RESOLUTION NO. 06-2025

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING TASK ORDER NO. 2 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. 2 for Construction Phase Services for Wastewater Treatment Plant Improvements;

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

Section 1. Task Order No. 2 (Exhibit A), not to exceed Three Hundred Thirty-Eight Thousand Dollars and Zero Cents ($338,000.00), 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 15th day of April, 2025.

Carla Moberly

Carla Moberly, Mayor

ATTEST

Wendee Seaton

Wendee Seaton, City Clerk

THE CITY OF CLINTON MISSOURI GREAT PEOPLE, BY NATURE

TASK ORDER NO. 2

Construction Phase Services for Wastewater Treatment Plant Improvements
Clinton, MO

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. 2**

PROJECT NAME: Construction Phase Services for Wastewater Treatment Plant Improvements - Clinton, MO

PART 1 PROJECT DESCRIPTION

1. Construction Administration including responding to RFI's on the City's behalf, preparing change orders for City Approval, and attending progress meetings.
2. Resident construction observation including full time observation, attending the preconstruction meeting and progress meetings, reviewing billings, maintaining project files, attending the final walk through and coordinating the completion of the punch list with the contractor.

PART 2 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:

See attached Scope of Services Exhibit A.

PART 3 FEE ESTIMATE

The estimated fee for services to be performed may not exceed three hundred thirty-eight thousand dollars ($338,000) and will be based on hourly fees plus expenses, per attached Exhibit B, except by amendment.

Exhibit A – SCOPE OF SERVICES

GARVER agrees to perform Construction Phase Services in connection with the Clinton Wastewater Treatment Plant Improvements. Generally, the scope of services includes attending the Preconstruction Meeting, Resident Construction Observation, perform Substantial Completion inspection, document punchlist work, and attend Final Inspection.

1 TASK 2 – CONSTRUCTION PHASE SERVICES

1.1 Construction Administration

Construction administration provided by Garver, is limited to the following items:

A. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to up to 10 RFIs) regarding the construction contract documents.
B. When authorized by the Owner, prepare up to five (5) change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying on documents Garver did not create is required in the preparation of change order documents, the Engineer of Record shall be responsible for the additional work.
C. Attend up to eight (8) virtual progress meetings.

Additional construction administration is to be provided by the Engineer of Record for the design (by Others). Review of submittals, shop drawings, design calculations, and the preparation of Record Drawings following completion of construction are to be performed by Others and are therefore not included in this scope of services.

1.2 Resident Construction Observer

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

A. Attend the Pre-Construction conference.
B. Attend up to eight (8) progress meetings.
C. Consult with and advise the Owner during the construction period.
D. Coordinate with the firm providing construction materials quality control testing.
E. 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.
F. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
G. Maintain a project diary which will contain information pertinent to each day's production, manpower, and equipment on-site.
H. Maintain a set of working field drawings and prepare and furnish record drawings that incorporate major deviations, change orders, RFI's etc. Garver will practice due diligence to ensure changes can be tracked and will incorporate known changes and any changes indicated by the contractor. Confirm changes are reflected in the final closeout paperwork. Provide full-time resident construction observation services for the actual on-site construction activities.
I. Attend the final walk through with the Owner and Contractor to generate a Final Punchlist.

J. Coordinate with the Contractor to be on-site when the Punchlist work is complete for acceptance inspection purposes.

1.3 Construction Duration

The proposed fee is based on an estimated 42 hours per week, for a duration of 33 weeks up until substantial completion and 44 hours total during the 30-day up until final completion. 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.

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.

1.4 Deliverables

A. Weekly summary of work completed by the contractor.
B. Weekly hours and per diem charged by the Resident Inspector.
C. PDFs of the daily observation reports.
D. Copies of any material test reports.
E. Redline (handwritten) record field drawings.

1.5 Extra Work

The following items are not included under this Agreement but 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. Design of any utility relocations.
D. Retaining walls or other significant structural design.
E. Street lighting or other electrical design.
F. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to MDNR.
G. Construction materials testing.
H. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
I. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
J. Services after construction, such as warranty follow-up, operations support, etc.
K. Services necessitated by errors, omissions, or inaccuracies in information provided or specified by Owner or a separate consultant of Owner, including the Contractor(s).
L. Construction Phase Services not explicitly outlined as a part of this task order.
M. CAD generated record drawings.

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

1.6 Schedule

Garver shall begin work under this task order within ten (10) days of the Notice to Proceed. All work under this task order shall be completed within 275 calendar days.

Exhibit B

Clinton, MO
Construction Phase Services - WWTP Improvements

FEE SUMMARY

Basic Services Section	Estimated Fee (Hourly Fee + Expenses)	
Construction Administration	$	25,000.00
Resident Construction	$	313,000.00
Subtotal for Basic Services	**$**	**338,000.00**
Total All Services	**$**	**338,000.00**



Rates Schedule
Clinton, MO
Task Order No. 2

Classification	Rates
Engineers / Architects	
E-1	$145.00
E-2	$168.00
E-3	$193.00
E-4	$226.00
E-5	$275.00
E-6	$339.00
Planners	
P-1	$175.00
P-2	$219.00
P-3	$272.00
P-4	$304.00
P-5	$343.00
Designers	
D-1	$132.00
D-2	$150.00
D-3	$179.00
D-4	$214.00
D-5	$264.00
Technicians	
T-1	$106.00
T-2	$128.00
T-3	$156.00
T-4	$201.00
Surveyors	
S-1	$65.00
S-2	$86.00
S-3	$116.00
S-4	$165.00
S-5	$209.00
S-6	$243.00
S-7	$288.00
S-8	$363.00
2-Man Crew (Survey)	$251.00
3-Man Crew (Survey)	$314.00
2-Man Crew (GPS Survey)	$310.00
3-Man Crew (GPS Survey)	$385.00

Classification	Rates
Construction Observation	
C-1	$126.00
C-2	$157.00
C-3	$191.00
C-4	$247.00
C-5	$297.00
Resource Specialists	
RS-1	$116.00
RS-2	$154.00
RS-3	$217.00
RS-4	$298.00
RS-5	$373.00
RS-6	$458.00
RS-7	$512.00
Environmental Specialists	
ES-1	$116.00
ES-2	$146.00
ES-3	$187.00
ES-4	$220.00
ES-5	$277.00
ES-6	$355.00
ES-7	$443.00
ES-8	$501.00
Project Controls	
PC-1	$118.00
PC-2	$157.00
PC-3	$200.00
PC-4	$255.00
PC-5	$312.00
PC-6	$403.00
PC-7	$506.00
Management / Administration	
AM-1	$84.00
AM-2	$107.00
AM-3	$149.00
AM-4	$191.00
AM-5	$234.00
AM-6	$303.00
AM-7	$389.00

This Proposal for Services is executed this 16th day of April, 2025.

OWNER:		ENGINEER:	
City of Clinton		Garver, LLC	
BY:	Christina A. Maggi	BY:	Mary E. 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, Suite 200
	Clinton, MO 64735		Kansas City, MO 64153