

RESOLUTION NO. 2025-07-198R

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE WORK ORDER NO. 1 WITH GARVER, LLC FOR THE INDUSTRIAL AREA ELEVATED WATER STORAGE TANK PROJECT IN THE CITY OF TONTITOWN, ARKANSAS.**

**WHEREAS**, the City of Tontitown previously entered into a Master Agreement for Professional Services with Garver, LLC for the Industrial Area Elevated Water Storage Tank Project; and

**WHEREAS**, upon consultation with the project engineer, it is apparent that the project will require a work order in the estimated amount of \$221,620.00 in order to expand the scope of services to include construction administration and construction observation for the construction of the industrial area elevated water storage tank, as described in the attached Exhibit "A"; and

**WHEREAS**, the City Council has determined that it is in the best interest and benefit of the community to authorize the Mayor to execute Work Order No. 1 in the estimated amount of \$221,620.00, attached hereto as Exhibit "A", for the Industrial Area Elevated Water Storage Tank Project.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Tontitown, Arkansas:

**Section 1.** The Mayor is hereby authorized to execute Work Order No. 1 in the amount of \$221,620.00, attached hereto as Exhibit "A", for the Industrial Area Elevated Water Storage Tank Project.

**Section 2.** The Mayor and her designee are hereby authorized to take all such action as necessary in connection therewith.

**PASSED AND APPROVED** this 15 day of July 2025.

APPROVED:

  
Angela Russell, Mayor

ATTEST:

  
Rhonda

Rhonda Ardemagni, City Clerk-Treasurer  
(SEAL)



**Work Order No. 1  
to the  
Master Agreement  
For  
Professional Services  
City of Tontitown  
Project No. 18048025**



This WORK ORDER ("Work Order") is made by and between the **City of Tontitown** (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 March 12, 2018 (the "Agreement").

Under this Work Order, the Owner intends to obtain construction phase services, including construction administration and construction observation for the construction of the Industrial Area Elevated Water Storage Tank in Tontitown, AR.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

## SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following Services:

1.1.1 See Exhibit A for Scope of Services

## SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver on an hourly rate basis. The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Construction Administration	\$111,280.00	RATE SCHEDULE
Construction Observation	\$110,340.00	RATE SCHEDULE
TOTAL FEE	\$221,620.00	

The Owner will pay Garver for Service rendered 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 Work Order is estimated to be \$221,620.00. The actual total fee may exceed this estimate. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2026. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our 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 ten percent (10%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.



Garver shall provide Owner notice when Garver is within ten percent (10%) of the fee amount. In which event, Owner may direct Garver to proceed with the Services up to the fee budgetary threshold before ceasing performance of the Services or increase the fee amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Work Order amount is not exceeded.

### SECTION 3 – APPENDICES

3.1 The following Appendices are attached to and made a part of this Work Order:

3.1.1 Appendix A - Scope of Services

3.1.2 Appendix B –Unit Rates

This Work Order 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.

The effective date of this Work Order shall be the last date written below.

City of Tontitown

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: \_\_\_\_\_  
*Printed Name*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_





EXHIBIT A  
(SCOPE OF SERVICES)

**1. GENERAL**

The scope of work includes construction phase services, including construction administration and construction observation for the construction of the Industrial Area Elevated Water Storage Tank in Tontitown, AR.

**2. 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. Attend up to ten (10) progress/coordination meetings with the Owner/Contractor.
- C. Evaluate and respond to up to thirty (30) 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.
- D. Issue up to twenty (20) instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- E. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous 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.
- F. Maintain a set of working drawings and prepare and furnish record drawings.
- G. Provide part-time resident construction observation services for the 570-calendar-day construction contract performance time. The proposed fee is based on 900 hours of construction observation time. This estimate of time is intended to provide observation services during construction activities of increased interest to the Owner. Areas of increased interest to the Owner shall be the foundation material and compaction testing, foundation construction, pedestal pours, mechanical piping, and steel bowl welding and painting. Other construction activities will not be observed unless specifically requested by the Owner.
- H. Garver will endeavor to manage the observation time to provide the Owner with construction observation oversight. 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.



