

CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

BILL NO.: 2023-33

ORDINANCE NO.: 2023-33

***AN ORDINANCE APPROVING PROFESSIONAL SERVICES PROPOSAL WITH
SHORELINE SURVEYING & ENGINEERING, LLC***

WHEREAS, the City of Lake Ozark has solicited bids and received a proposal from Shoreline Surveying & Engineering, LLC for engineering services related to water main extensions along Overlook and Glen Roads; and,

WHEREAS, such engineering services have been deemed necessary by the City's Public Works Department; and,

WHEREAS, attached hereto as Exhibit 1 is a copy of said proposal that when executed by the City, shall become a contract with Shoreline Surveying & Engineering Services, LLC for the services.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LAKE OZARK, MISSOURI AS FOLLOWS:

Section 1. Adoption and Execution. The Proposal for Professional Services with Shoreline Surveying & Engineering, LLC, attached hereto as Exhibit 1, is hereby adopted, and approved. The Mayor or his designated agent is authorized to execute said Proposal for Professional Services for and on behalf of the City.

Section 2. Effective Date. This ordinance shall take effect and be in full force immediately after its adoption by the Board of Aldermen of the City of Lake Ozark.

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First Reading: August 8, 2023


Second Reading: August 22, 2023

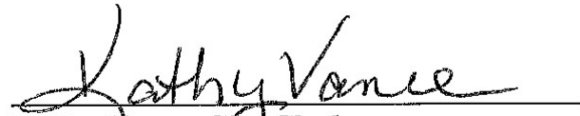
DULY READ AND APPROVED THIS 22nd DAY OF AUGUST 2023.

Alderman Watts	Aye
Alderman Jackson	Aye
Alderman Thompson	Aye
Alderman Neels	Aye
Alderman Ridgely	Aye
Alderman Denny	Aye

APPROVE:

ATTEST:


Dennis Newberry, Mayor


Kathy Vance, City Clerk





Shoreline Surveying & Engineering, LLC

3048 Hwy. 52

Eldon, MO 65026

PH: (573) 392-3312

Civil & Structural Engineering

Land Surveying

Materials Testing Services

PROPOSAL FOR PROFESSIONAL SERVICES

SCOPE OF SERVICES:

Shoreline Surveying and Engineering, LLC. agrees to provide the following services for:

City of Lake Ozark
Matt Michalik – Public Works Director
3162 Bagnell Dam Blvd.
Lake Ozark, MO 65049

Services provided to the Owner shall include:

1. Water Main Extension Design for Overlook / Glen Road, approx. 3100 ft of 6-in FM with new meter sets for each home: Includes Engineering Report, DNR permit application (application fee to be paid by Owner), final design including hydraulic analysis, topographical survey required for design, plans and specifications, submission of plans to Department of Natural Resources. Regular inspection shall be responsibility of Owner, however, periodic inspections of critical components are included. Construction staking shall be by the Contractor.

SHORELINE may also provide other additional services beyond the scope of Basic Services described, if authorized in writing by the OWNER. Such services will be compensated on the basis of Exhibit A Schedule of Rates plus reimbursable expenses as attached.

COMPENSATION & PAYMENT:

The Client agrees to the fees for this service as shown:

Fees for Sewer Design as described in the Scope of Services will be \$35,000

80% of Payment will be due at DNR construction permit submission. The remainder will be invoiced monthly based on percent complete.

OWNER'S RESPONSIBILITIES:

The OWNER shall allow access to the site and provide verbal or written statements regarding preferences or objectives for the proposed project.

MISCELLANEOUS CONDITIONS:

This agreement and Exhibits A & B are the entire agreement between the OWNER and SSE. Changes or additions in this Agreement must be in writing and must be signed by both the OWNER and SSE, LLC. Exhibits A, & B are included as a part of this agreement and all conditions contained within these exhibits are part of the contract between the Owner and SSE, LLC.

This Agreement may be amended or extended to include services on subsequent Projects for the OWNER, by written Amendments to this Agreement, including exhibits describing the subsequent Project, SSE, LLC's Scope of Services, the Compensation and any other additional terms and conditions.

This Agreement contains pages 1-2 inclusive plus Exhibits A, & B.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by this authorized representative, this agreement in duplicate on the respective dates indicated below. Please return one (1) copy of the agreement as our authorization to proceed. Should you have any questions, feel free to contact our office.

Respectfully Submitted,

Shoreline Surveying & Engineering, LLC.

Jared Wheaton

Jared Wheaton, P.E.

