Develop irrigation concept	10						
Meetings/Coordination with City/ (1) Site Visit	8						
Opinion of Probable Construction Cost	3						
QC Review	4						
Subtotal - Landscape Architecture	58	0	0	0	0	0	0

5. Mechanical Engineering							
Conceptual planning		16					
Opinion of Probable Construction Cost		2					
Subtotal - Mechanical Engineering	0	18	0	0	0	0	0
6. Electrical Engineering							
Electrical Design - Buildings		10					
Electrical Calculations - Buildings		4					
Electrical Design - Exterior Lighting		0					
Electrical Calculations - Exterior Lighting		0					
Electrical specifications		0					
Meetings and Coordination with Owner		4					
Electrical QC		0					
Electrical Opinion of Probable Construction Cost		0					
Subtotal - Electrical Engineering	0	18	0	0	0	0	0

Hours	130	56	0	14	14	8	0
Salary Costs	\$19,760.00	\$9,968.00	\$0.00	\$3,808.00	\$1,764.00	\$864.00	\$0.00

SUBTOTAL - SALARIES: **\$36,164.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$100.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$386.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$486.00**

TOTAL FEE: **\$36,650.00**

APPENDIX B

CITY OF FAYETTEVILLE KESSLER MOUNTAIN REGIONAL PARK, PH. 2

PRELIMINARY DESIGN

WORK TASK DESCRIPTION	E-3	D-4	E-6	E-5	E-4	T-3	E-2	E-1	T-1
	\$152.00	\$164.00	\$272.00	\$217.00	\$178.00	\$122.00	\$126.00	\$108.00	\$79.00
	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering									
Preliminary Plans									
Site Layout/Parking Lot Plans			1				14	24	8
Grading Plans			1				14	30	8
Drainage System Plans			1				10	30	8
Utility Plans (Water & Sewer)	12				2				
Sanitary Sewer Plant Expansion - Coordination							6		4
Erosion Control Plans							8		4
Typical Details							4	10	
Coordination with Geotechnical Subconsultant			1				2		
Coordination with Utility Companies							4		
Coordination and Meetings with Owner			4				8		
Coordination with the Health Department	2				6				
Opinion of Probable Construction Cost							4	8	
QC Review			4				4		
Subtotal - Civil Engineering	14	0	12	0	8	0	78	102	32
2. Structural Engineering									
Structural Analysis	20								
Structural Design	22	38							
Structural Detailing	22	38							
Specifications	14								
QC	2	2	2						
Structural Opinion of Probable Construction Cost	4								
Owner coordination/review	2								
Subtotal - Structural Engineering	86	78	2	0	0	0	0	0	0
3. Architecture									
Architectural design			4		22				
Architectural plans/elevations/sections/details, etc.	76				14				
Architectural specifications					8	14			
QC			4						
Opinion of Probable Construction Cost					4				
Meetings/Coordination with City			2		2				
Subtotal - Architecture	76	0	10	0	50	14	0	0	0

4. Landscape Architecture									
Develop site layout plans	25								
Develop site details	30								
Develop infield turf plans for ballfields	6								
Develop landscape plans	18								
Develop landscape details	6								
Develop irrigation plans	40								
Develop irrigation details	4								
Prepare preliminary specifications	12								
Meetings/Coordination with City (via phone)	4								
Opinion of Probable Construction Cost	3								
QC Review	6								
Subtotal - Landscape Architecture	154	0	0	0	0	0	0	0	
5. Mechanical Engineering									
HVAC calculations					12				
HVAC design					22				
HVAC drafting						22			
HVAC specifications					4				
HVAC QC					4				
HVAC Opinion of Probable Construction Cost					2				
Plumbing design					12				
Plumbing drafting						22			
Plumbing specifications					2				
Plumbing QC					4				
Plumbing Opinion of Probable Construction Cost					2				
Owner coordination/review					4				
Subtotal - Mechanical Engineering	0	0	0	0	68	44	0	0	0
6. Electrical Engineering									
Electrical Design - Buildings					38				
Electrical Calculations - Buildings					12				
Electrical Design - Exterior Lighting					8				
Electrical Calculations - Exterior Lighting					4				
Electrical specifications					3				
Meetings and Coordination with Owner					4				
Electrical QC					2				
Electrical Opinion of Probable Construction Cost					2				
Subtotal - Electrical Engineering	0	0	0	0	73	0	0	0	0
Hours	330	78	24	0	199	58	78	102	32
Salary Costs	\$50,160.00	\$12,792.00	\$6,528.00	\$0.00	\$35,422.00	\$7,076.00	\$9,828.00	\$11,016.00	\$2,528.00

