

RESOLUTION NO. 2017-09 _____

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

A RESOLUTION APPROVING THE CONTRACT FOR DESIGN, CONSTRUCTION AND INSTALLATION OF INFRASTRUCTURE BY AND BETWEEN GARVER-USA, AND THE CITY OF TONTITOWN, ARKANSAS

WHEREAS, the City of Tontitown, Arkansas desires to enter into a Contract with Garver-USA, Inc., to provide for the design, construction and installation of infrastructure to provide water service to the City of Tontitown City Hall; and

WHEREAS, the Mayor and the City Council have reviewed the Contract proposed by Garver-USA, Inc., and believe the proposed Contract should be approved.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the city of Tontitown, Arkansas:

Section 1: That the City Council of the City of Tontitown, Arkansas approves the Contract attached hereto as Exhibit "A" by and between Garver-USA, Inc., and the City of Tontitown and the Mayor is authorized to execute the Contract.

PASSED AND APPROVED THIS _____ DAY OF _____, 2017

Paul Colvin, Jr., Mayor

ATTEST:

Rhonda Ardemagni, City Recorder-Treasurer



AGREEMENT FOR PROFESSIONAL SERVICES
City of Tontitown, Arkansas
Project No. 17048080

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Tontitown of Tontitown, Arkansas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner intends to make the following improvements:

The improvements will include approximately 10 miles of 18 inch or 24 inch water transmission line along Highway 412 from the existing Benton Washington Regional Public Water Authority (BWRPWA) transmission lines near the abandoned Chamber Springs Road bridge across the Illinois River to the future water storage tank along the north side of Highway 412 between Pianalto Road and Mantegani Road. The improvements will also include a new master meter vault at the BWRPWA connection and booster pump station.

GARVER will provide professional services related to these improvements as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered, including any teaming agreements.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES (except for geotechnical services and property record research and as may be modified for additional services required), the Owner will pay GARVER on an hourly rate basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.



If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts and fee types paid by the Owner to Garver and costs paid by the Owner outside this contract.

DESCRIPTION	FEE AMOUNT/ESTIMATED COST	TYPE
Conceptual Design	\$97,000	Hourly Rate, Including Expenses (\$709,500)
Design and Property Surveys	\$102,500	
Environmental Services	\$17,000	
Preliminary Design	\$93,500	
Property Acquisition Documents	\$27,000	
Final Design	\$98,000	
Bidding Services (up to three contractors)	\$29,500	
Construction Phase Services (one contractor)	\$245,000	
Geotechnical Services (subcontractor)	\$29,000	Direct Cost Reimbursement (\$35,000)
ARKUPS (utility marking subcontractor)	\$1,000	
Record Research (abstractor subconsultant)	\$3,000	
Arkansas Department of Environmental Quality Fees	\$1,500	
Arkansas Department of Health Fees	\$500	
Newspaper Advertisement	\$400	Paid by Owner outside the Agreement herein (\$6,135,000)
Arkansas Department of Transportation Bonds (ARDOT) (paid to ARDOT)	\$34,600	
Easements (paid to property owners)	\$100,000	
Construction Cost (paid to contractor(s))	\$6,000,000	
TOTAL ESTIMATED COST	\$6,879,500	

Hourly Rate Work (Including Expenses) and Direct Cost Reimbursement

The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B 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, hourly rate work, amount paid to GARVER under this agreement is estimated to be \$709,500. The actual total fee may not exceed this estimate without a contract amendment. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2018.



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

1. Direct cost for travel, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost for subcontract/subconsultant fees. GARVER fees include time for coordination with others.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

For Geotechnical Services, the Owner will reimburse GARVER the direct cost. The fee for Geotechnical services will be negotiated with Grubbs Hoskyn Barton & Wyatt, Inc. as a subconsultant to GARVER. The amount is estimated to be approximately \$29,000, based upon approximately 50 boring locations, laboratory testing, and report.

For Property Record Research (abstractor), ARKUPS (utility marking), Arkansas Department of Health fee, and Arkansas Department of Environmental Quality fees, the Owner will reimburse GARVER the direct cost. GARVER fee amounts include time for coordination, and the amount is estimated to be approximately \$6,000.

Additional Services (Extra Work)

For work not described or included in Section 2 – Scope of Services, a contact amendment will be required as approved by the Owner and GARVER.

Paid by the Owner

The Owner will pay the newspaper advertising cost to the newspaper, the Arkansas Department of Transportation (ARDOT) bond amounts to respective ARDOT Districts, and construction cost to contractor(s) outside of this agreement. GARVER will coordinate, and the costs are estimated to be \$6,135,000.

SECTION 4 - OWNER'S RESPONSIBILITIES

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

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.



