



EXHIBIT A

WORK ORDER NO. 9

CITY OF BAY CITY

WWTP Construction Management & Inspection

Project No. 20W09157

This WORK ORDER (“Work Order”) is made by and between the **City of Bay City** (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 October 27, 2020 (the “Agreement”).

Under this Work Order, the Owner intends to use construction management services for the Bay City WWTP Improvement project.

The scope of services generally includes professional services necessary for the construction administration, construction observation, keeping record drawings, startup, and other services as noted in Appendix A for the City of Bay City (COBC) improvements to the Bay City Wastewater Treatment Plant (WWTP), the Cottonwood Lift Station rehabilitation and trunk sewer rehabilitation.

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

1. SCOPE OF SERVICES

1.1. Refer to APPENDIX A – SCOPE OF SERVICES.

2. PAYMENT

2.1. The lump-sum amount to be paid under this Agreement is \$1,896,254.00. For informational purposes, a breakdown of Garver’s estimated costs is included in APPENDIX B – FEE SUMMARY.

3. APPENDICES

3.1. The following Appendices are attached to and made a part of this Work Order:
Appendix A – Scope of Services
Appendix B – Fee Summary



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.

CITY OF BAY CITY

GARVER, LLC

By: _____
Signature

By: D. N. Olson
Signature

Name: Robert K. Nelson
Printed Name

Name: Daniel N. Olson, P.E.
Printed Name

Title: Mayor

Title: Vice President

Date: _____

Date: 07/15/2022

Attest: _____

Attest: Bianna 

APPENDIX A – SCOPE OF SERVICES

General

Generally, the scope of services includes construction administration and resident project representative (RPR) services for the **Bay City Wastewater Treatment Plant Improvements**. Construction will consist primarily of site clearing and grading, modifications to the existing influent lift station, repairs and/or upgrades to the main trunk sewer, the Cottonwood Lift Station, and the wastewater treatment plant (headworks, aeration basins, clarifiers, disinfection, sludge processing, and appurtenances). Anticipated construction durations at each location are assumed to be:

Location	Estimated Duration
Wastewater Treatment Plant	104 Weeks
Cottonwood Lift Station	48 Weeks
Main Trunk Sewer	12 Weeks

1. Construction Administration

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

- A. Prepare, attend, and conduct the pre-construction meeting with the selected Contractor.
- B. Attend monthly progress/coordination meetings with the Owner/Contractor.
- C. Review submittals from the Contractor to ensure that they conform with the project specifications and intent of the design. It is anticipated that there will be approximately 250 material submittals for review. Submittal reviews are subject to 1 resubmittal before Garver may opt to bill the Contractor for additional review time if deemed necessary.
- D. Review Contractor's Requests for Information (RFIs) and respond per the project specifications. This scope assumes up to 75 RFIs over the duration of the project.
- E. Perform reviews of the Contractor's progress schedules for contract adherence, best practices, and accuracy in progress for reporting of estimated completion. Evaluate potential impacts to project schedule as submitted by the Contractor and provide support to the Owner in the evaluation of Contractor claims.
- F. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. Garver will review change order proposals by the Contractor and make a recommendation to the City on need, pricing, and any schedule changes that may be associated with the change orders.
- G. If redesign or substantial engineering or surveying is required, as directed by the Owner, 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 submit final pay request.

2. Resident Project Representative

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

- A. Establish and utilize a Project Management Information Systems (PMIS) accessible by Garver, the Owner, the Engineer of Record, and the Contractor. The PMIS shall establish a document control structure and facilitate contract correspondence, submittal reviews, RFIs, and other processes as needed to support the project.
- B. Consult with and advise the Owner during the construction period.
- C. Provide full-time resident construction inspection services for the **730**-calendar-days construction

contract performance time.

- D. Coordinate with the firm providing construction materials quality assurance testing under a separate contract with the Owner.
- E. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information. This information will be uploaded to the PMIS system and maintained for the duration of the project.
- F. Maintain a project diary that will contain information pertinent to each site visit.
- G. Review the Contractor's progress payment requests 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.
- H. Ensure that the Contractor maintains a set of working as-built drawings for use in final record drawings. Garver will review working drawings on a monthly basis as part of the pay application approval process.
- I. Observe work in place by the Contractor to ensure that work is in conformance with the project plans, specifications, and submittal documents. Notify the Contractor of any work deemed substandard and operate in the best interest of the Owner.

The proposed fee for Construction Phase Services is based on a 730-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 inspection 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.

3. Startup & Commissioning

- A. Provide plant/system startup assistance services as needed. This scope of services assumes a total of 30 days for startup/commissioning support by one full-time equivalent (FTE).

Project Deliverables

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

- 1. Monthly Updated Submittals Log.
- 2. Shop Drawing Submittal Review Responses.
- 3. RFI Responses.
- 4. Change Order Review Responses
- 5. Punch List
- 6. Meeting Agenda, Meeting Notes.
- 7. One hard copy set of Record Drawings.
- 8. Electronic files as requested.

Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Submittals or deliverables in addition to those listed herein.
2. Additional design outside the scope of the project.
3. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit an SWPPP to TCEQ.
4. Construction materials testing (to be provided by a materials testing company contracted directly with the City).
5. Warranty Services after the construction period.

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

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:

Phase Description	Calendar Days
Construction Phase Services	730 calendar days from Notice to Proceed

APPENDIX B - LEVEL OF EFFORT (LOE)

CITY OF BAY CITY

WWTP Improvements - Construction Phase Services

LUMP SUM FEE SUMMARY

Basic Services Section	Level of Effort
TASK 1 - Construction Administration (104 Weeks)	\$ 994,867
TASK 2 - Resident Project Representative (104 Weeks)	\$ 844,235
TASK 3 - Startup & Commissioning (30 Days)	\$ 57,152
Subtotal for Basic Services Section	\$ 1,896,254
Total All Services	\$ 1,896,254