



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

Resolution: R-EN-085-2025

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**File Number: RES-25:072**

**Enactment Number: R-EN-085-2025**

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A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS  
TO ENTER INTO AN AGREEMENT WITH GARVER TO PROVIDE PROFESSIONAL  
SERVICES FOR MAIN STREET (HWY 141) PEDESTRIAN IMPROVEMENTS AND  
JOHNSON AVENUE (HWY 91) LIGHTING IMPROVEMENTS

WHEREAS, the City of Jonesboro desires to enter into an agreement to provide professional services for the Main Street (Hwy 141) Pedestrian Improvements and Johnson Avenue (Hwy 91) Lighting Improvements;

WHEREAS, the Selection Committee has determined that Garver is the most qualified firm for the project;

WHEREAS, Garver has agreed to provide professional services for the Main Street (Hwy 141) Pedestrian Improvements and Johnson Avenue (Hwy 91) Lighting Improvements as described in the attached agreement; and,

WHEREAS, the funding for the execution of the agreement shall come from the FY2023 Safe Streets and Roads for All (SS4A) Grant through the United States Department of Transportation and the Capital Improvement budget and compensation shall be paid in accordance with the agreement.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS;

Section 1. That the City of Jonesboro shall enter into an agreement with Garver to provide professional services for the Main Street (Hwy 141) Pedestrian Improvements and Johnson Avenue (Hwy 91) Lighting Improvements.

Section 2. The funding for the execution of the agreement shall come from the FY2023 Safe Streets and Roads for All (SS4A) Grant through the United States Department of Transportation and the Capital Improvement budget and compensation shall be paid in accordance with the agreement.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

PASSED AND APPROVED THIS 1ST DAY OF JULY 2025.



Harold Copenhagen, Mayor

Date 7-2-25

ATTEST:

April Leggett, City Clerk

Date 7-2-25



**Agreement  
For  
Professional Services  
City of Jonesboro  
Project No. T18-2401934**



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**THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement")** is made as of the Effective Date by and between the **City of Jonesboro** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "**Party**" and/or "**Parties**" respectively.

## RECITALS

**WHEREAS**, Owner intends to improve pedestrian accommodations along State Highway 141 and add new street lights on East Johnson (Hwy 91) (the "**Project**").

**WHEREAS**, Garver will provide professional Services related to the Project as further described herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

**"Effective Date"** means the date last set forth in the signature lines below.

**"Damages"** means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

**"Hazardous Materials"** means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

**"Personnel"** means affiliates, directors, officers, partners, members, employees, and agents.

### 2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



### 3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

#### 3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

### 4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

### 5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this



Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

## **6. GENERAL REQUIREMENTS**

### **6.1. Standards of Performance.**

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform



its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

## 6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "Deliverables"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless 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 Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.



### 6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

### 6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater



confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

## 7. INSURANCE

### 7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

## 8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

## 9. INDEMNIFICATION / WAIVERS

### 9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Insofar as allowable by law and subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.



9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to an amount equal to the amount of compensation actually received by Garver from Owner.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

## 10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY



IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

- 10.1.3. The site of the arbitration shall be Jonesboro, Arkansas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.
  - 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
  - 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
  - 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
  - 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
  - 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.
- 10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.



## 11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

## 12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall



be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

### 13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

*[Signatures follow]*



IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Jonesboro

Garver, LLC

By

By:

*signature*

*Signature*

Name: Harold Copenhaver  
*Printed Name*

Name: Nicci Tiner  
*Printed Name*

Title: Mayor

Title: Vice President

Date:

7-2-25

Date:

6-4-25

Attest:

*T. Muller*

Attest:

Todd Muller



## EXHIBIT A (SCOPE OF SERVICES)

### 1. General

Generally, the scope of services includes the environmental clearance, railroad coordination, surveying, design, preparation of property acquisition documents, and bidding services for two projects. The first project is to add approximately 1.1 miles of sidepath and improve pedestrian accommodations along Main Street (Hwy. 141). The second project is to improve the pedestrian street lighting street lighting along approximately 2.3 miles of East Johnson Avenue (Hwy 91).

