



## *Agenda Commentary*

**Item Title/ Subject:** Contract with Garver Engineering, regarding Housing Plat

**Staff Source:** City Manager, Steve Hewitt

**Date:** Feb. 7, 2012

**History/Background Information:**

The City entered into an agreement with the Robinson Family to develop housing on 10 acres of ground. The agreement requires the City to begin the project development within one year. The first phase of any new development is to have the area platted.

**Item/Subject Summary:**

Staff has reached out to Garver to help with the development of the area. Garver has experience in developing Plats for communities. Once the area is platted the engineering and funding phases can begin.

**Price/Cost:** \$147,500.00 (Fund through Economic Development Funding)

**Recommendation:**

Staff recommends the approval of the contract.

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For Professional Engineering Services  
City of Clinton

In accordance with the Section 2 – SCOPE OF SERVICES of the Master Agreement between OWNER and ENGINEER dated February 7, 2006 (“Agreement”), OWNER and ENGINEER agree as follows:

1. **Specific Project Title:** Clinton 10-acre Residential Development
2. **Description:** The City of Clinton intends to develop a 10-acre site into a residential neighborhood with approximately 1/3 to 1/4 acre lots.
3. **Services of Engineer:** In accordance with the Master Agreement; and:
  - 3.1. Surveys
    - 3.1.1. Design Surveys – Garver will provide field survey data for designing the project, and this survey will be tied to the Owner’s control network. Garver 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, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, 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. Garver will establish control points for use during construction.
    - 3.1.2. Property Surveys – Garver will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver.
  - 3.2. Platting
    - 3.2.1. Preliminary Plat – Garver will prepare a preliminary plat of the 10-acre site subdividing the site into 1/3 acre to 1/4 acre lots. The preliminary plat will identify the proposed lots and blocks as well as the roadway, drainage, water main, sewer main, and lift station improvements and associated easements and covenants. The Preliminary plat will be submitted to the City Planning Commission and Council for approval.
    - 3.2.2. Final Plat – After final construction of the improvements, Garver will prepare the Final Plat for the 10 acre site. The plat will be signed and sealed by a Professional Land Surveyor and be filed with Custer County. The City will pay for all platting fees.
  - 3.3. Design
    - 3.3.1. Preliminary Design – The preliminary design phase submittal will include plans, profiles, and detail sheets for the proposed roadway, drainage, water main, sewer main, and lift station improvements and an opinion of probable construction cost. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or “front end” contract documents. Garver will not begin final design until the preliminary design is approved by the Owner in writing.
    - 3.3.2. Final Design – During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also make final field inspection with Owner,

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make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

- 3.4. Bidding Services – Not Included in this Work Order
- 3.5. Construction Phase Services – Not included in this Work Order
4. **Project Deliverables:** The following will be submitted to the Owner, or others as indicated, by the Engineer:
  - 4.1. Topographic and Property Survey of pre-developed 10 acre site
  - 4.2. Preliminary Plat
  - 4.3. Preliminary Construction Drawings
  - 4.4. Final Construction Drawings and Bid Documents
  - 4.5. Final Plat
5. **Extra Work:** The following items are not included with the scope of this agreement but such services are available from Engineer and will be considered as extra work:
  - 5.1. Bidding Services
  - 5.2. Construction Administration Services
  - 5.3. Construction Observation
  - 5.4. Submittals or deliverables in addition to those listed herein.
  - 5.5. Zoning change requests
  - 5.6. Geotechnical Investigations
  - 5.7. Lighting design
  - 5.8. Structural design
  - 5.9. Design of any utilities relocation other than water and sewer
  - 5.10. Easement documents or easement acquisition outside of the 10 acre site
  - 5.11. Subsurface utility excavation or potholing of existing utilities
  - 5.12. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR
  - 5.13. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items
  - 5.14. Financial Assistance

The scope for Additional Services may be authorized at a later time under separate work orders to the Master Agreement.
6. **Owner's Responsibilities:** As indicated in Master Agreement, and:

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- 6.1. OWNER agrees to review and provide written comments to ENGINEER on all deliverables within 14 calendar days of delivery.
7. **Schedule:** Excluding any unforeseen delays or redirection by the OWNER, 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:

<u>Phase Description</u>	<u>Calendar Days</u>
Preliminary Plat and Design	90 days from start date
Final Design	45 days from Approval of Preliminary Design
Final Plat	60 days after Acceptance of Constructed Improvements

**8. Payment to Engineer:**

The total compensation to the Engineer for the services identified by this Work Order shall be paid as a Lump Sum of \$147,500. Partial payments shall be made on the basis of an agreed upon percentage of work completed by task. Fee breakdown by task is as follows:

<b>Task Description</b>	<b>Fee</b>
Project Management	\$7,500
Surveys	\$13,800
Platting, Roadway Design, and Drainage Design	\$45,100
Water Main Design	\$23,200
Sewer Main Design	\$25,100
Lift Station and Force Main Design	\$32,800
Bidding Services	TBD
Construction Phase Services	TBD
<b>Total Fee</b>	<b>\$147,500.00</b>

The Owner will pay the Engineer on a monthly basis, based upon statements submitted by the Engineer to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Any additional work beyond the scope of services defined in this Work Order, and authorized by the Owner, shall be paid for in a subsequent Work Order.

9. **Subconsultants:** Grubbs and Associates.
10. **Other Amendments to Master Agreement:** None.
11. **Attachments:** None.

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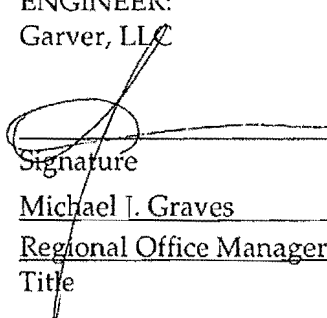
**12. Approval and Acceptance**

Approval and Acceptance of this Work Order, including attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner.

The Effective Date of the Work Order is \_\_\_\_\_, 2011.

ENGINEER:  
Garver, LLC

OWNER:  
City of Clinton

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Michael I. Graves

Steve Hewitt

Regional Office Manager

City Manager

Title

Title