

**City Council Agenda Items  
and  
Contracts, Leases or Agreements**

2/21/2012

City Council Meeting Date  
Agenda Items Only

David Jurgens  
Submitted By

Parking  
Division

Utilities  
Department

**Action Required:**

Approve a contract with Garver, LLC, not to exceed \$235,900, for the preliminary site evaluation of the downtown/entertainment district parking deck, and approve a \$20,000 contingency and a budget adjustment.

\$ 255,900  
Cost of this request

\$ 300,000  
Category / Project Budget

Entertainment District Parking Deck  
Program Category / Project Name

2130.9132.5314.00  
Account Number

\$ -  
Funds Used to Date

Entertainment District Parking Deck  
Program / Project Category Name

11028.1201  
Project Number

\$ 300,000  
Remaining Balance

Off-Street Parking  
Fund Name

Budgeted Item

Budget Adjustment Attached

*[Signature]*  
Department Director

3 Feb 12  
Date

Previous Ordinance or Resolution # 5457

*[Signature]*  
City Attorney

2/6/12  
Date

Original Contract Date:

Original Contract Number:

*Paula Becker*  
Finance and Internal Services Director 2-8-2012  
Date

Received in City Clerk's Office 2-03-12 P03:57 RCVD  
*[Signature]*

*[Signature]*  
Chief of Staff 2-9-12  
Date

Received in Mayor's Office  
ENTERED 2/6/12  
*[Signature]*

*[Signature]*  
Mayor 2/9/12  
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan  
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director

Date: February 3, 2012

Subject: Garver Engineers Parking Deck Site Evaluation and Preliminary Design Contract for \$235,900

### RECOMMENDATION

City Staff recommends approving a contract with Garver, LLC, not to exceed \$235,900, for the preliminary site evaluation of the downtown parking deck, and approve a \$20,000 contingency and a budget adjustment.

### BACKGROUND

The City of Fayetteville is constructing a parking deck in the downtown area/entertainment district, specifically on one of four City-owned lots within two blocks of Dickson Street to relieve current parking shortfalls and allow for increased parking demand in the area. The deck is expected to contain roughly 300 spaces. A request for qualifications for professional design services was published in November, 2011; eleven statements of qualification were received in December. The selection committee interviewed four firms, ultimately selecting the team led by Garver engineers. Engineering services under this selection will cover all three phases for the overall outcome of a designed parking deck in downtown Fayetteville: Phase 1, Site Selection & Preliminary Design; Phase 2, Schematic Design & Project Development; and Phase 3, Construction Administration Services.

### DISCUSSION

This specific contract is for Phase 1, Site Selection & Preliminary Design, with the objective of providing the City Council an impartial comparison of the four sites being considered. This work will include several public input sessions and meetings, including two on site, geotechnical services, conceptual site and functional layouts, and costs associated with each in order to allow the City to make the best informed decision for where the deck will be constructed. Upon completion of this work, a recommendation and report will be presented to the City Council to obtain a decision on the final location for construction. Upon receiving the Council's decision, the next phases of work – design and construction phase services – will be negotiated.

### BUDGET IMPACT

Funding for this portion of the contract – preliminary design and site assessment – is coming from existing parking revenues. Funding for the remainder – final design and construction – is programmed to come from a revenue bond that will be issued after the preliminary design and site selection is complete. These funds will be available in project 11028.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION APPROVING A CONTRACT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$235,900.00 FOR PRELIMINARY SITE EVALUATION, DESIGN, AND CONSTRUCTION ADMINISTRATION OF A DOWNTOWN/ENTERTAINMENT DISTRICT PARKING DECK, APPROVING A \$20,000.00 PROJECT CONTINGENCY, AND APPROVING A BUDGET ADJUSTMENT

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Garver, LLC, a copy of which is attached as Exhibit "A", in an amount not to exceed \$235,900.00 for preliminary site evaluation, design, and construction administration of a downtown/entertainment district parking deck, and approves a \$20,000.00 project contingency.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "B".

**PASSED** and **APPROVED** this 21<sup>st</sup> day of February, 2012.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer



# City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

**All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)  
All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us**

Requisition No.:	Date:	2/3/2012
P.O Number:	Expected Delivery Date:	
Mail Yes: XX No:	No:	
Taxable Yes: No: XX	Quotes Attached Yes:	No: XX
Division Head Approval:		

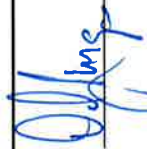
Vendor #:	Vendor Name:	Garver Engineers
Address:		
1088 E. Milsap Road		
City:	State:	AR
Requester:	Requester's Employee #:	490
David Jurgens	Account Numbers	2130.9132.5314.00

Item Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Inventory #	Fixed Asset #
1 Professional Services	1		235,900.00	\$235,900.00	11028.1201	
2			\$0.00	\$0.00		
3			\$0.00	\$0.00		
4			\$0.00	\$0.00		
5			\$0.00	\$0.00		
6			\$0.00	\$0.00		
7			\$0.00	\$0.00		
8			\$0.00	\$0.00		
9			\$0.00	\$0.00		
10			\$0.00	\$0.00		
* Shipping/Handling		Lot		\$0.00		

Special Instructions:

Subtotal: **\$235,900.00**  
Tax: \_\_\_\_\_  
Total: **\$235,900.00**

Approvals:

Mayor: \_\_\_\_\_ Department Director: 

Finance & Internal Services Director: \_\_\_\_\_ Budget Manager: \_\_\_\_\_

Dispatch Manager: \_\_\_\_\_ Utilities Manager: \_\_\_\_\_

Purchasing Manager: \_\_\_\_\_ IT Manager: \_\_\_\_\_ Other: \_\_\_\_\_

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

THIS AGREEMENT is made as of \_\_\_\_\_, 2012, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and GARVER, LLC (hereinafter called GARVER).

CITY OF FAYETTEVILLE requires professional engineering services in connection with the site selection, design, and construction supervision of the downtown parking deck. Therefore, CITY OF FAYETTEVILLE and GARVER in consideration of their mutual covenants agree as follows:

GARVER shall serve as CITY OF FAYETTEVILLE's professional engineering and architectural consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of GARVER'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 GARVER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of GARVER.
- 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 GARVER**

- 2.1 General
  - 2.1.1 Perform professional services in connection with the Project as hereinafter stated.

- 2.1.1.1 The Scope of Services to be furnished by GARVER during the design is included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement.
- 2.1.2 GARVER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. GARVER and CITY OF FAYETTEVILLE agree that GARVER has full responsibility for the engineering services.
- 2.2 Engineering Services – Downtown Parking Deck.
- 2.2.1 Perform engineering services for the site selection, design, and construction supervision as described in the Scope of Services in Appendix A.

**SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE**

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of GARVER

- 3.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.2 Assist GARVER by placing at GARVER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.3 Assist GARVER in obtaining access to property reasonably necessary for GARVER to perform its services under this Agreement.
- 3.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by GARVER and render in writing decisions pertaining thereto.
- 3.5 The Utilities Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Utilities 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.

- 3.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to GARVER 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. GARVER 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 GARVER**

- 5.1 Compensation
- 5.1.1 Downtown Parking Deck

The maximum not-to-exceed amount authorized for this Agreement is **\$235,900**. The CITY OF FAYETTEVILLE shall compensate GARVER for time spent on the project at the rates described in Appendix B for each classification of GARVER's personnel. In addition, reimbursable expenses, including but not limited to printing, courier service, reproduction, travel, and subconsultants shall be paid to GARVER. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B. The rates shown will be increased annually with the first increase effective on or about June 1, 2012.

- 5.1.1.1 Subject to the City Council approval, adjustment of the not-to-exceed amount may be made should GARVER establish and CITY OF FAYETTEVILLE agree that there has been or is to be a significant change in scope, complexity, character, or schedule of the services to be performed; or if CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.



5.1.1.2 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 GARVER'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 GARVER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

## 5.2 Statements

Statements and progress report for each calendar month will be submitted to CITY OF FAYETTEVILLE. Statements will be based on GARVER's actual time and reimbursable expenses accrued to the project.

## 5.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of GARVER'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 GARVER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved. However, payment within 30 days is not guaranteed.

## 5.4 Final Payment

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, GARVER 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 GARVER 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 GARVER 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, GARVER will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

GARVER 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 GARVER 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 GARVER's services.

6.2 Professional Responsibility

6.2.1 GARVER will exercise reasonable skill, care, and diligence in the performance of GARVER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to GARVER any defects or suspected defects in GARVER's services of which CITY OF FAYETTEVILLE becomes aware, so that GARVER 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 GARVER

### 6.3 Cost Opinions and Projections

Cost opinions and projections prepared by GARVER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on GARVER's experience, qualifications, and judgment as a design professional. Since GARVER 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, GARVER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by GARVER.

### 6.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of GARVER'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 GARVER.

### 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 GARVER 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 effected 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 GARVER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of GARVER's default.
- 6.5.4 If termination for default is effected by GARVER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to GARVER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by GARVER 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, GARVER 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 GARVER 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 GARVER to fulfill contractual obligations, it is determined that GARVER 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

In the event the services of GARVER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond GARVER's reasonable control, GARVER shall be entitled to additional compensation and time for reasonable costs incurred by GARVER in temporarily closing down or delaying the Project.

## 6.7 Rights and Benefits

GARVER'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 GARVER 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 GARVER 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 GARVER 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 GARVER 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 or Chief Engineer of GARVER 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 GARVER for services rendered by GARVER.