### 2. Surveys

#### 2.1. Design Surveys

Garver will hire a subconsultant to provide field survey data for designing the Project, and this survey will be tied to the Owner's control network.

The subconsultant will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the Project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements.

##### 2.1.1. *Main Street (Hwy. 141) Pedestrian Improvements*

The survey will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site. The survey will establish control points for use during construction.

##### 2.1.2. *Johnson Ave. (Hwy. 91) Lighting Improvements*

The survey will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site. The survey will establish control points for use during construction.

ARDOT surveying procedures will not be required.

#### 2.2. Property Surveys

##### 2.2.1. *Main Street (Hwy. 141) Pedestrian Improvements*

The survey will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor. The title search will be limited to a maximum of 65 properties.

The surveyor will perform property surveys for a maximum of 30 properties.

ARDOT surveying procedures will not be required.

##### 2.2.2. *Johnson Ave. (Hwy. 91) Lighting Improvements*

Garver will locate existing monumentation representing right of way and/or easements based on record data which will be provided by Owner or ARDOT. Property title search and property surveys along Johnson Avenue are not included in the scope of work.

ARDOT surveying procedures will not be required.



### 3. Geotechnical Services

Geotechnical is not anticipated for the completion of the project and not included in this scope of services. Any information provided by Owner to Garver is assumed as correct.

### 4. Coordination

#### 4.1. Owner Coordination

Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

Garver will also attend virtual coordination meetings with the Owner every four to six weeks or as requested by the Owner. Garver will prepare exhibits for these meetings when appropriate.

#### 4.2. Utility Coordination

Garver will furnish plans to all known utility owners potentially affected by the Project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

#### 4.3. Railroad Coordination

Garver will initiate contact with the appropriate railroad representative(s) and provide a detailed project overview, including location maps, preliminary design plans, and proposed construction schedule.

##### 4.3.1. *Crossing Agreement*

Garver will manage the application process for the modification of existing crossing agreements. Garver will coordinate and attend a crossing diagnostics meeting with the railroad as required.

##### 4.3.2. *Plan Review and Approval:*

Submit detailed construction plans and specifications to railroad for review and approval. Address any comments or revisions requested by the railroad.

##### 4.3.3. *On-Site Meetings and Inspections:*

Garver will organize and attend on-site meetings with railroad representatives to discuss project progress, address any concerns, and facilitate inspections as required.

##### 4.3.4. *Communication and Reporting:*

Garver will maintain regular communication with railroad representatives throughout the project duration. Provide progress reports and promptly address any issues or concerns.

### 5. Environmental Services

#### 5.1. Environmental Data Collection

Garver will develop an environmental study area and collect preliminary environmental data associated with the proposed project area for the below-listed resources. Environmental data will be assessed for social, economic, and environmental impacts associated with one build alternative (i.e., the proposed action). Data collection efforts may include a visual survey of the study area to confirm previously mapped environmental constraints and reviews of publicly available state and federal databases and historic aerial imagery.

1. Air Quality
2. Noise Quality



3. Hazardous Materials
4. Wetlands and Stream Impacts
5. Water Quality, including Public Drinking Supplies
6. Farmland
7. Land Use and Land Cover
8. Migratory Birds
9. Terrestrial and Aquatic Communities
10. Endangered and Threatened Species
11. Economic
12. Community
13. Relocations, including Homes, Businesses, Non-profit Organizations and Tenants of all types
14. Civil Rights and Title VI
15. Recreational Areas
16. Archeological and Historic Sites
17. Visual
18. Section 4(f) and 6(f) Properties
19. Secondary and Reasonably Foreseeable Impacts

To aid data collection efforts, Garver will perform field studies and/or prepare reports as described below. Additionally, Garver will prepare and send out initial agency coordination letters to the Arkansas Division of Environmental Quality (DEQ), Arkansas Department of Health, and the Division of Arkansas State Parks. As the project is located in an urbanized area, coordination with the Natural Resources Conservation Service regarding the Farmland Protection Policy Act is not included in this scope of services. Additionally, Section 4(f) Evaluations, a conceptual stage relocation statement, a detailed visual impact memo, and/or a noise screening analysis are not included in this scope of services. If Section 4(f) parks would be impacted by the project, Garver assumes these impacts will be exempt from Section 4(f) requirements.