- I. 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.
- J. Participate in final Project inspection, prepare punch list, review final Project closing documents, and submit final pay request.

Construction observation services will be provided by Garver's Resident Project 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 file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- D. Maintain a Project diary which will contain information pertinent to each site visit.

The proposed fee for Construction Phase Services is based on a 570-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 construction observation services, Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations, the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor(s), or for the safety or security 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.

### **3. PROJECT DELIVERABLES**

- A. Construction Contract Documents
- B. PDF copy of approved shop drawings/submittals from the Contractor.
- C. PDF copies of Construction diary logs as requested.
- D. One hard copy set of Record Drawings.
- E. Operation and Maintenance Manuals as provided by the contractor.
- F. Electronic files as requested.

### **4. 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. Field Surveys
- E. Geotechnical Services
- F. Design of any utilities relocation other than water and sewer.
- G. Retaining walls or other significant structural design.



- H. Street lighting or other electrical design.
- I. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ
- J. Construction materials testing.
- K. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- L. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- M. Services after construction, such as warranty follow-up, operations support, etc.
- N. Services necessitated by errors, omissions, or inaccuracies in information provided or specified by Owner or a separate consultant of Owner, including the Contractor(s).
- O. Property Acquisition Documents

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





**Exhibit B**  
**City of Tontitown**  
**Industrial Area Tank**  
**Garver Hourly Rate Schedule: July 2025 - June 2026**

Classification	Rates	Classification	Rates
<b>Engineers / Architects</b>		<b>Resource Specialists</b>	
E-1	\$ 135.00	RS-1	\$ 108.00
E-2	\$ 157.00	RS-2	\$ 143.00
E-3	\$ 180.00	RS-3	\$ 202.00
E-4	\$ 211.00	RS-4	\$ 278.00
E-5	\$ 257.00	RS-5	\$ 348.00
E-6	\$ 316.00	RS-6	\$ 428.00
E-7	\$ 439.00	RS-7	\$ 478.00
<b>Planners</b>		<b>Environmental Specialists</b>	
P-1	\$ 163.00	ES-1	\$ 108.00
P-2	\$ 204.00	ES-2	\$ 136.00
P-3	\$ 254.00	ES-3	\$ 174.00
P-4	\$ 284.00	ES-4	\$ 205.00
P-5	\$ 320.00	ES-5	\$ 258.00
<b>Designers</b>		ES-6	\$ 331.00
D-1	\$ 123.00	ES-7	\$ 414.00
D-2	\$ 140.00	ES-8	\$ 468.00
D-3	\$ 167.00	<b>Project Controls</b>	
D-4	\$ 200.00	PC-1	\$ 110.00
D-5	\$ 246.00	PC-2	\$ 146.00
<b>Technicians</b>		PC-3	\$ 186.00
T-1	\$ 99.00	PC-4	\$ 238.00
T-2	\$ 119.00	PC-5	\$ 291.00
T-3	\$ 145.00	PC-6	\$ 376.00
T-4	\$ 187.00	PC-7	\$ 472.00
<b>Surveyors</b>		<b>Management / Administration</b>	
S-1	\$ 60.00	AM-1	\$ 78.00
S-2	\$ 80.00	AM-2	\$ 100.00
S-3	\$ 108.00	AM-3	\$ 139.00
S-4	\$ 154.00	AM-4	\$ 178.00
S-5	\$ 195.00	AM-5	\$ 218.00
S-6	\$ 227.00	AM-6	\$ 283.00
S-7	\$ 269.00	AM-7	\$ 363.00
S-8	\$ 339.00	M-1	\$ 530.00
2-Man Crew (Survey)	\$ 234.00		
3-Man Crew (Survey)	\$ 293.00		
2-Man Crew (GPS Survey)	\$ 289.00		
3-Man Crew (GPS Survey)	\$ 359.00		
<b>Construction Observation</b>			
C-1	\$ 117.00		
C-2	\$ 146.00		
C-3	\$ 178.00		
C-4	\$ 230.00		
C-5	\$ 277.00		

