

RESOLUTION NO. 33-2024

**A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING TASK ORDER NO. 1 BETWEEN THE CITY OF CLINTON AND GARVER, LLC.**

**WHEREAS**, on March 20, 2024 the City of Clinton approved an Agreement with Garver, LLC for engineering consulting services for wastewater projects; and

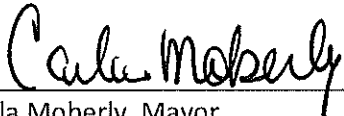
**WHEREAS**, the City desires to issue Task Order No. 1 for the evaluation and design of new screening and grit removal facilities;

**NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:**

**Section 1.** Task Order No. 1 (Exhibit A) is hereby approved.

**Section 2.** The City Administrator is hereby authorized to execute said Task Order on behalf of the City of Clinton.

Read and passed this 17<sup>th</sup> day of December, 2024.

  
\_\_\_\_\_  
Carla Moberly, Mayor

ATTEST

  
\_\_\_\_\_  
Wendee Seaton, City Clerk



**TASK ORDER NO. 1**

**Clinton Wastewater Treatment Plant Screening and Grit Removal Improvements**

This Proposal for Services ("PROPOSAL") pertains to an Engineer Services Agreement by and between the City of Clinton, ("CITY"), and Garver, LLC ("ENGINEER"), dated March 20, 2024, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Proposal shall not be binding until it has been signed by both parties. Upon execution, this Proposal shall supplement the Agreement as it pertains to the project described below. All terms of the Agreement shall apply to this Proposal.

PROPOSAL FOR SERVICES: **No. 1**

PROJECT NAME: Clinton Wastewater Treatment Plant Screening and Grit Removal Improvements

**PART 1.0 PROJECT DESCRIPTION**

The planned improvements include the evaluation and design of new screening and grit removal facilities.

**PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:**

See attached Scope of Services: EXHIBIT A

**PART 3.0 FEE ESTIMATE**

The total price for service to be performed may not exceed One hundred eighty-eight thousand, four hundred forty-three dollars (\$188,443.00), per attached EXHIBIT B, except by amendment.

This Proposal for Services is executed this 23rd day of December, 2024.

OWNER:  
City of Clinton

ENGINEER:  
Garver, LLC

BY:

Christina A. Maggi

BY:

Mary Elizabeth Mach

NAME:

Christina A. Maggi

NAME:

Mary Elizabeth Mach

TITLE:

City Administrator

TITLE:

Vice President

ADDRESS:

105 E. Ohio

ADDRESS:

7509 NW Tiffany Springs Pkwy

Clinton, MO 64735

Ste. 200

Kansas City, MO 64153

## **EXHIBIT A – SCOPE OF SERVICES**

GARVER agrees to perform basic engineering services in connection with the Clinton Wastewater Treatment Plant Screening and Grit Removal Improvements. Generally, the scope of services includes surveying, geotechnical coordination, record research coordination, utility locate coordination, design services. The planned improvements include the evaluation and design of new screening and grit removal facilities to generally include the following:

- (a) Influent Screening
  - 1) Evaluate screen replacement versus changing screen to expand capacity and upon owner's selection design screening solution at existing headworks.
- (b) Influent Grit Removal
  - 1) Evaluate existing chain and flight grit removal system versus new vortex-type grit facility for grit removal.
  - 2) Upon owner's selection design selected grit removal facility.

### **1. TASK 1 - PROJECT MANAGEMENT**

- 1.1. Develop a project management plan, including project objectives, project deliverables, project communication protocol, project schedule, project documentation, and work plan.
- 1.2. GARVER will prepare for and conduct a project kickoff meeting with the Owner. The kickoff meeting will include the following:
  - (a) Prepare and present a request for information to the Owner prior to the project kickoff meeting.
  - (b) Discuss and confirm goals and desired outcomes of the project with the Owner's staff, management, and other involved agencies.
  - (c) Prepare kickoff meeting minutes that document discussions and action items.
- 1.3. GARVER will also perform the following:
  - (a) Coordinate with team members (including geotechnical and survey if required) during planning stages.
  - (b) Conduct internal reviews of deliverables with the comments incorporated prior to delivery to Owner.
  - (c) Provide project planning and scheduling including meeting with Owner as required to coordinate the planning and scheduling tasks of the project.
  - (d) Provide the Owner with monthly project status reports including progress on work tasks and schedule throughout the project.
  - (e) Submit to the Owner detailed monthly invoices.

### **2. TASK 2 - SURVEY**

- 2.1. Garver's subconsultant will perform the following tasks for the new grit facility:
  - (a) Garver's subconsultant will provide field survey data for designing the project, and this survey will be tied to the Owner's control network. The extents of the survey are defined in Exhibit 1 attached hereto
  - (b) Garver's subconsultant will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, for the entire plant property and outfalls.

- (c) Garver's subconsultant will provide topographic survey. Garver's subconsultant will locate visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site.
- (d) Garver's subconsultant will, for property surveying, locate existing monumentation representing property boundaries, right of way and/or easements based on record data which will be provided by an abstractor. Any easement exhibits that need to be developed for the project are not included in this scope of services. Any easements necessary to be purchased for the work will be paid for by the Owner.
- (e) As detailed further in Task 3, Garver will locate the contracted number of geotechnical investigations borings.

### **3. TASK 3 - GEOTECHNICAL COORDINATION**

Owner will provide GARVER access to Owner's geotechnical reports and/or consultant and GARVER will direct the location of borings necessary for design development to the Owner. GARVER will also list the required lab tests needed for each boring. Owner will pay for geotechnical services directly, separate from this Agreement. GARVER will stake up to ten locations for geotechnical borings.

