RESOLUTION NO. 15-2025

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING TASK ORDER NO. 1 - AMENDMENT 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, on December 17, 2024 the City of Clinton approved Task Order No. 1 for the evaluation and design of new screening and grit removal facilities; and

WHEREAS, the City desires to issue Amendment No. 1 to Task Order No 1;

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

Section 1. Task Order No. 1 – Amendment No. 1 (attached), which shall not exceed a total of One Hundred Fifty-Nine Thousand Seven Hundred Dollars and Zero Cents ($159,700.00) is hereby approved.

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

Read and passed this 5th day of August, 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. 1 – AMENDMENT 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: **Amendment No. 1 to Task Order 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. This amendment will add design coordination and construction administration services for the work associated with the screening and grit removal facilities. Design coordination includes coordination with the contractor, while construction administration services covers submittal reviews, additional progress meetings, RFIs and change orders specific to the design under this task, O&M Manual preparation and start up training.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER IN ADDITION TO THE ORIGINAL SCOPE:

See attached Scope of Services: EXHIBIT A

PART 3.0 FEE ESTIMATE

The total price for services to be performed will be hourly not to exceed One hundred fifty nine thousand, seven hundred dollars ($159,700.00), per attached EXHIBIT B, except by amendment.

This Proposal for Services is executed this 8th day of August, 2025.

OWNER:		ENGINEER:	
City of Clinton		Garver, LLC	
BY:	Christina A. Maggi	BY:	DNOlson
NAME:	Christina A. Maggi	NAME:	Daniel N. Olson, PE
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)
AMENDMENT 1 TO TASK ORDER NO. 1

1. GENERAL

Generally, this scope of services is an amendment to the original contract for the Clinton Wastewater Treatment Plant Screening and Grit Removal Improvements in Clinton, MO. It includes coordination with the contractor, submittal review, RFIs, Change Orders, O&M Manual development and training, and construction administration services. The following scope of services will be in addition to the scope of services in the original Task Order No. 1.

2. TASK I - DESIGN COORDINATION

A. Engineer will furnish 50% draft plans and specifications to the contractor for preliminary cost and design coordination. Engineer will schedule one (1) virtual coordination meeting with the contractor and the City to review the documents and discuss any comments or concerns. Engineer will prepare meeting minutes documenting all items discussed and distribute them to all attendees.

B. Engineer will coordinate with the contractor on the prepurchase of major equipment, including bar screen, grit pump, mixer, and classifier, following the 50% review of the plans and specifications, to help expedite construction.

C. Engineer will furnish 100% plans and specifications for inclusion as a change order to the existing Wastewater Treatment Plant Improvements Project. Engineer will schedule one (1) additional virtual coordination meeting with the contractor and the City to review final feedback. Engineer will prepare meeting minutes and distribute them to all attendees.

D. Engineer will incorporate minor design adjustments requested by the contractor or owner, provided they do not materially alter the scope, intent, or performance of the project. Should the contractor propose modifications that result in a significant change to the project scope or significant redesign from value engineering reviews, Engineer will notify the City and request written authorization before proceeding with any additional design services beyond the original scope.

3. TASK II - CONSTRUCTION ADMINISTRATION SERVICES

During the construction phase of work, Engineer will accomplish the following Construction Administration tasks for the Grit and Bar Screen Improvement project:

A. Attend up to six (6) virtual progress/coordination meetings with the Owner/Contractor.

B. Evaluate and respond to up to 35 construction material submittals and shop drawings relating to the Clinton Wastewater Treatment Plant Screening and Grit Removal Improvements project. Corrections or comments made by Engineer 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. Engineer'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, Engineer 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.

C. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to up to fifteen (15) RFIs) regarding the Clinton Wastewater Treatment Plant Screening and Grit Removal construction contract documents.
D. 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 Engineer an additional fee to be agreed upon by the Owner and Engineer.
E. Participate in final Project observation, prepare punch list, review final Project closing documents, and submit final pay request.
F. Provide record drawings incorporating any change orders, field changes, and Contractor revisions.
G. O&M Manual and Startup Training: Engineer will develop an O&M manual for the designed new improvements and conduct an in person classroom training session over two (2) six hour days with Owner's staff covering the O&M Manual. The O&M manual will include the following items for each new process that is scoped for improvements in this project:

    a. Process Description and Flow Diagrams
    b. Equipment Information
    c. Process Control Description
    d. Troubleshooting list
    e. Equipment O&M Information (As submitted by the Contractor)

4. PROJECT DELIVERABLES

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

A. 50% draft plans and specifications to Contractor for cost estimating purposes and procurement of major equipment.
B. 100% plans and specifications to Contractor for official Change Order.
C. One PDF and one hard copy of approved shop drawings/submittals, RFIs and O&M manuals from the Contractor.
D. One hard copy set of Record Drawings and Specifications.
E. Electronic files as requested.

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 or Contractor'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. Services after construction, such as warranty follow-up, operations support.
D. Services necessitated by errors, omissions, or inaccuracies in information provided or specified by Owner or a separate consultant of Owner, including the Contractor(s).
E. Environmental Information Document.
F. Asbestos investigation or remediation plan.
G. Construction materials testing.
H. Full or part time construction observation or inspection
I. Review on monthly contractor pay applications
J. Survey, property boundary survey, easement research services or bathymetric survey outside that identified in this scope of services.

K. Easement coordination or easement documents.
L. SSES, I&I analysis, and/or sewer system survey.
M. Design of improvements off-site.
N. Utility relocation coordination or design.
O. Hydraulics and hydrology for floodway No-Rise Certification and Individual 404 permit.
P. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
Q. Environmental Handling and Documentation beyond a categorical exclusion (CatEx), including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
R. Floodplain delineation and coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
S. Perform work on an application for a new discharge permit or a major permit amendment.
T. Jar Testing Services.
U. Sampling Services.
V. Additional meetings beyond those identified in the scope.
W. Software licenses.

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

6. SCHEDULE

Engineer shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall endeavor to complete the work in accordance with the estimated schedule below:

Phase Description	Estimated Calendar Days
50% Design Coordination	60 days from Owner Approval of Final Design 50% Submittal
100% Design Coordination	30 days from Owner Approval of 100% Design Submittal
Construction Admin Services	270 days from approval of Change Order

Exhibit B

City of Clinton, MO
Amendment 1 - Task Order 1 Wastewater Treatment Plant Screening and Grit Removal Improvements

FEE SUMMARY

Basic Services Section	Estimated Fees
Design Coordination	$ 63,502.00
Construction Administration	$ 96,198.00
Subtotal for Basic Services	**$ 159,700.00**
Total All Services	**$ 159,700.00**