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www.GarverUSA.com

COF Contract No. 2015-0058
EXHIBIT A



December 16, 2014

Mark Hilty, PE
Water Director
City of Franklin Water Department
109 3rd Avenue South, Suite 103
Franklin, TN 37064

Re: Proposal for Engineering Services
Fieldstone Farms Pump Station No. 1 – Construction Phase Services

Dear Mark:

Per our earlier discussions, Garver is pleased to provide this proposal for engineering services to perform construction phase services on the above referenced project. The proposed scope of work is included herein along with Garver's current standard hourly rate schedule. We trust that the presented scope meets your needs in performing construction phase services on the project.

We propose to provide these services on a time and materials fee, with a not-to-exceed amount as indicated in the scope document (including expenses). We assume that the scope document will be added to Franklin's standard contract as an appendix. At this time, we do not anticipate utilizing any sub-contractors on this project. Construction materials testing and geotechnical engineering required as part of this project are not included within this scope but are strongly recommended as part of the construction project.

Please feel free to call our office if you have any questions regarding this proposal or need additional information. We appreciate the opportunity to be of service to the City of Franklin.

Regards,

GARVER

Kevin Mullins, PE
Sr. Project Manager

Attachments: Attachment A – Scope of Services
Attachment B – 2015 Hourly Rate Schedule



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Scope of Services For Construction Phase Services Fieldstone Farms No. 1 Pump Station Rehabilitation and Safety Improvements

Purpose

The scope of services documents the understanding of Garver for the construction phase services required to provide engineering and consulting assistance during the construction phase of the Fieldstone Farms No. 1 Pump Station. Garver recently completed design and bidding assistance on the pump station. This document will serve as Attachment A to the Professional Services Agreement (Agreement) between the City of Franklin, TN (City) and Garver (Consultant).

Project Understanding

Garver was contracted with the City of Franklin to design and provide bidding assistance on the Fieldstone Farms No. 1 Pump Station. Upon bidding the project, Garver reviewed all prospective bids and recommended award of the project to the lowest responsive and responsible bidder, JS Haren.

Garver understands that the City would like us to provide construction phase services on the project. More specifically, we propose to accomplish the following:

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

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Prepare for and attend utilities coordination meeting.
3. Attend progress/coordination meetings with the Owner/Contractor.
4. 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.

5. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
6. 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.
7. Maintain a set of working drawings and prepare and furnish record drawings.
8. Provide part-time resident construction observation services for the 365-calendar-day construction contract performance time. The proposed fee is based upon the following:
 - 10 weeks (40 hours) of on-site resident observation
 - 1 visit per week (52 weeks) for a resident construction observer. Estimated duration of this visit including travel from Garver's Franklin office is 4 hours.

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.

9. Provide up to 8 hours of survey crew time for field checking quantities, contractor's layout, etc.
10. 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.
11. 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 Owner.
- 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(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.

Extra Work

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. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
5. Construction materials testing.
6. Geotechnical engineering.
7. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
8. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
9. Services after construction, such as warranty follow-up, operations support, etc.
10. Permitting related to emissions or fuel storage.

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

Schedule

We will begin work upon notice to proceed and will accomplish the work within the general contractor's 365 day schedule on the project.

Payment Terms

For work described under the Scope of Services, the City will pay Garver a total not to exceed amount of \$196,000.00. The City intends to pay Garver from its Water Department

Funds and represents that funds are available to pay Garver, or funds will be borrowed from another source 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 City will pay Garver, for time and materials spent on the project, at the attached rates (Appendix B). Garver has included an estimated amount of materials in the NTE amount indicated above.

Garver agrees to complete these services for this amount, unless the fee is amended as a result of a change to the Scope of Work or Time of Performance.



APPENDIX B
Fieldstone Farms PS #1 Rehab & Safety Improvements
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1.....	\$ 94.00
E-2.....	\$ 108.00
E-3.....	\$ 132.00
E-4.....	\$ 153.00
E-5.....	\$ 187.00
E-6.....	\$ 234.00
M-1.....	\$ 300.00
Planners / Environmental Specialist	
P-1.....	\$ 113.00
P-2.....	\$ 141.00
P-3.....	\$ 180.00
Designers	
D-1.....	\$ 87.00
D-2.....	\$ 102.00
D-3.....	\$ 122.00
D-4.....	\$ 141.00
Technicians	
T-1.....	\$ 68.00
T-2.....	\$ 87.00
T-3.....	\$ 105.00
Surveyors	
S-1.....	\$ 42.00
S-2.....	\$ 55.00
S-3.....	\$ 75.00
S-4.....	\$ 107.00
S-5.....	\$ 141.00
S-6.....	\$ 161.00
2-Man Crew (Survey).....	\$ 172.00
3-Man Crew (Survey).....	\$ 214.00
2-Man Crew (GPS Survey).....	\$ 192.00
3-Man Crew (GPS Survey).....	\$ 234.00
Construction Observation	
C-1.....	\$ 83.00
C-2.....	\$ 106.00
C-3.....	\$ 130.00
C-4.....	\$ 159.00
Management/Administration	
M-1.....	\$ 300.00
X-1.....	\$ 54.00
X-2.....	\$ 73.00
X-3.....	\$ 102.00
X-4.....	\$ 139.00