



**WORK ORDER NO. 19T21063
City of Tontitown
Tontitown, Arkansas**

This WORK ORDER is made by and between the **City of Tontitown of Tontitown, Arkansas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on June 5, 2018.

Under this Work Order, the Owner intends to make the following improvements:

Extend Fletcher Avenue from Barrington Road to Klenc Road.

GARVER will provide professional services related to these improvements as described herein.

SECTION 1 - SCOPE OF SERVICES

GARVER'S scope of services is described in the attached Appendix A.

SECTION 2 – PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the Owner will pay GARVER on an hourly rate basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Surveying	\$26,500	Hourly with a Maximum-Not-To- Exceed Limit
Conceptual Design	\$33,500	
Final Design	\$57,650	
Acquisition Documents	\$19,050	
Bidding Services	\$4,300	
Construction Phase Services	\$0	
TOTAL FEE	\$141,000.00	

The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B 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 total amount paid to GARVER under this agreement is estimated to be **\$141,000**. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with



approximate current hourly rates for each employee classification. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2022. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

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. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

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.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B 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 B will be increased annually with the first increase effective on or about July 1, 2022.

SECTION 3 – APPENDICES AND EXHIBITS

- 3.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
 - 3.1.1 Appendix A - Scope of Services
 - 3.1.2 Appendix B – Hourly Rates and Fee Spreadsheets



This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – APPENDICES AND EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

CITY OF TONTITOWN

GARVER, LLC

By: _____
Signature

By: Ronald S. Petrie
Signature

Name: _____
Printed Name

Name: Ronald S. Petrie
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: 2/27/2023

Attest: _____

Attest: Luke Fuedle



This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Accepted and execution of the Work Order including attachments listed in SECTION 2 - APPENDICES AND EXHIBITS, shall constitute the quashed as part of the Agreement. Counter is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of the Work Order shall be the last date written here.

GARNEY LLC
By: [Signature]
Signature

CITY OF TONTOWOWN
By: _____
Signature

Name: Harold S. Poling
Project Name

Name: _____
Project Name

Title: Vice President

Title: _____

Date: 08/13/2021

Date: _____

Name: John French

Name: _____



EXHIBIT A (SCOPE OF SERVICES)

1. GENERAL

Generally, the scope of services includes surveying, design, preparation of property acquisition documents, and bidding services for the extension of Fletcher Avenue from Barrington Road to Klenc Road.

2. SURVEYS

2.1. Design Surveys

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 for use during construction.

2.2. Property Surveys

Garver will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver.

3. GEOTECHNICAL SERVICES

Geotechnical Services are excluded from the scope of services. Garver will utilize the roadway section as provided by the City that was used for the portion of Fletcher Avenue recently completed near Highway 112. The quantities for undercut and rock excavation will be assumed and agreed upon by the City prior to bidding.

4. COORDINATION

Garver will furnish plans to all known utility owners potentially affected by the Project at the final design stage of development. Garver shall coordinate efforts for any necessary utility 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 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

Environmental Services are excluded from the scope of services.



6. CONCEPTUAL DESIGN

The conceptual design phase submittal will include typical sections, plan & profile sheets showing horizontal alignment and existing grade at centerline, conceptual drainage, and an opinion of probable construction cost. The conceptual design phase will represent approximately 30 percent of the final plans. This conceptual submittal will be for the purpose of coordinating the proposed improvements with the Owner and developing an order of magnitude cost estimate for the Project. Garver will incorporate comments from the Owner in the Final Design. Garver will proceed with Final Design after the Conceptual Design is approved by the Owner in writing.

7. PRELIMINARY DESIGN

Garver will proceed directly to Final Design upon receiving approval of the Conceptual Design.

8. FINAL DESIGN

Once Garver receives written approval from Owner on Conceptual Design, Garver will begin Final Design. During the final design phase of the Project, Garver will conduct final designs to prepare construction plans including plan & profile sheets, drainage plans, striping & signing plans, erosion control plans, special and typical details, cross sections, construction notes and specifications, for one construction contract, including quantities, special provisions, and an opinion of probable construction cost. Garver will also make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

Garver will also prepare, submit, and coordinate approval of a Stormwater Pollution Prevention Plan (SWPPP) with ADEQ.

