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Professional Services Fee Proposal

June 2017

City of Conway
Street & Engineering Department
Mr. Finley Vinson
Director and City Engineer

Re City of Conway, Arkansas
Pavement Management Program

The University of Arkansas' Technology Transfer Program, Ergon Asphalts and Emulsions, Inc., and GreenbergFarrow Architecture, Inc. is pleased to work with The City of Conway, Arkansas to initiate First Step Pavement Management. First Step Pavement Management is designed to incorporate all roadways maintained by The City of Conway and address the following immediate goals:

- Utilize Conway's current inventory of roadways under the authority of the City
- Perform an annual video patrol and condition assessment of all hard-surface roadways

Additional Goals may include:

- Review the Engineering & Street Department's current practices and techniques
- Extend the functional life of hard-surfaced roadways maintained by the City

PROJECT SCOPE OF WORK

1.0 Pavement Management – Inventory

Pavement Inventory

- Create an inventory and associated map of all roadways
- Receive known roadway information (construction history, work history, maintenance cost history, etc.)

2.0 Pavement Management – Inventory Condition Assessment / Distress Patrol

2.1 Pavement Condition Assessment (Network-Level)

- Roadway pavements patrolled by trained inspectors using geolocated video cameras (1080p; 30fps)
- Visual, non-destructive assessment of facility pavements
- Pavement health is illustrated as:

o EXCELLENT

- A pavement in condition EXCELLENT is in perfect condition
- No corrective maintenance or preventive maintenance is recommended

o GOOD

- Preventive maintenance may be recommended
- Corrective maintenance is typically not recommended
- Pavement distress is limited to oxidation, weathering and minor climate related damage
- Structural distress (if present) is both localized and low density (<5%)








o FAIR

- Preventive maintenance may be recommended
- Corrective maintenance may be recommended
- A variety of pavement distresses may be present
- Structural distress may be localized as well as global
- Global Structural damage is low severity / low density

- **CRITICAL**
 - A pavement in condition CRITICAL is likely to be LOST (and require reconstruction) within 2 years
 - A variety of pavement distresses may be present
 - Surface and Structural distresses are typically global in nature
 - A combination of corrective and preventive maintenance may be recommended
- **LOST**
 - A LOST pavement requires major M&R (Maintenance and Repair/Reconstruction)
 - Shallow, Deep, and/or Full-Depth Reconstruction may be recommended
- **RECONSTRUCT**
 - RECONSTRUCT is the lowest condition category – pavement must be fully reconstructed
 - Full-Depth reconstruction is typically required

2.2 Pavement Distress Assessment (Network Level Assessment)

Observed pavement attributes and distress are illustrated as follows:

-  - Surface Distress – Low Density  - Surface Distress – Medium to High Density
 - Climate (non-structural) related distress including:
 Surface Cracking, Longitudinal and Transverse Cracking, Block Cracking, Edge Cracking
 Severe Weathering, Raveling, Bleeding, Scaling (PCC), Durability Cracking (PCC)
-  - Structural Distress and  - Mass Structural Distress
 - Evidence of structural/durability distress present
 - Depth of structural damage (shallow, deep) is not indicated
 - Distresses include Alligator Cracking, Rutting (High Severity), Depression (High Severity), Utility Cuts
-  - Pothole 01 and  - Pothole 02
 - Observed Pothole 01 is of higher importance than observed Pothole 02
 - Pothole 01 is a Major Pothole and is typically structural in nature
 - Pothole 02 is a minor pothole and may consist of edge conditions / small popouts
-  - Drainage / Water Issue
 - Observed drainage issues present on the pavement surface – may be a variety of causes
 - Poor Drainage, Obstructed Structures, Roadway Depression, General Ponding, etc