6.10 Publications

Recognizing the importance of professional development on the part of GARVER's employees and the importance of GARVER's public relations, GARVER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to GARVER'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 GARVER. 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 GARVER's activities pertaining to any such publication shall be for GARVER'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 GARVER 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 Computer Models. GARVER may use or modify GARVER'S proprietary computer models in service of CITY OF FAYETTEVILLE under this agreement, or GARVER may develop computer models during GARVER's service to CITY OF OFAYETTEVILLE under this agreement. Such use, modification, or development by GARVER does not constitute a

license to CITY OF FAYETTEVILLE to use or modify GARVER's computer models. Said proprietary computer models shall remain the sole property of GARVER. CITY OF FAYETTEVILLE and GARVER will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use GARVER's computer models.

#### 6.13 Ownership of Documents

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. GARVER may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications and other hard copy or electronic media prepared by GARVER as part of the Services shall become the property of CITY OF FAYETTEVILLE when GARVER has been compensated for all Services rendered, provided, however, that GARVER shall have the unrestricted right to their use. GARVER 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 GARVER.

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. GARVER 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.

#### 6.14 Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:  
113 West Mountain Street  
Fayetteville, Arkansas 72701

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

6.15 Successor and Assigns

CITY OF FAYETTEVILLE and GARVER 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 GARVER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.16 Controlling Law

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.

6.17 Entire Agreement

This Agreement represents the entire Agreement between GARVER 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 GARVER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by GARVER, 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 GARVER

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 GARVER 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 GARVER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by GARVER'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 GARVER's obligations under this clause are in addition to GARVER'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 GARVER for faulty materials, equipment, or work.

## 7.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and GARVER 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 GARVER 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. GARVER shall also maintain the financial information and data used by GARVER 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. GARVER 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 GARVER;

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

GARVER 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 GARVER 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 GARVER or any of GARVER'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 GARVER 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 GARVER as it could pursue in the event of a breach of the Agreement by GARVER. 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 GARVER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

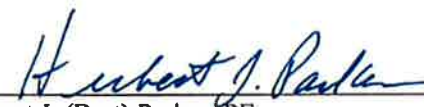
City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, GARVER 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 GARVER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

GARVER

By: \_\_\_\_\_  
Mayor, Lioneld Jordan

By:  \_\_\_\_\_  
Herbert J. (Bert) Parker, PE

ATTEST:

By: \_\_\_\_\_  
City Clerk

Title: Vice President/Secretary

Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

## EXHIBIT A

### DOWNTOWN PARKING DECK

#### SCOPE OF SERVICES

##### 1.0 ENGINEER'S SERVICES

GARVER and its subconsultants that comprise the project team will provide design services to assist the City of Fayetteville in site selection, design and construction of an approximately 300 space parking deck in the downtown area. More specifically, GARVER proposes to accomplish the following:

##### 1.1 PHASE 1 – SITE SELECTION & CONCEPTUAL DESIGN

##### 1.1.1 Data Collection

- A. The project team comprised of representatives from Garver, Carl Walker, Inc., AFHJ Architects, and KB Architects will schedule and participate in meetings with members of the City Staff to determine program goals, design criteria, and development guidelines. At a minimum, the design team will meet with the following City Departments/Divisions:
  - 1. City Administration.
  - 2. Parking Management Division.
  - 3. Development Services Department.
  - 4. Utilities Department.
  - 5. City Council.
- B. The project team will meet with representatives of the Walton Art Center.
- C. Garver will meet and coordinate with all franchise utility companies to obtain an inventory of utilities within the study areas and a written statement regarding the available capacity.
- D. Meeting notes of the data collection meetings will be taken and distributed to all attendees for approval.
- E. Gather information related to historic buildings, cultural factors, natural features, existing zoning and city regulations, mixed use viability, and identify LEED design principles that may impact design and cost.
- F. The project team will visit the four potential sites for the purposes of verifying existing conditions.
- G. The project team will coordinate with the Utilities Director to obtain all studies, reports, drawings, topographical maps, property surveys and other available documents related to the four potential sites.

### 1.1.2 Public Involvement

The project team will conduct a total of two public involvement meetings. The meetings will be formatted to be walk-in type and be scheduled on the same day, generally 11:00 to 2:00 and 4:00 to 7:00. The City will be responsible for locating and arranging facilities for the public meeting/workshop in the vicinity of the project and be responsible for publishing all public notices.

The project team will prepare all necessary press releases, handouts, questionnaires, and graphic exhibits for the meetings. Public comments will be recorded, evaluated, and included in a Public Meeting Summary Report.

### 1.1.3 Geotechnical Services

Garver will coordinate and subcontract with Grubbs, Hoskyn, Barton & Wyatt to provide geotechnical investigations and recommendations for all four designated sites as specified in the attached proposal and made a part of this agreement. In general, the scope will include a total of twenty borings approximately 70-ft in depth, evaluation and testing of bore results, evaluation of suitable foundation options, and preparation of an engineering report summarizing the findings and recommendations.

### 1.1.4 Site Evaluations

Garver will subcontract with Carl Walker, Inc. and AFHJ Architects to perform portions of the site selection services. The scope for the services to be provided by the subconsultants are attached and made a part of this agreement. The scope for the project team will include:

- A. Evaluation of the existing water and sewer facilities in detail based on the information provided by the City to determine improvements necessary to meet fire protection and other loads associated with the parking deck. Coordination will be made with the City of Fayetteville to determine existing water main pressures and fire hydrant flows.
- B. Evaluation of the four identified sites (West Avenue Site, Spring Street Site, Walton Art Center Site, and School Avenue Site) based upon the following criteria:
  - 1. Topography, Utilities, and Environmental Conditions.
  - 2. Interface with surrounding street system.
  - 3. Vehicular and pedestrian ingress/egress.
  - 4. Ability for future parking deck expansion.
  - 5. Construction staging and access considerations.
  - 6. Functional efficiency and construction cost savings for the garage.
  - 7. Passive and active patron safety factors.
  - 8. Impact on neighboring properties.
  - 9. Geotechnical Investigation as it pertains to the structural system for the garage, both for gravity loads and seismic considerations.
  - 10. Impact on current parking revenues.

11. Ability to utilize LEED design principles. In addition, design team to identify potential principles and provide estimated costs for program inclusion consideration.
  12. Architectural Design.
  13. Cultural and Historic Factors.
  14. Zoning/Development Regulations.
- C. Develop conceptual garage functional layouts (maximum of three alternatives per site) in order to evaluate each site relative to garage functionality, capacity and flexibility to meet project goals.
  - D. Develop Architectural guidelines and elevations (maximum of four) for each of the four sites adequate for conceptual cost estimating.
  - E. Develop conceptual site plans (maximum of four) adequate for conceptual cost estimating.
  - F. Develop design criteria based on local and national code requirements including Life Safety Concerns, Open Parking Structure, American Disabilities Act and Wind/Seismic Design Criteria.
  - G. Develop an opinion of probable costs (maximum of four) in sufficient detail to be utilized for a comparison of the four sites. More detail cost estimating will be performed on future phases to determine programming costs.

#### 1.1.5 Report Preparation

- A. Prepare a written report that summarizes all of the information collected from the data collection stage, geotechnical recommendations, and findings from the site evaluations.
- B. Develop a pros/cons matrix for each site.
- C. Provide a recommendation of the preferred site.
- D. Prepare a City Council presentation summarizing all findings and recommendations. Presentation will be given by the entire project team at one meeting.

#### 1.2 PHASE 2 – SCHEMATIC DESIGN AND PROJECT DEVELOPMENT

The scope and fee for this portion of the agreement is specifically excluded and will be added by amendment at the request of the City.

#### 1.3 PHASE 3 – CONSTRUCTION ADMINISTRATION SERVICES

The scope and fee for this portion of the agreement is specifically excluded and will be added by amendment at the request of the City.

## 2.0 CITY OF FAYETTEVILLE

The City of Fayetteville's responsibilities shall include providing the following:

- 2.1 Right of entry to the properties.
- 2.2 Adjacent property owner notifications and public meeting notices.
- 2.3 Previous available surveys, reports, etc.
- 2.4 Paying all plan review fees and advertising costs.
- 2.5 Furnishing all permits and providing permit review fees.
- 2.6 Provide basemap drawing based upon city planimetrics showing contours, structures, right-of-way, property lines, easements, and all utilities including private sewer service connections.
  - a. Utility locations provided by the City of Fayetteville will be derived from GIS.
- 2.7 Spot digging and determination of utilities at critical locations.
- 2.8 Coordination and fees associated with regulatory agencies such as but limited to AHTD, ADH, AQEQ, USACE, ARKUPS, Utility Owners, Property Owners, U.S. Fish and Wildlife, and State Historic Preservation Office.

## 3.0 EXCLUSIONS

For clarification, our proposed scope of services does not include the following but will be considered as extra work as directed by the City in writing for an additional agreed upon by the City and Garver:

- 3.1 Utility relocation design other than water and sewer.
- 3.2 Vehicular counts of existing traffic.
- 3.3 Wetlands identification or mitigation design or other work related to environmentally or historically (culturally) significant items including site assessments.
- 3.4 Changes to major design elements after previous direction or approval or redesign to accommodate City of Fayetteville's budget after receipt of construction bids that exceed the Engineer's cost opinions.



- 3.5 Record Research and Property Acquisition Documents.
- 3.6 Submittals or deliverables in addition to those listed herein.
- 3.7 Construction materials testing.
- 3.8 PHASE 2 – Schematic Design and Project Development which includes property and topographical surveys, ARKUPS utility marking, City development approval process, architectural renderings, construction plans and documents, and bidding.
- 3.9 PHASE 3 – Construction Administration Services which includes all services during and after construction.

