
City of Arnold, Missouri

City Council
Council Chamber

December 16, 2021
7:00 p.m.

Zoom Link – Internet Audio/Video:

<https://us02web.zoom.us/j/87261197655?pwd=cVRjRGVaMTRTRGJhd3drMHBNLOU0QT09>

Dial-in Number: 312 626 6799

Meeting ID: 872 6119 7655

Passcode: 174765

AMENDED AGENDA

1. Pledge of Allegiance and Opening Prayer
2. Roll Call
3. Business from the Floor
4. Consent Agenda
 - A. Regular Council Minutes from **November 18, 2021**
 - B. Payroll Warrant **#T00077 in the Amount of \$328,843.34**
 - C. General Warrant **#5799 in the Amount of \$212,677.02**
 - D. Payroll Warrant **#T00086 In the Amount of \$346,616.96**
5. Ordinances:
 - A. **Bill #2813** An Ordinance Amending Article VII (Offenses Concerning Property) Of Chapter 215 (Offenses) Of The City Of Arnold Code Of Ordinances, By Adding A New Section 2115.11130, Pertaining To Vehicle Prowling.
 - B. **Bill #2814** An Ordinance Amending Title III Traffic Code, Table VIII-A Turn Restrictions, Restricting Left Turns During Certain Hours on Tenbrook at the Entrance to Walgreens Parking Lot.
 - C. **Bill # 2815** An Ordinance Of The City Council Of The City Of Arnold, Missouri Imposing A Use Tax For General Revenue Purposes At The Rate Equal To The Total Local Sales Taxes In Effect For The Privilege Of Storing, Using Or Consuming Within The City Of Arnold, Missouri Any Article Of Tangible Personal Property Pursuant To The Authority Granted By, And Subject To the Provisions Of Sections 144.600 Through 144.761 Of The Missouri Revised Statutes; Providing For The Use Tax To Be Repealed, Reduced or Raised in The Same Amount As Any City Sales Tax Is Repealed, Reduced or Raised: and Providing For Submission Of The

Proposal To The Qualified Voters Of The City For Their Approval At The General Municipal Election Called And To Be Held In The City Of Arnold, Missouri On April 5, 2022.

6. Resolutions:

- A. **Resolution # 21-60** A Resolution Authorizing a Lease/Purchase Agreement with Commerce Bank for the Acquisition of Vehicles and Equipment
- B. **Resolution # 21-61** A Resolution Appointing Members to The Tourism Commission
- C. **Resolution #21-62** A Resolution Authorizing The Mayor To Enter Into A Contract With TJ's Landscaping and Tree Service To Remove Two Trees.
- D. **Resolution #21-63** A Resolution Authorizing The City Administrator To Enter Into A Contract With Bartlett & West To Provide Professional Services Relative To Completing a STP Grant Application For Arnold Tenbrook Rd Phase 3.
- E. **Resolution #21-64** A Resolution Authorizing The Mayor To Enter Into A Contract With Hurst-Rosche Inc. To Provide Professional Engineering Services For Little Muddy Creek Watershed.
- F. **Resolution #21-65** A Resolution Authorizing The Mayor To Enter Into Task Order 13 With Intuition And Logic, Inc. To Provide Professional Services Relative To Designing An Enclosed Stormwater System From Christ Drive To A Street.
- G. **Resolution #21-66** A Resolution Authorizing The Mayor To Enter Into A Contract With Horner & Shifrin, Inc. To Provide Professional Services Relative To Completing A STP Grant Application For Old Lemay Ferry Rd and Richardson Rd Intersection.
- H. **Resolution #2167** A Resolution Authorizing The Mayor To Enter Into A Contract With Heneghan And Associates, P.C. To Provide Professional Conceptual Civil Engineering And Land Surveying Services For The Conceptual Design Of Four Drainage Improvement Projects Throughout The City.

7. Motions

- A. A Motion to Approve Liquor License Applications.
- B. A Motion to Approve Conditional Use Permit for SSM Physical Therapy (PC-2021-37)

