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June 5, 2018

Mayor Paul Colvin  
City of Tontitown  
201 East Henri De Tonti  
Tontitown, AR 72770

Re: Letter Contract for Professional Planning and Engineering On-Call Services

Dear Mayor Colvin:

With this letter contract, we (Garver, LLC – “Garver”) are pleased to propose our services to you (**City of Tontitown – “Client”**) related to On-Call Planning and Engineering Services. This letter will describe our proposed scope of services, performance schedule, and payment terms.

#### **Scope of Services**

Garver’s scope of services will include the following under this agreement:

##### Planning Services

1. Analyze and review development applications and cases for the Planning Commission and staff to verify compliance with city codes.
2. Assist in making changes and updates to the city’s land development regulations or long-range plans.
3. Assist in making technical reports and recommendations for the Planning Commission and City Council.
4. Identify planning issues and report them to the Mayor, Staff, City Council, or Planning Commission.
5. Assist with Floodplain Management duties, as needed.
6. Attend meetings of the Tontitown Planning Commission, as needed.
7. Attend meetings of the Tontitown City Council, as needed.
8. Attend other city-related meetings, as requested.

##### Engineering Services

1. Performing engineering duties as requested by the City and agreed to by Garver.
2. Review development plans for compliance with street and drainage regulations as requested by the City.
3. Attend meetings as needed to provide representation for engineering items.

The Client will provide and/or accomplish the following (where applicable):

1. Right of entry to the property.
2. Current geotechnical report. Garver will coordinate with the Client’s geotechnical consultant for information related to this project.
3. Previous available surveys, reports, etc.
4. Current boundary survey with easements of record plotted
5. Paying all plan review and advertising costs.

6. Furnishing all permits and providing permit review fees.
7. Provide assistance in obtaining city ordinances and records when needed to complete work.
8. Provide development and land use applications that are to be reviewed for Planning Commission action.
9. Provide other administrative assistance, as necessary.

For clarification, our proposed scope of services does not include the following:

1. Development of neighborhood plans, trails plans, transportation plans, master recreation plans, etc.
2. Undertaking major special urban planning projects not listed in the scope of services.
3. Perform other engineering, environmental, and surveying services for any improvements or studies as requested by the Client and agreed to by Garver.

These and other services are considered as extra work. Such work may be done as a written Work Order. Such Work Orders shall detail the work to be completed, scope of improvements, associated fee, and the specific requirements of the Client and Garver.

#### **Schedule**

We will begin the work immediately upon receiving the assignments and will accomplish the work on a mutually agreeable schedule.

#### **Payment Terms**

For the work described under SCOPE OF SERVICES, the Owner will pay GARVER on an hourly rate or lump sum basis as specified in the below table. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Planning Services	As Needed Basis	Hourly Rate/P-1 & P-2
Engineering Services	As Needed Basis	Hourly Rate/E-2
Work Orders	To Be Negotiated	To Be Negotiated

The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix A will be increased annually with the first increase effective on or about June 1, 2019.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and

- presentation material preparation, and mail/courier expenses.
- 2. Direct cost plus 10 percent for subcontract/subconsultant fees.
- 3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

**Limitation of Liability**

In recognition of the relative risks and benefits of the project to both the Client and Garver, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Garver and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of Garver and its subconsultants to all those named shall not exceed Garver's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Garver shall not be liable to Client for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue or loss of anticipated profits.

Please indicate your acceptance of this proposed contract and authorization to proceed by signing in the space provided below. Please return one signed original of this contract to us for our records. We appreciate the opportunity to provide our services to you.

Sincerely,

GARVER, LLC



Ronald S. Petrie  
Sr. Project Manager

Accepted for the CITY OF TONTITOWN by:  _____ Title: _____ Date: _____
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Attachments: Appendix A – Garver Hourly Rates



APPENDIX A

City of Tontitown On Call Planning & Engineering Services

Garver Hourly Rate Schedule: MAR 2018 - MAY 2019

Classification	Rates
<b>Engineers / Architects</b>	
E-1.....	\$ 106.00
E-2.....	\$ 120.00
E-3.....	\$ 148.00
E-4.....	\$ 173.00
E-5.....	\$ 211.00
E-6.....	\$ 264.00
E-7.....	\$ 350.00
<b>Planners / Environmental Specialist</b>	
P-1.....	\$ 100.00
P-2.....	\$ 145.00
P-3.....	\$ 199.00
P-4.....	\$ 225.00
P-5.....	\$ 261.00
P-6.....	\$ 296.00
P-7.....	\$ 359.00
<b>Designers</b>	
D-1.....	\$ 99.00
D-2.....	\$ 115.00
D-3.....	\$ 137.00
D-4.....	\$ 159.00
<b>Technicians</b>	
T-1.....	\$ 77.00
T-2.....	\$ 98.00
T-3.....	\$ 118.00
<b>Surveyors</b>	
S-1.....	\$ 49.00
S-2.....	\$ 62.00
S-3.....	\$ 84.00
S-4.....	\$ 121.00
S-5.....	\$ 159.00
S-6.....	\$ 181.00
2-Man Crew (Survey).....	\$ 200.00
3-Man Crew (Survey).....	\$ 252.00
2-Man Crew (GPS Survey).....	\$ 229.00
3-Man Crew (GPS Survey).....	\$ 283.00
<b>Construction Observation</b>	
C-1.....	\$ 93.00
C-2.....	\$ 120.00
C-3.....	\$ 146.00
C-4.....	\$ 180.00
<b>Management/Administration</b>	
M-1.....	\$ 359.00
X-1.....	\$ 60.00
X-2.....	\$ 82.00
X-3.....	\$ 114.00
X-4.....	\$ 146.00
X-5.....	\$ 179.00
X-6.....	\$ 228.00