

BILL NO. 1984

SPECIAL ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO ENTER INTO AN AGREEMENT CM ARCHER GROUP, P.C. FOR ENGINEERING SERVICES FOR OAK HILL AVE IMPROVEMENTS**

**WHEREAS**, the Board of Aldermen of the City of Cuba, Missouri (City), has determined that it is in the best interests of the City to enter into an agreement with CM Archer Group, P.C. for engineering services for Oak Hill Ave improvements.

**BE IT ORDAINED**, by the Board of Aldermen of the City of Cuba, Missouri, as follows:

**Section 1:** The City of Cuba, Missouri, shall enter into an agreement with CM Archer Group, P.C. for engineering services for Oak Hill Ave improvements. A copy of said Agreement is attached hereto as Exhibit "A".

**Section 2:** The Mayor of the City of Cuba, Missouri, is authorized to execute the Agreement on behalf of the City.

**Section 3:** This ordinance shall be in full force and effect from and after its passage and approval.

**READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF CUBA, MISSOURI, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

\_\_\_\_\_  
CODY LEATHERS, MAYOR

Attest:

\_\_\_\_\_  
CHRISTINE NASH, CITY CLERK

(City Seal)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
CODY LEATHERS, MAYOR

Attest:

\_\_\_\_\_  
CHRISTINE NASH, CITY CLERK

(City Seal)

Approved as to the form.  
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: \_\_\_\_\_  
Lance B. Thurman, #51214  
901 North Pine Street, Fourth Floor  
Post Office Box 47  
Rolla, Missouri 65402  
(573) 341-2266

**ATTORNEYS FOR THE CITY OF CUBA, MISSOURI**

Alderman	Vote on First Reading On _____, 2021	Vote on Second Reading On _____, 2021
Kevin Copling		
Sam Black		
Debbie Martin		
Warren Graddy		
Cody Leathers		
Jeff Bouse		

## **TASK WORK AUTHORIZATION NO. 2**

### **OAK HILL AVENUE IMPROVEMENTS - ENGINEERING SERVICES**

TASK WORK AUTHORIZATION **NUMBER 2**, TO THE AGREEMENT BETWEEN THE CITY OF CUBA (**OWNER**) AND CM ARCHER GROUP, P.C. (**ENGINEER**) DATED **December 17, 2020** FOR PROFESSIONAL CONSULTING SERVICES.

#### **I. SCOPE OF PROJECT**

This agreement and the fees stipulated herein are based upon a project scope which includes improvements to approximately 1,600 lineal feet of Oak Hill Avenue, which may include construction of curb, gutter, stormwater, sanitary sewer, water and/or other utility relocations as necessary to facilitate construction of the project.

#### **II. ENGINEERING SERVICES**

The ENGINEER shall assist the OWNER with the following tasks relative to the OWNER's Oak Hill Avenue improvement project:

##### **A. TOPOGRAPHIC & UTILITY SURVEY PHASE**

The ENGINEER shall proceed with topographic and utility survey work necessary to carry out design services on the project. It is anticipated that all improvements will take place on or within City right-of-way and easements; however, ENGINEER can provide additional boundary survey and easement/legal description preparation services on an hourly basis in accordance with our Schedule of Rates.

##### **B. DESIGN PHASE**

The ENGINEER shall proceed with the preparation of plans and specifications showing the general scope, extent, and character of the improvements referenced in Part 1.0. In addition, ENGINEER will furnish Instructions to Bidders, Contract Documents, and other forms and items of information necessary for seeking competitive Bids (water and sewer relocations only). Contract forms and bonds shall be submitted to OWNER's legal counsel for review.

The plans and specifications will be submitted to all required regulatory agencies for their approval and such alterations made as they may require. Five complete sets of bid documents will be provided for OWNER'S use. Additional copies can be provided in accordance with the schedule of rates.

The ENGINEER will advise OWNER of the design progress at least monthly, advising OWNER of any significant adjustments to the opinion of probable construction costs.

### **C. BIDDING PHASE SERVICES**

ENGINEER shall perform Bidding Phase Engineering on an hourly basis in accordance with the current Schedule of Rates, or for a negotiated lump sum fee via Amendment at a later date upon OWNER request.

### **D. CONSTRUCTION PHASE**

ENGINEER shall perform Bidding Phase Engineering on an hourly basis in accordance with the current Schedule of Rates, or for a negotiated lump sum fee via Amendment at a later date upon OWNER request.

## **III. OWNER'S RESPONSIBILITIES:**

OWNER shall furnish the following information to the ENGINEER:

Access to existing utility maps, drawings, GIS, reports, models, etc. for areas within and adjacent to the project limits.

## **IV. PAYMENTS TO ENGINEER**

The OWNER shall compensate the ENGINEER for the tasks specified on a lump sum basis in the amounts and in the manner stated below:

<b>TOPO AND UTILITY SURVEY PHASE</b>	<b>\$ 3,800</b>
<b>DESIGN PHASE SERVICES</b>	<b>\$ 48,000</b>
<b>BIDDING PHASE SERVICES</b>	<b>Hourly or negotiated via Amendment</b>
<b>CONSTRUCTION PHASE SERVICES</b>	<b>Hourly or negotiated via Amendment</b>
<b>SURVEYING SURVICES</b>	<b>Hourly</b>

## **V. PERIOD OF SERVICE**

The design phase is anticipated to be completed within 120 days from the date of authorization to proceed by OWNER, subject to increases due to delays beyond ENGINEER'S control.

IT IS SO EXPRESSLY AGREED.

Any modification in the scope of this project shall require an amendment to this agreement including a renegotiation of the fees enumerated herein. Additional Services outside of the scope outlined above will be authorized with the OWNER prior to any services being conducted and Reimbursable Expenses will be invoiced per our current hourly rates in accordance with the original AGREEMENT between OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have made and executed this AUTHORIZATION as of this date indicated below.

"OWNER"

"ENGINEER"

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_