



EXHIBIT A

WORK ORDER NO. 6

CITY OF BAY CITY

Mockingbird Water Plant Design and Construction Phase Services Project No. 21W09070

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 make the following improvements for **Bay City Mockingbird Water Plant Design and Construction Phase Services**:

Generally, the scope of services generally includes preparing detailed design, bidding and construction phase services for new electrical improvements at the Mockingbird Water Plant. The detailed design and construction phase services will be for demolishing the existing electrical building, installation of new electrical building and system, installation of natural gas generator, and installation of site lighting.

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 \$235,058.00. 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: 12/14/2021

Attest: _____

Attest: Bianna 

APPENDIX A

SCOPE OF SERVICES

City of Bay City, Texas

Mockingbird Water Plant – Electrical Improvements

Project No. – 21W09075

BACKGROUND

The City of Bay City, Texas (“City”) has selected Garver (“Engineer”) to provide professional services necessary for design, bidding and construction administration services for new electrical improvements at the Mockingbird Water Plant. This scope of work consists of the preliminary, final design, and construction phase services for this effort. The preliminary design phase will include development of conceptual layouts to serve as the basis of design for upgrades and the final design phase will be performed to develop construction documents for the proposed electrical improvements.

The Mockingbird Water Plant design services is anticipated to provide detailed design of the following items for the Mockingbird Water Plant:

1. Demolition of existing electrical system, building, diesel engine generator, and generator fuel tank.
2. Coordination with local electric utility and installation of new electrical service entrance.
3. Installation of new electrical system to include, but not limited to the following: main disconnect, motor control center, low voltage transformer, control panel, and lighting panel.
4. Coordination with local natural gas utility for installation of new natural gas line to site for new natural gas generator.
5. Installation of new natural gas generator with sound attenuating weatherproof enclosure and automatic transfer switch.
6. Installation of new pre-cast concrete building with HVAC system.
7. Installation of site lighting to cover all related equipment.

SCOPE OF WORK

Generally, the scope of services includes assessing each water plant owned and maintained by the City and preparing a technical memorandum for the City. The technical memorandum will focus on the assessing the existing conditions based on visual inspection and third-party performance testing of the water wells.

A. Task I - Project Administration

1. Engineer will attend one kickoff meeting to discuss project objectives, internal and external team member roles and responsibilities, communication protocols, document management protocols, and schedule.
2. Engineer will develop a Project Management Plan and Quality Control/Assurance Plan.
3. Engineer will prepare and provide monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

B. Task II – 50% Design Deliverable

1. Garver to visit site, meet with operators and conduct field investigation.

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2. Prepare 50% design drawings for one construction contract.
3. Garver will develop a list of technical specifications and develop preliminary front-end documents. Garver will utilize the Engineers Joint Council Documents Committee (EJCDC) standard documents as a base for developing the project's front-end documents. EJCDC's standard General Conditions shall be utilized with edits being provided by the Supplemental Conditions.
4. Prepare an estimate of construction quantities and develop an AACE Class 4 preliminary opinion of probable construction cost (OPCC).
5. Garver to conduct QA/QC of 50% Design based on the Project Management Plan.
6. 50% Design Workshop with the City.

C. Task IV – 90% Design Deliverable

1. During the Final Design (90%) phase of the project, Garver will incorporate the comments from the 50% reviews to complete the design.
2. Prepare 90% Design drawings for one construction contract.
3. Prepare a specification book including any technical specifications needed for the project, draft bid item description narrative, and bid item schedule. EJCDC's standard General Conditions shall be utilized with edits being provided by the Supplemental Conditions.
4. Prepare an estimate of construction quantities and develop an AACE Class 3 preliminary opinion of probable construction cost (OPCC).
5. Garver to conduct QA/QC of 90% Design based on the Project Management Plan.
6. 90% Design Workshop with the City.

D. Task V – Bid-Ready Design Deliverable

1. During the Contract Documents (100%) phase of the project, Garver will incorporate the comments from the 90% reviews to create the biddable design documents.
2. Finalize specification book and special conditions, if any. The Contract Documents will consist of drawings and specifications that set forth requirements for construction of the improvements and shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by the Owner to competitively bid the work.
3. Finalize construction quantities and prepare final OPCC (AACE Class 2).
4. Garver to conduct QA/QC of Bid-Ready Construction Package based on Project Management Plan.