2.3 Reporting – Dynamic Roadway Condition Map

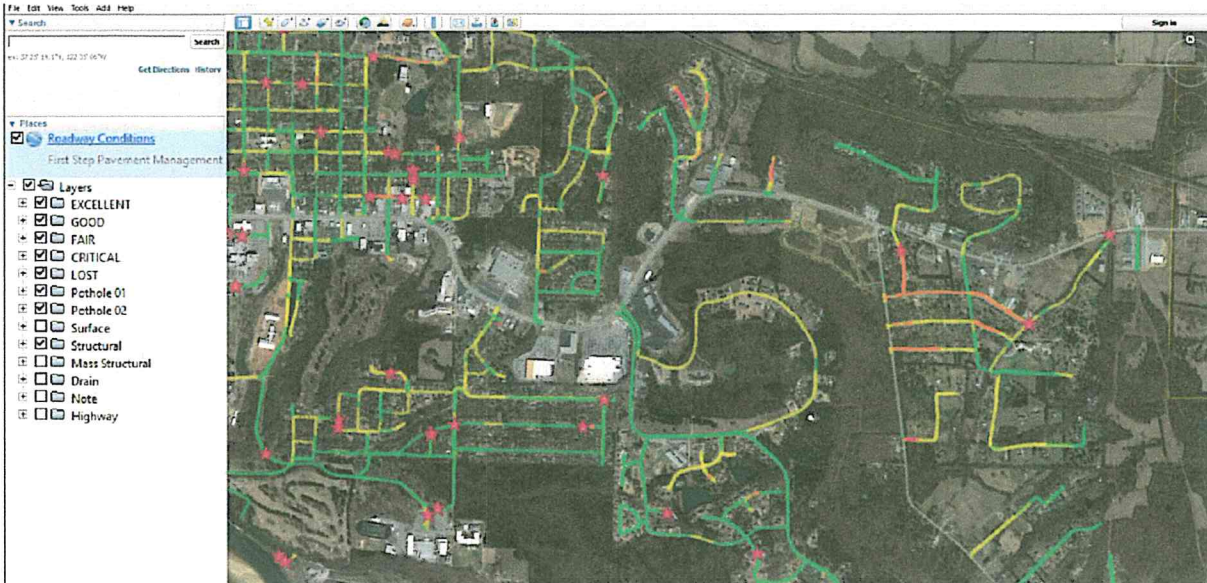


Figure 1 – Dynamic Condition Map with Road Condition and Distress Toggle Buttons

2.4 Geolocated Video, Road Book, Project Planner



Figure 2 - Condition Map with Video (1080p / 30fps)

1	State	Number	Name	Surface	Family	Priority	Area (sq)	Area (mi)	EXCELLENT	GOOD	FAIR	CRITICAL	LOST	Pothole01	Pothole02	Mass Structural	Structural	Surface	Drain
2	AR	1405	Benton	Asphalt	Parking	Secondary	69,445	7,716	0%	0%	25%	75%	0%	0%	0%	0%	0%	0%	0%
3	AR	1405	Benton	Asphalt	Parking	Primary	74,068	8,230	0%	0%	5%	30%	65%	0%	0%	0%	0%	0%	0%
4	AL	DC	McCalla	Asphalt	Drive	Primary	377,731	41,970	0%	0%	10%	20%	70%	0%	0%	0%	0%	0%	0%
5	AR	1402	N. Little Rock	Asphalt	Loading	Tertiary	90,638	10,071	0%	0%	5%	35%	60%	0%	0%	0%	0%	0%	0%
6	TN	725	Hickory Hill	Asphalt	Parking	Secondary	61,271	6,808	0%	0%	0%	50%	50%	0%	0%	0%	0%	0%	0%
7	AL	810	Jasper	Asphalt	Drive	Primary	44,091	4,899	0%	0%	10%	45%	45%	0%	0%	0%	0%	0%	0%
8	TN	725	Hickory Hill	Asphalt	Drive	Primary	41,833	4,648	0%	0%	30%	30%	40%	0%	0%	0%	0%	0%	0%
9	TN	725	Hickory Hill	Asphalt	Loading	Tertiary	55,701	6,189	0%	0%	0%	30%	30%	0%	0%	0%	0%	0%	0%
10	TN	725	Hickory Hill	Asphalt	Drive	Tertiary	17,197	1,911	0%	0%	0%	30%	30%	0%	0%	0%	0%	0%	0%
11	AR	1405	Benton	Asphalt	Drive	Primary	34,463	3,829	0%	0%	0%	30%	25%	0%	0%	0%	0%	0%	0%
12	AL	818	Pell City	Asphalt	Loading	Tertiary	34,397	3,822	0%	0%	40%	40%	20%	0%	0%	0%	0%	0%	0%
13	AR	1403	Fayetteville	Asphalt	Parking	Primary	78,093	8,677	0%	0%	35%	40%	15%	0%	0%	0%	0%	0%	0%
14	AR	1402	N. Little Rock	Asphalt	Parking	Secondary	104,081	11,565	0%	0%	70%	15%	15%	0%	0%	0%	0%	0%	0%
15	TN	725	Hickory Hill	Asphalt	Parking	Primary	80,175	8,908	0%	0%	0%	30%	10%	0%	0%	0%	0%	0%	0%
16	AL	810	Jasper	Asphalt	Loading	Tertiary	57,768	6,419	0%	0%	10%	60%	10%	0%	0%	0%	0%	0%	0%
17	AR	1403	Fayetteville	Asphalt	Parking	Secondary	21,554	2,395	0%	0%	10%	30%	10%	0%	0%	0%	0%	0%	0%
18	AL	810	Jasper	PCC	Loading	Tertiary	25,131	2,792	0%	0%	30%	10%	10%	0%	0%	0%	0%	0%	0%
19	AR	1401	Little Rock (W)	Asphalt	Drive	Secondary	52,882	5,876	0%	0%	40%	10%	5%	0%	0%	0%	0%	0%	0%
20	TN	725	Hickory Hill	PCC	Loading	Tertiary	5,557	617	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%
21	TN	725	Hickory Hill	Asphalt	Parking	Tertiary	8,962	996	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%
22	AL	880	Eastwood	PCC	Parking	Tertiary	2,961	329	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%
23	AR	1403	Fayetteville	Asphalt	Parking	Tertiary	4,968	552	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%
24	AL	810	Jasper	Asphalt	Parking	Secondary	23,406	2,601	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%

