

**BILL NO. 3064**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH E.T. ARCHER CORPORATION PERTAINING TO THE PACIFIC STREET WATER TOWER, 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 the one million-gallon composite water tower on Pacific Street; and

**WHEREAS**, the scope of services of the design contract did not include the detailed architectural design services for 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 composite 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 \_\_\_\_\_, 2005.

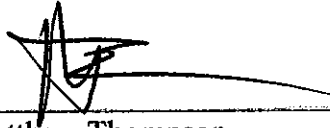
Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Louis E. Schaefer, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
Matthew Thompson  
Assistant City Attorney

## ADDENDUM NO. 2

This is Addendum No.2 to the Original Contract No. 04-113 for the New Pacific Street Water Tower between the City of Branson and E.T. Archer Corporation dated February 23, 2004.

### Section 1:

The City is currently constructing the new Pacific Street Water Tower, which includes an exterior Stairway, and the Electrical/HVAC/elevator to support the In-Fill and the interior floors for the four-story building inside the base of the tower. The City is desirous to have E.T. Archer Corporation perform additional architectural/engineering services in conjunction with the addition of the In-Fill for the four-story office space inside the new water tower.

### Section 2:

The additional In-Fill work consists of the following:

1. In-Fill Work by the Architect

For any publicly occupied building an Architect is required to design and seal the In-Fill plans. The Engineer in conjunction with Creative Ink Architects proposes to complete the plans and specifications for the Tower In-Fill as follows:

Architectural Deliverables include:

- Architectural Floor Plans
- Enlarged plans and details
- Finish Plans
- Interior elevations as required
- Door, window and Room finish Schedules
- Paint/Finish sample boards
- Architectural Specifications

Engineering Deliverables include:

- In-Fill Electrical/Lighting Drawings
- In-Fill Mechanical Drawings
- In-Fill Plumbing drawings
- Engineering Specifications

2. Bid Phase services are included as well as, shop drawing review and two monthly site observations based on an anticipated 10-weeks of In-Fill construction.
3. If requested by the City, the Engineer will provide additional Construction Observation and prepare Record Drawings on an hourly basis.

The Owner understands that significant changes made to the Owner approved designs during the course of construction documentation, shall entitle the Engineer and/or Architect to additional services.

The Engineer shall be compensated for the work outlined under items 1, 2, above, on an hourly basis with a maximum not to exceed amount of \$18,500.

The result of the Architectural/Engineering work prepared under this addendum will be sufficient for the City Building Department to approve and issue a building permit.

Reproduction and expenses will be billed based on actual costs with a maximum of \$2,000, including mileage at \$0.405 per mile.

The Owner will handle the costs associated with any advertisements in newspapers of fees to any review agencies. For items 1, and 2, the Engineer will bill the City monthly based on a percentage completed as determined by the Engineer.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Addendum No. 2 in duplicate on the respective dates indicated below.

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date