

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN TASK ORDER #2 WITH HORNER AND SHIFRIN, INC FOR THE DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES FOR THE MARGARITAVILLE SEWER LINE RELOCATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$46, 800.

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to sign task order #2 with Horner and Shifrin, Inc in a form substantially similar in terms and content contained in the Agreement attached to this ordinance as Exhibit "A."

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Forty-Six Thousand Eight Hundred Dollars. (\$46,800.00)

Section 3 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 4 This Ordinance shall be in full force and effect upon date of passage.

READ FIRST TIME: April 4, 2024

READ SECOND TIME: April 18, 2024

I hereby certify that the above Ordinance No. 24.25 was duly passed on April 18, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 6 Nays: 0 Abstentions: 0 Absent: 0

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

April 18.24
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury
Cole Bradbury, City Attorney

I hereby APPROVE Ordinance No. 24.25.

April 18.24
Date

Michael Harmison
Michael Harmison, Mayor

ATTEST:

Tara Berreth
Tara Berreth, City Clerk

**CITY OF OSAGE BEACH, MISSOURI
ENGINEERING SERVICES
TASK ORDER**

TASK ORDER NUMBER: 2

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 31, 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: January 30, 2024
- b. Owner: City of Osage Beach, Missouri
- c. Engineer: Horner & Shifrin, Inc.
- d. Specific Project (title): Margaritaville TL03 Influent Sewer Relocation
- e. Specific Project (description): Design, bidding, and construction phase services for the relocation of the Margaritaville influent sewer, including approximately 300 ft of 12-inch gravity sewer.

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

- 1. Conduct topographic survey of site.
- 2. Generate DRAFT design plans and technical specifications.
- 3. Coordinate design with Margaritaville Resort.
- 4. Coordination with Margaritaville Resort
- 5. Submit plans to DNR for review and permitting.
- 6. Attend review meeting with City staff.
- 7. Generate FINAL plans and specifications for bidding.
- 8. Attend bid opening.
- 9. Review bids and provide recommendation to City.
- 10. Review shop drawings and respond to RFIs.
- 11. Provide part-time construction inspection (to be provided by ALPHA Engineering & Surveying with oversight by H&S).
- 12. Generate record drawings.

The detailed scope of work and fee are attached.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order include design, bidding and construction services. No additional work will be completed without written authorization or amendment from the owner.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

5. Task Order Schedule

Consultant shall draft documents within 90 days of receiving Notice to Proceed.

6. Payments to Engineer

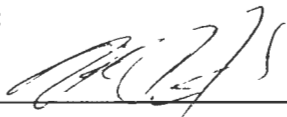
A. Owner shall pay Engineer for services rendered under this Task Order a lump sum amount of \$46,800.00.

7. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is January 30, 2024

OWNER:

By: 

Print Name: Michael Namison

Title: Mayer

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

ENGINEER:

By: James E. McCleish 
Digitally signed by James E. McCleish
DN: C=US, E=jemccleish@hornersshifrin.com, O=Homer &
Shifrin, Inc., OU=Water, CN=James E. McCleish
Date: 2024.02.06 15:42:50 -0500

Print Name: James E. McCleish

Title: Senior Vice-President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Christina Willson

Title: Associate Vice-President

Address: 401 S. 18th Street, Suite 400

E-Mail Address: cfwillson@hornersshifrin.com

Phone: 618-726-0319

Orange Beach, Missouri
Margaretville TLO Pump Station
Influent Sewer Relocation

Prepared By: CFW

LABOR:

LABOR:				Labor Classification						
Cost Center	Task No.	Task Description	Task M/L	Task Cost	Minimum, Hours	Minimum, Minutes	Min, Minutes	Construction, Minutes	Shoring, Minutes	Survey, Minutes
					WP01	WP02	WP10	GT01	GT03	GT07
SURVEY										
Water	1	Coordinate needed survey	1	\$242		1				
Survey	2	Research	3	\$300				1		
Survey	3	Pre field calculations	1	\$130					3	
Survey	4	Field Survey	20	\$3,000						20
Survey	5	Calculate property lines	4	\$620					4	
Survey	6	Process field data and drafting	7	\$910					7	
Survey	7	Easement exhibit	3	\$300					3	
Survey	8	PLS QAOG	3	\$563				3		
		Subtotal	43	\$4,353	0	1	0	4	18	20
DESIGN/DOCUMENTATION										
Water	1	Confirm horizontal alignment	4	\$568			4			
Water	2	Coordinate alignment with Margaretville	8	\$1,836		8				
Water	3	Generate cover sheet	4	\$568			4			
Water	4	Generate plan and profile sheet	16	\$2,172			16			
Water	5	Details sheet	8	\$1,136			8			
Water	6	Generate technical specifications	36	\$5,512			4	32		
Water	7	Submit plans to City for review	2	\$384			1	1		
Water	8	Review comments with City	8	\$1,836			8			
Water	9	Revise project documents per City comments	28	\$4,376			4	24		
Water	10	Submit final bid documents To City and MONR	2	\$384			1	1		
Water	11	QAOG and Project Management	10	\$2,788	4		8			
		Subtotal	128	\$21,388	4	32	80	0	0	0
BIDDING AND CONSTRUCTION INSPECTION										
Water	1	Finalize Bid documents	18	\$2,758		2	16			
Water	2	Post bid documents electronically	1	\$142			1			
Water	3	Respond to contractor questions	4	\$680			4			
Water	4	Attend Bid Opening	8	\$1,836			8			
Water	5	Review bids and provide recommendation to City	2	\$284				2		
Water	6	Generate Notice of Award	2	\$284				2		
Water	7	Review shop drawings	4	\$568				4		
Water	8	Respond to RFIs	2	\$464			2			
Water	9	Prepare Change Order Requests, as appropriate	2	\$284				2		
Water	10	Review pay requests	8	\$1,422			8			
Water	11	Construction Inspection (Project Closeout)	8	\$1,136				8		
Water	12	Prepare Record Drawings from Mark-Ups maintained by Contractor during Construction	8	\$1,136				8		
Water	13	Administer & Manage Construction Phase Services	8	\$1,463			8			
		Subtotal	71	\$12,882	0	28	40	0	0	0
TOTAL ESTIMATE MAN-HOURS			240		4	81	138	4	18	20
TOTAL ESTIMATED LABOR COSTS				\$41,588						

DESIGN EXPENSES:

Item	Unit	Total Cost
Mileage (Include 5 trips, 1-Survey, 2 Design, 2 Sticking & Construction)	3,750 miles	\$1,173
Subsistent Construction Inspection - ALPHA	3750	\$3,750
Reproduction & Photocopy	-	\$0
Field Equipment Rental Reimbursement	-	\$0
Misc. Reimbursable Expenses	-	\$0
ESTIMATED TOTAL REIMBURSABLE EXPENSES:		\$4,923
MARK UP PERCENTAGE:		18%
ESTIMATED TOTAL EXPENSES:		\$5,891
TOTAL ESTIMATED NOT-TO EXCEED COST:		\$48,550

Notes:

- 1 - Callbreakdown includes DRAFT plans and specs, FINAL bid documents, as-built drawings.
- 2 - Construction Inspection will be completed by ALPA Engineering & Survey to reduce costs for travel and lodging of H&S Staff
- 3 - Construction Inspection estimated at part time inspect for a 2-week period.
- 4 - Site visits include 1 for Survey, 2 for Design (Coordination with Margaretville and Design Review), 2 for Bidding and Construction (Bidding and Project Closeout)

This quote is prepared with the following exclusions:

- | | |
|--------------------------------|---|
| 1. Roadway Design | 9. Land Survey |
| 2. Wastewater Design | 10. Easement Document Drafting |
| 3. Potable Water System Design | 11. Legal Descriptions |
| 4. Building Foundation Design | 12. Title Search |
| 5. Stormwater Design | 13. Materials Testing |
| 6. Retaining Wall Design | 14. Construction Estimates |
| 7. Structural Evaluation | 15. Construction Bidding Documents/Services |
| 8. Permit and Recording Fees | |

Professional will prepare daily inspection reports to be delivered to the Client. Professional will provide electronic files in pdf format. Additional copies will be at a cost of \$10 per page.