4.0 PROJECT DELIVERABLES

The following will be submitted to the City of Fayetteville, or others as indicated, by Garver:

- 1. Digital copies of meeting meetings to all attendees.
- 2. Two (2) copies of Public Meeting Summary Report.
- 3. Two (2) copies of Geotechnical Report.
- 4. Four (2) copies of the Conceptual Site Plan for the four potential sites.
- 5. Two (2) copies of the Summary Report.
- 6. Electronic files as requested.

5.0 SCHEDULE

The time periods for the performance of GARVER, LLC's Services as set forth in Section 4 of said Agreement are as follows:

<u>Phase Description</u>	<u>Calendar Days</u>
Data Collection	30 calendar days from start date
Geotechnical Investigation	60 calendar days from Geotechnical NTP
Site Evaluations	45 calendar days from City review of Collected Data
Report Preparation	30 calendar days from City review of the Site Evaluation & Geotechnical

6.0 COMPENSATION

The method of payment for Services rendered by GARVER shall be as follows. GARVER, shall invoice the CITY OF FAYETTEVILLE for time spent on the project at the rates described in Appendix B for each classification of Garver's personnel. In addition, reimbursable expenses including but not limited to printing, courier service, reproduction, travel, and subconsultants. The maximum not to exceed amount for all scope items in this project shall be **\$235,900**.

**APPENDIX B**  
**Fayetteville Downtown Parking Deck**  
**Garver Hourly Rate Schedule**

<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>	
E-1	\$ 88.00
E-2	\$ 104.00
E-3	\$ 123.00
E-4	\$ 145.00
E-5	\$ 176.00
E-6	\$ 215.00
<b>Planners</b>	
P-1	\$ 106.00
P-2	\$ 124.00
<b>Designers</b>	
D-1	\$ 83.00
D-2	\$ 111.00
<b>Technicians</b>	
T-1	\$ 71.00
T-2	\$ 94.00
<b>Surveyors</b>	
S-1	\$ 42.00
S-2	\$ 52.00
S-3	\$ 70.00
S-4	\$ 99.00
S-5	\$ 127.00
2-Man Crew (Survey)	\$ 160.00
3-Man Crew (Survey)	\$ 200.00
2-Man Crew (GPS Survey)	\$ 180.00
3-Man Crew (GPS Survey)	\$ 220.00
<b>Construction Observation</b>	
C-1	\$ 80.00
C-2	\$ 108.00
C-3	\$ 144.00
<b>Administration</b>	
X-1	\$ 49.00
X-2	\$ 66.00
X-3	\$ 109.00

## APPENDIX B

### CITY OF FAYETTEVILLE DOWNTOWN PARKING DECK

#### FEE SUMMARY

<b>Phase 1 - Site Selection</b>	<b>Estimated Fees</b>
<i>Geotechnical Services (Grubbs, Hoskyn, Barton &amp; Wyatt)</i>	\$76,000.00
Architectural Services(AFHJ Architects/KB Architects)	\$64,900.00
<i>Parking Garage Specialist (Carl Walker, Inc.)</i>	\$55,000.00
Prime Consultant - Garver	\$40,000.00
<b>Subtotal for Phase I Services</b>	<b>\$235,900.00</b>

<b>Phase 2 - Schematic Design and Project Development</b>	
Design Development	\$0.00
Project Design	\$0.00
Construction Documents	\$0.00
Bidding and Contract Award	\$0.00
<b>Subtotal for Phase 2 Services</b>	<b>\$0.00</b>

<b>Phase 3 - Construction Administration Services</b>	<b>Estimated Fees</b>
<i>Construction Materials Testing</i>	\$0.00
Construction Phase Services	\$0.00
Project Close-Out	\$0.00
Post-Occupancy Review	\$0.00
<b>Subtotal for Phase 3 Services</b>	<b>\$0.00</b>

**APPENDIX B**

**CITY OF FAYETTEVILLE  
DOWNTOWN PARKING DECK**

**SITE SELECTION SERVICES**

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2	T-1	X-1	MANHOURL SUBTOTALS
	hr	hr	hr	hr	hr	hr	hr	hr	hr	
<b>1. Civil Engineering</b>										
Quality Control Plan		1		6						
City Coordination/Data Gathering Meetings		20		4						
Public Involvement Meetings		10								
Project Team Coordination		16		4						
Francise Utility Coordination				12						
Conceptual Civil Site Plans (4 sites)		4		20				40		
Water/Sewer Evaluations		2		6						
Opinion of Probable Costs (4 sites)		2		12						
Final City Council Presentation		6		2						
QC Review		6		4						
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>67</b>	<b>0</b>	<b>70</b>	<b>24</b>	<b>28</b>	<b>0</b>	<b>40</b>	<b>0</b>	
<b>2. Structural Engineering</b>										
Project Programming	4			6						
Opinion of Probable Costs (4 sites)	6			10						
<b>Subtotal - Structural Engineering</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>3. Mechanical Engineering</b>										
Project Programming			8							
Opinion of Probable Costs (4 sites)			8							
<b>Subtotal - Mechanical Engineering</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>4. Electrical Engineering</b>										
Project Programming		6		8						
Opinion of Probable Costs (4 sites)		8		8						
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Hours</b>	<b>10</b>	<b>81</b>	<b>16</b>	<b>102</b>	<b>24</b>	<b>36</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>309</b>
<b>Salary Costs</b>	<b>\$2,150.00</b>	<b>\$176.00</b>	<b>\$145.00</b>	<b>\$123.00</b>	<b>\$104.00</b>	<b>\$88.00</b>	<b>\$94.00</b>	<b>\$71.00</b>	<b>\$49.00</b>	<b>\$39,776.00</b>
<b>SUBTOTAL - SALARIES:</b>										
<b>DIRECT NON-LABOR EXPENSES</b>										
Document Printing/Reproduction/Assembly	\$140.00									
Postage/Freight/Courier	\$34.00									
Travel Costs	\$50.00									
<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$224.00</b>									
<b>TOTAL FEE:</b>										<b>\$40,000.00</b>

## AGREEMENT BETWEEN GARVER AND SUBCONSULTANT FOR PROFESSIONAL SERVICES

This is an agreement made as of \_\_\_\_\_, by and between **GARVER, LLC** (Garver) and **Carl Walker, Inc.** (Subconsultant).

### SECTION 1 – GENERAL

Garver has made an agreement dated \_\_\_\_\_, with the **City of Fayetteville** (Owner) which is herein referred to as the Prime Agreement and which provides for Garver's performing professional services in connection with the Project (Fayetteville Downtown Parking Deck) described therein. Garver hereby engages Subconsultant, to perform for Garver, specific services in connection with said Project in accordance with the terms and conditions of this Agreement between Garver and Subconsultant hereinafter referred to as "this Agreement." Any and all other material pertinent to Subconsultant's services will be provided to the Subconsultant as they become available to Garver.

The Prime Agreement contains certain provisions for performance by Garver as well as other matters. The provisions of the Prime Agreement such as insurance requirements, time of performance, and payment for services shall apply to the Subconsultant as indicated herein.

### SECTION 2 – SCOPE OF SERVICES

The Subconsultant will perform services generally described in the attached Scope of Services from the Subconsultant dated January 30, 2012. In the event of a conflict between any of the terms in the Subconsultant's proposal and this Agreement, the terms in this agreement will govern. The Subconsultant's General Terms and Conditions provided in the referenced proposal are expressly rejected.

Requirements for the Subconsultant's time of performance for the attached scope of work shall be consistent with the schedule as outlined in the prime agreement.

Garver is the prime professional with respect to Subconsultant's services to be performed under this Agreement and is responsible for coordinating Subconsultant's services with the services of Garver's staff, any and all regulatory and/or funding agencies that may be involved in the project, and with the Owner.

For additional services outside the scope of services described herein, the Subconsultant and Garver agree to negotiate the fees and related time extensions, if required, in accordance with the scope of services to be determined prior to start of the additional services.

### SECTION 3 - PAYMENT

For the work described herein, except as otherwise agreed to in writing by Garver and the Subconsultant, Garver will pay the Subconsultant for time spent on the project, at the rates shown in the Subconsultant proposal for each classification of Subconsultant's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to the Subconsultant under this agreement may not exceed **\$55,000**. The Subconsultant will submit monthly invoice indicating the amount complete. Garver will not be required to pay Subconsultant for work represented by invoices received more than 60 days after the billing period when the work occurred.

Garver will bill the Owner monthly. All Subconsultant bills must be received 10 calendar days prior to the last Friday of the month in order to be included in Garver's invoice to the Owner for that month. Payment to the Subconsultant will be made within 10 days of Garver receiving payment from the Owner for the Subconsultant work included in each invoice.

#### **SECTION 4 - GARVER'S RESPONSIBILITIES**

In connection with the project, Garver's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by the Subconsultant and informing the Subconsultant of all decisions within a reasonable time so as not to delay the work of the Subconsultant.
2. Making provision for the employees of the Subconsultant to enter public and private lands as required for the Subconsultant to perform necessary preliminary surveys and other investigations.
3. Furnishing the Subconsultant such plans and records of construction and operation of existing facilities, available aerial photography, reports, or copies of the same, related to or bearing on the proposed work as may be in the possession of Garver. Such documents or data will be returned upon completion of the work or at the request of Garver.
4. Giving prompt written notice to the Subconsultant whenever Garver observes or otherwise becomes aware of any defect in the project or other events which may substantially alter the Subconsultant's performance under this Agreement.