8. Reports from Mayor and Council:
9. Administrative Reports:
10. Adjournment

Upon request, reasonable accommodations will be provided. Contact Tammi Casey, City Clerk, Arnold City Hall, 2101 Jeffco Boulevard, Arnold, Missouri 63010. Phone: 636-296-2100.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI IMPOSING A USE TAX FOR GENERAL REVENUE PURPOSES AT THE RATE EQUAL TO THE TOTAL LOCAL SALES TAXES IN EFFECT FOR THE PRIVILEGE OF STORING, USING OR CONSUMING WITHIN THE CITY OF ARNOLD, MISSOURI ANY ARTICLE OF TANGIBLE PERSONAL PROPERTY PURSUANT TO THE AUTHORITY GRANTED BY, AND SUBJECT TO, THE PROVISIONS OF SECTIONS 144.600 THROUGH 144.761 OF THE MISSOURI REVISED STATUTES; PROVIDING FOR THE USE TAX TO BE REPEALED, REDUCED OR RAISED IN THE SAME AMOUNT AS ANY CITY SALES TAX IS REPEALED, REDUCED OR RAISED; AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE GENERAL MUNICIPAL ELECTION CALLED AND TO BE HELD IN THE CITY OF ARNOLD, MISSOURI ON APRIL 5, 2022

WHEREAS, the City has imposed total local sales taxes, as defined in Section 32.085 RSMo, at the total rate of one and one-quarter percent (1.25%); and

WHEREAS, the City is authorized, under Section 144.757 RSMo, to impose a local use tax at a rate equal to the rate of the total local sales taxes in effect in the City; and

WHEREAS, the proposed City use tax cannot become effective until approved by the voters at a municipal, county or state general, primary, or special election;

NOW, THEREFORE, be it ordained by the City Council, as follows:

Section 1. Pursuant to the authority granted by, and subject to, the provisions of Sections 144.600 through 144.761 RSMo, a use tax for general revenue purposes is imposed for the privilege of storing, using or consuming within the City any article of tangible personal property. This tax does not apply with respect to the storage, use or consumption of any article of tangible personal property purchased, produced or manufactured outside this state until the transportation of the article has finally come to rest within this City or until the article has become commingled with the general mass of property of this City.

Section 2. The rate of the tax shall be equal to the total local sales tax in effect. If any city sales tax is repealed or the rate thereof is reduced or raised by voter approval, the city use tax rate also shall be deemed to be repealed, reduced or raised by the same action repealing, reducing or raising the city sales tax.

Section 3. This tax shall be submitted to the qualified voters of the City of Arnold, Missouri, for their approval, as required by the provisions of Section 144.757 RSMo, at the General election hereby called and to be held in the City on Tuesday, April 5, 2022. The ballot of submission shall

contain substantially the following language:

EXPLANATORY STATEMENT

Use tax is collected instead of sales tax when an out-of-state vendor does not have a sufficient legal presence in Missouri to be subject to sales tax. The State of Missouri already collects use taxes. Currently, the City receives no use tax revenue. If the voters approve a local use tax, the City will begin receiving use tax revenue on sales for use in the City by out-of-state vendors. At no time are a use tax and sales tax collected on the same transaction. The City of Arnold, Missouri, submits the following question:

LOCAL USE TAX PROPOSITION

Shall the City of Arnold impose a local use tax at the same rate as the total local sales tax rate, provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

Yes

No

If you are in favor of the question, place an "X" in the box opposite "Yes."

If you are opposed to the question, place an "X" in the box opposite "No."

Section 4. Within ten (10) days after the approval of this ordinance by the qualified voters of the City of Arnold, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

Section 5. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ TWO TIMES, PASSED AND APPROVED THE 16th DAY OF DECEMBER 2021.

Presiding Officer of the City Council

Ron Counts, Mayor

ATTEST:

Tammi Casey, City Clerk

1st reading: _____
2nd reading: _____

APPROVED AS TO FORM:

Robert Sweeney, City Attorney

RESOLUTION NO: 21-62

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH TJ'S LANDSCAPING AND TREE SERVICE TO
REMOVE TWO TREES.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with TJ's Landscaping and Tree Service to remove 2 large trees in the creek near Starling Airport Rd. and Electra Dr. the amount of \$10,400.00 for the City of Arnold.

A copy of said contract is attached hereto and made a part hereof reference.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



Mid America Tree Experts

We go out on a limb, so you don't have to.

2285 Wahl Street • Pacific, MO 63069
636-388-1116 • www.midamericatreeexperts.com
AndrewS@midamericatreeexperts.com
Office@midamericatreeexperts.com

PROPOSAL

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME City of Arnold

STREET Tom Passig - tpassig@arnoldmo.org

CITY Arnold STATE _____ ZIP _____

PHONE 636-262-1730 M-F : 730a - 330p

NAME Bridge at cross streets

STREET Sterling Airport Rd & Electra

CITY Arnold STATE Mo ZIP 63010

PHONE 636-262-1730 M-F : 730a - 330p

DESCRIPTION: 2 Tree Removals in Creek Bed

Remove 2 dead trees down in creek bed. The more concerning of the two trees is a large cottonwood that is leaning toward a privacy fence and house. Rootball of cottonwood has a lot of undermining- causing concern since tree already has a hard lean and is dear too dangerous for a climber - requiring use of the lift. Completion of job is contingent on multiple factors ie: access to tree, safety. Need permission on both sides of tree for access to yards for lift setup. May also need to clear some under brush to get to creek bed.

