



**Agreement  
For  
Professional Services  
City of Texarkana, AR  
Project No. 21T20340**



## Contents

|                                   |    |
|-----------------------------------|----|
| RECITALS .....                    | 2  |
| 1. DEFINITIONS GARVER.....        | 2  |
| 2. SCOPE OF SERVICES.....         | 2  |
| 3. PAYMENT .....                  | 2  |
| 4. AMENDMENTS .....               | 3  |
| 5. OWNER'S RESPONSIBILITIES.....  | 3  |
| 6. GENERAL REQUIREMENTS .....     | 4  |
| 7. INSURANCE .....                | 7  |
| 8. DOCUMENTS .....                | 7  |
| 9. INDEMNIFICATION / WAIVERS..... | 7  |
| 10. TERMINATION.....              | 9  |
| 11. MISCELLANEOUS .....           | 10 |
| 12. EXHIBITS .....                | 10 |



**THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”)** is made as of the Effective Date by and between the **City of Texarkana, Arkansas** (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 update the Texarkana, Arkansas Comprehensive Plan (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 GARVER

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. The Parties agree Services are to be provided for a not to exceed amount of \$115,000.00; provided however, Garver does not guarantee the Services can be completed for such not to exceed amount. In the event Garver reasonably believes it cannot complete the Services for the not to exceed amount, Garver shall notify the Owner, which shall either direct Garver to



continue with the Services and increase the not to exceed amount as reasonably necessary or direct Garver to cease performance of the services prior to reaching the not to exceed limit.

3.1.1 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.

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. Consequently, 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 provided for this Project. Should the actual amount of the low construction bid or resulting construction contract, if any, 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. 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.

6.6. Confidentiality. Subject to applicable law, 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 make-up 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. 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. To the fullest extent permitted by applicable law, and 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. The Parties agree that nothing contained within this Agreement is intended to, nor shall be deemed to be, a waiver or limitation of any immunity otherwise available to the Owner pursuant to applicable law.

9.3. 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 suit.

10.1.2. Litigation of any Dispute shall be brought exclusively in a federal or state court having jurisdiction over Miller County, Arkansas ("Venue"). Each Party irrevocably waives, to the fullest extent permitted by applicable laws, any claim or any objection it may now or hereafter have, that venue or personal jurisdiction is not proper with respect to any such



legal action, suit, or proceeding brought in such Venue, including any claim that such legal action, suit, or proceeding brought in such Venue has been brought in an inconvenient forum. Each Party further consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party at its address specified herein for the giving of notices, or by such other notice given in accordance with the rules and procedures of such courts. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY.

10.1.3. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome or to consolidate litigation with another matter regarding the same nucleus of facts.

10.1.4. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including litigation fees and costs.

10.1.5. 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.

## 10. TERMINATION

10.1. 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, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

10.2. 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.

10.3. 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.

## 11. MISCELLANEOUS

- 11.1. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.
- 11.2. 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.
- 11.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.

## 12. EXHIBITS

- 12.1. 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

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.

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

**City of Texarkana, AR**

**Garver, LLC**

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

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

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

Name: Ronald S. Petrie  
*Printed Name*

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

Title: Vice President

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

Date: 12/17/2021

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

Attest:   
Juliet Richey  
\_\_\_\_\_  
Digitally signed by Juliet Richey  
DN: cn=Juliet Richey, email=Juliet.Richey@garver.com,  
c=United States, ou=Garver, ou=Juliet Richey  
Reason: I have signed this document  
Date: 2021.12.17 14:53:40-0500



**EXHIBIT A  
SCOPE OF SERVICES**

**City of Texarkana, Arkansas Comprehensive Plan**

**1.1** Garver shall provide the following Services to facilitate a process to create an updated Comprehensive Plan for the City of Texarkana, Arkansas. This plan update will be facilitated through seven steps:

- 1) Project Kick-Off
- 2) Existing Conditions Analysis
- 3) Community Engagement
- 4) Visioning and Goals
- 5) Plan Development
- 6) Public Input and Plan Finalization
- 7) Zoning Code Review and Recommendations

**Step 1: Project Kickoff**

**1.1 Planning/Public Works Kickoff Meeting**

An initial kickoff meeting will be held with key staff from the planning and public works departments. This meeting will allow the Garver Team to review and discuss project issues and goals with staff at the onset of the project. Regular and open communication will occur throughout the planning process to help guide the plan development.

**1.2 Steering Committee Kickoff Meeting**

One of the most important first steps will be to form a project steering committee. This committee will help guide the plan the appropriate representatives for the committee, which should include community leaders and representatives from the planning commission. Following formation of the committee, an orientation kickoff meeting will be held. This meeting will serve to communicate to the steering committee their project role, discuss the planning project, and gather information from the committee on the issues facing the city.

**1.3 Planning Commission and City Council Workshop**

The Team will facilitate a joint meeting between the planning commission and city council. As the city's policy makers, it is important to engage these groups early to identify important issues and concerns. This meeting will serve to direct the trajectory of the plan and inform officials of the process.