#### **SECTION 5 - MISCELLANEOUS**

##### **5.1 Instruments of Service**

The Subconsultant's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to Garver, the Subconsultant will furnish to Garver both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

The Subconsultant retains ownership of the printed hard copy drawings and specifications and the electronic media. Garver is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of the Subconsultant, shall be without liability to the Subconsultant and the Subconsultant's consultants.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that Garver shall indemnify, defend, save harmless the Subconsultant, the Subconsultant's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in Garver's possession or released to others by Garver and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

**5.2 Insurance**

The Subconsultant agrees to maintain in force for the life of this Agreement, the following schedule of insurance:

Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
Automobile Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$2,000,000 Each Claim

The Subconsultant shall name City of Fayetteville and Garver, LLC as an additional insured on the Subconsultant's CGL policy.

**5.3 Records**

The Subconsultant will retain all pertinent records for a period of two years beyond completion of the project. Garver may have access to such records during normal business hours.

**5.4 Indemnity Provision**

Garver agrees to indemnify the Subconsultant for damages, liabilities, or costs (including reasonable attorney's fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of Garver, its other subconsultants, or any other party for whom Garver is legally liable, in the performance of their professional services under this contract.

The Subconsultant agrees to indemnify Garver for damages, liabilities, or costs (including reasonable attorneys fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Subconsultant, its agents, or any other party for whom the Subconsultant is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Garver and the Subconsultant, they shall be borne by each party in proportion to its own negligence.

**5.5 Mediation**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Subconsultant and Garver agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Subconsultant and Garver further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subconsultants, subcontractors, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

## 5.6 Debarment and Suspension

The signer of this contract certifies that to the best of his/her knowledge and belief that the company that he/she represents and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

The signer of this contract understands that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

## SECTION 6 - CONTROL OF SERVICES

This is an Arkansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between Garver and Subconsultant, the matter shall be resolved in accordance with the Laws of the State of Arkansas.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of Garver upon delivery of written notice to the Subconsultant. If this Agreement is so terminated, the Subconsultant shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, the Subconsultant may be required to furnish an accounting of all costs.

## SECTION 7 - SUCCESSORS AND ASSIGNS

The Subconsultant and Garver each bind himself and his successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Subconsultant nor Garver shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

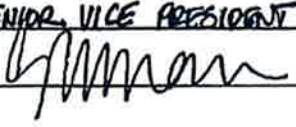
**This Agreement is contingent upon the Prime Agreement being executed and will be terminated upon termination of the Prime Agreement.**

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.

**Carl Walker, INC.**

By:   
Title: SENIOR VICE PRESIDENT  
Attest: 

**GARVER, LLC.**

By:   
Title: Vice President/Secretary  
Attest: 



January 30, 2012

Mr. Ron Petrie, PE  
Senior Project Manager  
**Garver, LLC**  
2049 East Joyce Blvd  
Suite 400  
Fayetteville, AR 72703  
[rspetrie@garverusa.com](mailto:rspetrie@garverusa.com)

Re: Fayetteville Downtown Parking Structure – Site Selection Study  
Fayetteville, Arkansas  
**Carl Walker, Inc.** Proposal N3-11-083aR

Dear Ron:

**Carl Walker, Inc.** is pleased to submit this proposal to you to provide professional *Parking Facility Design Consulting* services for the above mentioned project in Fayetteville, Arkansas. Our scope of services is described in detail below, but in general we will provide consulting services incorporating the disciplines of Structural Engineering and Parking Consulting for this first phase of this parking facility project, the site selection study.

As specialists in the design and construction of multi-level parking structures, we believe that our expertise will be an asset for you and the owner in developing a user-friendly and cost-effective parking facility. As we work through our firm's 29<sup>th</sup> year in business, our experienced staff of designers can proudly reflect on thousands of projects, hundreds of parking structures and millions of parking spaces for clients nationwide.

### PROJECT UNDERSTANDING

Based upon the information you've sent me to date as well as the information I gathered during my last visit to Fayetteville on January 10<sup>th</sup> and 11<sup>th</sup>, we understand that this new parking facility will provide parking for approximately 300 cars. It is assumed that patrons will primarily be visitors associated with the adjacent *Walton Arts Center*, local retail and restaurant destinations and some individuals who will park and walk west towards the *University of Arkansas* campus.

The photo to the right depicts the four (4) sites being considered for this parking facility. They generally bound the west, south and east sides of the *Walton Arts Center* development. We understand that site survey information as well as geotechnical information will be available as part of the inputs needed to study each site.





Mr. Ron Petrie  
Fayetteville Parking Garage  
January 30, 2012

This garage will utilize either a precast-prestressed concrete or a cast-in-place, post-tensioned concrete structural system. Exterior architectural elements of the garage will be similar and complimentary to the arts center and neighboring community development. It is assumed that this garage will be an above grade, free standing and open parking structure. However, site conditions could cause some portions of the garage to be partially below grade. At this time the program and budget does not call for retail space at street level in the garage, but the lingering potential for this element (at least in shell form) will remain a side consideration until further planning determines if it is fully in or out of the project.

This first phase of the project will cover site selection and preliminary design for the parking structure. Currently the City of Fayetteville has a timeline of approximately 4 ½ months for this phase of the project. Full design and then eventual construction of this garage will then commence after that as the next phase of this project.

We currently estimate the following timeline (calendar days) for the key tasks associated with this work:

Task 1: Public Involvement/Data Gathering	30 days from Notice-To-Proceed (NTP)
Task 2: Site Evaluations	45 days after 14 day City Review of Task 1
Task 3: Report Preparation	30 days after 14 day City Review of Task 2

## SCOPE OF SERVICES

As noted above, **Carl Walker, Inc.** will function as the *Parking Facility Design Consultant* for this new facility. In this capacity, we will provide functional and structural design consulting with our in-house staff. We will provide our consulting services in accordance with information provided by you, the owner and all applicable building codes. See below and attached for a detailed Scope of Services for our work. For the design portion of our proposed scope, **Carl Walker, Inc.** will act as the Engineer-Of-Record on this parking facility.

Not included in our scope are other building design, geotechnical engineering, architecture, landscape architecture, MEP engineering, civil engineering, surveying, street traffic engineering (roadway/intersection improvements), traffic impact analysis, environmental, security systems, architectural graphics or contractor level construction estimating and scheduling. If necessary, we can assist in obtaining these services. It is also assumed that you will provide **Carl Walker, Inc.** the following information:

1. Geotechnical soils investigation with foundation recommendations
2. Site survey with grade contours and existing utility information, both above and below grade
3. All relevant programming and planning information necessary for us to perform our parking facility design work

**Carl Walker, Inc.** will...

### Site Selection and Conceptual Design Phase

- A. Meet with City of Fayetteville officials, Walton Arts Center representatives and other neighboring stakeholders as required to establish the program goals for this parking structure as well as its connection to the site and adjacent pedestrian destinations. This proposal includes two (2) trips, two (2) full days each for this purpose

- B. Meet with you and the rest of the design team as required to determine the full program of requirements for the parking facility and select the site. This proposal includes one (1) trip for one (1) full day for this purpose, which is in addition to the trips outlined in Item A. Other design team in-person interaction can occur simultaneous with the meetings outlined in Item A.
- C. Participate in other design team meetings via web teleconference as the project progresses
- D. Coordinate design needs with other consultants on the team
- E. Evaluate each site's viability based upon topography, utilities and environmental conditions. Civil/site survey information to be provided by others.
- F. Evaluate each site's viability based upon interface with the surrounding street system. Review traffic data or traffic impact analysis information (by others) for the area
- G. Evaluate each site's viability based upon vehicular ingress/egress as well as pedestrian ingress/egress
- H. Evaluate each site's viability based upon future expansion of the garage
- I. Evaluate each site's viability based upon construction staging and access considerations for the garage
- J. Evaluate each site's viability based upon functional efficiency and construction cost savings for the garage
- K. Evaluate each site's characteristics relative to the sustainable (green) design goals of the project, and incorporate these into the pros/cons measurement of each site as it contributes to achieving these goals.
- L. Evaluate each site's viability based upon patron safety factors, both passive and active
- M. Evaluate each site's viability based upon neighborhood impact of the garage, especially as it relates to neighboring residential elements
- N. Evaluate each site's viability based upon geotechnical information (by others) as it pertains to the structural system for the garage, both for gravity loads and seismic considerations
- O. Develop conceptual garage functional layouts (up to 3 alternatives per site) in order to evaluate each site relative to garage functionality, capacity and flexibility to meet project goals.
- P. Provide an opinion of probable construction cost for each site as part of the evaluation. This would not be an intensive contractor estimate with detailed takeoffs and pricing information, but rather an opinion with general cost breakdown of the anticipated construction cost for this market and project scope.
- Q. Develop design based on local and national code requirements including the following concerns:
  - 1. Life Safety Concerns.
  - 2. Open Parking Structure
  - 3. Americans with Disabilities Act.
  - 4. Wind and seismic design criteria.
- R. Provide information to your representatives for coordination sessions with City of Fayetteville building officials
- S. Develop a pros/cons matrix for each site and utilize this information along with the preliminary garage concepts to communicate back to the owner and other stakeholders which site is recommended for selection
- T. Meet in person with the owner as part of the design team, helping convey our team's final recommendation for the site to be selected. This proposal includes one (1) trip for one (1) full day for this purpose.