Garver will conduct a wetland and stream delineation to determine the limits of potentially jurisdictional waters of the United States within the project limits. The area of project impacts to jurisdictional waters, including wetlands and streams, will be determined to permit the project under Section 404 of the Clean Water Act. Wetlands will be delineated using the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual of 1987 and applicable supplemental guidance published by the USACE for the project location. A report detailing the potentially jurisdictional waters and wetlands delineated within the project area will be prepared and submitted to USACE.

Garver will contact the Arkansas Natural Heritage Commission (ANHC) and U.S. Fish and Wildlife (USFWS) to ensure all state and federally listed threatened and endangered species of concern are identified, as well as their habitat areas, to avoid/minimize impacts. This coordination will assist in providing guidelines from these agencies on existence, habitat, and mitigation. If suitable habitat for any listed threatened or endangered species is encountered, it may be necessary to survey for these species. Presence and absence surveys for any listed threatened or endangered species are not included as a part of this scope. Garver will prepare a Section 7 Consultation package describing anticipated impacts to federally listed threatened and endangered species to be submitted to USFWS. Formal consultation with USFWS is beyond this scope of work and would be considered extra work.

Garver will conduct a Cultural Resources Survey consisting of state records research and an on-site Phase I archeological survey and historic structure survey of the study area. A Phase II Cultural Resources Survey and/or site monitoring/testing are beyond this scope of work. Garver will prepare a Cultural Resources Survey Report and submit to the State Historic Preservation Office (SHPO) requesting Section 106 clearance for the single build alternative. Cultural resources clearance will be required for the final environmental documentation. Garver will prepare initial tribal coordination letters for Federal Highway Administration (FHWA) distribution. Preparation of a Memorandum of Agreement, Programmatic Agreement, Section 4(f) Evaluation, and/or obtaining SHPO approval regarding the



incorporation of a historic bridge for use as a pedestrian crossing of Lost Creek Ditch is beyond this scope of work.

#### 5.2. Public Involvement Meeting

Garver will manage the meeting logistics and coordinate a public involvement meeting after 60% plans have been developed. Logistics include coordinating with the Owner on the meeting date, time, and location. If a cost is tied to renting a meeting location, Garver can coordinate completion of the rental agreement with the Owner, but the Owner will be responsible for any signature and fee. Garver will provide staff to manage and attend the public involvement meeting.

Garver will develop for review and approval all outreach materials and meeting exhibits. Outreach materials are anticipated to include a newspaper display ad, public service announcement, social media posts, letters and emails to identified public officials and stakeholders, news release, and website announcements. Garver will disseminate the newspaper display ad, PSA, letters, and emails. The Owner will disseminate the social media posts, news release, and website announcements. No Spanish Translation services are anticipated as needed.

Garver will develop for review and approval public meeting materials to include sign-in sheets, map and project summary handouts, exhibit boards, roll plots, and comment forms.

Garver will develop a simple public-facing website using the TransportationPlanRoom.com URL to include meeting materials, electronic comment form, and project information. Garver will provide website analytics to document public interaction on the website.

After the public involvement meeting and comment period has ended, Garver will provide a public meeting synopsis outlining the outreach plan, meeting materials, and a summary of public comments submitted.

#### 5.3. NEPA Document

Garver will prepare a Tier III Categorical Exclusion (CE) document that meets the Arkansas Department of Transportation and FHWA standards in accordance with the National Environmental Policy Act (NEPA) for the proposed action (i.e., the Highway 141 pedestrian improvements and the Highway 91/E Johnson Avenue lighting improvements). The CE document will summarize the proposed project improvements, results of the public involvement meeting, and impacts associated with each of the resources listed in Section 5.1. The CE will only analyze one build alternative. An Environmental Assessment document is not anticipated to be required and is beyond this scope of work.

Garver will submit the draft CE in electronic format for review by the Client and FHWA and will perform revisions necessary to respond to comments. Garver anticipates addressing up to two rounds of comments from these entities. Garver will then submit the final document to FHWA for approval. An electronic copy of the approved CE in PDF format will be provided to the Client.