SUBTOTAL - SALARIES: \$135,350.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$280.00
Postage/Freight/Courier	\$20.00
Travel Costs	\$500.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$800.00

SUBTOTAL: \$136,150.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$136,150.00

CITY OF FAYETTEVILLE
KESSLER MOUNTAIN REGIONAL PARK, PH. 2

WORK TASK DESCRIPTION	E-3	D-4	E-6	E-5	E-4	T-3	E-2	E-1	T-1
	\$152.00	\$164.00	\$272.00	\$217.00	\$178.00	\$122.00	\$126.00	\$108.00	\$79.00
	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering									
Final Plans									
Site Layout/Parking Lot Plans			1				10	30	8
Grading Plans			1				10	30	8
Drainage System Plans							8	24	4
Utility Plans (Water & Sewer)	8				4				
Sanitary Sewer Plant Expansion - Coordination							8		
Erosion Control Plans							2	6	4
Typical Details							2	6	2
Final Drainage Report							8	6	
Address Final Review Comments			2				6	8	6
Coordination with Utility Companies							4		
Coordination and Meetings with Owner			3				8		
SWPPP/Coordination with ADEQ	8						2		4
Coordination with Health Department	6				4				
Specifications/Contract Documents							14		
Quantities							4	8	
Opinion of Probable Construction Cost			2				4		
QC Review			4				4		
Subtotal - Civil Engineering	22	0	13	0	8	0	94	118	36
2. Structural Engineering									
Structural Design	30	40							
Structural Detailing	40	44							
Specifications	2								
QC	2	2	2						
Opinion of Probable Construction Cost	4								
Subtotal - Structural Engineering	78	86	2	0	0	0	0	0	0
3. Architecture									
Architectural design & coordination			4		26				
Architectural drawings	110				10				
Architectural specifications					10	28			
QC			4						
Opinion of Probable Construction Cost					6				
Meetings/Coordination with City					4				
Subtotal - Architecture	110	0	8	0	56	28	0	0	0
4. Landscape Architecture									
Finalize site layout plans	12								
Finalize site details	6								
Finalize landscape plans	12								
Finalize landscape details	3								
Finalize irrigation plans	6								
Finalize irrigation details	2								
Finalize specifications	18								
Meetings/Coordination with City	3								
Opinion of Probable Const. Cost/ Final Quantities	5								
QC Review	6								
Subtotal - Landscape Architecture	73	0	0	0	0	0	0	0	0

5. Mechanical Engineering									
HVAC calculations					4				
HVAC design					14				
HVAC drafting						20			
HVAC specifications					2				
HVAC QC					2				
HVAC Opinion of Probable Construction Cost					2				
Plumbing design					12				
Plumbing drafting						20			
Plumbing specifications					1				
Plumbing QC					2				
Plumbing Opinion of Probable Construction Cost					2				
Owner coordination/review					4				
Subtotal - Mechanical Engineering	0	0	0	0	45	40	0	0	0
6. Electrical Engineering									
Electrical Design - Buildings					4				
Electrical Calculations - Buildings					2				
Electrical Design - Exterior Lighting					1				
Electrical Calculations - Exterior Lighting					1				
Electrical specifications					2				
Meetings and Coordination with Owner					4				
Electrical QC					1				
Electrical Opinion of Probable Construction Cost					1				
Subtotal - Electrical Engineering	0	0	0	0	16	0	0	0	0