## PROFESSIONAL FEES

Based upon our project understanding and the Scope of Services discussed above, we are proposing a professional fee (hourly labor plus expenses) up to a maximum limit of \$55,000. Project related expenses such as travel, communications; delivery, reproductions, printing, etc. are included in this fee cap. Our labor will be billed in accordance with the attached Fee Schedule, which will be updated to new rates effective March 1, 2012.

## FEE EXCLUSIONS

**Carl Walker, Inc.'s** project related coordination efforts with the following tasks and consultants are included within the proposed design fees. Costs for these Owner and Contractor provided surveys, testing, inspections and consultants are not part of the above referenced design fees.

- Permits, Fees, or Other Related Miscellaneous Expenses
- Topographic and Utilities Survey
- Boundary Line Surface Survey
- Hydrology Study
- Architecture
- Civil Engineering
- MEP Engineering
- Construction Soils Testing
- Construction Materials Testing
- Special Inspections
- Environmental Impact Assessment
- Interior Design
- Traffic Engineering of Street or Intersection Improvements
- Geotechnical Engineering Consultant
- Landscape Architect
- Security Systems Consultant
- Costing and Scheduling Consultant
- Design of any buildings or elements other than parking garages

## ADDITIONAL SERVICES

Additional services outside the Scope of Services listed above, when requested and authorized in writing, shall be performed on an hourly fee basis per the attached Fee Schedule, or a lump sum basis as negotiated with you.

## TERMS AND CONDITIONS

Terms and Conditions will be as set forth in the formal contract agreement between *Garver, LLC* and *Carl Walker, Inc.*



We trust we have responded to your request for proposal. If you are in agreement with the scope of services, professional fees, and terms of this proposal, your signature in the space provided below will serve as our notice to proceed. Please return one (1) copy to our office.

If you have any questions regarding this proposal, please give me a call. We look forward to working with you, the *City of Fayetteville* and the rest of the Project Team.

Thank you for considering **Carl Walker, Inc.!**

Sincerely,

**Carl Walker, Inc.**

Tim D. Christle, P.E.  
Senior Vice President

**ACKNOWLEDGED AND ACCEPTED**  
Garver, LLC

\_\_\_\_\_  
BY (NAME)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
DATE

cc: Sonya Newman - **Carl Walker, Inc.**



**CARL WALKER, INC.**  
**FEE SCHEDULE FY 2011**

FSWP:2011

President	\$281.00	-	\$281.00	/Hr
Executive/Senior Vice President	\$187.00	-	\$259.00	/Hr
Vice President; Managing Principal	\$183.00	-	\$209.00	/Hr
Principal	\$156.00	-	\$173.00	/Hr
Restoration Manager; Chief Engineer	\$163.00	-	\$163.00	/Hr
Senior Project Manager	\$138.00	-	\$162.00	/Hr
Project Manager; Senior Engineer	\$107.00	-	\$147.00	/Hr
Senior Architect; Senior Planner	\$122.00	-	\$122.00	/Hr
Senior Parking/Restoration Specialist	\$135.00	-	\$154.00	/Hr
Parking/Studies Specialist	\$124.00	-	\$145.00	/Hr
Project Engineer/Architect; Design Engineer	\$ 91.00	-	\$115.00	/Hr
Chief/Senior Design Technician	\$ 99.00	-	\$ 99.00	/Hr
Design/Parking Technician	\$ 80.00	-	\$ 86.00	/Hr
Restoration Specialists	\$ 84.00	-	\$ 96.00	/Hr
Restoration Technician	\$ 71.00	-	\$ 77.00	/Hr
Clerical	\$ 49.00	-	\$ 90.00	/Hr

Hourly billing rates are effective March 1, 2011 through February 29, 2012.





## AGREEMENT BETWEEN GARVER AND SUBCONSULTANT FOR PROFESSIONAL SERVICES

This is an agreement made as of 02/02/2012, by and between **GARVER, LLC** (Garver) and **AFHJ Architects** (Subconsultant), who will work with **KBA** as their design consultant.

### SECTION 1 – GENERAL

Garver has made an agreement dated \_\_\_\_\_, with the **City of Fayetteville** (Owner) which is herein referred to as the Prime Agreement and which provides for Garver's performing professional services in connection with the Project (Fayetteville Downtown Parking Deck) described therein. Garver hereby engages Subconsultant, to perform for Garver, specific services in connection with said Project in accordance with the terms and conditions of this Agreement between Garver and Subconsultant hereinafter referred to as "this Agreement." Any and all other material pertinent to Subconsultant's services will be provided to the Subconsultant as they become available to Garver.

The Prime Agreement contains certain provisions for performance by Garver as well as other matters. The provisions of the Prime Agreement such as insurance requirements, time of performance, and payment for services shall apply to the Subconsultant as indicated herein.

### SECTION 2 – SCOPE OF SERVICES

The Subconsultant will perform services generally described in the attached Scope of Services from the Subconsultant dated January 30, 2012. In the event of a conflict between any of the terms in the Subconsultant's proposal and this Agreement, the terms in this agreement will govern. The Subconsultant's General Terms and Conditions provided in the referenced proposal are expressly rejected.

Requirements for the Subconsultant's time of performance in the attached scope of work shall be consistent with the schedule as outlined in the prime agreement.

Garver is the prime professional with respect to Subconsultant's services to be performed under this Agreement and is responsible for coordinating Subconsultant's services with the services of Garver's staff, any and all regulatory and/or funding agencies that may be involved in the project, and with the Owner.

For additional services outside the scope of services described herein, the Subconsultant and Garver agree to negotiate the fees and related time extensions, if required, in accordance with the scope of services to be determined prior to start of the additional services.

### SECTION 3 - PAYMENT

For the work described herein, except as otherwise agreed to in writing by Garver and the Subconsultant, Garver will pay the Subconsultant for time spent on the project, at the rates shown in the Subconsultant proposal for each classification of Subconsultant's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to the Subconsultant under this agreement may not exceed **\$64,900**. The Subconsultant will submit monthly invoice indicating the amount complete. .

Garver will bill the Owner monthly. All Subconsultant bills must be received prior to the last Friday of the month in order to be included in Garver's invoice to the Owner for that month. Payment to the Subconsultant will be made upon Garver receiving payment from the Owner for the Subconsultant work included in each invoice.

#### **SECTION 4 - GARVER'S RESPONSIBILITIES**

In connection with the project, Garver's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by the Subconsultant and informing the Subconsultant of all decisions within a reasonable time so as not to delay the work of the Subconsultant.
2. Making provision for the employees of the Subconsultant to enter public and private lands as required for the Subconsultant to perform necessary preliminary surveys and other investigations.
3. Furnishing the Subconsultant such plans and records of construction and operation of existing facilities, available aerial photography, reports, or copies of the same, related to or bearing on the proposed work as may be in the possession of Garver. Such documents or data will be returned upon completion of the work or at the request of Garver.
4. Giving prompt written notice to the Subconsultant whenever Garver observes or otherwise becomes aware of any defect in the project or other events which may substantially alter the Subconsultant's performance under this Agreement.

#### **SECTION 5 - MISCELLANEOUS**

##### **5.1 Instruments of Service Ownership of Documents**

Terms of agreement between AFHJ and Garver, for this section, shall match the requirements of the City of Fayetteville in the prime Agreement between Garver and City of Fayetteville, in that "City of Fayetteville" will be replaced with "Garver" and "Garver" will be replaced with "AFHJ" in the language of this section.

The same rights and ownership definitions between AFHJ and Garver will transfer to City of Fayetteville

## 5.2 Insurance

The Subconsultant agrees to maintain in force for the life of this Agreement, the following schedule of insurance:

Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
Automobile Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

The Subconsultant shall name City of Fayetteville and Garver, LLC as an additional insured on the Subconsultant's CGL policy.

## 5.3 Records

The Subconsultant will retain all pertinent records for a period of two years beyond completion of the project. Garver may have access to such records during normal business hours.

## 5.4 Indemnity Provision

Garver agrees to indemnify the Subconsultant for damages, liabilities, or costs (including reasonable attorney's fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of Garver, its other subconsultants, or any other party for whom Garver is legally liable, in the performance of their professional services under this contract.

The Subconsultant agrees to indemnify Garver for damages, liabilities, or costs (including reasonable attorneys fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Subconsultant, its agents, or any other party for whom the Subconsultant is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Garver and the Subconsultant, they shall be borne by each party in proportion to its own negligence.

## 5.5 Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Subconsultant and Garver agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Subconsultant and Garver further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subconsultants, subcontractors, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

## 5.6 Debarment and Suspension

The signer of this contract certifies that to the best of his/her knowledge and belief that the company that he/she represents and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

The signer of this contract understands that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

## SECTION 6 - CONTROL OF SERVICES

This is an Arkansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between Garver and Subconsultant, the matter shall be resolved in accordance with the Laws of the State of Arkansas.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of Garver upon delivery of written notice to the Subconsultant. If this Agreement is so terminated, the Subconsultant shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, the Subconsultant may be required to furnish an accounting of all costs.

## SECTION 7 - SUCCESSORS AND ASSIGNS

The Subconsultant and Garver each bind himself and his successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Subconsultant nor Garver shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**This Agreement is contingent upon the Prime Agreement being executed and will be terminated upon termination of the Prime Agreement.**

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.

