

BILL NO. 1999

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

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO ENTER INTO AN AGREEMENT WITH CM ARCHER GROUP P.C. FOR A TASK WORK ORDER FOR SEWER IMPROVMENTS.**

**WHEREAS**, the Board of Aldermen of the City of Cuba, Missouri (City), has entered into an agreement for engineering services with CM Archer Group P.C. and;

**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 to complete certain sewer improvements that are outlined in Task Work Order No.4.

**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 to complete certain sewer improvements that are outlined in Task Work Order No.4 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  
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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		
Curtis Holt		
Jeff Bouse		

## **TASK WORK AUTHORIZATION NO. 4**

### **MANHOLE REHABILITATION & SEWER SYSTEM IMPROVEMENTS - ENGINEERING SERVICES**

TASK WORK AUTHORIZATION **NUMBER 4**, 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**

The OWNER has identified the need for assistance with implementation of miscellaneous improvements to the OWNER's sewer system; this includes rehabilitation of a number of manholes throughout the system, as well as collection system improvements at various locations via a combination of point repairs, segment replacements and CIPP lining rehabilitation of sewer mains.

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

The ENGINEER shall assist the OWNER with the following tasks relative to the OWNER's sewer system:

##### **A. SURVEY PHASE**

The ENGINEER shall proceed with boundary, topographic and/or utility survey work, and construction stakeout as necessary to assist the City with implementation of the project(s).

##### **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 as necessary for the City to obtain material quotations and/or construction bids for each project(s). In addition, ENGINEER may furnish Instructions to Bidders, Contract Documents, and other forms and items of information necessary for seeking competitive bids as necessary.

If required, the plans and specifications will be submitted to all required regulatory agencies for their approval.

**C. BIDDING PHASE SERVICES**

ENGINEER shall perform Bidding Phase Engineering as needed on an hourly basis in accordance with the current Schedule of Rates.

**D. CONSTRUCTION PHASE**

ENGINEER shall perform Construction Phase Engineering as needed on an hourly basis in accordance with the current Schedule of Rates.

**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 an hourly, time and materials basis in accordance with the current Schedule of Rates for the following phases:

<b>SURVEY PHASE</b>	<b>Hourly</b>
<b>DESIGN PHASE SERVICES</b>	<b>Hourly</b>
<b>BIDDING PHASE SERVICES</b>	<b>Hourly</b>
<b>CONSTRUCTION PHASE SERVICES</b>	<b>Hourly</b>

**V. PERIOD OF SERVICE**

Services will be provided by the ENGINEER at the request of the OWNER on a mutually agreeable schedule, on a project per project basis.

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"

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

"ENGINEER"

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_