9. PROPERTY ACQUISITION DOCUMENTS

Garver will provide mapping as required for preparing Right of Way/Easement acquisition documents for the Owner's use in acquiring the property. Documentation will include individual tract maps with descriptions of temporary and permanent acquisition for each property. The Owner will provide a standard easement acquisition document or "go-by" example for use by Garver. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than eight (8) properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Final Design review.

10. Bidding Services

During the bidding phase of the Project, Garver will:

- A. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
- B. Dispense digital construction contract documents to prospective bidders.
- C. Support the contract documents by preparing addenda as appropriate.
- D. Attend the bid opening.
- E. Prepare bid tabulation.
- F. Evaluate bids and recommend award.
- G. Prepare construction contracts.



11. CONSTRUCTION PHASE SERVICES

Construction Phase Services are excluded from the scope of services.

12. PROJECT DELIVERABLES

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

- A. Three copies of the Conceptual Design with opinion of probable construction cost.
- B. Three copies of the Final Design with opinion of probable construction cost.
- C. Three copies of the revised Final Design with opinion of probable construction cost.
- D. One digital copy of the revised Final Plans to each potentially affected utility company.
- E. Three copies of the Final Plans and Specifications to the Contractor.
- F. Three copies of the right-of-way and/or easement acquisition documents.
- G. Electronic files as requested.

13. 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.
- D. Traffic Studies and Signalization Design.
- E. Design of any utilities relocation including water & sewer.
- F. Retaining walls or other significant structural design.
- G. Street lighting or other electrical design.
- H. Geotechnical Services.
- I. Construction materials testing.
- J. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- K. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- L. Construction Phase Services.

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

14. 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:

<u>Phase Description</u>	<u>Calendar Days</u>
Surveys – Design and Property	30 days from Notice to Proceed
Conceptual Design	45 days from Survey completion
Final Design	60 days from approval of Preliminary Design
Property Acquisition Documents	30 days from approval of Final Design
Bidding Services	30 days upon notice from City



17. CONSTRUCTION PHASE SERVICES

Construction Phase Services are provided from the scope of services...

18. PROJECT DELIVERABLES

The following will be provided to the Owner, or others as indicated by Service...

- A. Three copies of the Conceptual Design with opinion of probable construction cost.
- B. Three copies of the Preliminary Design with opinion of probable construction cost.
- C. Two copies of the revised Final Design with opinion of probable construction cost.
- D. One digital copy of the revised Final Plans for each potentially affected utility company.
- E. Three copies of the Final Plans and specifications to the Contractor.
- F. Three copies of the Final Plans and specifications in digital format.
- G. Electronic files as requested.

19. EXTRA WORK

The following items are not included under this agreement but will be provided as extra work...

- A. Redesign for the Owner's convenience or due to changed conditions after construction starts without Owner approval.
- B. Additional or deliverables in addition to those listed herein.
- C. Payment Design.
- D. Traffic Studies and Signalization Design.
- E. Design of any other retention including water & sewer.
- F. Retaining walls or other significant structural design.
- G. Street lighting or other electrical design.
- H. Electrical Services.
- I. Construction methods testing.
- J. Environmental Monitoring and Construction. Including water table monitoring of adjacent sites or other sites related to environmental or historical (archaeology) significant items.
- K. Coordination with PERA and environmentalists of a CUMT and/or CUMT.
- L. Construction Phase Services.

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

20. SCHEDULE

Work shall begin upon the agreement with the City of Seattle to proceed and shall continue the work in accordance with the schedule below.

Phase / Description	Calendar Days
Site Investigation	30 days from start of work
Design - Design and Property	45 days from start of work
Final Design	60 days from start of work
Property Acquisition Documents	30 days from approval of Final Design
Utility Services	30 days from start of work



Exhibit B
City of Tontitown
Fletcher Avenue - Barrington to Klenc
Garver Hourly Rate Schedule: July 2022 - June 2023