**AFHJ Architects**

By: 

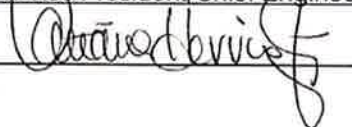
Title: President

Attest: 

**GARVER, LLC.**

By:   
FOR BRUCE E. HOSIOWS

Title: Sr. Vice President/Chief Engineer

Attest: 



**City of Fayetteville Parking Deck  
Proposal for Architectural Services**

01/30/2012

Mr. Ron Petrie, PE  
Senior Project Manager  
Garver, LLC  
2049 East Joyce Blvd  
Suite 400  
Fayetteville, AR 72703

Re: City of Fayetteville Parking Structure  
Site Selection Phase

Dear Ron,

AFHJ Architects is pleased to submit this proposal for professional services for the above mentioned facility.

AFHJ will provide architectural services required, in coordination with the design team, to complete a site evaluation study for the four sites mentioned in the City of Fayetteville RFQ statement.

AFHJ will work in coordination with the design team to collect data, define the program, solicit public input and report on the findings.

In addition AFHJ in association with KBA will incorporate all the finding, in coordination with the design team, into the site evaluation criteria, develop architectural criteria, prepare site plans and minimum architectural drawings in order to provide conceptual cost estimates and assist owner in presentations to the council

AFHJ / KBA will also incorporate elements of Sustainable Design as well as potential mixed use potential into the evaluation criteria for site evaluation and selection

For detailed breakdown of such services including task assignments and fee calculations please refer to attachment "A". These services are proposed at an hourly rate, not to exceed \$64,900 including reimbursable expenses as noted.

Also attached please find the statement of hourly rates.

We look forward to a successful partnership.

Sincerely Yours,

Laleh Amirmoez, AIA  
President

A handwritten signature in black ink, appearing to read 'Laleh Amirmoez', is written over a white background.

**AFHJ** ARCHITECTS + PLANNERS



## **Schedule of Rates & Charges**

January 01, 2012 –December 31, 2012

**INVOICES** for our services are divided into two categories: Labor and Reimbursable Expenses.

**LABOR:** Labor charges are made for all client activity directly attributable to a project. No charge is made for general office administration. Labor charges are invoiced by category, as follows:

### **Architectural Services / Interior Design Services**

Principal Architect	\$130.00
Spec Writer / Field Coordinator	80.00
Architect / Project Coordinator	80.00
Architect Intern	65.00
Interior Designer	50.00
Clerical	40.00

Subject to modification every Twelve (12) months

CITY OF FAYETTEVILLE, PARKING DECK  
 SITE EVALUATION SELECTION

DATE 01/25/2012

<b>PUBLIC INVOLVEMENT DATA COLLECTION</b>	AFHJ Hours	\$/hour	Total AFHJ	KBA Hours	\$/hour	Total KBA
<b>PROGRAMMING MEETING</b>						
Administration / Parking / Engineering / WAC/ Utilities Fire Dept - with Garver	12	130.00	1,560	12	200	2,400
<b>PUBLIC INPUT MEETINGS</b>						
two meetings in one day	8	130.00	1,040	8	200	1,600
<b>REPORT MEETING</b>						
to report findings / finalize program as needed	4	130.00	520	8	200	1,600
<b>PRESENTATION MEETING</b>						
Final Council/ public meeting	8	130.00	1,040	8	200	1,600
<b>DATA COLLECTION</b>						
Data gathering on historic information / natural features/ Historic structures/ mixed use viability/ cultural factors/Zoning and other regulations/ Green Design potential that impacts design and cost	8	130.00	1,040	2	100	200
<b>Subtotal 1</b>			\$ 5,200			\$ 7,400

<b>SITE EVALUATIONS PRESENTATIONS</b>	AFHJ Hours	\$/hour	Total AFHJ	Hours	\$/hour	Total AFHJ
<b>FACT ANALYSIS</b>						
Study topography/ utilities/ environmental conditions/streets traffic data/ traffic impact/ vehicular access/ construction staging/ access provided by others	8	130.00	1,040	4	200	800
Incorporate for architectural design studies on functional efficiency provided by CW	8	80.00	640	4	100	400
Incorporate for architectural design, safety, neighborhood impact, geotech and infrastructure provided by others						
Incorporate for architectural design findings under Data Collection heading above						
Coordinate with others in eval. the three proposed layouts per site for impact on architectural design, which will impact the cost						
<b>ARCHITECTURAL STUDY</b>						



Develop Architectural guidelines for each site adequate for cost estimates, for the selected layout	40	130.00	5,200	20	200	4,000
	40	80.00	3,200	20	100	2,000

Develop conceptual site plans in coordination with others illustrating exterior features such as lighting, signage, landscaping and design features in coordination with existing downtown master plan guidelines, all of which will impact the cost.

**GREEN DESIGN FACTORS**

Study elements that may affect cost	2			200	400
	8			100	800

**ARCHITECTURAL DESIGN**

Architectural elevations, adequate for cost estimating, based on the selected layout for each site, not three studies per site	8			200	1,600
	32			100	3,200

Contribute to pros and cons matrix prepared by others	2	130.00	260	2	200	400
	2	80.00	160	2	100	200

**Subtotal 2** \$ 10,500 \$ 13,800

**REPORT PREPARATION DATA GATHERING**

	AFHJ Hours	\$/hour	Total \$ AFHJ	Hours	\$/hour	Total AFHJ
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Programming mtg notes/ reports in coord. with Garver/ CW	8	130.00	1,040	8	200	1,600
--	---	--------	-------	---	-----	-------

Public input meeting prep, survey forms, display materials in coord. with others, ex'g conditions	20	130.00	2,600	4	200	800
	20	80.00	1,600	4	100	400

Report on survey and public input AFHJ lead in coord with others	32	130.00	4,160			
	8	80.00	640			

Report on historic information, Historical structures/ natural features that impact the design and cost

Presentation material for council meeting, power point, hard copies	16	130.00	2,080	4	200	800
	16	80.00	1,280	4	100	400

cost estimates in coord with all led by AFHJ, one per site	40	130.00	5,200	4	200	800
				16	100	1,600

**Sub Total 3** \$ 18,600 \$ 6,400

**Total** \$ 34,300 \$ 27,600

**Services Total** \$ 61,900

Reimbursable expenses are \$3,000

KBA travel costs: Transportation, meals and lodging

Reports hard copy reproduction

Presentation board reproduction costs

**Grand Total** \$ 64,900



**Grubbs, Hoskyn,  
Barton & Wyatt, INC.**  
CONSULTING ENGINEERS

P.O. Box 1248  
Springdale, Arkansas 72765  
341 West County Line Road 72764  
(479) 756-5999  
FAX (479) 756-1749

January 30, 2012  
Proposal No. 12-006

Garver, LLC  
2049 E. Joyce Boulevard, Suite 400  
Fayetteville, Arkansas 72703

Attn: Mr. Ron Petrie, P.E.  
Senior Project Manager

**RE: PROPOSAL for GEOTECHNICAL FEASIBILITY STUDY  
PROPOSED PARKING DECK SITES  
FAYETTEVILLE, ARKANSAS**

Dear Mr. Petrie:

We are pleased to submit this proposal and cost estimate for performing a geotechnical feasibility study for the proposed parking deck sites for the City of Fayetteville in Fayetteville, Arkansas. We discussed the scope of this study with you during our meeting of January 16, 2012.

We understand that the City of Fayetteville is planning to build a new parking deck. The parking deck is anticipated to be a 4 to 6 story structure with about 300 parking spaces. Four (4) possible sites have been considered for geotechnical feasibility study. They are West Avenue site located at the northwest corner of West Avenue and Spring Street, WAC site located at the northeast corner of West Avenue and Spring Street just south of Walton Arts Center, Spring Street site located at the southeast corner of Spring Street and West Avenue, and School Avenue site located on School Avenue north of its intersection with Spring Street.

Geology: The site is located on a fault line. The geology of the site is the early Pennsylvanian Period Bloyd Shale and Prairie Grove Member of Hale Formation. The Bloyd formation consists of: The Brentwood Limestone Member, the Woolsey Member, Dye Shale Member, Kessler Limestone Member and the Trace Creek Shale Member. The Hale Formation is made up of two members: a lower Cane Hill member and an upper Prairie Grove member. The Prairie Grove member is composed of thin to massive, often crossbedded, light gray to dark brown, limy sandstone or variously sandy limestone and oolitic limestone. The Cane Hill member is typically composed of dark gray silty shale interbedded with siltstone and thin-bedded fine-grained sandstone. Some lithologies are locally calcareous. Isolated thick to massively bedded sandstone sometimes are present. The formation in the general vicinity of these sites has been found to include numerous clay-filled voids, open cavities and discontinuities.

For the project, we propose to do the following study as discussed.

- (a) Drill a total of twenty (20) sample borings to approximately 70-ft depth, spread over one (1) or all of the above-mentioned four (4) sites, obtaining undisturbed soil

samples or Standard Penetration Values at 2- to 5-ft intervals or at a change in soil/rock stratum, and also obtaining representative rock cores;

- (b) 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 and rocks;
- (c) Based on the results of the borings, delineate subsurface conditions including potential voids and other geological anomalies that are of consequence to the construction of the parking deck;
- (d) Evaluate different suitable foundation options for the investigated sites;
- (e) Meet with the project team, as needed, to discuss the results of the investigation and help the project team in the site selection based on geotechnical considerations;
- (f) Prepare an engineering report with the results of the borings, subsurface conditions, seismic classification, geotechnical parameters of significance to the project, foundation options and site grading and construction criteria.

Charges for the above-outlined services will be based on the enclosed Schedules of Fees. We estimate the total cost of the investigation will be approximately \$76,000.