**Step 2: Existing Conditions Analysis**

**2.1 Existing Plans and Reports**

Existing plans and reports for the city (provided to Garver by City Staff) will be reviewed to understand previous planning efforts, outcomes from those planning efforts, inconsistencies between plans, and to help understand community changes since previous planning efforts.

**2.2 Demographic Assessment and Population Change**

U.S. census and third-party data will be used to conduct an assessment of the socioeconomic/demographic trends within the city. The data will focus on housing, age, income, employment, race, and population growth scenarios. This data will be used to inform the Team's analysis of the state of the city.

**2.3 Existing Land Use and Community Character Survey**

An inventory of existing land use and character will be undertaken utilizing aerial imagery, some in-person site visits, and discussions with city staff. The information will be conducted and digitized into GIS to determine the generalized land uses on the ground within the city. This data will be extremely



valuable in guiding the future land use plan but will also be important in helping determine areas of incompatible uses, areas appropriate for potential infill development, and nonconforming zoning. The survey will also break the city into distinct neighborhoods and districts based on common unifying character. Descriptions of these neighborhoods areas will be included in the character survey document.

#### 2.4 Utilities and Infrastructure

The Team will use Garver's relationship with TWU to obtain GIS data and conduct a high-level analysis of the city's infrastructure as it relates to supporting development and additionally identify areas with strong redevelopment/growth potential (in conjunction with other relevant data).

#### 2.5 Transportation System

A high-level analysis of the city's existing vehicular-bike-pedestrian transportation systems will be conducted to identify problems and opportunities. This will cover streets as well as bike and pedestrian facilities and help form recommendations for linkages, corridors, and access control for transportation and recreational facilities.

### Step 3: Community Engagement

#### 3.1 Key Person Interviews

Key person interviews will allow us to obtain first-hand insight into the community from an array of perspectives concerning issues and the city's potential future. The Garver Team will work with the steering committee to identify a range of individuals (7-9) that possess unique perspectives and important insights. The Team will meet with these individuals for discussion.

#### 3.2 Stakeholder Groups

The Garver Team will hold (5-7) meetings to gain input from various stakeholder groups representing a diversity of interests and demographics (up to 12 people per group) within the community. The steering committee will identify these groups.

These groups could include:

- Residents
- Recreation advocates
- Development and real estate professionals
- School students
- Elected officials and city staff
- Community service organizations

#### 3.3 Digital Communications Plan: Public Input Survey and Project Website

The Garver planning team will work with city staff to develop a digital communication plan for the project that will include the Garver planning team formulating an online survey to distribute to the citizens allowing for community input prior to any significant formulation of plan recommendations and inform the public about the purpose of the comprehensive plan update.

The digital communication plan will also include the development of content for the city to utilize in postings of events and other information to the city's Facebook page or other social media or outreach page.

Garver will develop a project website which will contain information about the project, upcoming meetings, and provide space for the community to ask questions and make recommendations. It will serve as a central knowledge base for the project, be updated at multiple stages of the process and Final Deliverables will be posted once complete. **Deliverable: public survey and project website.**



### 3.4 Existing Conditions and Outreach Report

A report will be developed to summarize the findings from the data and input gathered from the existing conditions analysis and community engagement. This report will be reviewed and presented to city staff and the steering committee to help make sure the Team has gathered an accurate picture of the community and has a strong understanding of the issues that need to be addressed by the plan.

**Deliverable: PDF of Existing Conditions and Outreach Report (Text, Graphics, and Maps).**

## Step 4: Visioning and Goals

### 4.1 Visioning Meeting

The visioning meeting will engage the Garver Team, city staff, steering committee, planning commission, and elected officials as well as interested community members. The session will review results of the existing conditions and outreach report and host a facilitated discussion regarding the primary challenges, opportunities, and general visions of the city's future.

### 4.2 Vision and Goal Development

Based on the outcomes of the visioning meeting, the Garver Team will develop a vision and set of goals to provide direction and focus for the plan recommendations. The vision and goals will focus on areas and issues identified through the existing conditions analysis, community outreach, and the visioning meeting.

### 4.3 Vision and Goal Presentation

Following development of the vision and goals, the Garver Team will present the formalized vision and goals to the steering committee for review and comment. At this point, the Team will either revise the vision and goals based on the provided comments or move forward with plan development based on direction given by the steering committee. **Deliverable: PDF of Vision and Goals Document and Presentation PowerPoint Document.**

## Step 5: Plan Development

### 5.1 Land Use Plan

A land use plan with a GIS map and policies for the planning area will be prepared indicating land uses, intensity, form, and character for each land use district. These districts will be directly tied to zoning to make plan implementation easier.