#### 5.4. Permits and Special Provisions

Garver will coordinate and obtain the below described federal and state permits and clearances necessary for environmental clearance to construct the proposed project in compliance with the applicable City, state, and federal regulations. Additionally, Garver will assist with development of contract Special Provisions regarding environmental resources to provide protection for environmentally sensitive areas or features.

A USACE Section 404 Nationwide Permit (NWP) is anticipated to be required. Garver will coordinate with the USACE regarding impacts to potentially jurisdictional waters of the United States and will assist in coordinating the issuance of a Section 404 NWP. A Section 404 Individual Permit and any mitigation planning beyond the requirements identified with a NWP are considered extra work. Garver will:

- A. Assist with USACE coordination for the issuance of the appropriate Section 404 NWP for project impacts within the study area.



- B. Compile a Section 404 NWP package that will include Form 6082 (NWP), impact determinations (acreage and linear feet) shown on aerial exhibits and/or design plan sheets, and functional value assessment or determining required wetland and/or stream mitigation credits.
- C. Locate a USACE-approved mitigation bank and coordinate with the Client to purchase the USACE-approved number of wetland and/or stream mitigation bank credits (if needed).
- D. Coordinate issuance of Section 404 NWP.

As Lost Creek Ditch is mapped by the Arkansas DEQ as a 303(d) stream, Garver will prepare and file for individual water quality certification from DEQ.

Garver will prepare a large site construction Storm Water Pollution Prevention Plan (SWPPP) in accordance with DEQ standards in order to obtain a National Pollutant Discharge Elimination System (NPDES) permit for the proposed lighting work on Highway 91. For the proposed pedestrian work on Highway 141, Garver will prepare a small site construction SWPPP and Notice of Coverage (NOC) in accordance with DEQ standards for the NPDES permit. The large site SWPPP will be submitted to DEQ for review and approval to obtain a construction site NOC for the project. Garver will pay the initial fee for the large site SWPPP (\$200). For both SWPPPs Garver will:

- A. Review, comment on, and refine SWPPP design sheets produced by the engineer to meet DEQ standard requirements for site plans.
- B. Work with designers on selection of best management practices (BMPs) for erosion and sediment control.
- C. Complete written SWPPP report per DEQ template.

Garver will coordinate issuance of up to four (4) Short Term Activity Authorizations (STAAs) in accordance with DEQ standards for stream crossings. Garver will pay the initial fee for the STAAs (\$150 each; \$600 total).

## **6. Design Services**

### **6.1. Main Street (Hwy. 141) Pedestrian Improvements**

Design services for the Main Street (Hwy. 141) Pedestrian Improvements project will provide for approximately 1.1 miles of new sidepath and pedestrian improvements.

#### **6.1.1. *Traffic Analysis***

Garver will evaluate the warrants for a Pedestrian Hybrid Beacon (PHB) using the latest edition of the *Manual on Uniform Traffic Control Devices (MUTCD)*. The evaluation will include a location at or near the intersection of Highway 141 with Bradley Street.

Our subconsultant, The Traffic Group (TTG), will provide 24-hour data in 15-minute increments for the re-evaluation. If the City would like to have additional locations evaluated, TTG can gather the traffic/pedestrian data along with any speed data that is needed. Upon completion of the analysis, a summary report will be provided to the City of Jonesboro.

#### **6.1.2. *Drainage Study***

Garver will conduct a drainage study to determine potential impacts of the project to the regulatory floodplain and floodway of Lost Creek. Lost Creek is mapped as Zone AE with floodway. Garver will perform a FEMA data request to obtain any hydrologic and hydraulic modeling data available. Effective discharges along the creek are reported in the Craighead County Flood Insurance Study (FIS) report. Garver will utilize the reported flow rates along Lost Creek. No additional hydrologic analysis will be performed. If additional flood events flows are needed, they will be interpolated or extrapolated from the flows reported in the FIS.

According to the FIS report, the Effective hydraulic analysis of Lost Creek was performed using HEC-2, which is now an outdated software. Garver will develop a new hydraulic model using 1-dimensional



(1D) HEC-RAS. The model will extend from Lettered Section I to Lettered Section F. The Existing Conditions (Corrected Effective) model geometry will be based on available lidar data and project survey. The Proposed Conditions geometry will reflect the proposed trail. Up to two iterations of the proposed design will be analyzed.

