

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

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MEMORANDUM

December 27, 2021

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: Work Order #6 with Garver
Deweese Road

The Engineering Department recommends approval of this Work Order #6 under the Master Services Agreement with Garver for design services in support of upgrades to Deweese Road from the roundabout to Stribling Road for a fee not to exceed \$26,000.00



**Work Order No. 6
to the
Master Agreement
For
Professional Services
Madison County Board of Supervisors
Project No. 21T30030**



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 to **widen Dewees Road from the roundabout to Stribling Road.**

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 if needed. 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
Surveys	\$7,000.00	LUMP SUM
Preliminary Design	\$7,800.00	LUMP SUM
Final Design	\$10,000.00	LUMP SUM
Bidding Services	\$1,200.00	LUMP SUM
TOTAL FEE	\$ 26,000.00	

The lump sum amount to be paid under this Work Order is \$26,000.00. 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, 2022.

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: *[Signature]*
Signature

Name: _____
Printed Name

Name: *Nick J. Attobelli*
Printed Name

Title: _____

Title: *Senior Project Manager*

Date: _____

Date: *11/18/2021*

Attest: _____

Attest: *[Signature]*



**APPENDIX A
(SCOPE OF SERVICES)**

1.1 Garver shall only provide the following Design Phase Services:

- A. Topographic surveys to establish existing grades and utility locations. The Consultant will provide sufficient control and bench marks for construction.
- B. Develop a set of grading plans to widen Dewees Road (at least 2-feet) to one side and design ditches that will provide positive drainage. The proposed typical section will ideally provide 11 foot lanes and 4 foot shoulders.
- C. Coordinate with the County any utility conflicts that might need to be relocated.
- D. The plans will include Title Sheet, General Notes, Typical Sections, Erosion Control Plans, Plan and Profile Sheets, Typical Special Design Sheets and Cross Sections.
- E. Participate in one review meeting with the client to get approval on the preliminary design prior to proceeding with final design.