Not enough ground area for spider lift to set outriggers at bridge. Would have to shut down both lanes of traffic which we can not do. Emergency personnel need to be able to pass at any given time.

Will likely need one lane shut down when lifting cut pieces out of creek bed. Can City help with this?

Plan is to gain access to yards to set up lift as close to tree as possible. Control the fall by roping the limbs down in manageable pieces. Then lift the tree pieces out of creek bed. Chip all the brush and haul wood offsite. -Will there be assistance with place to dump the wood? If homeowners do not grant us access to yards to be able to reach tree with lift, or at any point tree becomes too unpredictable, tree work will stop and be reevaluated - possible crane use if needed. Contract will have to be updated at that point to continue due to significant price increase. Use of a crane would be last option - which could potentially increase cost of job by \$10,000 dollars.

We anticipate 3 days onsite to remove both trees with total clean up

AMOUNT: **\$10,885.00** QUOTED AMOUNT IS GOOD FOR 30 DAYS FROM DATE OF QUOTE.

The undersigned customer has read and understands the terms and conditions listed on the back of this proposal.

20+ Years
COMBINED EXPERIENCE
Stump Grinding • Tree Trimming & Removal

Liability Coverage: \$2,000,000

Mid America Tree Experts and its affiliates will not be responsible for life expectancy of trees from tree work or for damage to driveways or yards due to trucks or equipment.

Signature

Customer Signature

11/09/2021
Date

TERMS AND CONDITIONS OF THIS TREE SERVICE CONTRACT

Performance by Mid America Tree Experts LLC

Work crews shall arrive at the job site on date scheduled with customer unless otherwise noted herein. Mid America Tree Experts LLC shall attempt to meet all performance dates, but shall not be liable for damages due to delays from inclement weather or other causes beyond our control.

Workmanship:

All work will be performed professionally by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Unless otherwise indicated herein, Mid America Tree Experts LLC will:

- A. Remove wood, brush, and debris incidental to the work.
- B. Chip all brush & leave wood cut or uncut for customer.
- C. All brush, wood, and debris will be left on site for customer to clean up.

Stump Grinding:

Stump grinding converts a stump into mulch, and is an optional service which is not included in the Work unless specified in the Agreement. Contractor will grind stumps to 6 inches below ground and approximately 6 inches out from the point where the trunk meets the ground level unless otherwise specified in the Agreement. Some roots will remain because they will be further than 6 inches below the ground or more than 6 inches out from the main stump. The scope of Work does not include re-grading the area around a stump or removing or spreading these resulting piles of mulch.

Insurance:

Mid America Tree Experts LLC is insured for liability resulting from injury to persons or property, and all its employees are covered by Workers Compensation Insurance.

Ownership:

The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained from the owner. Mid America Tree Experts LLC and its affiliates are to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

Terms of Payment:

All accounts are net payable upon receipt of the invoice/upon completion of work unless otherwise stated here:

If outside assistance is used to collect on the account, the customer is responsible for all costs associated with the collection, including, but not limited to, attorney fees and court costs.

Cancellation policy:

After signing, this document represents a legal binding Contract. If customer cancels anytime after signing this document, a cancellation fee of \$500.00 or 10% of total amount of this contract which ever of the two is greater can be charged to the customer.

Timberline

Timberline Professional Tree Care LLC
3670 Rice Rd.
Pevely, MO 63070 US
(636)479-7475
ben@stltreecare.com
www.stltreecare.com

Quote

ADDRESS

City Of Arnold, MO
2900 Tenbrook Rd.
Arnold, MO 63010

SHIP TO

Starling Airport rd. @ creek bridge
near Electra

QUOTE

2481

DATE

12/07/2021

ACTIVITY

QTY

RATE

AMOUNT

Tree Removal

Complete road closure for 2 days required @
bridge. Closure to be performed by city of Arnold
street crews at no cost to Timberline, at a mutually
agreed-upon date and time.

Remove large Cottonwood in creek leaning
toward residence. This price does not include the
dead tree rear.

