

BILL NO. 2865

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH E. T. ARCHER CORPORATION FOR THE DESIGN OF WATER LINE IMPROVEMENTS AND A WATER TOWER FOR THE DOWNTOWN AREA, AND AUTHORIZING THE MAYOR TO ENTER INTO THE AGREEMENT.

WHEREAS, in March, 2004 the City of Branson entered into an agreement with E. T. Archer Corporation for the design of proposed water distribution improvements; and

WHEREAS, the scope of services of the design contract did not anticipate various changes and modifications to the project and the City has requested these additional services be included in the design contract; and

WHEREAS, a supplemental agreement is necessary with E.T. Archer Corporation to incorporate the additional work into the scope of services for this project.

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

Section 1: The Board of Aldermen hereby authorizes the Mayor to execute an amendment to the Contract with E. T. Archer Corporation on behalf of the City of Branson for the proposed design of the office improvements to be incorporated into the one million-gallon Pacific Street water tower.

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this ____ day of _____, 2004.

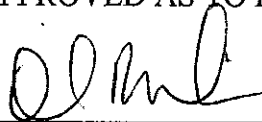
Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this ____ day of _____, 2004.

Louis E. Schaefer, Mayor

ATTEST:

APPROVED AS TO FORM:

Sandra L. Williams, C.M.C.
City Clerk



Daniel R. Wichmer
City Attorney

DESIGN PROFESSIONAL SERVICES

CONTRACT AMENDMENT NO. 1

CONTRACT NO. 04-113

THIS CONTRACT AMENDMENT is made and entered into this ____ day of _____, 2004 between the CITY OF BRANSON, MISSOURI, a constitutionally chartered municipal corporation (City), and E.T. Archer Corporation (Company), whereby the parties desire to amend Contract No. 04-113 that was entered into on March, 2004 as follows:

Sec 1. Sections Amended. The following are hereby added to the Contract:

2.1.1 In addition to the original Scope of Work, The Engineer is to include the design of a four-story office space inside the proposed composite water tower to be constructed on Pacific Street. This additional work is to include all the items noted in section 6.2.1 below.

5.4 Due to the delays from right-of-way acquisition at Pacific Street and the additional time needed to design the office improvements, the completion time for this project is extended by 60 days. The original project and the additional improvements are to be completed within 60 days of the execution of this agreement.

6.2.1 Payment for additional services will include:

- Site Plan / Parking Lot. The Engineer will complete a site plan for the new water tower and office site. The site plan will include site layout plan, site grading, parking, parking lot lighting, landscaping, and irrigation plans and details. The parking lot will have a minimum of 15 parking spaces.
- Building Layout. The Engineer will design the building layout in coordination with City staff to determine the location of offices, windows, bathrooms, plumbing facilities, interior lighting, and other similar items. This information will be coordinated with the tower contractor to determine the structural design elements of the water tower.
- Building HVAC and Electric. The Engineer will prepare the plans and specifications for HVAC, lighting, and electrical components of the proposed office building. The design will also include the elevator, stairways, and construction phasing. The following plan sheets are expected as a minimum:
 - One Site Utility Plan
 - Three Electrical Sheets
 - Three HVAC Sheets
 - Three Plumbing Sheets

Total Payments for all additional work shall not exceed \$41,552 (Including reimbursable expenses)
(See attached Fee Summary)

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Branson, by and through its Mayor, and E.T. Archer Corporation by its authorized officer have made and executed this Agreement as of the day and year first above written.

(OWNER) CITY OF BRANSON, MISSOURI

(ENGINEER) E.T. ARCHER CORPORATION

By _____

By _____

Title _____

Attest:

Sandra L. Williams, C.M.C.
City Clerk

Approved as to Form:

City Attorney
Dan Wichmer

Branson Pacific Tower
Design Budget for Tower Infill Site Work, Plumbing, Electrical, HVAC

TASK		PRINCIPAL	PROJECT	Design	ASSISTANT	SURVEY	SURVEY	SURVEY	CADD
	HRLY. FEE	\$140	\$119	\$75	\$60	\$95	\$60	\$75	\$60
	EST. HRS.								
Reviews with Clients		16	16						
Miscellaneous Communications		8							
Site Work		2							
Layout				40					
Grading				24					
Lighting				20					
Landscaping				24					
Irrigation				40					
Electrical									
Working with Utilities			1	8					
Drawings/Layout			1	24					
One Line Drawing			1	8					
Cost Estimate			2	8					
Specifications			5	12					
HVAC									
Load Calcs			8						
Duct Layouts			32	30					
Specifications			2	18					
Cost Estimate			8	16					
Detail Sheets			8	24					
Plumbing									
Booster PS/Water/Sewer/Restrms									
Floor Plans			2	12					
Site Plan			2	16					
Equipment Rooms			8	8					
Specifications			2	18					
Field Observation									
Final Certification									
TOTAL HOURS		26	98	350	0	0	0	0	0
TOTAL COSTS		\$3,640	\$11,662	\$26,250	\$0	\$0			\$0
TOTAL PROJECT COST	\$41,552								