Text and attractive graphics will be used to communicate the principles and concepts of the land use plan. **Deliverable: PDF of Draft Land Use Plan**

### 5.2 Infill and Redevelopment Areas

Key areas for infill and/or redevelopment will be identified in a map along with text describing suitability of these areas for either infill or redevelopment. **Deliverable: PDF of Draft of Plan for Infill and Redevelopment Areas**

### 5.3 Mobility Plan

This portion of the plan will constitute what is normally considered the master street plan. It will consider all modes of transportation and provide a comprehensive set of recommendations for new or improved linkages and corridors for vehicle, bike, and pedestrian facilities. Graphics, maps, and text will be used to communicate the provisions of this section. **Deliverable: PDF of Draft Mobility Plan**

### 5.4 Implementation Plan

This element will include developing a detailed implementation plan. This will include recommended policies, regulatory strategies, identification of needed municipal capital improvement projects, and identification of private-sector implementation partners. An implementation matrix will be included for each recommendation in the plan, including a responsible party and general time frame for completion. **Deliverable: PDF of Draft Implementation Plan**



### 5.5 Performance Measures

A set of performance measures will be created based on the plan's vision and goals to serve as a progress indicator for the plan. These measures will be used to establish trends showing how well the plan is being implemented over time. The measures will be established so they can be tracked and updated by city staff. **Deliverable: PDF of Draft Performance Measures**

## Step 6: Public Input and Plan Finalization

### 6.1 Plan Review

The draft plan will be reviewed in separate meetings with city staff and the steering committee. Appropriate revisions will be made based on the feedback provided. These revisions will be made prior to the official presentation of the plan. Draft copies will also be distributed to the planning commission and city council for comment and review. **Deliverable: PDF of Plan Document (Text, Graphics, and Maps including a compilation of all draft items in Step 5).**

### 6.2 Public Input Meeting and Public Survey

A drop-in open house and public input meeting will be held to solicit feedback from the community at large. This may be paired with a virtual public input meeting at another date/time to assure that as many citizens as possible can be reached.

A second public survey will be created by Garver to solicit feedback on plan elements from the public during this time period. The survey will also serve to direct citizens to the project website and inform them of public additional public input meeting opportunities.

Appropriate revisions will be made based on the feedback provided. Any recommended revisions will be vetted by the steering committee prior to inclusion in the plan. **Deliverable: public survey and project website update.**

### 6.3 Plan Presentation

The Final Plan will be presented to the Steering Committee for finalization and recommendation to the Planning Commission.

## Step 7: Zoning Code Review and Recommendations

### 7.1 Zoning Code Review

A high-level review of the city's zoning code will be undertaken in light of the plan's proposed recommendations. The review will focus on identifying problems within the code, internal inconsistencies within the code, code provisions that are inconsistent with plan policies and recommendation, code provisions that may present legal issues based upon a planner's perspective, and plan policies and recommendations that are not currently addressed by the code.

### 7.2 Code Change Recommendations

A set of recommended changes to zoning code will be provided with particular attention given to new zoning districts intended to implement the comprehensive plan. These recommendations will be detailed but will not provide specific language to be included in a revised zoning code. This is because the proposed changes could include significant restructuring and rewrite of the zoning code such that it could not be feasibly undertaken with this project. However, the recommendations will provide a clear roadmap for what a code rewrite should include. **Deliverable: PDF of Zoning Code Change Recommendations Document.**





**Final Deliverables**

- 10 copies of the final plan documents will be submitted to the city.
- A PDF of all maps and the final plan document, reports, and presentations will be submitted to the city.
- Geodatabase of plan mapping data will be in the State Plane Coordinate System – NAD83 – Arkansas North Zone - Feet.
- The city will be responsible for logistics and promotion of all in-person meetings. Virtual meeting materials will be provided by Garver for the city to promote on social media and the city’s website.

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

- 1.2.1 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.
- 1.2.2 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.
- 1.2.3 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.
- 1.2.4 Pay all plan review and advertising costs in connection with the project.
- 1.2.5 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- 1.2.6 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 Parties agree all Services provided under this Agreement shall be billed at the rates below.

| WORK DESCRIPTION                       | FEE AMOUNT          | FEE TYPE      |
|--|---------------------|---------------|
| <i>Project Kick-Off</i>                | \$8,655.00          | RATE SCHEDULE |
| Existing Conditions Analysis           | \$17,207.50         | RATE SCHEDULE |
| Community Engagement                   | \$20,738.00         | RATE SCHEDULE |
| Visioning and Goals                    | \$7,250.00          | RATE SCHEDULE |
| Plan Development                       | \$27,704.00         | RATE SCHEDULE |
| Public Input and Plan Finalization     | \$18,790.50         | RATE SCHEDULE |
| Zoning Code Review and Recommendations | \$14,655.00         | RATE SCHEDULE |
| <b>TOTAL FEE</b>                       | <b>\$115,000.00</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 shall not exceed the amount of \$115,000.00 unless otherwise authorized by the Owner in accordance with Section 3 of this agreement. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2022. 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 printing and production of reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage.

As directed by the Owner, some billable Services may have been performed by Garver prior to execution of this Agreement. Payment for these Services will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, 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 agreed upon rates will be increased annually with the first increase effective on or about July 1, 2022.

Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.