Figure 3 - Road Book and Project Planner

3.0 Compensation

Pavement Condition Assessment		Method	Fee
1.0	City of Conway, Arkansas – Roadway Assessment	Fixed Fee	\$40,000.00
Total for Services			\$40,000.00

4.0 Deliverables

Specific Deliverables to the City of Conway shall include:

- Google Earth (KMZ) file representing both pavement conditions and observed roadway distresses.
- Road Book (Excel) containing data from Conway’s GIS Inventory spatially joined with the Roadway Assessment.
- Roadway Patrol Video Files (.MP4).
- FirstStep Software allowing Roadway Patrol Video Files to be coordinated with Google Earth (KMZ).
- One day (8 hours) of GF time allowing for software setup and review of Roadway Assessment Information (Additional time may be billed as ‘Additional Services’ – see 6.0 below)

5.0 Estimated Schedule

Task		Time
1.0	Pavement Inventory	Complete
2.0	Pavement Condition/Distress Patrol	Four Weeks
3.0	Data Processing and Delivery	One Week
Total for Services		Five Weeks

6.0 Additional Services

Services requested by the Owner falling outside the Scope of Basic Services described above shall be considered Additional Services. Additional Service requests will be completed at our standard hourly rates effective at the time of contract execution plus reimbursable expenses or on a fixed fee basis where a substantial scope of work can be clearly defined.

- All services not specifically noted / defined
- Development of a Pavement Management Program (1, 2, 5-year plans typical)
- Custom Patrols / User-Defined Patrols
- Enhanced Site Assessments, Patrols and Reports
 - Unpaved Roadways
 - Private Roadways / Parking Lots / Boat Ramps
 - Pavement Striping
 - Sign Patrol
 - Drainage / Ditch Patrol
 - Night Patrol
 - Perimeter Fences and Exterior Drives
 - Building / Facility Patrol
 - Building Interior / Product Patrol
- Geotechnical Investigations and reports
- Contract administration, bidding and negotiation
- Construction administration
- Additional site visits at the request of the owner

7.0 Method of Payment

Method of payment shall be a monthly invoice based upon the percentage of work complete for the task or service outlined above for lump sum fees. Hourly tasks or services will also be invoiced monthly based upon time spent performing the task or service outlined above. Invoices are due and payable upon receipt and within 30 days.

