AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT AEOB18-005 WITH BARTLETT & WEST, INC. FOR THE MACE ROAD PHASE 2 IMPROVEMENTS IN THE AMOUNT OF \$15,000.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS, WIT:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Bartlett & West, Inc. substantially the same under the terms set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed Fifteen Thousand Dollars (\$15,000.00).

Section 2. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 3. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: November 7, 2019 READ SECOND TIME: November 21, 2019

I hereby certify that Ordinance No. 19.74 was duly passed on November 21, 2019, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 6

Nays:

Abstain:

0

Absent:

0

This Ordinance is hereby transmitted to the Mayor for his signature.

Doto

Tara Berreth, City/Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.74.

Date

ATTEST:

ohn Olivarri, Mayor

fara Berreth, City Clerl

BARTLETT & WEST, INC. AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NO. 1

WHEREAS, the <u>City of Osage Beach Missouri</u> (CLIENT) and <u>Bartlett & West, Inc</u> (CONSULTANT) have entered into an Agreement dated March 6th, 2018, hereinafter referred to as the "Original Agreement," for the performance of professional services on <u>Mace Road Improvements</u>.

The CLIENT and CONSULTANT desire to amend said Original Agreement to facilitate performance of additional services. These services are generally described as follows:

Modifying the utility relocation plans to allow them to be included in the bidding documents for the contractor on the project.

WHEREAS, CLIENT requires certain professional services in connection with the Project (the Services); and,

WHEREAS, CONSULTANT is prepared to provide the Services:

NOW THEREFORE, in consideration of the promises contained in the Original Agreement, CLIENT and CONSULTANT agree to amend the Original Agreement as follows:

- SCOPE OF WORK: The CONSULTANT shall perform services defined in this section consistent with the CLIENT'S desire to complete the project defined above. The services noted below shall be completed in addition to those services included in the original scope of work.
 - 1. Data Collection and Survey
 - 1.1 Coordinate with City on existing pipe material and sizes, construction service interruption timeframes and existing sanitary lift station storage capacity.
 - 1.2 Review City specifications for sanitary and waterline construction. City to provide their water and sewer technical specifications.
 - 1.3 No additional services are included in this scope of services.
 - 2. Preliminary Plans
 - 2.1 No additional services are included in this scope of services.
 - 3. Utility Relocation
 - 3.1 No additional services are included in this scope of services.
 - Final Plans

- 4.1 Develop final plans based on review comments from City staff regarding preliminary plans. Final plans to consist of:
 - 4.1.1 General Notes Standard Details
 - 4.1.2 Waterline Plan/Profile Sheets (assumes 5 sheets)
 - 4.1.3 Sanitary Force Main Plan/Profile Sheets (assumes 2 sheets)
 - 4.1.4 No additional plans are included in this scope of services.
- 4.2 Compute final quantities, develop bid form and prepare Engineer's Estimate for project.
- 4.3 Develop any project specific technical specifications (JSPs) to be utilized along with MoDOT Standard Specifications for the project. The City will provide specific details for some items (storm inlets, etc.). The City to provide complete front end documents to be combined with the JSPs.
- 4.4 Make final changes to plans, technical special provisions, bid form and Engineer's Estimate based on City staff comments. Sign and Seal.
- 5. Project Management and Coordination
 - 5.1 No additional meetings are included in this scope of services.
 - 5.2 QA/QC
- 5.2.1 Perform reviews of utility relocation plans on the project for quality assurance purposes.
 - 5.3 Administration and Coordination:
- 5.3.1 Perform duties necessary for administration of project contract and subconsultant contracts. Prepare and administer project expenses and invoicing to City.
- 5.3.2 General communication with City. This includes email updates, phone conversations, and general correspondence approximately twice a month during the course of the project.
- 6. Bidding Phase Services
 - 6.1 No additional meetings are included in this scope of services.
- 7. Construction Phase Services
 - 7.1 No additional services are included in this scope of services.
- 8. Additional Services
 - 8.1 No additional services are included in this scope
- 2. FEE AND PAYMENT PROVISIONS: For the services covered by this Amendment, the CLIENT agrees to pay the CONSULTANT as follows:

The City will pay a Lump Sum fee of \$15,000.00 for the services noted in this supplemental to the original contract. The total contract amount will be adjusted to \$228,000.00.

3. SCHEDULE:

No change to the schedule from the original agreement shall be made.

Except as provided in this or previous Amendments, all other terms and conditions of the Original Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of the Original Agreement and the terms and conditions of this or previous Amendments, the Original Agreement shall control unless otherwise stated.