**Exhibit B**  
**City of Texarkana, Arkansas**  
**Comprehensive Plan Update**  
**Garver Hourly Rate Schedule: July 2021 - June 2022**

| Classification                             | Rates     |
|--|-----------|
| <b>Engineers / Architects</b>              |           |
| E-1.....                                   | \$ 114.00 |
| E-2.....                                   | \$ 132.00 |
| E-3.....                                   | \$ 160.00 |
| E-4.....                                   | \$ 187.00 |
| E-5.....                                   | \$ 228.00 |
| E-6.....                                   | \$ 280.00 |
| E-7.....                                   | \$ 373.00 |
| <b>Planners / Environmental Specialist</b> |           |
| P-1.....                                   | \$ 120.00 |
| P-2.....                                   | \$ 140.00 |
| P-3.....                                   | \$ 209.00 |
| P-4.....                                   | \$ 239.00 |
| P-5.....                                   | \$ 273.00 |
| P-6.....                                   | \$ 316.00 |
| P-7.....                                   | \$ 390.00 |
| <b>Designers</b>                           |           |
|  | \$ -      |
| D-1.....                                   | \$ 106.00 |
| D-2.....                                   | \$ 124.00 |
| D-3.....                                   | \$ 148.00 |
| D-4.....                                   | \$ 172.00 |
| <b>Technicians</b>                         |           |
| T-1.....                                   | \$ 83.00  |
| T-2.....                                   | \$ 105.00 |
| T-3.....                                   | \$ 128.00 |
| <b>Surveyors</b>                           |           |
| S-1.....                                   | \$ 51.00  |
| S-2.....                                   | \$ 68.00  |
| S-3.....                                   | \$ 91.00  |
| S-4.....                                   | \$ 130.00 |
| S-5.....                                   | \$ 172.00 |
| S-6.....                                   | \$ 196.00 |
| 2-Man Crew (Survey).....                   | \$ 208.00 |
| 3-Man Crew (Survey).....                   | \$ 259.00 |
| 2-Man Crew (GPS Survey).....               | \$ 228.00 |
| 3-Man Crew (GPS Survey).....               | \$ 279.00 |
| <b>Construction Observation</b>            |           |
| C-1.....                                   | \$ 100.00 |
| C-2.....                                   | \$ 129.00 |
| C-3.....                                   | \$ 158.00 |
| C-4.....                                   | \$ 194.00 |
| C-5.....                                   | \$ 232.00 |
| <b>Management/Administration</b>           |           |
| M-1.....                                   | \$ 381.00 |
| X-1.....                                   | \$ 65.00  |
| X-2.....                                   | \$ 89.00  |
| X-3.....                                   | \$ 123.00 |
| X-4.....                                   | \$ 157.00 |
| X-5.....                                   | \$ 193.00 |
| X-6.....                                   | \$ 238.00 |
| X-7.....                                   | \$ 287.00 |
| X-8.....                                   | \$ 359.00 |
| X-9.....                                   | \$ 433.00 |

**Exhibit B**

**City of Texarkana, Arkansas  
Comprehensive Plan Update**

**Project Kick-off**

| WORK TASK DESCRIPTION   | P-1      | P-2        | E-1      | E-3        |
|---|----------|------------|----------|------------|
|   | \$120.00 | \$140.00   | \$114.00 | \$160.00   |
|   | hr       | hr         | hr       | hr         |
| <b>1. Project Management</b>                                    |          |            |          |            |
| Administration and Coordination                                 |          | 0.5        |          |            |
| Quality Control Review  |          | 0.5        |          |            |
| Submittals to Client  |          | 0.5        |          |            |
| <b>Subtotal - Project Management</b>                            | <b>0</b> | <b>1.5</b> | <b>0</b> | <b>0</b>   |
| <b>2. Planning- Public Works Kickoff Meeting</b>                |          |            |          |            |
| Virtual kick off meeting prep                                   | 3        | 1          |          | 0.5        |
| Virtual kick off meeting  | 2        | 2          |          | 2          |
| Steering Comm selection and discussion                          |          | 2          |          |            |
| <b>Subtotal - Planning- Public Works Kickoff Meeting</b>        | <b>5</b> | <b>5</b>   | <b>0</b> | <b>2.5</b> |
| <b>3. Steering Committee Kick Off Meeting</b>                   |          |            |          |            |
| Steering Committee Meeting Prep                                 | 4        | 2          |          | 1          |
| Steering Committee Meeting- in person                           |          | 4          |          | 4          |
| Steering Committee Meeting Travel Time                          |          | 10         |          | 6          |
| <b>Subtotal - Steering Committee Kick Off Meeting</b>           | <b>4</b> | <b>16</b>  | <b>0</b> | <b>11</b>  |
| <b>4. Planning Commission and City Council Workshop</b>         |          |            |          |            |
| Meeting prep  | 4        | 2          |          | 0.5        |
| Meeting- Virtual  | 2        | 2          |          | 2          |
| <b>Subtotal - Planning Commission and City Council Workshop</b> | <b>6</b> | <b>4</b>   | <b>0</b> | <b>2.5</b> |

|                     |                   |                   |               |                   |
|---------------------|-------------------|-------------------|---------------|-------------------|
| <b>Hours</b>        | <b>15</b>         | <b>26.5</b>       | <b>0</b>      | <b>16</b>         |
| <b>Salary Costs</b> | <b>\$1,800.00</b> | <b>\$3,710.00</b> | <b>\$0.00</b> | <b>\$2,560.00</b> |