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 120.00	RS-1	\$ 96.00
E-2	\$ 139.00	RS-2	\$ 133.00
E-3	\$ 168.00	RS-3	\$ 188.00
E-4	\$ 196.00	RS-4	\$ 246.00
E-5	\$ 239.00	RS-5	\$ 308.00
E-6	\$ 294.00	RS-6	\$ 379.00
E-7	\$ 398.00	RS-7	\$ 431.00
Planners		Environmental Specialists	
P-1	\$ 144.00	ES-1	\$ 96.00
P-2	\$ 181.00	ES-2	\$ 127.00
P-3	\$ 225.00	ES-3	\$ 154.00
P-4	\$ 251.00	ES-4	\$ 191.00
P-5	\$ 290.00	ES-5	\$ 240.00
		ES-6	\$ 293.00
		ES-7	\$ 376.00
		ES-8	\$ 425.00
Designers		Project Controls	
D-1	\$ 112.00	PC-1	\$ 99.00
D-2	\$ 131.00	PC-2	\$ 136.00
D-3	\$ 156.00	PC-3	\$ 173.00
D-4	\$ 181.00	PC-4	\$ 222.00
		PC-5	\$ 271.00
		PC-6	\$ 333.00
		PC-7	\$ 428.00
Technicians		Administration / Management	
T-1	\$ 87.00	AM-1	\$ 69.00
T-2	\$ 111.00	AM-2	\$ 93.00
T-3	\$ 135.00	AM-3	\$ 130.00
T-4	\$ 170.00	AM-4	\$ 165.00
		AM-5	\$ 203.00
		AM-6	\$ 250.00
		AM-7	\$ 301.00
		M-1	\$ 481.00
Surveyors			
S-1	\$ 54.00		
S-2	\$ 71.00		
S-3	\$ 95.00		
S-4	\$ 137.00		
S-5	\$ 181.00		
S-6	\$ 206.00		
2-Man Crew (Survey)	\$ 207.00		
3-Man Crew (Survey)	\$ 261.00		
2-Man Crew (GPS Survey)	\$ 227.00		
3-Man Crew (GPS Survey)	\$ 281.00		
Construction Observation			
C-1	\$ 106.00		
C-2	\$ 136.00		
C-3	\$ 166.00		
C-4	\$ 204.00		
C-5	\$ 244.00		

Exhibit B

City of Tontitown Fletcher Avenue - Barrington to Klenc

FEE SUMMARY

Title I Service	Estimated Fees
Surveys	\$ 26,500.00
Conceptual Design	\$ 33,500.00
Final Design	\$ 57,650.00
Property Acquisition Documents	\$ 19,050.00
Bidding Services	\$ 4,300.00
Subtotal for Title I Service	\$ 141,000.00

Exhibit B

**City of Tontitown
Fletcher Avenue - Barrington to Klenc**

SURVEYS

WORK TASK DESCRIPTION	E-3	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (Survey)	T-2
	\$168.00	\$181.00	\$137.00	\$207.00	\$227.00	\$261.00	\$111.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	4	4	2				
Quality Control Review	2	4					
Submittals to Client		2	2				
Subtotal - Project Management	6	10	4	0	0	0	0
2. Topographic Survey							
Survey Layout Map			2				
Review of Existing Control Points		2	2	2			
Topographic Surveys				30	8		
Locate Utilities			2	4	4		
Data Processing/Preparation			40				
Subtotal - Topographic Survey	0	2	46	36	12	0	0
3. Property Survey							
Survey Layout Map		2	2				
Property Surveys		4	4	10			
Data Processing/Preparation		4	6				
Subtotal - Property Survey	0	10	12	10	0	0	0
Hours	6	22	62	46	12	0	0
Salary Costs	\$1,008.00	\$3,982.00	\$8,494.00	\$9,522.00	\$2,724.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$25,730.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$10.00
Postage/Freight/Courier	\$0.00
Survey Supplies	\$24.00
Aerial Photography	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$236.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$270.00

SUBTOTAL: \$26,000.00

SUBCONSULTANTS FEE: WACO \$500.00

TOTAL FEE: \$26,500.00

Exhibit B

**City of Tontitown
Fletcher Avenue - Barrington to Klenc**

CONCEPTUAL DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2
	\$294.00	\$239.00	\$196.00	\$168.00	\$139.00	\$120.00	\$111.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	4						
Quality Control Review	2			8			
Subtotal - Project Management	6	0	0	8	0	0	0
2. Civil Engineering							
Typical Sections					2	6	8
Plan & Profile Sheets	2				20	80	60
Drainage Improvements					12	24	12
Meetings/Coordination with City	2				4		
Opinion of Probable Construction Cost					2	10	2
Subtotal - Civil Engineering	4	0	0	0	40	120	82
Hours	10	0	0	8	40	120	82
Salary Costs	\$2,940.00	\$0.00	\$0.00	\$1,344.00	\$5,560.00	\$14,400.00	\$9,102.00

