

Sowden and Associates

Consultants in Acoustics and Entertainment Technologies

July 17, 2022

Mr. Bryan Grimes, City Manager
City of Willow Park Texas
516 Ranch House Road
Willow Park, TX 76087

Subject: Parker County Ice House Restaurant - Acoustical Consulting Services
Project No. 22M70701

Gentlemen:

Sowden and Associates is pleased to offer consulting services regarding the above referenced facility. Our team will provide you with the greatest experience level possible, resulting in reasonable approaches that will assist in the review and reduction of noise complaints received from this facility.

We offer the following services for your review based on our meeting with you on July 13, 2022. The proposed Basic Services are:

1. OBSERVATIONS

- A. Receive and review noise ordinances received from your office that are in effect for the existing facility.
- B. Receive and review existing facility construction documents submitted to your office for certification of occupancy. We will review the architectural construction including details of fences and other items that affect distribution of sound from this facility.
- C. Receive and review the location of noise complaints received by the city to determine common sources of paths that may affect these locations.
- D. Provide an interview with representatives of the facility who are involved in the operation and setup of sound systems used for various events. We will request documentation of the installed system from the facility representatives, and interviews with the contractor who installed the sound system.
- E. Perform sound level measurements of a test signal provided to the facility operator with levels set consistent with normal program levels in the facility. This measurement will be performed on a morning prior to the scheduled 11:00 am facility opening. Will coordinate with the facility operator for this test. We will observe sound levels originating from the facility sound system at the property boundary and at other locations.
- F. Perform an unscheduled sound level measurement of an event at the facility observing levels originating from the facility sound system or a sound system provided by talent. We will observe sound levels originating from the sound system at the property boundary and at other locations.

2. RECOMMENDATIONS

- A. Provide documentation of observations with description of all observed methods that may be used to reduce sound levels originating from the facility.
- B. Provide recommendations for the reduction and maintenance of sound levels originating from the facility during operation. Recommendations will include the values of modified fence construction, facility construction, sound system adjustment, sound system modification and measurement methods for operation at acceptable levels.
- C. Develop and provide a letter report of observations and recommendations for review and use by the city in negotiating solutions that comply with the needs of the facility and the community.
- D. Present the report to your office to allow resolution of any questions and clarification of any items in the report.

3. MEETINGS AND SITE VISITS

- A. Site Visits - Two (2) site visits at the facility is recommended for the services described in the above listed scope of work. These meetings will be held at the project in Willow Park, TX unless otherwise notified. These site visits are included in the fees below with additional site visits provided at our hourly rates listed below.
- B. Meetings - Two (2) meetings with your staff is recommended for the services described in the above listed scope of work. These meetings will be held at the project in Willow Park, TX unless otherwise notified. These meetings are included in the fees below with additional site visits provided at our hourly rates listed below.
- C. Teleconference Meetings - Two (2) teleconference meetings are recommended during development of the report. These teleconferences will be provided on an as-needed basis.

4. FEES

- A. The fees for the basic services listed above are \$4,000.00. Additional services will be approved and provided at our hourly rates listed below.
- B. Mail, courier, telephone, photographic, instrumentation, reproduction and out-of-town travel related expenses (airfare, vehicle, parking, lodging and meals) will be billed at their cost. These expenses are not included in the fee estimate listed above and are estimated to be no greater than \$500.00.
- C. Services covered by this proposal shall be performed in accordance with the attached provisions.
- D. Hourly Rates - Compensation for services shall be billed twice monthly for requested services after approval as they are implemented. Fees are listed as follows:

1.	Meetings at your office or at the project:	Hourly including travel time
2.	Measurement and Material Review Services	\$135.00 - \$165.00 /hr.
3.	Witness and Deposition Services	\$180.00 - \$210.00 /hr.

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Please review the proposal, and contact me to discuss any changes you desire to the scope of services or fees. We are willing to make any modifications to meet your requirements.

We look forward to assisting you on this project.

Respectfully Submitted,

Approved Date: _____



Christopher Sowden, P.E.
Principal Consultant

Signature: _____
City of Willow Park Texas

cc: Mr. Bill Funderburk - Assistant City Manager

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PROVISIONS

- 1. AUTHORIZATION TO PROCEED**
Signing this form shall be construed as authorization by CLIENT for Christopher Sowden to proceed with the work, unless otherwise provided for in the authorization.
- 2. LABOR COSTS**
Labor costs shall be the amount of salaries paid Christopher Sowden's employees for work performed on CLIENT's Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums and benefits.
- 3. DIRECT EXPENSES**
Christopher Sowden's Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at Christopher Sowden's current rate when automobiles are used, meals and lodging, laboratory tests and analysis, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Christopher Sowden.
- 4. OUTSIDE SERVICES**
When technical or professional services are furnished by an outside source, when approved by the CLIENT, an additional amount shall be added to the cost of these services for Christopher Sowden's administrative costs, as provided on the attached proposal.
- 5. COST ESTIMATES**
Any cost estimates provided by Christopher Sowden will be on a basis of experience and judgement, but since Christopher Sowden has no control over market conditions or bidding procedures, Christopher Sowden cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
- 6. PROFESSIONAL STANDARDS**
Christopher Sowden shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and all other work and materials furnished under this Authorization. Christopher Sowden makes no other warranty, expressed or implied.
- 7. TERMINATION**
Either CLIENT or Christopher Sowden may terminate this authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay Christopher Sowden in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.
- 8. ARBITRATION**
All claims, disputes, and other matters in question arising out of, or relating to this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either CLIENT or Christopher Sowden may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. The venue for arbitration shall be located in Fort Worth, TX. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.
- 9. LEGAL EXPENSES**
In the event legal action is brought by CLIENT or Christopher Sowden against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.
- 10. PAYMENT TO CHRISTOPHER SOWDEN**
Monthly Invoices will be issued by Christopher Sowden for all work performed under the terms of this agreement. Invoices are due and payable on receipt. Outstanding invoices shall incur a charge of 1.5% interest 45 days after receipt of invoice by CLIENT. Invoices shall be faxed to number provided by client on the date of issue.
- 11. LIMITATION OF LIABILITY**
Christopher Sowden's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fees received under this agreement.
- 12. ADDITIONAL SERVICES**
Services in addition to those specified in Scope will be provided by Christopher Sowden if authorized in writing by CLIENT. Additional services will be paid for by CLIENT as indicated in attached Basis of Compensation or as negotiated.

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