**SUBTOTAL - SALARIES: \$8,070.00**

**DIRECT NON-LABOR EXPENSES**

|   |          |
|---|----------|
| Document Printing/Reproduction/Assembly |          |
| Travel Costs                            | \$585.00 |

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$585.00**

**SUBTOTAL: \$8,655.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$8,655.00**

**Exhibit B**

**City of Texarkana, Arkansas  
Comprehensive Plan Update**

**Existing Conditions Analysis**

| WORK TASK DESCRIPTION  | P-1        | P-2        | E-1      | E-3      | E-5      | T-2      |
|--|------------|------------|----------|----------|----------|----------|
|  | \$120.00   | \$140.00   | \$114.00 | \$160.00 | \$228.00 | \$105.00 |
|  | hr         | hr         | hr       | hr       | hr       | hr       |
| <b>1. Project Management</b>   |            |            |          |          |          |          |
| Administration and Coordination  |            | 1          |          |          |          |          |
| Quality Control Review   |            | 2          |          |          |          |          |
| Submittals to Client   |            | 0.5        |          |          |          |          |
| <b>Subtotal - Project Management</b>   | <b>0</b>   | <b>3.5</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |
| <b>2. Existing Plans and Reports</b>   |            |            |          |          |          |          |
| Obtain and review existing plans   | 5          | 1          |          |          |          |          |
| <b>Subtotal - Existing Plans and Reports</b>                                     | <b>5</b>   | <b>1</b>   | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |
| <b>3. Demographic Assessment and Population Change</b>                           |            |            |          |          |          |          |
| Obtain building permit and other info from city-meet w City to discuss           | 3          | 1          |          |          |          |          |
| Census data editing and search   | 6          | 1          |          |          |          |          |
| Population projection  | 8          | 1          |          |          |          |          |
| Specialized demographics related to specific city conditions                     | 6          | 2          |          |          |          |          |
| <b>Subtotal - Demographic Assessment and Population Change</b>                   | <b>23</b>  | <b>5</b>   | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |
| <b>4. Existing Land Use and Community Character Survey</b>                       |            |            |          |          |          |          |
| In-person research and in-person visit (includes travel time)                    |            | 25         |          |          |          |          |
| Meetings and discussions with staff  | 7          | 3          |          |          |          |          |
| Aerial analysis  | 7          | 3          |          |          |          |          |
| GIS Mapping  | 10         | 2          |          |          |          |          |
| <b>Subtotal - Existing Land Use and Community Character Survey</b>               | <b>24</b>  | <b>33</b>  | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |
| <b>7. Utilities and Infrastructure</b>   |            |            |          |          |          |          |
| Virtual meeting with City Staff  | 2          | 2          |          |          |          |          |
| GIS Mapping  | 7          | 1          |          |          |          |          |
| Virtual meetings with TWU and other local providers                              | 4          | 2          |          | 2        |          |          |
| <b>Subtotal - Utilities and Infrastructure</b>                                   | <b>13</b>  | <b>5</b>   | <b>0</b> | <b>2</b> | <b>0</b> | <b>0</b> |
| <b>8. Transportation System</b>  |            |            |          |          |          |          |
| Obtain GIS data from Texarkana, AR, Texarkana, TX, TWU and MPO and begin mapping | 5          |            |          |          |          |          |
| Discussions with City  | 1.5        | 3          |          | 3        |          |          |
| <b>Subtotal - Transportation System</b>  | <b>6.5</b> | <b>3</b>   | <b>0</b> | <b>3</b> | <b>0</b> | <b>0</b> |

|                     |                   |                   |               |                 |               |               |
|---------------------|-------------------|-------------------|---------------|-----------------|---------------|---------------|
| <b>Hours</b>        | <b>71.5</b>       | <b>50.5</b>       | <b>0</b>      | <b>5</b>        | <b>0</b>      | <b>0</b>      |
| <b>Salary Costs</b> | <b>\$8,580.00</b> | <b>\$7,070.00</b> | <b>\$0.00</b> | <b>\$800.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |

**SUBTOTAL - SALARIES: \$16,450.00**

**DIRECT NON-LABOR EXPENSES**

|   |          |
|---|----------|
| Document Printing/Reproduction/Assembly |          |
| Travel Costs                            | \$757.50 |