IN WITNESS WHEREOF, the parties hereto agree to modify the above-referenced Agreement as set forth in this Amendment, effective this 15th day of October _____, 2019 __.

CLIENT: CITY OF OSAGE BEACH, MO	CONSULTANT: BARTLETT & WEST, INC.						
John Olwari	that he Salum						
By (print name): John Olivarci	By (print name): Austin Johnson						
Title: Mayor	Title: Project Manager I						
Date Signed: 100. 21. 2019	Date Signed: 10/15/2019						

PROJECT FEE ESTIMATING SHEET

Design Phase Services - Mace Road Intersection and Roadway Improvements - Phase 2
Osage Beach, Camden County, Missotiff

										Te	otal	\$ 15,089.0
				Staff Hou				Labor	Other Direc	ect Costs Total		Subtotal
Tasks						Surv. Tech IV		Costs	item	Cost	Fee	Fee
TOTALS		\$165.00	46	\$105.00	\$135.00	\$85.00	\$74.00	\$14,473.00		\$616.00	\$15,089.00	
I TOTAL OF THE OWNER OF THE OWNER OF THE OWNER O		12	40	31				\$14,473.00		\$010.00	\$13,003.00	
Data Collection and Survey												\$945.00
Coordinate with City on existing pipe material and sizes, construction service interruption timeframes and existing sanitary lift station storage			2					\$260.00			\$260.00	
canacity Review City specifications for sanitary and waterline construction. City to provide their water and sewer technical specifications.		1	4					\$685.00			\$685.00	
No additional services are included in this scope of services.								\$0.00			\$0.00	
Preliminary Plans												\$0.00
2.1 No additional services are included in this scope of services.					T			\$0.00			\$0.00	T
Hall's Data and												\$0.00
Utility Relocation 3.1 No additional services are included in this scope of services.					1			\$0.00			\$0.00	
								1 40.00			0.00	\$12,996.
Final Plans												\$12,550.
4.1 Develop final plans based on review comments from City staff												
regarding preliminary plans. Final plans to consist of: 4,1,1 General Notes/Standard Detaits		1	2	1.	-			\$530.00	CAD. Prints	\$24.00	\$554.00	
4.1.2 Waterline Plan/Profile Sheets (assumes 5 sheets)		2	12	24	-			\$4,410.00	CAD, Prints	\$220.00	\$4,630.00	
4.1.3 Sanitary Force Main Plan/Profile Sheets (assumes 2 sheets)		2	8	16				\$3,050.00	CAD, Prints	\$150.00	\$3,200.00	
4,1.4 No additional plans are included in this scope of services.	_		-		-		-	\$0.00			\$0.00	-
4.2 Compute final quantities, develop bid form and prepare Engineer's Estimate for project.			4	2				\$730.00	Prints	\$50.00	\$780.00	
4.3 Develop any project specific technical specifications (JSPs) to be utilized along with MoDOT Standard Specifications for the project. The City will provide specific details for some items (storm inlets, etc.). The City to provide complete front end documents to be combined with the		2	4	2				\$1,060.00	Prints	\$20.00	\$1,080.00	
Make final changes to plans, technical special provisions, bid form and Engineer's Estimate based on City staff comments. Sign and Seal.		2	8	12				\$2,630.00	CAD, Prints	\$122.00	\$2,752.00	
Project Management and Coordination												\$1,148.
5.1 No additional meetings are included in this scope of services.								\$0.00			\$0.00	
5.2 QAQC			-		-			\$0.00			\$0.00	
5.2.1 Perform reviews of utility relocation plans on the project for quality assurance purposes.	2							\$380.00	Prints	\$20.00	\$400.00	
5,3 Administration and Coordination:											\$0.00	
5.3.1 Perform duties necessary for administration of project contract and subconsultant contracts. Prepare and administer project expenses and invoicing to City.		2					2	\$478.00	Prints	\$10.00	\$488.00	
5.3.2 General communication with City. This includes amail updates, phone; conversations, and general correspondence approximately twice a month during the course of the project.			2					\$260.00			\$260.00	
Bidding Phase Services												\$6.00
6.1 No additional meetings are included in this scope of services.		1						\$0.00			\$0.00	1
								40.00			40.00	\$0.00
Construction Phase Services 7.1 No additional services are included in this scope of services.		1		1	_			T 60.00 T			60.00	10.00
								\$0.00	-		\$0.00	\$0.00
Additional Services												\$0.00