The Effective floodway boundary will be modeled in Existing and Proposed Conditions to determine the potential impacts to the floodway. Only the Effective floodway boundary will be analyzed; no changes to the floodway will be modeled. Garver will produce a hydraulic report detailing the methodology used. The project is anticipated to cause no rise to the 1% annual chance (100-year) floodplain; a no-rise certificate will be provided by Garver.

A map revision is not included in this scope and no coordination with FEMA will be performed. If a no-rise condition cannot be met and a map revision is required, it will be considered additional services.

#### *6.1.3. Structural/Bridge Design*

During the Conceptual Design phase, Garver will evaluate the existing Hwy. 141 bridge over Lost Creek and develop bridge modification alternatives to accommodate the new side path on the structure. Primary options for alternative development will include potential reductions in travel lane width, sidewalk removal, bridge widening, and/or a combination of these concepts. Due to associated construction costs, an alternative that would include a new, separate pedestrian/bicycle bridge will not be considered.

Preliminary and Final Design phases will expand on the selected alternative to include final bridge modification drawings and related analyses. The structural/bridge fee assumes that the selected alternative will not include a widening of the existing bridge, which would require additional modifications of the existing superstructure and substructure. If a bridge widening is determined to be the preferred alternative after the Conceptual Design phase, the additional analyses and modification details associated with the bridge widening shall be considered Extra Work.

Design and analysis of the existing bridge under proposed modifications shall be in accordance with the AASHTO Standard Specifications for Highway Bridges (specifications used for the original bridge design).

#### *6.1.4. Conceptual Design*

The Conceptual Design phase submittal will include design criteria, an opinion of probable construction cost, and concept (30%) project layout. The project layout shall show, as a minimum:

- A. Design Criteria
- B. Typical Sections
- C. Plan and Profile Sheets
- D. Line and Grade Roll Plot

This conceptual 30% submittal will be for the purpose of coordinating the proposed improvements with the Owner and the utility companies and developing an order of magnitude cost estimate for the project. Garver will incorporate comments from the Owner in the Preliminary Design. Garver will proceed with Preliminary Design after the Conceptual Design is approved by the Owner in writing.

#### *6.1.5. Preliminary Design*

Once Garver receives written approval from Owner on Conceptual Design, Garver will begin Preliminary Design. The Preliminary Design phase submittal will include traffic signal modification plans at the intersection of Highway 141 at Highway 191/E Johnson Avenue to ensure MUTCD compliance for pedestrian push buttons and a PHB at or near the intersection of Highway 141 at Bradley Street, pedestrian improvement plans, and an opinion of probable construction cost. The 60% Plans will include:



- A. Cover Sheet
- B. Typical Sections of Improvement
- C. Special Details
- D. Erosion Control Plans
- E. Traffic Signal Plans/PHB
- F. Survey Control Details
- G. Plan and Profile Sheets showing
- H. Roadway grades
- I. Alignment data for roadway
- J. Tentative construction limits
- K. Preliminary size of drainage structures.
- L. Cross Sections

The Preliminary Design (60%) phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents. Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design. Garver will proceed with Final Design after the Preliminary Design is approved by the Owner in writing.

#### **6.1.6. Final Design**

Once Garver receives written approval from Owner on Preliminary Design, Garver will begin Final Design. During the final design phase of the Project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also make final field inspection with Owner, make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

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

#### **6.2. Johnson Ave. (Hwy. 91) Lighting Improvements**

Lighting scope will include full roadway lighting for the extents of the project to IES RP-8 recommendations, ARDOT requirements, and City of Jonesboro requirements, including recommended horizontal and vertical illumination requirements for all intersections, crosswalks, and sidewalks. This scope will include photometric analysis of the areas to be lighted using one of two fixtures approved by the electric utility. It is assumed that light poles will be located on both sides of the road, shifted to avoid conflicts, as needed. Electric power will be designed to be per the utility requirements – either metered or unmetered as determined during design. Utility relocation is not included in design.

