

ORIGINAL

BILL NO. 4761

ORDINANCE NO. 4761

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FESTUS, MISSOURI;
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AND EXECUTE AN
ENGINEER-OWNER AGREEMENT WITH BURNS AND MCDONNELL ENGINEERING
COMPANY, INCORPORATED FOR EDGEWOOD WATERMAIN REPLACEMENT;
INCORPORATING SAID PROPOSAL AS PART OF THIS ORDINANCE; AND ESTABLISHING
AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FESTUS,
MISSOURI, as follows:

SECTION I. That the City Administrator is hereby authorized to enter into and execute an
Engineer-Owner Agreement with Burns and McDonnell Engineering Company, Incorporated
for Edgewood Watermain Replacement.

SECTION II. That said Proposal is incorporated in this Ordinance as if fully set out herein.

SECTION III. This Ordinance shall be and become in full force and effect from and after the
date of its passage by the City Council and the approval of the Mayor.

READ TWO TIMES AND PASSED THIS 26th DAY OF February, 2024

Saul F. Richards
President of the City Council

APPROVED THIS 27th DAY OF February, 2024

Saul F. Richards
Mayor of the City of Festus

ATTEST:
Paul Smith
City Clerk





**TASK ORDER NO. 4 FOR
ENGINEER-OWNER AGREEMENT
(Doc. No. AE-2 Exhibit A)**

This Task Order is entered into and authorized by Owner this 20th day of Feb., 2024, by and between City of Festus, Missouri (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated June 14, 2023:

1. Scope of Services:

A. See Edgewood Phase 2 Watermain Replacement Engineering Services in Exhibit B. (See Attached)

2. Compensation:

A. For Services performed, OWNER shall pay the ENGINEER the lump sum amount of one hundred eighty-one thousand eight hundred dollars (\$181,800.00).

B. For additional, reduced, or change in scope of services, the amount of payment shall be adjusted on a mutually agreeable lump sum basis.

3. Time of Service

A. ENGINEER will proceed with providing the services set forth in Exhibit B once the Task Order is fully executed. It is anticipated that scope of services will be completed within 120 days following execution of this Task Order.


4. Other Terms

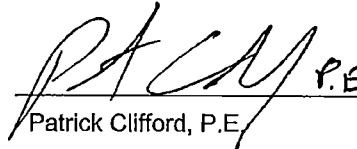
A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

OWNER: City of Festus, Missouri

**ENGINEER: Burns & McDonnell
Engineering Company, Inc.**

By: 
Name: Greg Camp
Title: City Administrator

By: 
Name: Patrick Clifford, P.E.
Title: Regional Global Practice Manager



**EXHIBIT B
TASK ORDER NO. 4**

EDGEWOOD PHASE 2 WATERMAIN REPLACEMENT ENGINEERING SERVICES

SCOPE OF WORK

The following is our understanding of the EDGEWOOD PHASE 2 WATERMAIN REPLACEMENT ENGINEERING Scope of Services provided by ENGINEER for OWNER. Watermain segments to be replaced consistent with Attachment A as directed by Owner.

Scope of Services:

- 1. Engineer will provide Administrative Assistance in the form of Project Management as follows:**
 - a. Project Kick-Off Meeting: Engineer will prepare agenda and minutes for scope of services for the Project. Kick off meeting intended to coordinate project goals, preferred communications, and schedule with the project team. The project kick-off meeting will be attended by up to two (2) Engineer team members.
 - b. Monthly Progress Meetings: Engineer will participate in up to four (4) monthly progress meetings with Owner to provide updates of work progress, budget and schedule status, current issues, variances in the scope of work, and review
 - c. Action Items. Anticipated future activities and Owner action items will be discussed. Engineer will prepare and submit an agenda to Owner before each meeting and prepare/distribute meeting minutes within five working days after the meeting.
 - d. Work Task Management: Engineer to provide general project management activities, including oversight of individual disciplines, change management, schedule management, quality control, and monthly invoice preparation for the duration of the project.
 - e. Engineer will develop and maintain a formal Request for Information (RFI), Decision and Action item Log that communicates data request between Owner and Engineer and documents decisions made during project.

- 2. Topographic Survey, Site Investigation and Owner-provided Data Review**
 - a. Engineer will review pertinent and available existing documents, including but not limited to GIS data, scanned as-constructed drawings, hard copy as-constructed drawings, floodplain data, and other sources provided by the Owner.
 - b. Engineer will use existing structure elevations and relative survey for this scope of work. Topographic Survey scope includes:
 - i. Topographical survey shall include points along approximately 5,600 linear feet of roadways, as indicated in Attachment A, within a 120 foot corridor, 60 feet on each side of existing centerline of those streets. Utility locates will be required.
 - ii. Document existing property and right-of-way monumentation along the roads. Resolving the right-of-way and property boundary are not part of this project.