Complete clean up/ haul away/ disposal

Crane and operator

45T crane

CLIMBER/CHIP TRUCK/MINI/GRAPPLE/45T
CRANE

1

7,400.00

7,400.00

16

250.00

4,000.00

TOTAL

\$11,400.00

Accepted By

Accepted Date

Cash keeps our business alive. Payment is due upon completion of service.
Payments received more than 30 days after the due date will incur a \$30 fee, plus 1.5% of the invoiced amount per month.

TJ'S LANDSCAPING & TREE SERVICE

1002 Old Missouri State Rd.
Arnold, MO 63010
(636) 282-0407

PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO <i>City of Arnold</i>		PHONE	DATE <i>12-8-21</i>
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

*2 Cottonwood trees removed from
Creekbank & hauled away
located near Starling airport + electric*

*1st tree near bridge \$7,400.00
back tree \$3,000.00*

City provide traffic control

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

ten thousand four hundred 00/100 dollars (\$ *10,400.00*).
Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

[Signature]

Note: This proposal may be withdrawn by us if not accepted within *30* days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

RESOLUTION NO: 21-63

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH BARTLETT & WEST TO PROVIDE PROFESSIONAL SERVICES RELATIVE TO COMPLETING A STP GRANT APPLICATION FOR ARNOLD TENBROOK RD PHASE 3.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the City Administrator be, and is hereby authorized to enter into a contract with Bartlett & West to provide professional services relative to filling out and completing a STP Grant and submitting it to East West Gateway Council of Governments for the purpose of securing federal funds through the Surface Transportation Block Grant Program to improve Arnold Tenbrook Road for the amount not to exceed \$15,000 for the City of Arnold. Phase 3 of the Arnold Tenbrook Rd project begins east of Rosewood Dr and ends at Cliff Dr.

A copy of said contract is attached hereto and made a part hereof reference.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



1700-A Gilsinn Lane
Fenton, MO 63026
ph (888) 200-6464
www.bartlettwest.com

December 10, 2021

Judy Wagner, PE
Public Works Director
City of Arnold
2900 Arnold Tenbrook Road
Arnold, MO 63010

Re: Arnold Tenbrook STP Grant Application

Dear Judy:

Thank you for allowing Bartlett & West the opportunity to provide this proposal for professional services relative to filling out and completing a STP Grant and submitting it to East West Gateway Council of Governments for the purpose of securing federal funds through the Surface Transportation Block Grant Program to improve Arnold Tenbrook Drive.

Scope, fee, and schedule

The tasks below will be completed on an hourly basis plus expenses.

Task 1 - Gather all information necessary to complete and submit the Project Application Form for the Surface Transportation Block Grant Program to East West Gateway Council of Governments by their due date of February 10, 2022.

The total fee for the Project shall not exceed \$15,000 without authorization by Client. Any additions to the Scope of Work or changes in the extent of services provided will result in an equitable adjustment in the total fee.

The following items are specifically excluded from the scope of work:

1. Geotechnical or soils testing
2. Environmental assessment
3. Investigating or performing any archeological study

Client Responsibility

If the proposal is acceptable, please let me know and we can prepare the agreement.

This proposal is valid for 90 days from the date of this letter.

Sincerely,

Project Manager



Driving Community and Industry Forward, Together.

RESOLUTION NO: 21- 64

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH HURST-ROSCHE INC. TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES FOR LITTLE MUDDY
CREEK WATERSHED.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with Hurst-Rosche Inc. to provide professional engineering services to design selective improvements to stormwater management infrastructure in the Little Muddy Creek Watershed and adjacent neighborhood for the amount not to exceed \$140,000 for the City of Arnold.

A copy of said contract is attached hereto and made a part hereof reference.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



Hurst-Rosche, Inc.
James W. Roth, PE, PLS
President

November 10, 2021

Ms. Judy Wagner, P.E.
Public Works Director
City of Arnold
2900 Arnold Tenbrook Road
Arnold, MO 63010

SUBJECT: Little Muddy Creek Watershed
Stormwater Management Improvements

Dear Judy,

Per our recent discussions, we are pleased to submit this proposal for engineering services for the referenced project, to design selective improvements to stormwater management infrastructure in the Little Muddy Creek Watershed and adjacent neighborhood.