I. Standards of Performance

A. The standard of care for all professional architectural, engineering and related services performed or furnished by Greenberg Farrow Architecture, Inc. (GF) under this Agreement will be the care and skill ordinarily used by members of GF's profession practicing under similar circumstances at the same time and in the same locality. GF makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

B. GF shall be responsible for the technical accuracy of its services and documents resulting there from, and CLIENT shall not be responsible for discovering deficiencies therein. GF shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT- furnished information.

C. GF may employ such Consultants as GF deems necessary and with CLIENT's approval, to assist in the performance or furnishing of the services. GF shall not be required to employ any Consultants unacceptable to GF.

D. GF and CLIENT shall exercise due professional care to comply with applicable Laws and Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to GF's scope of services, times of performance, or compensation.

E. CLIENT shall be responsible for, and GF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to GF pursuant to this Agreement. GF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of GF.

G. GF shall not be required to sign any documents, no matter by whom requested, that would result in GF's having to certify, guarantee or warrant the existence of conditions whose existence GF cannot ascertain. CLIENT agrees not to make resolution of any dispute with GF or payment of any amount due to GF in any way contingent upon GF's signing any such certifications.

H. During the Construction Phase, GF shall not supervise, direct, or have control over Contractor's work, nor shall GF have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, or safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

I. GF neither guarantees the performances of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. GF shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except GF's own employees and subconsultants) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of GF.

II. Authorized Project Representative

A. Contemporaneous with the execution of this Agreement, GF and CLIENT shall designate specific individuals to act as GF's and CLIENT's representatives with respect to the services to be performed or furnished by GF and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

III. Use of Documents

A. All drawings, specifications, and other documents created by GF for this Project (Documents) are instruments of service and GF shall retain all ownership and property interest therein (including the right of reuse at the discretion of GF) whether or not the Project is completed.

B. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by GF. Files in electronic media format of text, data, graphics, or of other types that are furnished by GF to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the CLIENT's sole risk.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The party delivering the electronic files will correct any errors detected within the 60-day acceptance period. GF will not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

D. When transferring Documents in electronic media form, GF makes no representations as to long term capability, usability, or readability of Documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by GF at the beginning of this Project.

E. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by GF, as appropriate for the specific purpose intended, will be CLIENT's sole risk and without liability or legal exposure to GF or GF's Consultants. CLIENT shall indemnify and hold harmless GF and GF's Consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting there from.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

IV. Insurance

A. GF agrees to maintain at its own expense, Worker's Compensation insurance, Commercial General Liability insurance, Automobile Liability, Umbrella Liability and Professional Liability insurance at the limits as shown on the attached certificate of insurance. GF will provide annual renewal certificates of insurance. GF agrees to

name CLIENT as an additional insured on GF's Commercial General Liability.

B. CLIENT shall procure and maintain auto liability and statutory worker's compensation

C. CLIENT and GF shall each deliver to the other certifications of insurance evidencing the coverages indicated above. Such certificates shall be furnished prior to commencement of GF's services and at renewals thereafter during the life of the Agreement.

D. All policies of property insurance shall contain provisions to the effect that GF's and GF's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured or additional insured thereunder.

E. At any time, CLIENT may request that GF, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by CLIENT, with the concurrence of GF, and if commercially available, GF shall obtain and shall require GF's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

V. Termination

A. This Agreement may be terminated by CLIENT effective upon the receipt of notice by GF.

B. Failure of the Client to make payments to GF in accordance with the Agreement shall be considered substantial nonperformance and cause for termination by GF.

C. In the event of termination not the fault of GF, GF shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

VI. Controlling Law

A. This Agreement is to be governed by the law of the state of Arkansas.

VII. Professional Practice

A. GF represents that its design professionals are licensed to practice architecture and/or engineering in all states where services are offered. GF is registered to practice as corporation or partnership in all states where services are offered and such registration is available. In Connecticut and New Jersey, GF practices architecture through Greenberg Farrow Architecture of Connecticut, LLC. In Colorado, GF practices architecture through GF Architecture of Colorado, LLC. In Nevada, GF practices architecture through Greenberg Farrow Architecture of

Nevada, LLC. In Ohio, GF practices architecture through GF Architecture of Ohio, LLC. In Mississippi, GF practices architecture through GreenbergFarrow, PLLC. In North Carolina, GF practices architecture, engineering, and landscape architecture through GreenbergFarrow, PLLC. In New York and Pennsylvania, GF practices architecture and engineering through GreenbergFarrow Architecture + Engineering, PLLC. In all other states, GF practices as Greenberg Farrow Architecture, Inc.