3. Providing legal support, if condemnation is required, for obtaining the necessary easements for the construction of the work.
4. Furnishing 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 the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
6. Except as otherwise described in Section 3 – Payment, paying all permit fees from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
7. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
8. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

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

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

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

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best



judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates (including associated easement costs, any other related costs, and unknown costs), developed by GARVER do not establish a limit for the construction contract amount and total project amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will subcontract with a company specializing in locating underground utilities and will pass the direct cost from the locating company to the Owner. GARVER will survey the locations marked by the locating company and the utility owners. GARVER will not be responsible for the completeness or accuracy of the markings made by locating company or utility owners, nor will GARVER be liable for costs incurred by the Owner due to incomplete or inaccurate utility markings.

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

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

5.6 Indemnity Provision – Not Used

5.7 Design without Construction Phase Services – Not Used

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and



its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, 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.

5.8.1 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 substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save GARVER and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, 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.

5.9 Mediation

The Owner and GARVER agree that any and all discussions resulting from this clause are confidential. As they may apply to the presiding rules of evidence, negotiations pursuant to this clause shall not imply admission of responsibility or guilt for the aggravating action, but shall be regarded as compromise, resolution attempts, and settlement negotiations.

The Owner and GARVER agree to, through good faith efforts, first attempt to resolve all conflicts that arise out of or related to this Agreement, through direct discussions involving senior and/or executive management representatives from their respective organizations. It is a requirement of this clause for this condition be attempted prior to the use of other dispute resolution processes. If the respective representatives are unable to develop a compromise resolving the dispute, such that it is satisfactory to both parties within thirty (30) calendar days after a party delivers a written notice of such dispute, then further mediation processes shall begin, as described herein.

If direct discussions fail to resolve the dispute, the Owner and Garver further agree to pursue non-binding mediation unless the parties mutually agree otherwise.

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



5.10 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 the Owner, unless Litigation Assistance has been expressly included as part of the work defined in Section 2 - Scope of Services. In the event the Owner requests such services of GARVER, this Agreement shall be amended in writing by both the Owner and GARVER or a separate written agreement will be negotiated between the parties.

SECTION 6 - CONTROL OF SERVICES

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

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

SECTION 7 - SUCCESSORS AND ASSIGNS

The 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 the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – APPENDICES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
- 8.1.1 Appendix A – Scope of Services
 - 8.1.2 Appendix B – Garver Hourly Rate Schedule

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 Tontitown, Arkansas

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes surveying, design, environmental, preparation of property acquisition documents (including property owner negotiations), bidding services, and construction services for improvements to the Owner's water distribution system. The improvements will include approximately 10 miles of 18 inch or 24 inch water transmission line along Highway 412 from the existing Benton Washington Regional Public Water Authority (BWRPWA) transmission lines near the abandoned Chamber Springs Road bridge across the Illinois River to the future water storage tank along the north side of Highway 412 between Pianalto Road and Mantegani Road. The scope of work anticipates, the transmission line will be located within the Arkansas Department of Transportation (ARDOT) right of way as much as possible (except the west end of the project and future highway 412 bypass connection). The improvements will also include a new master meter vault at the BWRPWA connection and booster pump station. The existing water supply from others will be maintained for emergency purposes, and the new water storage tank by others will be placed in service at the same time as the improvements herein.

2.2 Design and Property Surveys

During the design survey phase of the project, Garver will proceed with the following after approval of the Conceptual Design.

1. Garver will supplement existing Northwest Arkansas Regional Planning Commission (NWARPC) elevation data (1 foot contours) with topographical survey at water connection locations, road crossings, and river and creek crossings. Garver will also use 2017 aerial photographs from NWARPC, showing aeriels on the construction drawings.
2. Garver will coordinate ARKUPS (Utility Marking) and survey visible utilities as well as those underground utilities marked by their owners and/or representatives.
3. Garver will establish control points at a maximum of two mile intervals for use during construction, and control will be based upon Arkansas State Plane North (horizontal datum) and NAVD88 (vertical datum).
4. Garver will obtain right of way mapping from ARDOT and survey select monuments to confirm locations.
5. Garver will perform property surveys, based upon record data which will be provided by an abstractor under a subconsultant agreement with Garver, at locations outside the right of way. Property surveys beyond 10 parcels is Extra Work.

2.3 Geotechnical Services

Garver will coordinate geotechnical needs with a geotechnical consultant, as a subconsultant to Garver, for the design of the improvements. Garver will begin coordination upon approval of the Conceptual Design.

2.4 Coordination

Garver will furnish electronic plans to known utility owners potentially affected by the project at each stage of development. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will furnish electronic plans and other information to others as stated in subsequent sections.