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$757.50**

**SUBTOTAL: \$17,207.50**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$17,207.50**

**Exhibit B**

**City of Texarkana, Arkansas  
Comprehensive Plan Update**

**Community Engagement**

| WORK TASK DESCRIPTION   | P-1       | P-2       | E-3      | X-2      | X-3      | X-2      |
|---|-----------|-----------|----------|----------|----------|----------|
|   | \$120.00  | \$140.00  | \$160.00 | \$89.00  | \$123.00 | \$89.00  |
|   | hr        | hr        | hr       | hr       | hr       | hr       |
| <b>1. Project Management</b>  |           |           |          |          |          |          |
| Administration and Coordination                                       |           | 1         |          |          |          |          |
| Quality Control Review  |           | 2         |          |          |          |          |
| Submittals to Client  |           | 1         |          |          |          |          |
| <b>Subtotal - Project Management</b>                                  | <b>0</b>  | <b>4</b>  | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |
| <b>2. Key Person Interviews</b>                                       |           |           |          |          |          |          |
| Work with staff and steering comm to identify appropriate key persons | 3         | 3         |          |          |          |          |
| Keyperson meetings- virtual   | 8         | 8         | 1        |          |          |          |
| <b>Subtotal - Key Person Interviews</b>                               | <b>11</b> | <b>11</b> | <b>1</b> | <b>0</b> | <b>0</b> | <b>0</b> |
| <b>3. Stakeholder Groups</b>  |           |           |          |          |          |          |
| Work with staff and steering committee to generate groups             | 2         | 2         |          |          |          |          |
| Travel to Texarkana   | 10        | 10        |          |          |          |          |
| Meetings with Stakeholders  | 20        | 20        |          |          |          |          |
| <b>Subtotal - Stakeholder Groups</b>                                  | <b>32</b> | <b>32</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |
| <b>4. Digital Communication plan</b>                                  |           |           |          |          |          |          |
| Discuss survey questions with staff                                   | 3         | 3         |          |          |          |          |
| Draft survey  | 7         | 4         |          |          |          |          |
| Survey dissemination plan   | 1         | 1         |          |          |          |          |
| Discuss website with staff  | 1         | 1         |          |          |          |          |
| Create website  | 5         | 2         |          | 4        | 3        | 2        |
| <b>Subtotal - Digital Communication plan</b>                          | <b>17</b> | <b>11</b> | <b>0</b> | <b>4</b> | <b>3</b> | <b>2</b> |
| <b>5. Existing Conditions and Outreach Report</b>                     |           |           |          |          |          |          |
| Final GIS mapping   | 6         | 1         |          |          |          |          |
| Report editing and production   | 6         | 6         |          |          |          |          |
| Virtual presentation to steering comm                                 | 3         | 4         |          |          |          |          |
| <b>Subtotal - Existing Conditions and Outreach Report</b>             | <b>15</b> | <b>11</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |

|                     |                   |                   |                 |                 |                 |                 |
|---------------------|-------------------|-------------------|-----------------|-----------------|-----------------|-----------------|
| <b>Hours</b>        | <b>75</b>         | <b>69</b>         | <b>1</b>        | <b>4</b>        | <b>3</b>        | <b>2</b>        |
| <b>Salary Costs</b> | <b>\$9,000.00</b> | <b>\$9,660.00</b> | <b>\$160.00</b> | <b>\$356.00</b> | <b>\$369.00</b> | <b>\$178.00</b> |

**SUBTOTAL - SALARIES: \$19,723.00**

**DIRECT NON-LABOR EXPENSES**

|   |          |
|---|----------|
| Document Printing/Reproduction/Assembly | \$215.00 |
| Travel Costs                            | \$800.00 |

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,015.00**

**SUBTOTAL: \$20,738.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$20,738.00**

## Exhibit B

### City of Texarkana, Arkansas Comprehensive Plan Update

#### Visioning and Goals

| WORK TASK DESCRIPTION                          | P-1        | P-2        |
|--|------------|------------|
|  | \$120.00   | \$140.00   |
|  | hr         | hr         |
| <b>1. Project Management</b>                   |            |            |
| Administration and Coordination                | 1          | 1          |
| Quality Control Review                         |            | 0.5        |
| Submittals to Client                           |            | 0.5        |
| <b>Subtotal - Project Management</b>           | <b>1</b>   | <b>2</b>   |
| <b>2. Visioning Meeting</b>                    |            |            |
| Travel for meeting                             | 10         | 10         |
| Meeting prep                                   | 5          | 2          |
| Hold in-person meeting                         | 4          | 4          |
| <b>Subtotal - Visioning Meeting</b>            | <b>19</b>  | <b>16</b>  |
| <b>3. Vision and Goal Development</b>          |            |            |
| Vision and goal drafting                       | 4          | 2          |
| Meet with City to discuss                      | 2          | 2          |
| <b>Subtotal - Vision and Goal Development</b>  | <b>6</b>   | <b>4</b>   |
| <b>4. Vision and Goal Presentation</b>         |            |            |
| Virtual meeting prep                           | 1.5        | 0.5        |
| Virtual meeting presentation to steering comm  | 2          | 2          |
| <b>Subtotal - Vision and Goal Presentation</b> | <b>3.5</b> | <b>2.5</b> |