E. Task VI - Bidding Services

1. Bidding Assistance will include the following efforts:
 - a. Prepare and submit Advertisement for Bids to the City for newspaper publication as directed by the Owner. The owner will submit to the newspaper and will pay advertising costs outside of this contract.
 - b. Post advertisement for bids, construction contract documents, and any associated information to the Owner to be posted by Garver on its Website for download by prospective bidders.
 - c. Support the contract documents by preparing addenda as appropriate.

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- d. Prepare for and participate in one pre-bid meeting.
- e. Prepare a pre-bid meeting agenda.
- f. Participate and lead a construction site tour following the pre-bid meeting by interested pre-bid meeting attendees and other interested parties.
- g. Attend the bid opening.
- h. Prepare bid tabulation.
- i. Evaluate bids and recommend awards.
- j. Attend and participate in reporting recommendation of award to Owner Council.
- k. Prepare construction contracts.
- l. Prepare conformed documents.

F. Task VII - Construction Phase Services

- 1. Attend an additional ten monthly progress/coordination meetings with the Owner/Contractor.
- 2. Evaluate and respond up to 20 construction material submittals and shop drawings relevant to this scope of services. 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.
- 3. Issue up to five instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents related to this scope of services.
- 4. Review the up to five Contractor's progress payment requests based on the actual quantities of contract items completed, 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.
- 5. When authorized by the Owner, prepare up to two (2) 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.

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The proposed fee for Construction Phase Services is based on an increase of **300 calendar-days** to the construction contract performance time. If the construction time extends beyond the time established, 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 phase 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.

DELIVERABLES

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

1. Electronic copy (pdf) of the 50% drawings and specification list with OPCC.
2. Electronic copy (pdf) of the 90% drawings and specifications with OPCC.
3. Electronic copy (pdf) of the bid-ready submittal.
4. Electronic copy (pdf) of the Final Plans and Specifications to the Contractor.
5. Two hard copies of executed contract documents
6. Electronic copy (pdf) of approved shop drawings/submittals from the Contractor.
7. Electronic files as requested.

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EXTRA WORK

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

1. Site Topographic Survey;
2. Subsurface Utility Engineering Survey;
3. Geotechnical Investigation;
4. Environmental Site Assessment
5. Hydrogeologic Assessment
6. Storm Water Pollution Prevention Plan (SWPPP);
7. Design of any utilities relocation.
8. Construction materials testing.
9. Services after construction, such as warranty follow-up, operations support, etc.
10. SCADA design or programming services of any kind.
11. Arc flash or other power system studies.
12. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
13. Submittals or deliverables in addition to those listed herein.

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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
Kick-off Meeting	14 days from Notice to Proceed
Deliver 50% Submittal Package	45 days from Kick-off Meeting
50% Submittal Review Workshop	14 days from delivery of 50% Submittal
City to complete Geotechnical Services for new electrical building	30 days from 50% Submittal Review Workshop
Deliver 90% Submittal Package	45 days from receipt of 50% Submittal Review Comments from City
90% Submittal Review Workshop	14 days from delivery of 90% Submittal
Deliver Bid-Ready Package	30 days from receipt of 90% Submittal Review Comments from City

*Note: for planning purposes, 14 days are assumed for City review from receipt of a DRAFT submittal until comments are expected to be received.

APPENDIX B

City of Bay City, Texas

Mockingbird Water Plant Design and Const. Phase Services

FEE SUMMARY

Basic Services Section	Estimated Fees
TASK I - Project Administration	\$ 25,848.00
TASK II - 50% Design	\$ 57,676.00
TASK III - 90% Design	\$ 67,876.00
TASK IV - Bid-Ready Design	\$ 28,912.00
TASK V - Bidding Services	\$ 8,458.00
TASK VI - Construction Phase	\$ 46,288.00
.	\$ -
Subtotal for Basic Services Section	\$ 235,058.00