Principal

Date: 7/21/23

Accepted By:

City of Lake Ozark

M B Michalik

Matt Michalik

Public Works Director

Date:

January 2023

EXHIBIT A

SCHEDULE OF RATES

<u>PERSONNEL</u>		<u>RATE PER HOUR</u>
Professional Land Surveyor	(Surveyor I)	\$ 175
Principal Engineer	(Engineer III)	\$ 175
Senior Project Manager	(Engineer II)	\$ 115
Resident/Design Engineer	(Engineer I)	\$ 95
Senior Design Draftsman/Tech.	(Technician IV)	\$ 85
Design Draftsman/Construction Insp.	(Technician III)	\$ 75
Materials Testing Tech.	(Technician II)	\$ 75
Design/Surveying Tech.	(Technician I)	\$ 65
2-Man Survey Crew w/Instrument	(Crew II)	\$250
1-Man Survey Crew w/Instrument	(Crew I)	\$185
Administrative Assistant		\$ 40
Expert Witness – Engineer		\$1200/day
Expert Witness – Surveyor		\$900/day

REIMBURSABLE EXPENSES

Mileage @ \$0.535/mile
D size copies @ \$5.00
A size copies @ \$.20 each
Ledger copies @ \$.45 each

Actual cost of material for surveying, drafting, printing, mailing, reproduction or other associated project costs times a multiplier of 1.10. Actual cost of any State or Local taxes and permits imposed upon the projects. The above schedule of rates shall be subject to an annual inflationary adjustment up to a maximum of 5 % as of January each year.

Exhibit B

Standard Terms and Conditions of Contract

GENERAL PROVISIONS

1. Assignment: The OWNER and SSE respectively, bind themselves, their partners, survivors, assigns and legal representatives to those of the other party to this Agreement. Neither the OWNER nor SSE shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
2. Should the parties to this Agreement agree to litigation or arbitration proceedings concerning the provisions of, or performance under this Agreement, all parties hereby agree beforehand that all litigation or arbitration expenses, collection expenses, witness fees, court costs, and attorney fees incurred by the prevailing party shall be paid by the non prevailing party to the prevailing party.
3. In the event any provisions of the Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
4. All documents including Reports, Drawings, and Specifications prepared by SSE pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by SSE for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to SSE; and OWNER shall indemnify and hold SSE harmless from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle SSE to further compensation at rates to be agreed upon by OWNER and SSE.
5. SSE shall perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The OWNER shall furnish required information and render approvals and decisions as expeditiously as necessary for the orderly progress of SSE'S services and the work.
6. Termination: 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 the OWNER, SSE shall be compensated for all services performed to termination notice date, together with reimbursable charges then due.
7. Payments for Basic Services rendered and for Reimbursable charges will be due and payable upon presentation of monthly statements by SSE. Payments due SSE under this Agreement will include a service charge of one and one-half percent (1.5%) per month, or the maximum permissible by applicable law, whichever is less, on any amount not paid within twenty (20) days after the date of billing, plus any and all legal and collection expenses including SSE's direct cost and court fees.
8. SSE may curtail their Services on any Project accruing service charges for delinquency, until SSE has been paid-in-full all amounts due, including finance charges and collection expenses.
9. The services performed by SSE under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed, or implied is made.
10. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
11. Since the engineer has no control over costs of labor, materials, equipment, or services furnished by others, or over the contractors methods of determining prices, or over competitive bidding or market conditions, SSE'S opinion of probable total project cost and construction cost provided for herein are to be made on the basis of SSE'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but SSE cannot and does not guarantee that proposals, bids or actual total project or construction costs will not vary from the from opinions of probable costs prepared by SSE.
12. Design without detailed construction phase services. It is understood and agreed that the design professionals basic services under this agreement do not included project observation or detailed review of the contractor performance, and that the client will provide such services. The client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claims against the design professional that may be in anyway connected thereto. In addition, the client agrees, to the fullest extent permitted by law, to indemnify and hold the design professional harmless from any loss, claimed or cost, including reasonable attorneys fees and cost of the defense, arising for resulting from the performance of such services by another persons or entities and from any and all claims arising from modifications, clarification's, interpretations, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the design professional.

OWNER'S RESPONSIBILITIES

1. The OWNER will designate, when necessary, a representative authorized to act in its behalf with respect to the Project. The OWNER will examine documents submitted by SSE and will render decision pertaining thereto promptly.
 2. If the OWNER observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the OWNER to SSE.
 3. 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.
 4. Owner shall assist in arranging for full and free access for SSE to enter upon property required for the performance of SSE'S services under this Agreement.
 5. Owner shall consider SSE to be acting as OWNER'S agent in the performance of the services rendered under this Agreement.
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