We have discussed the problem areas with your staff, and have done a windshield review of the areas needing attention. We have also reviewed the recently completed Melody Lane project for a comparison of the general construction scopes of work. The areas in question in the watershed and neighborhood have been identified as the following:

- ❖ Area 1 - Polly-Roy-Ray Drives
- ❖ Area 2 - Redwood-Lone Pine-Walnut Drives
- ❖ Area 3 - Karley Dr.-Piney Dr.-Jacqueline Terrace
- ❖ Area 4 - Arlene-Anna Drives @ Creek Crossing
- ❖ Area 5 - Key West Dr. @ Creek Crossing and Upstream

With this in mind, we have projected the engineering tasks to be as follows:

- Review of available information on existing stormwater and streetscape infrastructure, utilities, and past projects
- Surveying to establish topo and drainage baseline info
- Design of stormwater improvements
- Production of bid documents
- Opinion of probable estimated construction costs

Note that the engineering work described above to establish bid documents is largely anticipated to involve stormwater infrastructure improvements only (storm sewer repair/replacement, ditch grading, culverts, etc.). Large scale pavement reconstruction is not anticipated in this scope, other than whatever patching and limited replacement may be required due to the storm sewer work.

We anticipate the engineering fees required for the above scope if work to be approximately \$140,000, to be billed on an hourly rate, not-to-exceed basis.

5 Bank Square
East St. Louis, IL 62203
(t) 618.398.0890

www.hurst-rosche.com

If the above should be acceptable to you and the City Council, please sign in the space provided below. If you should have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



James W. Nold
Senior Project Manager

Accepted by: City of Arnold, MO

Name

Date

Title/Position

Fee Schedule
Hurst-Rosche, Inc.
Effective January 1, 2021

CLASSIFICATION	HOURLY RATE
Principal	185.00
Engineer IV	175.00
Engineer III	155.00
Engineer II	130.00
Engineer I	110.00
Architect IV	175.00
Architect III	145.00
Architect II	115.00
Architect I	95.00
Land Surveyor IV	150.00
Land Surveyor III	125.00
Land Surveyor II	105.00
Survey Tech I	65.00
Senior Project Manager	130.00
Project Manager	95.00
Engineering Technician VI	130.00
Engineering Technician V	115.00
Engineering Technician IV	105.00
Engineering Technician III	95.00
Engineering Technician II	85.00
Engineering Technician I	75.00
CADD Technician IV	100.00
CADD Technician III	85.00
CADD Technician II	75.00
CADD Technician I	65.00
Clerical	65.00

Project-related travel is \$0.50 per mile. All other direct charges include a 15% handling fee.

Terms and Conditions

Hurst-Rosche, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

ACCESS TO SITE

Unless otherwise stated, Hurst-Rosche, Inc. will have access to the site for activities necessary for the performance of the services. Hurst-Rosche, Inc. will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

FEE

Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time Services are rendered.

BILLINGS/PAYMENTS

Invoices will be submitted monthly for Services and reimbursable expenses and are due when rendered. Invoice shall be considered past due if not paid within 30 days after the invoice date and Hurst-Rosche, Inc. May without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the Service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection including reasonable attorney's fees.

INDEMNIFICATIONS

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless, Hurst-Rosche, Inc. his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Hurst-Rosche, Inc.

INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT

All opinions and conclusions of Hurst-Rosche, Inc. whether written or oral, and any plans, specifications or other documents and services provided by Hurst-Rosche, Inc. are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of Hurst-Rosche, Inc. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Hurst-Rosche, Inc. or the Client.

CERTIFICATIONS, GUARANTEES AND WARRANTIES

Hurst-Rosche, Inc. shall not be required to execute any document that would result in Hurst-Rosche, Inc. certifying, guaranteeing or warranting the existence of any conditions.

RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the Client and Hurst-Rosche, Inc. the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Hurst-Rosche, Inc.'s total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of Hurst-Rosche, Inc.'s fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include but are not limited to, Hurst-Rosche, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

TERMINATION OF SERVICES

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Hurst-Rosche, Inc. for all Services rendered to the date of termination, and reasonable termination expenses.

OWNERSHIP DOCUMENTS

All documents produced by under this agreement shall remain the property of the Hurst-Rosche, Inc. and may not be used by the Client for any other endeavor without the written consent of Hurst-Rosche, Inc.

DISPUTE RESOLUTION

Any claim or dispute between the Client and Hurst-Rosche, Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Hurst-Rosche, Inc.

RESOLUTION NO: 21- 65

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO TASK ORDER 13 WITH INTUITION AND LOGIC, INC. TO PROVIDE PROFESSIONAL SERVICES RELATIVE TO DESIGNING AN ENCLOSED STORMWATER SYSTEM FROM CHRIST DRIVE TO A STREET.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into Task Order 13 with Intuition and Logic, Inc. to provide professional services relative to designing an enclosed stormwater system beginning in the rear of lots 553 and 561 Christ Drive and daylighting at the box culvert under A Street into a tributary to the Meramec River. The project is divided into 2 phases. Phase 1 Includes schematic layout and developing a cost estimate. Phase 2 includes developing final design plans and specifications, permitting, easement documents and bidding services. The contract is not to exceed \$69,685.00.