Hours	283	86	23	0	125	68	94	118	36
Salary Costs	\$43,016.00	\$14,104.00	\$6,256.00	\$0.00	\$22,250.00	\$8,296.00	\$11,844.00	\$12,744.00	\$2,844.00

SUBTOTAL - SALARIES: \$121,354.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$250.00
Postage/Freight/Courier	\$30.00
Travel Costs	\$266.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$546.00

SUBTOTAL: \$121,900.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$121,900.00

APPENDIX B

CITY OF FAYETTEVILLE KESSLER MOUNTAIN REGIONAL PARK, PH. 2

BIDDING SERVICES

WORK TASK DESCRIPTION	E-3	E-4	E-5	E-6	E-2	E-1	T-1
	\$152.00	\$178.00	\$217.00	\$272.00	\$126.00	\$108.00	\$79.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Dispense plans and specs to prospective bidders - N/A							
Addendums/Inquiries				2	8		
Pre-Bid Meeting Assistance					2		
Bid Opening					2		
Prepare bid tabulation - N/A							
Evaluate bids and recommend award					2		
Prepare construction contracts - N/A							
Notice to Proceed - N/A							
Subtotal - Civil Engineering	0	0	0	2	14	0	0
2. Structural Engineering							
RFI's	4						
Subtotal - Structural Engineering	4	0	0	0	0	0	0
3. Architecture							
Addendums/Inquiries		4					
Subtotal - Architecture	0	4	0	0	0	0	0
3. Mechanical Engineering							
RFI's		2					
Subtotal - Mechanical Engineering	0	2	0	0	0	0	0
4. Electrical Engineering							
RFI's		2					
Subtotal - Electrical Engineering	0	2	0	0	0	0	0

Hours	4	8	0	2	14	0	0
Salary Costs	\$608.00	\$1,424.00	\$0.00	\$544.00	\$1,764.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$4,340.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$100.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$10.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$110.00

SUBTOTAL: \$4,450.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$4,450.00

APPENDIX B

CITY OF FAYETTEVILLE KESSLER MOUNTAIN REGIONAL PARK, PH. 2

CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	D-3	T-1
	\$283.00	\$226.00	\$186.00	\$159.00	\$132.00	\$113.00	\$147.00	\$83.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering								
Preconstruction Meeting	3				4			
Monthly Pay Requests (14 pay requests)					14	14		
Shop Drawings/Material Submittals/RFIs					20			
months)					59	59		
Prepare Change Orders					8			
Final Project Inspection and Punchlist	2				6			
Record Drawings					2			8
Subtotal - Civil Engineering	5	0	0	0	113	73	0	8
2. Structural Engineering								
Response to Inquiries				16				
Shop Drawings				30				
Final Project Inspection and Punchlist				10				
Record Drawings				2			6	
Subtotal - Structural Engineering	0	0	0	58	0	0	6	0
3. Architecture								
Response to Inquiries			14					
Shop Drawings			54					
Final Project Inspection and Punchlist			6					
Record Drawings			2				6	
Subtotal - Architecture	0	0	76	0	0	0	6	0
4. Landscape Architecture								
Response to Inquiries				4				
Shop Drawings				10				
Subtotal - Landscape Architecture	0	0	0	14	0	0	0	0
5. Mechanical Engineering								
Response to Inquiries			4					
Shop Drawings			10					
Record Drawings				2			2	
Subtotal - Mechanical Engineering	0	0	14	2	0	0	2	0
6. Electrical Engineering								
Response to Inquiries			4					
Shop Drawings			10					
Final Project Inspection and Punchlist			6					
Record Drawings				2			2	
Subtotal - Electrical Engineering	0	0	20	2	0	0	2	0

Hours	5	0	110	76	113	73	16	8
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Salary Costs	\$1,415.00	\$0.00	\$20,460.00	\$12,084.00	\$14,916.00	\$8,249.00	\$2,352.00	\$664.00
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SUBTOTAL - SALARIES: \$60,140.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$110.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$700.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$810.00

SUBTOTAL: \$60,950.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$60,950.00

APPENDIX C – SURVEY LIMITS

KESSLER MOUNTAIN REGIONAL PARK, PHASE 2