**Hours** **29.5** **24.5**

**Salary Costs** \$3,540.00 \$3,430.00

**SUBTOTAL - SALARIES:** **\$6,970.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly \$0.00

Travel Costs \$280.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$280.00**

**SUBTOTAL:** **\$7,250.00**

**SUBCONSULTANTS FEE:** **\$0.00**

**TOTAL FEE:** **\$7,250.00**

**City of Texarkana, Arkansas  
Comprehensive Plan Update**

**Plan Development**

| WORK TASK DESCRIPTION  | P-1       | P-2       | E-1      | E-3       |
|--|-----------|-----------|----------|-----------|
|  | \$120.00  | \$140.00  | \$114.00 | \$160.00  |
|  | hr        | hr        | hr       | hr        |
| <b>1. Project Management</b>   |           |           |          |           |
| Administration and Coordination  |           | 2         |          |           |
| Quality Control Review   |           | 3         |          |           |
| Submittals to Client   |           | 1         |          |           |
| <b>Subtotal - Project Management</b>                                   | <b>0</b>  | <b>6</b>  | <b>0</b> | <b>0</b>  |
| <b>2. Land use plan</b>  |           |           |          |           |
| Create draft categories  | 9         | 4         |          |           |
| Meet with City and Steering Comm (virtual) to discuss Draft Categories | 6         | 6         |          |           |
| Steering Comm in person meeting for category placement                 | 5         | 5         |          | 4         |
| Travel time for steering comm  | 10        | 10        |          | 6         |
| GIS Mapping  | 15        | 4         |          |           |
| <b>Subtotal - Land use plan</b>  | <b>45</b> | <b>29</b> | <b>0</b> | <b>10</b> |
| <b>3. Infill and redevelopment areas</b>                               |           |           |          |           |
| Conversations with staff   | 6         | 2         |          |           |
| Create infill districts and determine areas                            | 12        | 7         |          |           |
| <b>Subtotal - Infill and redevelopment areas</b>                       | <b>18</b> | <b>9</b>  | <b>0</b> | <b>0</b>  |
| <b>4. Mobility Plan</b>  |           |           |          |           |
| Discussions with City Staff  | 5         | 5         |          | 5         |
| Typical Sections   |           |           | 6        | 3         |
| GIS Mapping  | 8         |           |          |           |
| <b>Subtotal - Mobility Plan</b>  | <b>13</b> | <b>5</b>  | <b>6</b> | <b>8</b>  |
| <b>5. Implementation Plan</b>  |           |           |          |           |
| Meetings with Staff (anticipate 2)                                     | 5         | 5         |          |           |
| Drafting of plan   | 12        | 8         |          |           |
| <b>Subtotal - Implementation Plan</b>                                  | <b>17</b> | <b>13</b> | <b>0</b> | <b>0</b>  |
| <b>6. Performance Measures</b>   |           |           |          |           |
| Meetings with Staff (anticipate 2)                                     | 6         | 6         |          |           |
| Drafting of measures   | 12        | 4         |          |           |
| <b>Subtotal - Performance Measures</b>                                 | <b>18</b> | <b>10</b> | <b>0</b> | <b>0</b>  |

**Hours** 111 72 6 18

**Salary Costs** \$13,320.00 \$10,080.00 \$684.00 \$2,880.00

**SUBTOTAL - SALARIES: \$26,964.00**

**DIRECT NON-LABOR EXPENSES**

Travel Costs \$740.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$740.00**

