

Department of Engineering
Tim Bryan, P.E., County Engineer

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MEMORANDUM

September 30, 2020

To: Sheila Jones, Supervisor, District I
Trey Baxter, Supervisor, District II
Gerald Steen, Supervisor, District III
Karl Banks, Supervisor, District IV
Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E.
County Engineer

Re: Construction Engineering and Inspection Services
Oakfield Blvd. Drainage Improvements Project

The Engineering Department is recommending the Board approve this Engineering Contract with Garver for Construction Engineering and Inspection Services for the Oakfield Blvd. Drainage Improvements Project for a fee not to exceed \$44,943.50.



**Work Order No. 5
to the
Master Agreement
For
Professional Services
Madison County Board of Supervisors
Project No. 20T32200**



This WORK ORDER (“Work Order”) is made by and between the **Madison County Board of Supervisors** (hereinafter referred to as “**Owner**”) and **Garver, LLC**, (hereinafter referred to as “**Garver**”) in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on February 6, 2017 (the “Agreement”).

Under this Work Order, the Owner intends raise the profile of Oakfield Boulevard and install a precast reinforced concrete box culvert (the “Project”).

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following Services:

1.1.1 Described in Appendix A as needed.

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 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.

1.2.4 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.

1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.

1.2.6 Pay all plan review and advertising costs in connection with the project.

1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.

1.2.8 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.

1.2.9 Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner’s behalf for the project specific requested information.



SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver as follows: Lump Sum
The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Construction Phase Services	\$ 35,000.00	LUMP SUM
Construction Testing – Terracon	\$ 9,943.50	LUMP SUM
TOTAL FEE	\$ 44,943.50	

The lump sum amount to be paid under this Work Order is **\$44,943.50**. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about December 31, 2021

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Work Order 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.

SECTION 3 – APPENDICES

- 3.1 The following Appendices are attached to and made a part of this Work Order:
3.1.1 Appendix A - Scope of Services

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



The effective date of this Work Order shall be the last date written below.

MADISON COUNTY BOARD OF SUPERVISORS

GARVER, LLC

By: _____
Signature

By: *Nick J. Altobelli*
Signature

Name: _____
Printed Name

Name: *Nick J. Altobelli*
Printed Name

Title: _____

Title: *Senior Project Manager*

Date: _____

Date: *9/30/2020*

Attest: _____

Attest: *Wayne J. ...*



APPENDIX A (SCOPE OF SERVICES)

1.1 Garver shall provide the following Construction Phase Services:

- A. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
- B. 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.
- C. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- D. Review the Contractor's progress payment requests regarding the actual quantities of contract items completed and accepted by the Owner. Garver's review of the payment requests shall not be a representation that Garver has made any 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.
- E. Prepare and furnish record drawings.
- F. Provide part-time resident construction observation services for the 150-calendar-day construction contract performance time. The proposed fee for the part-time observation is based on approximately 1.5 hours per day, 5 days per week, during the 150-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.
- G. 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.
- H. Participate in final project inspection, prepare punch list, review final project closing documents, and review the final pay request.

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

- A. Consult with and advise the Owner during the construction period.
- B. Maintain a file of test reports, certifications, shop drawings and submittals, and other appropriate information for the construction.
- C. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- D. Maintain a project diary which will contain information pertinent to each site visit.



The proposed fee for Construction Phase Services is based on a 150-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.

Resident Project Representative (RPR) will be authorized to inspect all work and materials. The inspection may extend to all parts of the work and to the preparation, fabrication, or manufacture of the materials. The RPR will not be authorized to alter or waive the provisions of the Contract, to issue instructions contrary to the plans and specifications, or to act as foreman for the Contractor.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) 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 him 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.

1.3 Construction materials engineering and testing services will be provided by Garver's subconsultant Terracon Consultants, Inc..