2.5 Environmental Services

During the environmental phase of the project, Garver will proceed with the following after approval of the Conceptual Design.

1. Garver will perform a wetlands delineation for areas outside the ARDOT right of way (west end of the project and future highway 412 bypass connection). Garver will submit a wetland report to the US Army Corps of Engineers and request authorization to proceed under a nationwide 12 permit. Preparation of an individual permit is Extra Work.
2. Garver will prepare and submit initial clearance letters to US Fish and Wildlife Service and State Historic Preservation Office. Work beyond the initial clearance letters (including but not limited to cultural resource survey (archeological), threatened and endangered species surveys, and habitat assessments) is Extra Work.
3. Garver will prepare and submit a stormwater pollution prevention plan (SWPPP) to the Arkansas Department of Environmental Quality. The Owner will reimburse Garver the \$200 annual fee(s). Garver will also provide storm water training during the pre-construction conference to the contractor(s).
4. Garver will prepare and submit short term activity authorizations to the Arkansas Department of Environmental Quality. The Owner will reimburse Garver the \$200 fee for each wet weather stream crossing, approximately five. Perennial creek and river crossings will be bored. Garver will coordinate further, as required, during design.

2.6 Conceptual Design

The Conceptual Design phase submittal will include drawings, technical memorandum, and an opinion of probable project cost. The drawings will represent approximately 30 percent of the final construction contract plans, the drawings will be based upon GIS data and ARDOT right of way mapping, and the drawings will show the future Highway 412 bypass connection. The future bypass is preliminary (subject to change) and on hold pending funding. The technical memorandum (TM) will evaluate the hydraulics (water age, velocity, pressure, and capacity) of a new 18 inch and 24 inch transmission line, provide booster pump recommendations (size and location), evaluate existing water service connections to be maintained in the event of an emergency, recommend connection location and configuration at the new water storage tank location, and recommend connection configuration and system requirements for the BWRPWA water supply. The TM will also estimate future water system demands for potential Owner growth, including annexations west and future industrial demands. The TM will be based upon the Owner's, BWRPWA, and Springdale Water Utilities water master plans and hydraulic models and pressure logger data obtained by the Owner at the connection locations to BWRPWA. The opinion of probable project cost will include known project costs and contingency.

This Conceptual Design will be for the purpose of coordinating the proposed improvements with the Owner, ARDOT, BWRPWA, utility companies, environmental agencies, geotechnical, and property owners where an easement is needed. The Garver and the Owner will coordinate easements with the property owners. Garver will not begin preliminary design, environmental, geotechnical, and survey until the conceptual design is approved by the Owner in writing. Garver will conduct a workshop with the Owner to review and discuss the submittal at Garver's northwest Arkansas office.

2.7 Preliminary Design

The Preliminary Design phase submittal will include drawings and details and an opinion of probable project cost. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents. Garver will update and refine the opinion of probable cost, and continue to coordinate the project with others defined above. Garver will conduct a workshop with the Owner to review and discuss the submittal. Garver will not begin final design and preparation of easements acquisition documents until the preliminary design is approved by the Owner in writing.

2.8 Final Design

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, including final construction details and quantities, special provisions, and refine the total project cost. Garver will prepare the construction documents (using Garver standard specifications) as required to advertise for bids. The construction documents will be one set of plans (Cover Sheet, Index, General Notes, Legend, Survey Control, Plan and Profiles, Traffic Control Plans and Details, Erosion Control Plans and Details, and Construction Details) and one set of specifications, but allow up to three bid schedules and up to three deductive alternates. Specifically, bidders will be allowed to bid one, two, or all three bid schedules, representing approximately one third, two thirds, and the entire project. Garver will also continue to coordinate the project with others, prepare and submit ARDOT permits, and coordinate approval with the Arkansas Department of Health. Garver will conduct a workshop with the Owner to review and discuss the submittal. The Owner will reimburse Garver for all permits and review fees, and the Owner will pay the ARDOT bond amount outside of this Agreement.

2.9 Property Acquisition Documents

Upon Owner approval of the Preliminary Design, Garver will provide mapping as required for preparing easement acquisition documents for the Owner's use in acquiring the properties. Documentation will include (1) an individual tract map as "Exhibit A" and (2) a legal description of permanent and temporary easements as "Exhibit B" for each property. Garver will utilize the Owner's standard easement language (provided by the Owner's attorney) for each property. The fee for providing property acquisition documentation is based on permanent easement and temporary construction easements for no more than ten (10) properties. Garver will negotiate the easements with the Owner, and Garver will record the easements at respective county circuit clerk office. Garver's fee includes the recording fees as an expense, and Garver's fee includes up to 40 hours for property owner negotiations. Garver will also stake easements, if required, during property negotiations.