A copy of said Task Order 13 is attached hereto and made a part hereof reference.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

**TASK ORDER REQUEST #13
TO GENERAL SERVICE AGREEMENT
BETWEEN THE CITY OF ARNOLD, MISSOURI AND INTUITION & LOGIC
FOR PROFESSIONAL SERVICES FOR CHRIST DRIVESTORMWATER IMPROVEMENTS**

This is a Task Order Request (TASK ORDER) to provide professional services under the General Service Agreement (AGREEMENT) entered into between THE CITY OF ARNOLD, MISSOURI (CITY) AND INTUITION & LOGIC (I&L) for professional services for stormwater projects. The AGREEMENT is hereby referenced and made part of this TASK ORDER. This TASK ORDER is governed by the AGREEMENT.

In consideration of the promises contained in the AGREEMENT, CITY and I&L agree as follows:

EFFECTIVE DATE

The effective date of this TASK ORDER shall be the AGREEMENT effective date or the signature date for Mayor Ron Counts, whichever is later.

SCOPE OF SERVICES

I&L shall provide the Services described in Attachment A, Task Order #13 Scope of Services.

SCHEDULE

I&L shall provide the Services pursuant to the Schedule set forth in Attachment B, Task Order #13 Schedule. This project is setup in two phases. Each phase will have a separate notice to proceed.

ARTICLE 5 - COMPENSATION

CITY shall pay I&L in accordance with Attachment C, Task Order #13 Compensation and per the AGREEMENT.

IN WITNESS WHEREOF, CITY and I&L have executed this TASK ORDER. The individuals signing this TASK ORDER represent and warrant that they have the power and authority to enter into this TASK ORDER and bind the parties for whom they sign.

City of Arnold, Missouri (CITY)

Intuition & Logic (I&L)

Signature
Name: Ron Counts
Title: Mayor

Signature 
Name: Mark Meyer, PE
Title: President

December 14, 2021

Date:

Date:

431873553
Fed. Tax I.D. No.

Attest by:
Name: Tammi Casey
Title: City Clerk

Approved as to form:
Name: Robert Sweeney
Title: City Attorney

Attachment A

Task Order #13 Scope of Services

The purpose of the following scope of services is to design an enclosed stormwater system beginning in the rear lots of 553 and 561 Christ Drive and daylighting at the box culvert under A Street into a tributary to the Meramec River. The project is divided into two phases. Phase 1 includes schematic layout and developing an order of magnitude cost estimate for final design and construction. Phase 2 includes developing final design plans and specifications, permitting, easement documents, and bidding services.

PHASE 1

1.0 Schematic Design

I&L will develop a schematic design, prepare layout exhibit in GIS, and prepare an order of magnitude cost estimate for final design and construction as follows:

1.1 Field Data Collection

Perform a Site visit to field check the existing conditions and drainage pathways and document potential challenges and opportunities for final design.

1.2 Hydrologic and Hydraulic Analysis

I&L will obtain existing GIS contour and other available information from the City or other readily available sources for use in delineating the contributing drainage area and developing flow rates for use in sizing the enclosed system.

1.3 Schematic Layout

I&L will prepare exhibit(s) in GIS illustrating the drainage area, proposed alignment, structure locations, easements, potential construction access and other schematic design items.

1.4 Cost Estimate

I&L will develop quantities based on the GIS layout and develop costs using the Metropolitan St. Louis Sewer District unit cost database.

1.5 Phase 1 Deliverable

I&L will deliver the GIS exhibit(s) and preliminary cost estimate to the City in PDF format via email.

Exhibits - I&L will prepare a conceptual level GIS based exhibit illustrating the schematic layout.

PHASE 2

2.0 Surveying

Boundary and Topographic surveying sufficient to produce final plans.

2.1 Boundary Data

Provide boundary data based on City and County records for the parcels indicated by yellow stars in the Survey Exhibit. Locate enough property corners to closely approximate boundary lines on the survey. Include parcel information and meets and bounds data.

2.2 Topographic Survey

Provide normal and customary topographic surveying sufficient to produce 1' contours. Topographic surveying limits are indicated by solid red lines in the Survey Exhibit.

