

BILL NO. 2166

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 ENGINEERING SERVICES FOR IMPROVEMENTS TO TANGLE CREEK PARK

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 for engineering services for improvements to Tangle Creek Park.

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 for engineering services for improvements to Tangle Creek Park. 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 _____, 2025.

KEVIN COPLING, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2025.

KEVIN COPLING, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved as to the form.
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: _____
Lance B. Thurman, #51214
901 North Pine Street, Fourth Floor
Post Office Box 47
Rolla, Missouri 65402
(573) 341-2266

ATTORNEYS FOR THE CITY OF CUBA, MISSOURI

Alderman	Vote on First Reading On _____, 2025	Vote on Second Reading On _____, 2025
Joyce Hartzell		
Debbie Martin		
David Honea		
Harold Halbert		
Tony Hutson		
Jeff Bouse		

TASK WORK AUTHORIZATION NO. 8

TANGLE CREEK PARK - ENGINEERING SERVICES

TASK WORK AUTHORIZATION (TWA) **NUMBER 8**, 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 improvements to Tangle Creek Park, which includes construction of new (previously purchased) playground equipment, as well as future construction of pickleball courts, basketball courts, sidewalks, parking facilities and other associated improvements within the Tangle Creek Park property.

II. ENGINEERING SERVICES

The ENGINEER shall assist the OWNER with the following tasks relative to the OWNER's Tangle Creek Park improvement project:

A. TOPOGRAPHIC & UTILITY SURVEY SERVICES

The ENGINEER shall proceed with topographic and utility survey work necessary to carry out civil design services on the project. It is anticipated that all improvements will take place on or within the City's property and existing easements; however, ENGINEER can provide additional boundary survey and easement/legal description preparation services on an hourly basis in accordance with our Schedule of Rates.

B. CIVIL DESIGN SERVICES

The ENGINEER shall proceed with the preparation of a site and grading plan showing the general scope, extent, and character of the improvements referenced in Part I for the City's planning purposes. It is understood that the site and grading plans generated during this phase will confirm the final location and elevations of the new playground equipment (to be constructed by the playground equipment supplier), and serve as the baseline planning document for future improvements to the park listed in Part I above.

The ENGINEER will advise OWNER of the design progress on a monthly basis, and will facilitate periodic coordination meetings as necessary to review the planning documents. Deliverables from this phase will include a site and grading plan to be used by the installer for construction of the playground equipment, as well as a scaled site plan indicating potential locations for future pickleball courts, basketball courts, sidewalks, parking, drainage and other improvements within Tangle Creek Park.

It is not anticipated that complete construction documents (plans and specifications) will be generated as part of the ENGINEER's design services on the project; should those services be required, fees for this work will be negotiated via amendment to this TWA.

C. CONSTRUCTION PHASE SERVICES

ENGINEER shall perform Construction Phase Engineering upon Owner request on an hourly basis in accordance with the current Schedule of Rates.

D. BOUNDARY SURVEY SERVICES

ENGINEER shall perform Boundary Survey Services and Easement/Legal Description Preparation Services on an hourly basis in accordance with the current Schedule of Rates, or for a negotiated lump sum fee via Amendment at a later date upon OWNER request.

III. OWNER's RESPONSIBILITIES:

OWNER shall furnish the following information to the ENGINEER:

Access to boundary surveys, utility maps, drawings, specifications, installation instructions, GIS, reports, etc. for areas and equipment applicable to the project and/or park property.

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:

TOPO AND UTILITY SURVEY	\$ 4,600
CIVIL DESIGN SERVICES	\$ 17,800
CONSTRUCTION PHASE SERVICES	Hourly (as needed)
BOUNDARY SURVEYING SERVICES	Hourly (as needed)

V. PERIOD OF SERVICE

The planning & civil design phase is anticipated to be completed within 90 days from the date of authorization to proceed by OWNER, subject to increases due to delays beyond ENGINEER's control.

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 Cameron J. Schwab

Title _____

Title City Engineer

Date _____

Date 2/18/2025