

BILL NO. 2159

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 ARCHER-ELGIN FOR A TASK WORK ORDER NO. 7 (NORTH WEST MAIN, MCLEOD, AND HIGHWAY ZZ WATER MAIN EXTENSION PROJECT)

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 Archer-Elgin to complete the water main extension project outlined in Task Work Order No. 7.

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 Archer-Elgin to complete the water main extension project outlined in Task Work Order No. 7. 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 _____, 2024.

KEVIN COPLING, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2024.

KEVIN COPLING, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved as to the form.

CHARLES A. HURTH, III ATTORNEY AT LAW

By: _____

Charles A. Hurth, III
Attorney At Law
301 East Main Street
Union, Missouri 63084
(636)583-2003

ATTORNEY FOR THE CITY OF CUBA, MISSOURI

Alderman	Vote on First Reading On _____, 2024	Vote on Second Reading On _____, 2024
Joyce Hartzell		
Debbie Martin		
Dave Honea		
Tony Hutson		
Harold Halbert		
Jeff Bouse		

TASK WORK AUTHORIZATION NO. 7

NW Main, McLeod & Highway ZZ Water Main Extension – Engineering Services

TASK WORK AUTHORIZATION NUMBER 7, 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 design and bidding up to approximately 4,000 LF of new water main to connect the City's existing Well #1 and Water Tower along NW Main Ave and provide a new water line on NW Main from Smith to McLeod (Base Bid), on McLeod from Main to Spencer (Alt #1) and on Route 66/Highway ZZ from McLeod to the City limits (Alt #2). This extension will also allow for future looping capacity to existing water system and storage north of I-44 via separate project(s).

II. ENGINEERING SERVICES

The ENGINEER shall assist the OWNER with the following tasks relative to the OWNER's Water Main Extension project scope referenced above:

1. Survey Phase

- a. Boundary Survey of the Proposed Alignments
- b. Confirm existing right-of way and/or permit requirements with AHJ's
- c. Topographic & Utility Survey

2. Design & Permitting Phase

- a. Review and confirm parts list for City pre-procurement of materials
- b. Update Water System Hydraulic Model, including options for various main sizes
- c. Prepare Construction Drawings, Specifications and Bid Documents
- d. MDNR permit Application & Approvals
- e. Bid Document Production & Quantities for Base Bid, Alternates 1 & 2

3. Bidding Phase

- a. Prepare Bid Advertisement and Solicit Bidder Interest
- b. Conduct Prebid Conference & Document Meeting Minutes
- c. Answer Bidder's Questions
- d. Issue Addenda as Necessary
- e. Bid Analysis and Award Recommendation

Any modification in the scope of this project shall require an amendment to this agreement including a renegotiation of the fees enumerated herein.

III. OWNER'S RESPONSIBILITIES:

OWNER shall furnish the following information to the ENGINEER:

Access to existing deeds, plats, easements, utility maps, drawings, GIS, reports, etc. related to the City's water system in the vicinity of the project.

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:

Boundary Survey Phase	\$4,800
Topographic & Utility Survey Phase	\$7,400
Design & Permitting Phase	\$24,400
Bidding Phase	\$6,800
Construction Administration Phase	Hourly
Legal Description Preparation for Easements (if necessary)	Hourly

V. PERIOD OF SERVICE

The design phase is anticipated to be completed within 120 days of Notice to Proceed, or on a mutually agreeable schedule with the City. Construction is anticipated to start in 2025, with the understanding the award of the work is dependent on the City's budget.

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 _____