- iii. Semi-permanent control points with X, Y and Z coordinates no further than 500 feet apart.
- iv. All points/shots with point numbers, descriptions and elevations, including storm sewer and sanitary sewer data.
- v. Digital Terrain Model (TIN) with contours, and a separate 2D file of topography (Z=0) on BMcD template base file.
- vi. Temporary Benchmark's along the project and outside the work limits. No temporary bench marks set on existing utilities (i.e. power poles, hydrants, sewer lids, etc.) and are to be placed no further than 500 feet apart. Control points and bench marks can be one and the same.
- vii. Line work of all existing utilities, driveways, walks, culverts, buildings, fences, lots, valves, trees (including diameters), utility poles, and all underground utilities, etc. shall be per BMcD's CADD requirements.

c. Deliverables

- i. Copies of all field notes and documents.
- ii. The final product or drawings shall be submitted in an AutoCAD 2016 or later format reflecting BMcD line styles, layers, blocks, patterns, symbols, plot style table, etc. and provide any technical assistance needed to upload data into AutoCAD.

3. Issued for Permit (IFP) Design

- a. Engineering for IFP Design will include development of Contract Drawings, specifications, and sequence of operations in support of the MDNR Construction Permit submission requirements.
- b. The IFP design will include discipline specific Contract Drawings completed to a level adequate to support submission to MDNR for construction permit. Anticipated drawings by discipline include:

Discipline	Budgeted Number of Drawings
General	2
Civil	12

- c. Engineer will review the IFP design documents, including drawings, in one (1) virtual meeting with MDNR staff.
- d. Deliverables will include the following:
 - i. PDF files of plans and specifications and opinion of probable construction cost.



4. Final Design

- a. Engineering for final Design will include development of Contract Drawings, specifications, and sequence of operations in support of the bidding and construction by Contractor.
- b. The final design will include discipline specific Contract Drawings completed to a level adequate to support bidding and construction by Contractor. Anticipated drawings by discipline include:

Discipline	Budgeted Number of Drawings
General	2
Civil	12

- c. Engineer will prepare an updated opinion of probable construction cost.
- d. Engineer will review the Final design documents, including drawings, in one (1) virtual meeting with Owner staff prior to issuing for bid. Owner will provide Engineer with comments ahead of this meeting so that Owner comments can be discussed.
- e. Deliverables will include the following:
 - i. PDF files of plans and specifications and opinion of probable construction cost.

5. Bid Phase Services

- a. Engineering for bid phases services to include coordination of Bid Documents, attendance at virtual pre-bid meeting, determination of bid award.
- b. Coordination of Bid Documents to include:
 - i. Preparation of bid advertisement
 - ii. Coordination of Owner cover sheet signatures
 - iii. Coordination with up to four (4) contractors to assist with bidding interest.
- c. Pre-bid tasks include:
 - i. Participate with up to one (1) virtual pre-bid meeting
 - ii. Respond to bidder questions, and develop addendum content for associated questions
 - iii. Develop technical content to support up to two (2) addenda
- d. Bid award:
 - i. Prepare recommendation of award
 - ii. Prepare issued for construction documents



- iii. Conformed to Contract documents excluded
- e. Deliverables include the following:
 - i. Overall procurement schedule, advertisement, and final Bid Documents
 - ii. Responses to bidder questions and issuance of addenda
 - iii. Bid tabulation and Letter of Recommendation

6. Construction Phase Services

- a. Excluded. To be submitted later.

Responsibilities of OWNER:

1. Attend project kickoff meeting and other meetings indicated in the Scope of Services.
2. Other information as requested by ENGINEER throughout the duration of the project.
3. Provide direction on watermain replacement.
4. Owner to provide data for existing infrastructure based on requested list provided by Engineer.
5. Assist Engineer by placing at Engineer's disposal all available information pertinent to assignment including previous reports, drawings, and any other data relative thereto. Engineer will rely upon the accuracy of information provided by the Owner, where direct observation of facilities does not provide additional information.
6. Engineer will rely upon geotechnical information furnished by the Owner without independent verification.
7. Guarantee access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform its services under this Agreement.
8. Examine all studies, reports, sketches, cost opinions, Drawings, proposals, and other documents presented by Engineer and render in writing decisions pertaining thereto.
9. Furnish approvals, and fees to obtain permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, for the durations established for the project.
10. Provide existing water main and sewer drawings and any available as-builts in digital format.
11. Provide public outreach and response to inquiries as required.

Clarifications and Assumptions:

1. Burns & McDonnell will follow our own QA/QC program.
2. Engineering services during construction are excluded, a separate proposal for those services will be submitted if requested by Owner.
3. Watermains included for replacement are at the direction of the Owner. No additional investigation or determination for replacement is included.



4. Easement document development and easement search reports are excluded.
5. A meeting every other week to update project status and progress via teleconference with the PM and OWNER personnel is included. Design engineers will participate in the weekly call only as needed.