It should be noted that the eastern portion of the WAC site slopes relatively steeply to the south. Site access to our drilling equipment will warrant some dozer work at a few of the boring locations. The above cost estimate includes the cost of a dozer. We will be very careful not to unnecessarily disturb the site; however, some disturbance to the site should be expected. If unusual soil or rock conditions are encountered which would materially alter the scope of the study, we will notify your office or your representative before proceeding with any additional studies.

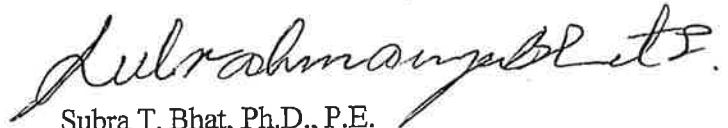
It should also be noted that very difficult drilling conditions are expected at the site. We anticipate that the field studies can be completed within four (4) to six (6) weeks following our receipt of authorization and notice to proceed. Preliminary information on the field data will be provided upon completion of drilling. The laboratory work and engineering analyses will be concluded following the completion of the field studies. We estimate that feasibility study report will be submitted within approximately six (6) to eight (8) weeks after authorization is received.

**GRUBBS, HOSKYN, BARTON & WYATT, INC.**  
GHBW PROPOSAL NO. 12-006

JANUARY 30, 2012  
PAGE 3

We look forward to being of service to you on this project. If our proposed scope of work and cost are satisfactory to you, please indicate your authorization by returning one (1) signed copy of this proposal to our office or providing us with a work order number.

Sincerely,  
**GRUBBS, HOSKYN,  
BARTON & WYATT, INC.**



Subra T. Bhat, Ph.D., P.E.  
Principal/Manager of Springdale Office

STB:

Copies submitted: Garver, LLC  
Attn: Mr. Ron Petrie, P.E. (e-mail)  
Senior Project Manager

Attachments: Schedule 40.01d (Apr 08)  
Schedule 42.04 (Apr 11)  
Schedule 43.04 (Apr 11)  
Schedule 46.02 (Jul 10)  
Certificate of Insurance

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Date	Authorization (Signature)	(Printed Name)
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**STANDARD FEES AND GENERAL CONDITIONS FOR  
ENGINEERING AND TECHNICAL SERVICES**

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**1. Client**

Client, as used herein, is the entity who authorized performance of services by Grubbs, Hoskyn, Barton & Wyatt, Inc. and accepts responsibility for payment under the conditions stated herein.

**2. Professional Services and Fees**

**2.1 Analysis, consultation and report preparation.** Fees for our professional services are based on the time of professional, technical and clerical personnel directly charged to the project. The fee is computed as 2.4 times salary cost for the chargeable time. Salary cost includes base payroll plus 34 percent for employee benefits, payroll taxes, and payroll insurance. A schedule of hourly rates for engineering and technical personnel by classification is available upon request.

**2.2 Reimbursable expenses.** Expenses other than salary costs that are directly attributable to performance of our professional services are billed as follows:

- a) for transportation in our company vehicles, \$0.50 per mile
- b) for all other expenses, included but not limited to, authorized travel, sample shipment, subcontracts, consulting fees, long distance communications, outside reproduction, and mailing expense, cost plus 15 percent

**3. General Conditions****3.1 On-site Responsibilities and Risks**

- a) **Right-of-Entry.** Unless otherwise agreed, Client will furnish right-of-entry and obtain permits, as required, for us to perform the field work.
- b) **Damage to Property.** We will take reasonable precautions to minimize damage to land and other property caused by our operations, but we have not included in our fee the cost of repairing such damage. Costs for repair and/or damages will be limited as per Section 3.3.
- c) **Toxic and Hazardous Materials.** Client will provide us with all information within his possession of knowledge as to the potential occurrence of toxic or hazardous materials at the site being investigated. If unanticipated toxic or hazardous materials are encountered, we reserve the right to demobilize our field operations at Client's expense. Remobilization will proceed following consultation with our safety coordinator and Client's acceptance of proposed safety measures and fee adjustments.
- d) **Utilities and Pipelines.** While performing our field work, we will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities. Costs for repair and/or damages will be limited as per Section 3.3.

### 3.2 Warranty

- a) Services performed by Grubbs, Hoskyn, Barton & Wyatt, Inc. will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, either expressed or implied, is made or intended by our proposal, contract, or reports.
- b) Client acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We will be responsible for our data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

### 3.3 Liability

Our liability to Client for injury or damage to persons or property arising out of work performed for Client and for which legal liability may be found to rest upon us, including professional errors and omissions, will be limited to our liability insurance coverage. A certificate of insurance is available upon request.

### 3.4 Invoices and Payment

Invoices will be submitted every four (4) weeks for services rendered. Payment is due upon presentation of our invoice and is past due thirty (30) days from invoice date. Payment of our invoice(s) is not contingent upon Client receiving payment from a third party. Client agrees to pay a finance charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts. Any attorney's fees or other cost incurred in collecting a delinquent amount shall be paid by Client.

### 3.5 Samples

All samples of soil and rock will be discarded thirty (30) days after submission of our report, unless Client advises us otherwise. Upon request, we will deliver the samples in accordance with Client's instructions, charges collect, or will store them for an agreed charge.

### 3.6 Records

All pertinent records relating to services performed hereunder shall be retained for two (2) years after completion of the work. Client shall have access to the records at all reasonable times during said period.

**4. Related Services**

Additional services that are frequently required for support of our professional activities are normally provided by one of the technical divisions of Grubbs, Hoskyn, Barton & Wyatt, Inc. Applicable charges are given in one or more schedules of the following series:

- 4.2** Laboratory Testing Fees
- 4.3** Field Charges for Foundation Investigations
- 4.4** Rates for Construction Surveillance and Consultation

**LABORATORY AND FIELD TESTING FEES**

<u>Test No.</u>	<u>Unit Price</u>
1. CEMENT TESTS .....	Quoted on Request
2. AGGREGATE TESTS	
<u>Grain Size Tests</u>	
2.1. Sieve analysis fine aggregate and soils, through #200 sieve, each sample .....	\$ 50.00
2.2. Percent passing a single sieve, each .....	\$ 30.00
2.3. Grain size tests, coarse aggregate over 5 lb sample weight .....	\$ 120.00
<u>Properties</u>	
2.5. Specific gravity, per ASTM C128 for fine aggregate, each sample.....	\$ 60.00
2.6. Specific gravity, per ASTM C127 for coarse aggregate, each sample.....	\$ 40.00
2.7. Unit weight, each sample.....	\$ 40.00
2.8. Absorption, each sample.....	\$ 12.00
2.9. Organic impurities, each sample (ASTM C40) .....	\$ 40.00
2.10. Soft particle, each sample (ASTM C142).....	\$ 80.00
2.11. Sand equivalent, each sample .....	\$ 60.00
2.12. Flat and elongated particles, each sample (ASTM D4791) .....	\$ 45.00
<u>Abrasion</u>	
* 2.12. Los Angeles Machine (ASTM C 131), each sample.....	\$ 225.00
*2.12.1. Crushing and preparing sample, if required.....	\$ 75.00
<u>Soundness</u>	
* 2.13. Sulfate or Magnesium soundness test (5 cycles).....	\$ 500.00
<u>Alkali-Silica Reactivity</u>	
* 2.14. Mortar bar test per AASHTO T303 (3 per set), each set .....	\$ 500.00
3. CONCRETE STRENGTH TESTS	
<u>Concrete, Mortar or Grout Compressive Strength</u>	
3.1. Cylinder compressive strength test, each.....	\$ 7.50
3.2. Saw cutting cylinder for capping, each.....	\$ 10.00
3.3. Cube compressive strength, each.....	\$ 10.00
<u>Beam Flexural Strength</u>	
3.4. Beam flexural strength test, each.....	\$ 20.00
3.5. "Hold" specimens processed, but not tested, each .....	\$ 15.00
<u>Strength Estimate</u>	
3.6. Schmidt concrete test hammer .....	Quoted on Request
3.7. Windsor probe test, \$30.00 per location (probe costs) plus hourly rate .....	Quoted on Request
4. CONCRETE MIX DESIGNS	
4.1. Compute mix design using previously determined aggregate properties, each .....	Engineer Hourly Rate
4.2. Provide mix design/check contractors mix design by preparing trial batch mix using aggregate, admixtures, and cement furnished for use on project, each batch or each curve point .....	Technician Hourly Rate



4.3. Confirmatory cylinders made in connection with mix design, each .....\$ 9.50

All tests of aggregates, cement and admixtures to determine the basic physical properties and suitability are charged separately.