2.3 Horizontal and Vertical Control

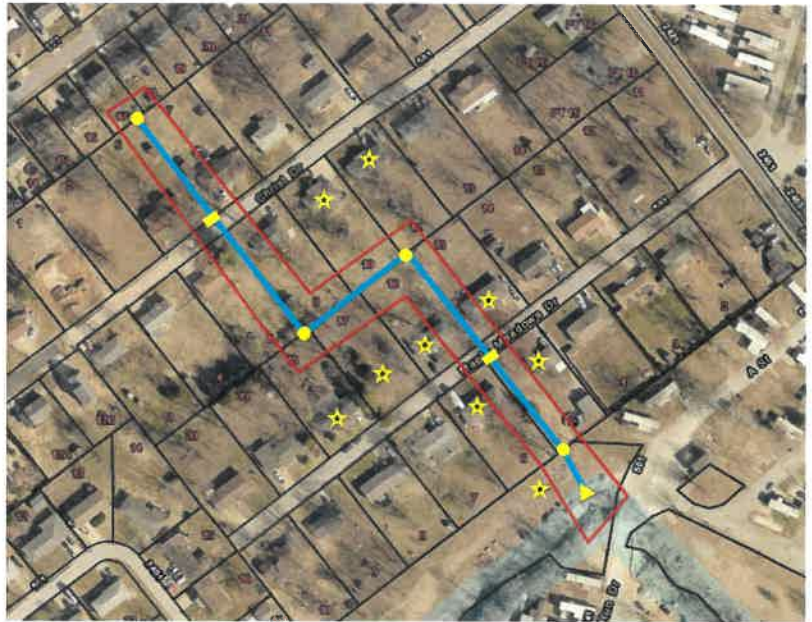
Establish survey control using existing available reference control monuments and place site control points and benchmarks with reference ties for use during construction. Horizontal

datum shall be Missouri State Plane East. Vertical datum shall be tied to a St. Louis County or MSD benchmark or shall tie into MoDOT's Continuously Operating Midwest RTK Network.

3.0 60% Design, Specifications and Cost Estimate

3.1 Preliminary Design

I&L will develop the stormwater system hydraulic model using HydraFLOW modeling software. I&L will refine the drainage area map developed in Phase 1 to develop flow rates for inlets and manholes. I&L will locate and size each design component of the approved approach in accordance with accepted design standards (City, County, State, Federal and others). Design may include, but not limited to:



Survey Exhibit

- Demolition and temporary relocation of facilities
- Pipes, manholes, culverts as needed
- Headwalls, structures, and toewalls as needed
- Pavement, curb, guardrail, fencing as needed
- Outlet energy dissipation protection as appropriate
- Construction access and limits of disturbance
- Utility relocations as needed
- Preliminary Easement/ROW requirements as needed
- Removal, replacement and/or relocation of amenities
- Other design items as needed

3.2 Utility Coordination

3.2.1 Utility Submittal

I&L will submit preliminary plans to the utility companies for their review and identification of utility locations as appropriate. The utility submittals will illustrate the concept plan and known utility locations. I&L will verify the location of utilities and areas of definite or potential utility disturbance, crossing and/or relocation.

3.2.2 Utility Coordination

I&L will follow up with each utility until I&L has either 1) determined that there is no conflict or 2) developed a mutually agreeable plan to address those utility conflicts identified. I&L will document discussions and the findings of "no conflict" or the agreed upon resolution.

3.3 Preliminary Plans

Preliminary plans will be produced in AutoCAD to illustrate the design and for use as a base for the preliminary cost opinion. The Preliminary plans will include the following sheets:

Cover, Notes and Abbreviations, Overall Location Plan, Access and Easement Information, Plan and Profile Sheets, Details, and others as needed.

3.4 Preliminary Quantities

Develop preliminary quantities based on the preliminary design.

3.5 Preliminary Cost Opinion

Prepare the preliminary opinion of construction costs based on the preliminary quantities and unit cost information. Unit cost data will be estimated using bid tabs for similar project and local available bid tab databases appropriate for these projects.

3.6 Quality Control Check

A Senior Design Engineer will review the design plans, calculations and cost opinion to check for practicality and that I&L's design protocols were followed in developing and documenting the design.

3.7 Preliminary Plan Submittal

I&L will submit preliminary plans and cost opinion to the CITY electronically in PDF format. The submittal will include Preliminary Design Plans formatted to print on 11"x17" sheets, Cost Opinion on 8½"x11" and electronic files as requested by the CITY.

3.8 Preliminary Plan Review Meeting

I&L will schedule and attend a meeting with the CITY to review the preliminary design, plans and cost analysis. I&L will prepare meeting summary notes in PDF format and submit them to the CITY via email for review and comment.

3.9 Preliminary Plans, Cost Review and Approval

The CITY will review the preliminary plans submittal and provide comments and conditional approval. I&L will incorporate the review comments into the final design plan.