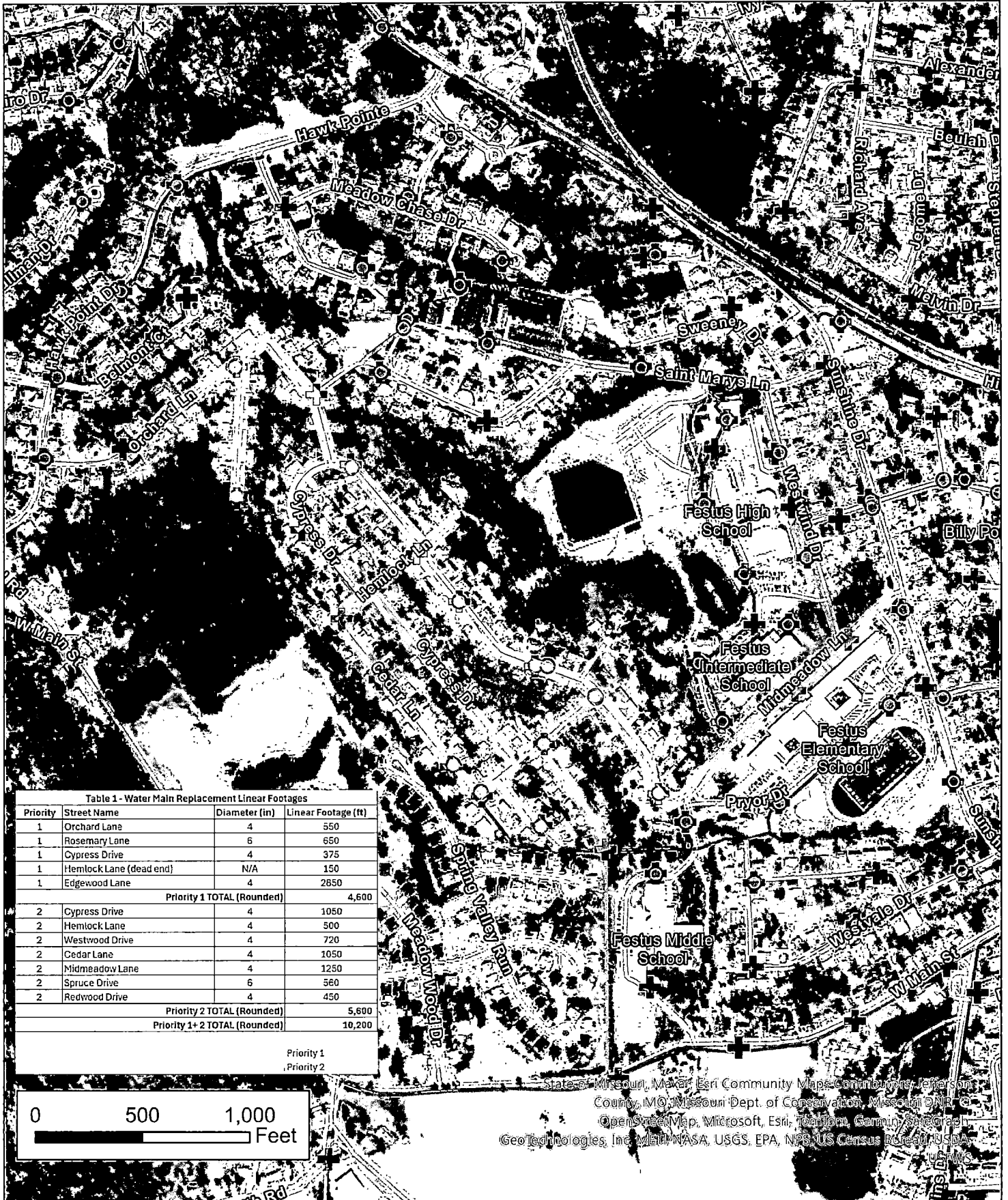
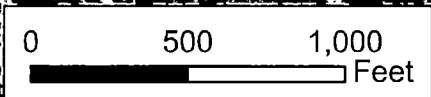


Table 1 - Water Main Replacement Linear Footages

Priority	Street Name	Diameter (in)	Linear Footage (ft)
1	Orchard Lane	4	550
1	Rosemary Lane	6	650
1	Cypress Drive	4	375
1	Hemlock Lane (dead end)	N/A	150
1	Edgewood Lane	4	2850
Priority 1 TOTAL (Rounded)			4,600
2	Cypress Drive	4	1050
2	Hemlock Lane	4	500
2	Westwood Drive	4	720
2	Cedar Lane	4	1050
2	Midmeadow Lane	4	1250
2	Spruce Drive	6	560
2	Redwood Drive	4	450
Priority 2 TOTAL (Rounded)			5,600
Priority 1+ 2 TOTAL (Rounded)			10,200

Priority 1
 Priority 2



State of Missouri, Maxar, Esri Community Maps Contributors, Jefferson County, MO, Missouri Dept. of Conservation, Missouri DNR, OpenStreetMap, Microsoft, Esri, Garmin, AeroGraphic, GeoTechnologies, Inc, METI, NASA, USGS, EPA, NPS, US Census Bureau, USDA, NRCS

Legend

Size	4	8	12	Unknown	Valves
	6	10	16	+	Hydrants

Festus Water System - Attachment A