5. REINFORCING STEEL

5.1. Tension tests..... Quoted on Request

6. CORING SERVICES ..... Quoted on Request

7. CORE TESTS

7.1. Capping and testing of cores (without sawing ends), each .....\$ 10.00

7.2. Diamond blade sawing, cores for capping, each.....\$ 10.00

8. SOIL AND BASE MATERIAL TESTS

Classification and Index Tests

8.1. Water content, per sample.....\$ 5.00

8.2. Liquid and plastic limits, per sample .....\$ 40.00

8.2.1 Method B dry preparation .....\$ 75.00

8.2.2 Method B wet preparation.....\$ 15.00

8.3. Unit dry weight of sample.....\$ 40.00

8.4. Specific gravity .....\$ 50.00

8.5. Sieve analysis through #200 sieve, per sample.....\$ 30.00

8.6. Percent passing a single sieve, each.....\$ 100.00

8.7. Hydrometer test, each.....\$ 150.00

8.8. Double hydrometer, per sample .....\$ 200.00

\* 8.9. Permeability of sand, constant head.....\$ 150.00

\* 8.10. Permeability of silt or clay, falling head .....\$ 210.00

\* 8.11. Permeability – Flexwall Test (undisturbed sample) .....\$ 250.00

\* 8.12. Permeability – Flexwall Test (remolded sample) .....\$ 60.00

\* 8.13. Laboratory soil resistivity .....\$ 20.00

\* 8.14. pH .....\$ 30.00

8.15. Saw Cut Shelby Tube.....\$ 50.00

8.16. Preparation of sample or base material binder, each.....\$ 45.00

8.17. Sample preparation for soil with admixture, including admixtures and curing, per sample .....\$ 45.00

Compaction and Control Tests

8.18. Optimum moisture and density relationship

8.18.1. Standard compaction effort, per sample .....\$ 120.00

8.18.2. Modified compaction effort, per sample.....\$ 150.00

8.19. Laboratory relative density using vibratory table.....\$ 150.00

8.20. In-place density and moisture using nuclear equipment ..... Included In Hourly Technician Rate

8.21. Lime modification optimum (LMO)..... Quoted on Request

8.22. Sample preparation: soil mixtures and curing .....\$ 45.00

Strength Tests

8.23. California bearing ratio (CBR), per specimen (Proctor cost NOT included) .....\$ 170.00

8.24. Sample preparation: soil admixtures and curing for

	compaction and strength tests, each batch or moisture point .....	\$ 45.00
8.25.	Soil-cement or soil-asphalt tests .....	Quoted on request
8.26.	Unconfined compression, soil .....	\$ 30.00
8.27.	Unconfined compression, rock (with saw cutting cost).....	\$ 45.00
8.28.	Unconsolidated-undrained – triaxial .....	\$ 35.00
* 8.29.	Consolidated-undrained – triaxial .....	Quoted on Request
* 8.30.	Consolidated-drained – triaxial .....	Quoted on Request
* 8.31.	Consolidated-drained – direct shear.....	\$ 200.00
* 8.32.	Residual strength – direct shear .....	\$ 300.00
* 8.33.	Multi-stage test for triaxial or direct shear .....	Two Times Test Price

**Volume Change Tests**

* 8.33.	Consolidation .....	\$ 250.00
* 8.34.	Swell test, swell pressure and percent swell .....	\$ 150.00

**9. ASPHALTIC CONCRETE MIX DESIGNS**

* 9.1.	Provide mix design using aggregates and asphalt furnished for use on project, Marshall Method.....	\$2,500.00
* 9.2.	Compute mix design using previously determined aggregate properties such as gradation, specific gravity, and other design factors, each .....	Hourly Rate

**10. ASPHALTIC CONCRETE TESTS**

**Density and Stability Tests**

10.1.	Molding test specimens (3 per set), each set or sample .....	\$ 100.00
10.2.	Determine laboratory density or percent voids, each set or sample.....	\$ 60.00
10.3.	Determine Marshall stability (3 per set), each set or sample .....	\$ 60.00
10.4.	Flow value (3 per set), each set or sample .....	\$ 20.00

**Control Tests**

10.5.	Extraction (percent of bitumen and aggregate gradation).....	\$ 135.00
10.6.	Laboratory density on field-cut specimen trimmed to size in laboratory (field cutting of specimens are charged separately).....	\$ 20.00
10.9.	In-place density of asphalt course using nuclear equipment.....	Hourly Rate

**11. MASONRY TESTS**

**Masonry Compressive Strength**

11.1.	Mortar cube compressive strength, each.....	\$10.00
11.2.	Masonry grout compressive strength, each.....	\$10.00
* 11.3.	Masonry prism strength, each .....	\$85.00
* 11.4.	Masonry unit block strength, each .....	\$40.00

**Masonry Mortar Mix Verification**

* 11.5	Mix preparation and casting cubes per ASTM C-270 with flow test, each set (does not include strength test cost) .....	\$120.00
* 11.6	Water retention test (does not include mix preparation cost) .....	\$60.00

## 12. SPECIAL TESTS

Tests not listed above are performed, whether outside our laboratory at cost plus 15 percent or on an hourly basis (see Schedule 46.02 for Hourly Rates for Engineering and Technical Personnel).

- (1) Securing samples at local projects, plant or from supplier's stock will be charged at an hourly rate for the technician plus travel at \$0.50 per mile.
- (2) Rush assignments requiring unscheduled overtime are subject to a 50 percent surcharge.

\* These tests are performed only in our Little Rock Laboratory. Additional charges for shipping or transporting samples from our Springdale Laboratory may be applicable.

**FIELD CHARGES FOR FOUNDATION INVESTIGATIONS**

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1. **Mobilization and demobilization of three-man drill crew, including geotechnical technician, and equipment**
  - 1.1. Truck rig operation
    - 1.1.1. In-yard mobilization and demobilization.....\$125.00
    - 1.1.2. Round-trip travel of equipment and crew \$3.00/mi
  - 1.2. Marsh buggy operations (GHBW buggies)
    - 1.2.1. In-yard mobilization and demobilization.....\$345.00
    - 1.2.2. Transporting buggies w/contract truck.....Cost + 15%
    - 1.2.3. Permit charges.....Cost + 15%
    - 1.2.4. Three-man crew and pickup truck ..... \$2.00/mi
  
2. **Drilling and Sampling**
  - 2.1. Soil borings, with 3-man crew, including geotechnical technician; 3-in. thin-walled tube sampler in clay and 2-in. split-barrel sampler in sand; 0 to 100-ft depth; sampling at 2-ft intervals to 10-ft depth and at 5-ft intervals below 10 ft
    - 2.1.1. Truck rig.....\$13.75/ft
    - 2.1.2. Buggy rig.....\$16.25/ft
    - 2.1.3. Drilling abrasive formation, surcharge per ft.....\$2.00/ft
  
3. **Set-up charge per boring.....\$50.00**
  
4. **Travel time associated w/jobs in progress for crew and pickup from Little Rock equipment yard or place of lodging to site and return..... \$150.00/hr**
  
5. **Time spent gaining access to boring locations, moving equipment between boring locations, and for reasons beyond our control (except weather)**
  - 5.1. Truck rig.....\$185.00/hr
  - 5.2. Buggy rig.....\$200.00/hr
  - 5.3. Site Cleanup.....\$185.00/hr

**6. Special Drilling**

- 6.1. Borings drilled according to specialized specifications or by time-consuming methods, including drilling in cobbles and gravel, grouting or sealing boreholes, installing piezometers, inclinometers, etc.
  - 6.1.1. Truck rig (dry auger methods) ..... \$185.00/hr
  - 6.1.2. Truck rig (rotary wash methods)..... \$200.00/hr
  - 6.1.3. Buggy rig..... \$200.00/hr
- 6.2. Drilling using hand portable equipment..... \$140.00/hr
- 6.3. Wash borings, no sampling, 0-100 ft ..... \$10.00/ft
- 6.4. Undisturbed samples in wash borings..... \$25.00/ea
- 6.5. Machine auger borings w/disturbed samples 0-20 ft ..... \$9.50/ft
- 6.6. Rock Drilling and Coring
  - 6.6.1. Setting casing through overburden, as required..... \$10.50/ft
  - 6.6.2. Continuous coring, 0-100 ft ..... \$37.50/ft
  - 6.6.3. Wash rotary through rock, 0-100 ft..... \$21.50/ft

**7. Other Charges**

- 7.1. Per diem expense allowance for exploration crews when quartered away from base ..... \$85.00/man-day
- 7.2. Survey required to establish boring locations and elevations ..... Cost + 15%
- 7.3. Rental of dozers, tractors or other equipment, as required to gain access ..... Cost + 15%
- 7.4. Drilling mud in excess of 2 bags per boring and grouting material for sealing borings..... Cost + 15%
- 7.5. In-situ measuring devices and material, including piezometers, pore pressure transducers, inclinometers, backfill sand and cement, and freight..... Cost + 15%
- 7.6. Replacement of coring bits and casing consumed or lost while rock coring or drilling..... Cost + 15%

**8. Minimum callout charge for rig and crew.....\$750.00**

- Notes:** (1) Rates presented here are typical minimum charges and apply to the use of a 3-man drill crew, including a driller, helper, and geotechnical technician. For work of unusual scope or work performed under unusually difficult conditions, appropriate adjustments of these rates will be negotiated in advance.
- (2) Prices will be furnished on request for items not covered above.
- (3) For general terms and conditions applicable to all services, and for fees related to professional services, see Schedule 40.01.
- (4) Rush assignments requiring unscheduled overtime are subject to a surcharge.

**HOURLY RATES FOR  
ENGINEERING AND TECHNICAL PERSONNEL**

	<b>Hourly Rates</b>
Senior Principal .....	\$125 to \$150
Principals .....	\$110 to \$130
Engineer Managers .....	\$95 to \$115
Project Engineers.....	\$85 to \$105
Staff Engineers .....	\$65 to \$85
Technician Supervisor .....	\$65 to \$75
Senior Technicians .....	\$55 to \$65
CMT or Geotechnical Technicians.....	\$50 to \$60
Engineering Aides and Draftspersons .....	\$35 to \$50

**NOTES:**

- (1) Travel to and from the job site will be based on an hourly rate for the technician or engineer, plus mileage at \$0.50 per mile or a minimum \$10.00 trip charge.
- (2) Overnight expenses will be charged at \$85.00 per night.
- (3) Full-time construction surveillance will be quoted at weekly or monthly rates on a job-by-job basis.
- (4) Tests performed in the laboratory will be in accordance with Schedule 42.07.