##### **6.2.1. Concept Lighting Design**

Conceptual lighting design will include photometric analysis with a summary memo of the analysis with emphasis on vehicle-pedestrian conflict avoidance at all locations – not just crosswalks. Additionally, conceptual lighting design will include lighting layout schematic plans. Conceptual lighting design will include a site visit for an electrical project manager and electrical engineer for no more than 8 hours on site plus travel time and expenses.

This item will also include time for coordination of lighting design surveys as well as an in person review meeting with ARDOT and the City.

##### **6.2.2. Preliminary Lighting Design**

Preliminary design will encompass an estimated 60% design level for the lighting component. Garver will incorporate Owner's concept review comments and produce lighting installation plans, electrical power plans, and related details with appropriate constructability notes.



It is at this stage that clearance coordination with existing overhead utility power lines will be conducted. Additional lighting layout adjustments will be made as required to provide adequate clearance as required by the utility.

Utility coordination, power distribution calculations, and voltage drop calculations will be performed at this stage.

This item will include an in-person review meeting with ARDOT and the City.

### **6.2.3. Final Lighting Design**

Final design will provide a complete signed and sealed construction set ready for bid of the lighting component. Garver will incorporate Owner's preliminary review comments and produce lighting installation plans and details with appropriate constructability notes. If supplemental specifications are required, they will be included at this milestone.

## **7. Property Acquisition Documents**

Garver will provide mapping as required for preparing Right of Way/Easement acquisition documents for the Owner's use in acquiring the property. Documentation will include a key map showing all affected properties and an individual tract map with description of temporary and permanent acquisition for each property. The Owner will provide a standard easement acquisition document or "go-by" example for use by Garver. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than 30 properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

## **8. Bidding Services**

### **8.1. Main Street (Hwy. 141) Pedestrian Improvements**

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for the Main Street (Hwy. 141) Pedestrian Improvements project. Where applicable, Garver will maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.

Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FHWA.

### **8.2. Johnson Ave. (Hwy. 91) Lighting Improvements**

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for the Johnson Ave. (Hwy. 91) Lighting Improvements project. Where applicable, Garver will maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.

Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.



Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FHWA.

#### **9. Construction Phase Services**

Construction phase services are not included in the basis of estimate. The scope and fee for construction phase services may be inserted by amendment to this agreement at a later date.

#### **10. Project Deliverables**

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

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

#### **11. Extra Work**

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

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Geotechnical investigation
- C. Title research and property surveys beyond those listed herein.
- D. Title research and property surveys along Johnson Ave.
- E. Submittals or deliverables in addition to those listed herein.
- F. Design of any utilities relocations.
- G. Retaining walls or other significant structural design.
- H. Street lighting or other electrical design beyond that required for the Johnson Street Avenue Improvements.
- I. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- J. Construction Phase Services
- K. Location and/or Design Public Hearing.
- L. Preparation of an Environmental Assessment and FONSI NEPA document.
- M. An Individual Section 4(f) Evaluation, Programmatic Section 4(f) Evaluation, and/or a Section 4(f) *de minimis* Evaluation.
- N. Formal consultation with USFWS.
- O. Preparation of a Biological Assessments per Section 7 of the Endangered Species Act.
- P. An Individual Section 404 Permit.
- Q. Field verification with USACE of aquatic features.
- R. Phase II Cultural Resources Survey or site monitoring/testing.
- S. FEMA coordination, including a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR).
- T. Preliminary and Final Design phase services associated with a selected alternative that includes a widening of the existing bridge
- U. Design of a new, separate pedestrian/bicycle bridge

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



## **12. Owner Responsibilities**

In addition to those obligations set forth in the Agreement, Owner shall:

- A. Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- B. Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- C. Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.
- D. Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- E. Furnish Garver a current boundary survey with easements of record plotted for the project property.
- F. Pay all plan review and advertising costs in connection with the project.
- G. Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- H. Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.