2.10 Bidding Services (up to three contractors)

During the bidding phase of the project, Garver will:

1. Prepare and submit the Advertisement for Bids to the Owner for publication in the newspaper(s). The Owner will pay advertising costs outside of this contract.
2. Dispense construction contract documents to prospective bidders utilizing Garver's online plan room.
3. Support the contract documents by preparing addenda as appropriate.
4. Prepare and conduct a pre-bid meeting.
5. Attend the bid opening.
6. Prepare bid tabulation.
7. Evaluate bids and recommend award.
8. Attend and present bid recommendations to the City Council.
9. Upon City Council approval, prepare up to three construction contracts.

2.11 Construction Phase Services (one contractor)

During the construction phase of work, Garver will accomplish the following.

1. Issue Notice to Proceed letter to the Contractor and prepare and attend preconstruction meeting.
2. Attend monthly (up to 12) progress/coordination meetings with the Owner and Contractor.
3. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for

review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

4. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
5. Review the monthly progress payment requests by contractor, up to twelve, based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
6. Maintain a set of working drawings and prepare and furnish record drawings (one set of drawings for all improvements).
7. Provide full-time resident construction observation services for the 365-calendar-day construction contract performance time. The proposed fee is based on approximately 8 hours per day, 5 days per week, during the 365-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. The construction contract will include liquidated damages, to be paid to the Owner, for contractor delays.
8. Provide up to 40 hours of survey crew time for field checking quantities, contractor's layout, etc.
9. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
10. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the Owner during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the contractor (Owner and Garver approved subcontractor).
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.

The proposed fee for Construction Phase Services is based on a 365-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor; but Garver cannot guarantee the performance of

the Contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct them to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

2.12 Project Deliverables

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

1. Electronic copies of all correspondence, deliverables, recorded easements, and shop drawings/submittals.
2. One hard copy of all deliverables (Conceptual, Preliminary, Final, and Bid) to the Owner, and the drawings will be full size.
3. Hard copy of deliverables to others as required for review and permit approvals.
4. Three sets of the Contract Documents for execution by the Owner and Contractor, one of the original sets will be filed with Garver. The Contractor will be required pay the circuit clerk recording fees.
5. Three copies of the executed Contract Documents to the Contractor, and one copy to the Owner.
6. One hard copy of the record drawings.

2.13 Extra Work

In addition to items previously identified herein, the following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Design of any utilities relocation.
4. Retaining walls or other significant structural design beyond that required for improvements.
5. Large Scale Development permits and fees (to be coordinated by and paid by the Owner if required).
6. Construction materials testing (to be paid by the Contractor by an approved independent testing firm).
7. Environmental including wetlands mitigation plans and work beyond the initial clearance letters to state and federal agencies.
8. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
9. Professional services for extra work resulting from easement acquisition negotiations.
10. Legal services for any condemnation of easements.
11. Services after construction, such as warranty follow-up, operations support, etc.
12. Construction services for more than one construction contract.

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

2.14 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

<u>Phase Description</u>	<u>Calendar Days</u>
Conceptual Design	30 days from notice to proceed and receipt of master plans and hydraulic models by others and pressure logger data by the Owner mentioned above
Environmental Services (submittal to state and federal agencies)	30 days from approval of Conceptual Design
Design and Property Surveys	30 days from approval of Conceptual Design
Geotechnical Coordination	Starting upon approval of Conceptual Design
Preliminary Design	45 days from approval of Conceptual Design
Property Acquisition Documents	14 days from approval of Preliminary Design
Final Design	45 days from Approval of Preliminary Design and geotechnical



APPENDIX B

**Highway 412 Water Transmission Line Improvements
Garver Hourly Rate Schedule: July 2017 - June 2018**

Classification	Rates
Engineers / Architects	
E-1.....	\$ 105.00
E-2.....	\$ 125.00
E-3.....	\$ 140.00
E-4.....	\$ 160.00
E-5.....	\$ 240.00
Planners / Environmental Specialist	
P-1.....	\$ 100.00
P-2.....	\$ 140.00
Designers	
D-1.....	\$ 75.00
D-2.....	\$ 110.00
Technicians	
T-1.....	\$ 80.00
Surveyors	
S-1.....	\$ 46.00
S-2.....	\$ 60.00
S-3.....	\$ 81.00
S-4.....	\$ 115.00
S-5.....	\$ 160.00
2-Man Crew (Survey).....	\$ 185.00
2-Man Crew (GPS Survey).....	\$ 205.00
Construction Observation	
C-1.....	\$ 60.00
C-2.....	\$ 80.00