Professional expects to start its services immediately upon receiving this fully signed and completed agreement. Each task will require one (1) calendar day for completion with a maximum of 10 days onsite. Professional is not liable to Client for delays caused by weather, zoning issues, government communications, client revisions, and all other factors outside the Professional's control.

In addition, by executing this agreement you are stating you are the owner or owner's representative and all engineering and surveying debts by owner associated with this property have been paid.

Project will be invoiced on a monthly basis. Payment must be in the form of cash, check, or credit card. If a credit card is used to pay an invoice, a 3.5% processing charge will be added onto said invoice(s). The above financial agreement is based on prompt payment of our bills and the orderly and continuous progress of the Project. Unpaid outstanding balances will be charged interest of 1.5 percent per month after 30 days. Client agrees that Professional's liability for any defects, damages or other liabilities arising from services provided by Professional will be limited to the amount paid by Client to Professional for services rendered by Professional. In the event it becomes necessary to turn your account(s) over to a collection agency or an attorney, Client shall be responsible for all costs to collect, including reasonable attorney's fees and court costs. Jurisdiction and venue for any dispute under this contract shall be in Camden County, Missouri.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination by Client, Professional shall be compensated for all services performed to termination notice date, together with reimbursable charges then due.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the engineer, engineer's officers, directors, partners, employees and agents and engineer's consultants from any and all claims, costs, losses and damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Engineer and his sub consultants to all those named shall not exceed the Engineer's total fees on the project.

We will also furnish any Additional Services as Client may request in writing and which are approved in writing by Professional. Professional's hourly service costs are provided in the attached Schedule A.

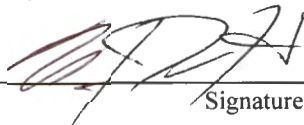
This Agreement and Schedule A represent the entire understanding between Client and Professional in respect to the Project and is binding upon both parties, their successor, and assigns. The Agreement may only be modified in writing signed by both parties. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter in the space provided below and return it to us. This proposal will be open for acceptance for a period of 6 months from the date of this proposal.

Sincerely,

Alpha Engineering & Surveying, LLC

By: 
Ethan K. Shackelford, PE, authorized agent

Accepted on this 22nd day of
April, 2024

by 
Signature

Michael Harrison Mayor
Print Name

SCHEDULE A
FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the attached Letter Agreement made to Client, between Client and Alpha Engineering & Surveying, LLC. (Professional) providing professional engineering and/or professional land surveying services.

Professional Services at the following rates:

Professional Land Surveyor	\$180.00/hr
Land Surveyor (LSIT)	\$105.00/hr
Principal Engineer	\$200.00/hr
Project Manager Engineer	\$110.00/hr
Senior Design Draftsman	\$80.00/hr
Construction Inspector	\$75.00/hr
Materials Testing Technician	\$75.00/hr
2-Person Survey Field Crew	\$200.00/hr
1-Person Survey Field Crew	\$185.00/hr
Administrative Assistant	\$40.00/hr
Survey Crew Minimum Charge	\$400.00
Engineering Inspection Minimum Charge	\$375.00
Expert Witness – Engineer	\$1200.00/day
Expert Witness – Surveyor	\$1,080/day

Work directed by Client not specified in the initial scopes of work will be invoiced at listed schedule of rates shown above for the duration of the project. Professional reserves the right to change these rates at any time. At the time rates are increased, Client will be notified of such. No work outside the above specified scopes of work will be performed without Client's written consent.