VIII. Successors, Assigns, and Beneficiaries

The CLIENT and GF each binds itself, its partners, successors, legal representatives and assigns to the other and neither the CLIENT nor GF shall assign nor transfer its interest in this Agreement without the other's written consent.

IX. Payment

A. Invoices will be submitted periodically (customarily on a monthly basis), and are due and payable upon receipt of the invoice. Unpaid balances shall be subject to an additional charge at the rate of one and one-half percent (1.5%) per month from the date of invoice if the unpaid balance is not paid within 30 days. In addition, GF may suspend services without liability until the CLIENT has paid in full all amounts due GF on account for services rendered and expenses incurred, including interest on past due invoices. Reimbursable expenses will be billed at 110% of cost to GF. Payment of invoices is not subject to discounting by the CLIENT or withholding retainages from without the written consent of GF. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of any Agreement between GF and the CLIENT.

B. It is understood that payments to GF, for work performed, is in no way dependent on actions of any third party which may be involved in the Project or the CLIENT's ability to obtain financing. Payments to GF shall be in accordance with the provisions of this Agreement.

X. Dispute Resolution

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

XI. Hazardous Environmental Condition

A. CLIENT represents to GF that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. CLIENT has disclosed to the best of its knowledge to GF the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, GF shall have the obligation to

STANDARD TERMS AND CONDITIONS

notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that GF's scope of services does not include any services related to a Hazardous Environmental Condition. In the event GF or any other party encounters a Hazardous Environmental Condition, GF may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations

E. CLIENT acknowledges that GF is performing professional services for CLIENT and that GF is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with GF's activities under this Agreement.

F. If GF's services under this Agreement cannot be performed because of Hazardous Environmental Condition, the existence of the condition shall justify GF's terminating this Agreement for cause on 30 days notice.

XII. Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, GF shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including reasonable attorneys' fees and dispute resolution costs) to the extent caused by the negligent acts or omissions of GF

or GF's officers, directors, partners, employees, and GF's Consultants in the performance and furnishing of GF's services under this Agreement.

XIII. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

XIV. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

XV. Severability

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and GF, who agree that the Agreement shall be reformed to

replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

XVI. Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

END OF TERMS AND CONDITIONS



2017 Client Billing Rate Schedule

Staff Position	Billing Rate
Principal	\$ 275.00
Development Manager	\$ 220.00
Senior Project Manager / Senior Development Coordinator	\$ 170.00
Project Manager / Site Development Coordinator / Senior Project Engineer	\$ 145.00
Project Engineer / Project Architect / Senior Project Designer / Senior Landscape Architect	\$ 135.00
Project Leader / Project Designer / Landscape Architect	\$ 125.00
Due Diligence Coordinator / Senior Planner / Project Captain	\$ 110.00
Designer II / Designer III	\$ 100.00
Intern / Designer I / Site Planner	\$ 75.00

Subject to revision annually

We appreciate the opportunity to be of service in the development of your pavement management plan.

Please indicate your acceptance of the terms, scope of work and fee by signing and returning a copy to our office. A facsimile signature is sufficient to indicate your understanding of the proposed agreement. If you have any questions or concerns, please do not hesitate to call. This proposal is valid for 120 days from receipt. Additionally, the proposal may become null and void 12 months from the date of acceptance by the client, if the work has not been authorized to begin within that time.

Sincerely,



Michael G. Morgan
Senior Project Manager

Agreed to and accepted this date:

July 19, 2017

Signature

Hughes W. Thompson, Jr.

Printed Name

Vice President

Title / Authorizing Agent

Agreed to and accepted this date:

July 12, 2017



Signature

Bart Castleberry

Printed Name

Mayor

Title / Authorizing Agent