**SUBTOTAL: \$27,704.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$27,704.00**



**Exhibit B**

**City of Texarkana, Arkansas  
Comprehensive Plan Update**

**Public Input and Plan Finalization**

| WORK TASK DESCRIPTION   | P-1               | P-2               | E-1             | E-3               | X-2             | X-3             | X-2             |
|---|-------------------|-------------------|-----------------|-------------------|-----------------|-----------------|-----------------|
|   | \$120.00          | \$140.00          | \$114.00        | \$160.00          | \$89.00         | \$123.00        | \$89.00         |
|   | hr                | hr                | hr              | hr                | hr              | hr              | hr              |
| <b>1. Project Management</b>                                    |                   |                   |                 |                   |                 |                 |                 |
| Administration and Coordination                                 |                   | 2                 |                 |                   |                 |                 |                 |
| Quality Control Review  |                   | 2                 |                 |                   |                 |                 |                 |
| Submittals to Client  |                   | 1                 |                 |                   |                 |                 |                 |
| <b>Subtotal - Project Management</b>                            | <b>0</b>          | <b>5</b>          | <b>0</b>        | <b>0</b>          | <b>0</b>        | <b>0</b>        | <b>0</b>        |
| <b>2. Plan Review</b>   |                   |                   |                 |                   |                 |                 |                 |
| Final Drafting  | 8                 | 2                 | 1               | 1                 |                 |                 |                 |
| Meeting w City Staff  | 2                 | 2                 |                 |                   |                 |                 |                 |
| Steering Com Meeting- Virtual                                   | 3                 | 3                 |                 | 3                 |                 |                 |                 |
| Final Mapping   | 3                 |                   |                 | 1                 |                 |                 |                 |
| <b>Subtotal - Plan Review</b>                                   | <b>16</b>         | <b>7</b>          | <b>1</b>        | <b>5</b>          | <b>0</b>        | <b>0</b>        | <b>0</b>        |
| <b>3. Public Input Meeting and Public Survey</b>                |                   |                   |                 |                   |                 |                 |                 |
| Prep for Public Meeting   | 10                | 5                 |                 | 2                 |                 |                 |                 |
| Meet w City staff to discuss Meeting Logistics and final survey | 3                 | 3                 |                 |                   |                 |                 |                 |
| Create Final Survey   | 12                | 4                 |                 |                   |                 |                 |                 |
| Prep for Virtual Public Meeting                                 | 3                 | 3                 |                 |                   |                 |                 |                 |
| Update Website  | 4                 | 2                 |                 |                   | 3               | 1               | 2               |
| Travel time to in-person Meeting                                | 10                | 10                |                 | 6                 |                 |                 |                 |
| In-Person Meeting   | 5                 | 5                 |                 | 5                 |                 |                 |                 |
| Virtual Public Meeting  | 2                 | 2                 |                 | 2                 |                 |                 |                 |
| <b>Subtotal - Public Input Meeting and Public Survey</b>        | <b>49</b>         | <b>34</b>         | <b>0</b>        | <b>15</b>         | <b>3</b>        | <b>1</b>        | <b>2</b>        |
| <b>Hours</b>  | <b>65</b>         | <b>46</b>         | <b>1</b>        | <b>20</b>         | <b>3</b>        | <b>1</b>        | <b>2</b>        |
| <b>Salary Costs</b>   | <b>\$7,800.00</b> | <b>\$6,440.00</b> | <b>\$114.00</b> | <b>\$3,200.00</b> | <b>\$267.00</b> | <b>\$123.00</b> | <b>\$178.00</b> |

**SUBTOTAL - SALARIES: \$18,122.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly \$68.50  
Travel Costs \$600.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$668.50**

**SUBTOTAL: \$18,790.50**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$18,790.50**

## Exhibit B

### City of Texarkana, Arkansas Comprehensive Plan Update

#### Zoning Code Review and Recommendations

| WORK TASK DESCRIPTION                         | P-1       | P-2       | E-3      |
|---|-----------|-----------|----------|
|   | \$120.00  | \$140.00  | \$160.00 |
|   | hr        | hr        | hr       |
| <b>1. Project Management</b>                  |           |           |          |
| Administration and Coordination               |           | 2         |          |
| Quality Control Review                        |           | 2         |          |
| Submittals to Client                          |           | 1         |          |
| <b>Subtotal - Project Management</b>          | <b>0</b>  | <b>5</b>  | <b>0</b> |
| <b>2. Zoning Code Review</b>                  |           |           |          |
| Review Zoning Code                            | 12        | 10        |          |
| Meet with Staff to discuss                    | 3         | 3         |          |
| <b>Subtotal - Zoning Code Review</b>          | <b>15</b> | <b>13</b> | <b>0</b> |
| <b>3. Code Change Recommendations</b>         |           |           |          |
| Draft recommendations                         | 10        | 8         |          |
| Meet with Staff to Discuss                    | 3         | 3         |          |
| <b>Subtotal - Code Change Recommendations</b> | <b>13</b> | <b>11</b> | <b>0</b> |
| <b>4. Final Deliverables</b>                  |           |           |          |
| Complete all final deliverables               | 18        | 8         | 3        |
| Final presentation                            |           | 20        |          |
| <b>Subtotal - Final Deliverables</b>          | <b>18</b> | <b>28</b> | <b>3</b> |

|                     |                   |                   |                 |
|---------------------|-------------------|-------------------|-----------------|
| <b>Hours</b>        | <b>46</b>         | <b>57</b>         | <b>3</b>        |
| <b>Salary Costs</b> | <b>\$5,520.00</b> | <b>\$7,980.00</b> | <b>\$480.00</b> |

**SUBTOTAL - SALARIES: \$13,980.00**

**DIRECT NON-LABOR EXPENSES**

|   |          |
|---|----------|
| Document Printing/Reproduction/Assembly | \$25.00  |
| Travel Costs                            | \$650.00 |

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$675.00**

**SUBTOTAL: \$14,655.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$14,655.00**



**EXHIBIT C  
(INSURANCE)**

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

|   |                 |
|---|-----------------|
| Worker's Compensation                                     | Statutory Limit |
| Automobile Liability                                      |                 |
| Combined Single Limit (Bodily Injury and Property Damage) | \$500,000       |
| General Liability   |                 |
| Each Occurrence   | \$1,000,000     |
| Aggregate   | \$2,000,000     |
| Professional Liability                                    |                 |
| Each Claim Made   | \$1,000,000     |
| Annual Aggregate  | \$2,000,000     |