### **4. TASK 4 - PRELIMINARY DESIGN**

The Preliminary Design phase submittal will include a preliminary design report documenting the design criteria, and an opinion of probable construction cost (OPCC) within -30% to +50% accuracy range of expected construction cost. The preliminary design report (PDR) will be organized using a series of Design Information Memorandums (DIMs). The PDR will include the following sections:

- DIM 0 – Executive Summary
- DIM 1 – Overall Project Design Criteria
- DIM 2 – Influent Screening
- DIM 3 – Grit Removal

The preliminary design phase will represent approximately 25 percent of final construction contract plans. This submittal will not include drawings, technical specifications or "front end" contract documents.

#### **4.1. Preliminary Design Workshop**

Following submission of the draft Preliminary Design Report, GARVER will lead and participate in a workshop. The workshop will be held at the Owner's office and major items of discussion will include:

- (a) Review of the screen evaluation and determination on screen replacement or screen alteration.
- (b) Review of the grit removal evaluation and determination on chain and flight replacement or addition of new Vortex-induced grit removal facility.

Owner comments will be discussed during this Preliminary Design Workshop. Garver will incorporate comments agreed to by Owner and GARVER from the Preliminary Design in the final PDR and the Final Design. GARVER will prepare meeting minutes of the discussion items and comments from the workshop.

#### **4.2. Deliverables**

This task will include the following deliverables:

1. PDF format of Draft and Final Preliminary Design Report.

2. Two (2) hard copies of Final Preliminary Design Report.
3. PDF format of the Preliminary Design Workshop Meeting Minutes

## **5. TASK 5 - FINAL DESIGN**

During the final design phase of the project, GARVER will conduct final designs to prepare construction plans and specifications for one (1) construction contract, including final construction details, final quantities, special provisions, and OPCC. The final design phase is anticipated to have two major submittals: a 50% and 100%, and a design progression allowance, bidding contingency, and escalation to midpoint of construction will be included in the OPCC and based upon the level of design.

### **5.1. Drawings and Specifications**

Based upon the results of the approved preliminary design by the Owner, GARVER will develop the detailed plans and specifications as a part of the Final Design for a single construction contract.

### **5.2. MDNR Construction Permit**

GARVER will prepare and submit an MDNR NPDES Permit Application for a construction permit only. The Owner is responsible for any costs associated with the MDNR Construction Permit.

### **5.3. Design Submittal Workshops**

GARVER will lead a review workshop for each of the two (2) final design phases: 50% and 100%. These workshops will be held virtually to solicit comments and feedback from the Owner.

### **5.4. Deliverables**

This task will include the following deliverables:

- (a) PDF copies at 50% & 100%
- (b) 50% plans, specifications, and OPCC:
  - 1) Three (3) hard copies of specifications and three (3) half size drawings to the Owner.
- (c) 100% plans, specifications, and OPCC:
  - 1) Five (5) hard copies of specifications, three (3) half size drawings, two (2) full size drawings, and one (1) PDF to the Owner.
  - 2) One (1) copy of specifications, one (1) full size drawing set, and one (1) PDF of each to MDNR. If MDNR provides comments, plans and specifications will be updated and resubmitted up to one (1) time.

## **6. EXTRA WORK**

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

- (a) Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- (b) Submittals or deliverables in addition to those listed herein.
- (c) Property line monumentation, including preparation of a survey plat, lot line adjustment, and lot split.
- (d) Geotechnical services, beyond coordination.
- (e) Bidding or construction phase services
- (f) Construction materials testing

- (g) US Army Corps of Engineers, US Fish and Wildlife, and Department of Missouri Heritage permitting and coordination beyond initial clearance letters and requirement determinations for the Construction Contract (including but not limited to archeological work, threatened and endangered species surveys, wetland mitigation, Section 404 permitting, asbestos and lead sampling, and soil and water sampling).
- (h) MDNR permitting beyond obtaining a construction permit, including NPDES discharge permit renewal.
- (i) Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- (j) City of Clinton permitting, beyond informal review and approval.
- (k) Alternative Project Delivery ("Design-Build"), including pre-purchasing bids.
- (l) Operations Training, outside the specification requirements for equipment provided by the Contractor.
- (m) MDNR public meetings.
- (n) Receiving Stream Modeling.
- (o) Coordination with funding agencies.

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

**7. 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
Task 1 – Project Management	Project Duration
Task 2 - Survey	60 days from Owner Selection of Grit Alternative if required
Task 3 – Geotechnical Coordination	60 days from Owner Selection of Grit Alternative if required
Task 4 – Preliminary Design	45 days after Notice to Proceed
Task 5 – Final Design – 50% Submittal	60 days from Owner approval of Task 4 Preliminary Design
Task 5 – Final Design – 100% Submittal	60 days after Owner approval of Task 5 – Final Design – 50%.

## EXHIBIT B

Clinton, MO

### Clinton WWTP Screening and Grit Removal Improvements

#### FEE SUMMARY

<b>Basic Services Section</b>	<b>Estimated Fees</b>
TASK 1 - PROJECT MANAGEMENT AND	\$ 27,402.00
TASK 2 - SURVEY	\$ 10,617.00
TASK 3- Geotechnical Coordination	\$ -
TASK 4 - Preliminary Design	\$ 54,481.00
TASK 5 - Final Design	\$ 95,943.00
<b>Subtotal for Basic Services Section</b>	<b>\$ 188,443.00</b>
<b>Additional Services Section</b>	<b>Estimated Fees</b>
TASK (Number - Description)	\$ -
<b>Subtotal for Additional Services Section</b>	<b>\$ -</b>
<b>Total All Services</b>	<b>\$ 188,443.00</b>

Fee Type