

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH LOR ENGINEERING, LLC dba COCHRAN ENGINEERING, FOR ENGINEERING SERVICES FOR THE INDUSTRIAL DRIVE IMPROVEMENT PROJECT NOT TO EXCEED \$168,677.00.

WHEREAS, the City of Osage Beach entered into an agreement with LOR Engineering, LLC dba Cochran Engineering, for engineering services for the Industrial Drive Improvement Project; and

WHEREAS, the City desires to enter into Supplemental Agreement No. 3 to complete, extend, or continue the original agreement.

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 the Industrial Drive Improvement Project Supplemental Agreement No. 3 with LOR Engineering, LLC dba Cochran Engineering substantially the same as under the terms set forth in Exhibit A.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred Sixty-Eight Thousand, Six Hundred Sixty-Seven Dollars. (\$168,677.00)

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 from date of passage and approval by the Mayor.

READ FIRST TIME: March 4, 2021

READ SECOND TIME: March 18, 2021

I hereby certify that the above Ordinance No. 21.08 was duly passed on March 18, 2021, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 6

Nays: 0

Abstain: 0

Absent: 0

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

March 18, 2021  
Date

Tara Berreth  
Tara Berreth, City Clerk

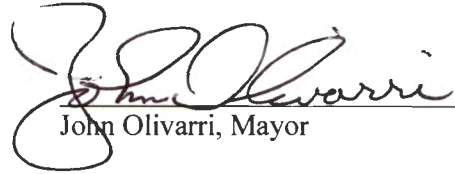
Approved as to form:

Edward B. Rucker  
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 21.08

March 18, 2021  
Date

ATTEST:

  
John Olivarri, Mayor

  
Tara Berreth, City Clerk

# **SUPPLEMENTAL AGREEMENT #3 –**

## **LUMP SUM PROPOSAL**

February 12, 2021

This Supplemental Agreement is made part of the Contract dated November 7, 2019 between the **City of Osage Beach** and LOR Engineering, LLC dba **Cochran** for Professional Civil Engineering Services. The purpose for this Lump Sum Proposal is to provide engineering services for the **Industrial Drive Improvement Project**. In accordance with our previous discussions and the Board of Aldermen meeting last week, we offer the following professional services:

### **SCOPE OF SERVICES:**

#### **A. Topographic Survey Phase:**

1. Topographic survey covering sufficient area to develop roadway plans for the project.
2. A survey baseline shall be established.
3. Roadway cross-sections shall be obtained at 50-foot intervals, a sufficient distance beyond the anticipated construction limits, to determine earthwork quantities and drainage patterns. All swales, ditches or other drainage courses shall be included with flow line elevations. Additional cross-sections as required for clarity shall be taken as needed.
4. Existing utilities shall be located and plotted.

#### **B. Preliminary Design Phase:**

1. Preliminary plans to include: field survey data, topographic information of the existing intersection and roadways, existing utilities, proposed improvements in accordance with the City of Osage Beach streetscape specifications, preliminary roadway profile changes, and roadway cross-sections.
2. Submit preliminary roadway drawings to the City for review and comment.
3. Provide the City with preliminary estimate of construction cost.

#### **C. Final Design Phase:**

1. Right-of-Way Document Preparation - after notification of approval of the preliminary plans from the City, Cochran shall prepare easement and/or right-of-way documents as needed.

2. The final roadway design shall include at a minimum the following information, and shall include the other actions as described:
  - Cover sheet with location map, sheet index, and legend of symbols.
  - Plan and profile sheet showing existing topography, the proposed improvements, existing utilities and relocations, if required, construction limits, profile grade line, and incorporate all review comments from the City.
  - Typical roadway cross sections.
  - Storm Sewer plans and specifications.
  - Final cross-sections of the proposed improvements at 50 foot intervals.
  - Traffic handling and detouring plan with signage.
  - A complete set of contract documents and technical specifications including tabulation of bid quantities and current prevailing wage rates.
3. Submit final plans and specifications to the City for review and approval.
4. Incorporate final comments from the City into the plans and specifications.
5. Utilities: we will contact all utilities that may be affected by this project and provide them with the roundabout and roadway improvement plans to help facilitate the utility relocations if needed.
6. Provide a final estimate of anticipated construction costs.

**D. Bidding Phase:**

1. Provide Project Manuals and Plans to the City for bidding purposes. Plans shall be half size (11" x 17").
2. Answer contractor's questions during bidding and issue addenda (if required).
3. Review shop drawings when submitted for compliance with the drawings and specifications.

**E. Construction Phase:**

1. Serve as the City's representative for administering the terms of the construction contract.
2. Attend a preconstruction conference to discuss project details with the successful contractor.
3. Provide on-site inspection services to inspect the Contractor's progress and quality of work and to determine if the work conforms to the contract documents.
4. Reject work not conforming to the project documents.
5. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
6. Measure and document quantities, and review monthly estimates for payments due the Contractor.

7. Inspect materials, review material certifications furnished by the Contractor, perform field testing, sample materials as required, and provide laboratory testing.

SERVICES NOT INCLUDED:

1. Right-of-Way and Easement Acquisition
2. Environmental reports
3. Construction Stakeout (Note: will be the responsibility of the Contractor)

OWNER'S RESPONSIBILITY:

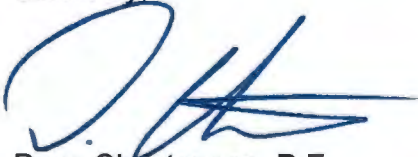
1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.

FEE:

1. The total amount of fee to be paid for the "Topographic Survey, Preliminary Design, Final Design and Bidding Phase" outlined in this proposal shall be a lump sum fee of \$96,387.00.
2. The total amount of fee to be paid for the "Construction Phase" outlined in this proposal shall be a lump sum fee of \$72,290.00.

Supplement Agreement No. 3 accepted as defined herein:

Sincerely,



Dave Christensen, P.E.  
Vice President

Acceptance:  
City of Osage Beach

By: 

Title: Mayor

Date: March 26, 2021