SUBTOTAL - SALARIES: \$33,346.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$120.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$34.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$154.00

TOTAL FEE: \$33,500.00

Exhibit B

**City of Tontitown
Fletcher Avenue - Barrington to Klenc**

PROPERTY ACQUISITION DOCUMENTS

WORK TASK DESCRIPTION	E-3	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (Survey)	T-2
	\$168.00	\$181.00	\$137.00	\$207.00	\$227.00	\$261.00	\$111.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	4	4					
Quality Control Review		2	4				
Submittals to Client	1	1	2				
Subtotal - Project Management	5	7	6	0	0	0	0
2. Acquisition Documents (Maximum 8 Parcels)							
Documents		16	32				
Temporary Construction Easements		8	16				
Stake Proposed Right of way and/or Easement		2	4	8	8		
Coordination with Owner	2	2					
8 Parcels)	2	28	52	8	8	0	0
Hours	7	35	58	8	8	0	0
Salary Costs	\$1,176.00	\$6,335.00	\$7,946.00	\$1,656.00	\$1,816.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$18,929.00

DIRECT NON-LABOR EXPENSES

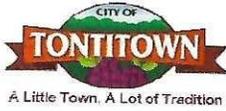
Document Printing/Reproduction/Assembly	\$60.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$61.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$121.00

SUBTOTAL: \$19,050.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$19,050.00



CITY OF TONTITOWN
FLETCHER AVE. EXTENSION (2,396 LF of 37' Wide 3-Lane)
ENGINEER'S ESTIMATE OF PROBABLE COST
PRE-DESIGN STAGE - SEPTEMBER, 2022



ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Engineer's Estimate of Probable Cost	
				UNIT PRICE	AMOUNT
1	Roadway Construction Control	LS	1	\$ 60,000.00	\$ 60,000.00
2	Clearing and Grubbing	LS	1	\$ 84,000.00	\$ 84,000.00
3	Undercut and Backfill	CY	7,364	\$ 50.00	\$ 368,200.00
4	Subgrade Preparation	SY	11,045	\$ 3.50	\$ 38,657.50
5	Topsoil	SY	6,538	\$ 4.50	\$ 29,421.00
6	Roadway Drainage	STA	24	\$ 25,000.00	\$ 600,000.00
7	8" Aggregate Base Course	SY	11,045	\$ 20.00	\$ 220,900.00
8	2" Asphalt Concrete Hot Mix Surface Course (ACHMSC)	TON	1,168	\$ 145.00	\$ 169,360.00
9	4" Asphalt Concrete Hot Mix Binder Course (ACHMBC)	TON	2,155	\$ 130.00	\$ 280,150.00
10	Concrete Curb and Gutter	LF	5,045	\$ 25.00	\$ 126,125.00
11	Concrete Sidewalk	SY	1,680	\$ 70.00	\$ 117,600.00
12	Concrete Trail	SY	3,080	\$ 85.00	\$ 261,800.00
13	Sod	SY	6,538	\$ 6.00	\$ 39,228.00
14	Seed	acre	3.0	\$ 2,500.00	\$ 7,500.00
15	Pavement Markings	LS	1	\$ 21,600.00	\$ 21,600.00
16	Erosion Control	LS	1	\$ 53,000.00	\$ 53,000.00
17	Traffic Control	LS	1	\$ 48,000.00	\$ 48,000.00
18	Mobilization	LS	1	\$ 126,278.00	\$ 126,278.00
19	Concrete Driveway	SY	462	\$ 80.00	\$ 36,960.00

Subtotal (rounded)	\$ 2,688,779.50
25% Contingency and Miscellaneous	\$ 672,194.88
Total	\$ 3,361,000.00

Cost per LF	\$ 1,403.00
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CITY OF YORKTOWN
PLASTER AND EXTENSION OF 1/2" x 1/2" JOINT
REINFORCEMENT OF EXISTING JOINT
THE DESIGN TABLE - SEPTEMBER 2002