**EXHIBIT B  
(COMPENSATION SCHEDULE)**

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
<b>General Services</b>		
Project Management	\$16,000	Rate Schedule
Environmental Services	\$80,500	Rate Schedule
<b>Subtotal General Services</b>	<b>\$96,500</b>	
<b>Main Street Pedestrian Improvements</b>		
Topographic Surveys (Ridge Surveying)	\$24,700	Expense
Property Surveys (Ridge Surveying)	\$30,000	Expense
Traffic Analysis/Design	\$29,500	Rate Schedule
H&H Analysis	\$24,000	Rate Schedule
Bridge Analysis/Design	\$41,000	Rate Schedule
Conceptual and 30% Plans	\$16,000	Rate Schedule
Preliminary (60%) Plans	\$58,000	Rate Schedule
Final Plans	\$42,500	Rate Schedule
Property Acquisition Documents	\$45,000	Rate Schedule
Bidding Services	\$6,000	Rate Schedule
<b>Subtotal Main St. Pedestrian Improvements</b>	<b>\$316,700</b>	
<b>Johnson Ave. Lighting Improvements</b>		
Topographic Surveys (Ridge Surveying)	\$44,400	Expense
Conceptual Design	\$44,500	Rate Schedule
Preliminary Design	\$46,000	Rate Schedule
Final Design	\$22,000	Rate Schedule
Bidding Services	\$14,300	Rate Schedule
<b>Subtotal Johnson Ave. Lighting Improvements</b>	<b>\$171,200</b>	
<b>TOTAL FEE</b>	<b>\$584,400</b>	

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be \$584,400. The actual total fee may exceed this estimate. For informational purposes, a breakdown of Garver's estimated cost is included in this Exhibit B with approximate current hourly rates for each employee classification. The agreed upon rates will be increased annually with the first increase effective on or about June 1, 2026. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

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

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
5. \$25 per hour for GPS survey equipment use.



[AGREED UPON RATES]

<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>	
E-1	\$140.00
E-2	\$160.00
E-3	\$185.00
E-4	\$210.00
E-5	\$275.00
E-6	\$339.00
E-7	\$470.00
<b>Planners</b>	
P-1	\$175.00
P-2	\$219.00
P-3	\$272.00
P-4	\$304.00
P-5	\$343.00
<b>Designers</b>	
D-1	\$132.00
D-2	\$150.00
D-3	\$179.00
D-4	\$214.00
D-5	\$264.00
<b>Technicians</b>	
T-1	\$106.00
T-2	\$128.00
T-3	\$156.00
T-4	\$187.00
<b>Surveyors</b>	
S-1	\$65.00
S-2	\$86.00
S-3	\$116.00
S-4	\$154.00
S-5	\$95.00
S-6	\$243.00
S-7	\$288.00
S-8	\$363.00
2-Man Crew (Survey)	\$234.00
3-Man Crew (Survey)	\$314.00
2-Man Crew (GPS Survey)	\$310.00
3-Man Crew (GPS Survey)	\$385.00

<b>Classification</b>	<b>Rates</b>
<b>Resource Specialists</b>	
RS-1	\$116.00
RS-2	\$154.00
RS-3	\$217.00
RS-4	\$298.00
RS-5	\$373.00
RS-6	\$458.00
RS-7	\$512.00
<b>Environmental Specialists</b>	
ES-1	\$116.00
ES-2	\$146.00
ES-3	\$187.00
ES-4	\$220.00
ES-5	\$277.00
ES-6	\$355.00
ES-7	\$443.00
ES-8	\$501.00
<b>Project Controls</b>	
PC-1	\$118.00
PC-2	\$157.00
PC-3	\$200.00
PC-4	\$255.00
PC-5	\$312.00
PC-6	\$403.00
PC-7	\$506.00
<b>Management / Administration</b>	
AM-1	\$84.00
AM-2	\$107.00
AM-3	\$149.00
AM-4	\$191.00
AM-5	\$234.00
AM-6	\$303.00
AM-7	\$389.00
M-1	\$568.00
<b>Construction Observation</b>	
C-1	\$126.00
C-2	\$157.00
C-3	\$191.00
C-4	\$247.00
C-5	\$297.00



**EXHIBIT C  
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

<b>Worker's Compensation</b>	<b>Statutory Limit</b>
<b>Automobile Liability</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
<b>General Liability</b>	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
<b>Professional Liability</b>	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
<b>Excess of Umbrella Liability</b>	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000