4.0 Easement Documents

I&L will develop easement documents. Easement Documents shall include a plat illustrating each easement and a script providing meets and bounds description of the easement in addition to the standard CITY language. I&L will submit Easement Documents to the CITY via email in PDF format for the CITY's use in acquiring easements. Easement documents will be formatted for printing on 8½"x11" media.

5.0 Permitting

I&L will prepare and submit the necessary required permits for review and approval. These include:

5.1 USACE 404 Nationwide

5.2 DNR 401

5.3 Land Disturbance

5.4 Floodplain Development Permit

5.5 FEMA No-Rise Certification

5.5.1 Effective Model – Obtain FEMA regulatory model

5.5.2 Duplicate Effective Model – Repeat FEMA results

5.5.3 Corrected Effective Model – Correct errors and bring model to current modeling standards



Proposed System in FEMA Regulatory Zones

- 5.5.4 Existing Conditions Model – Add current topography and geometry.
- 5.5.5 Proposed Conditions Model – Model the effect of proposed designs on the regulatory floodway and floodplain.
- 5.5.6 Prepare and submit No-Rise Certification

OR

- 5.5.7 Letter Certification based on no change in the existing ground surface.

6.0 Final Plans, Specifications, Cost Opinion and Construction Documents

6.1 Final Design Plans

Final plans will be produced in AutoCAD to illustrate the design and for use as a base for the final cost opinion. The Final plans will include the following sheets: Cover, Notes and Abbreviations, Overall Location Plan, Access and Easement Information, Benchmark and Reference Ties, Demolition and Utility Relocation, Plan and Profile Sheets, Details, Restoration Plan sheets, and Erosion and Sediment Control.

6.2 Specifications

6.2.1 Standard Specifications

The Project Standard Construction Specifications will be the CITY's approved specifications and may include, but not limited to CITY, County, State and Federal design specifications.

6.2.2 Special Provisions

Special provisions will be prepared for all items not specifically covered in the project standard specifications.

6.3 Construction Documents (CD)

I&L will prepare construction documents using the CITY standard format. Construction Documents may include, but are not limited to the following components: Project Description, Invitation to Bidders, Contract Agreement, Bid Tab, General Conditions, Standard Specifications, Special Provisions, Bond Forms (Bid, Payment, Performance), Project Construction Forms (Notice of Award, Notice to Proceed, Application for Payment, Change order, among others as appropriate)

6.4 Final Quantities

I&L will develop final quantities based on the final design. The final quantities will be in the final bid tab format using the bid tab item descriptions and units.

6.5 Final Cost Opinion

I&L will prepare the final opinion of construction costs based on the bid tab final quantities and unit cost information appropriate for this region.

6.6 Quality Control Check

A Senior Design Engineer will review the design plans, calculations and cost opinion to check for practicality and that I&L's design protocols were followed in developing and documenting the design.

6.7 Final Plan, Specifications and CD Submittal

I&L will submit final plans, construction documents and cost opinion to the CITY as follows:

- Plans – One (1) bound plan sets on 24"X36" bond
- Specifications – One (1) bound sets of project specifications on 8½"X11" bond
- Construction Documents – One (1) bound sets of construction documents on 8½"X11" bond
- Cost Opinion – One (1) on cost opinion on 8½"x11" bond

- Electronic Files – I&L will email the final submittal documents to the CITY in PDF format.
- 6.8 Final Plans, Specs and CDs Review Meeting
I&L will coordinate and attend a meeting with the CITY to review the final plans, specifications, construction documents, and cost opinion. I&L will prepare meeting summary notes in PDF format and submit them to the CITY via email for review and comment.
- 6.9 Final Plans, Specs and CDs Review and Approval
The CITY will review the Final Plans Submittal documents and provide comments and conditional approval. I&L will incorporate the review comments into the approved documents.

7.0 Approved Documents

Upon approval of the Final Submittal documents, I&L will prepare and submit the approved documents. The submittal will include:

- Hard Copy Submittal – Plans: one (1) bound set on 24"X36" bond; Specifications: one (1) bound set of project specifications on 8½"X11" bond; Construction Documents: one (1) bound set of construction documents on 8½"X11" bond; Cost Opinion: one (1) cost opinion on 8½"x11" bond
- Electronic Bid Documents Submittal – Submit electronic copy of Plans, Specifications and Construction Documents in PDF format for use in electronic plan rooms and project bidding. Submittal shall be via email, DVD or other media as requested by CITY.
- Electronic Files – I&L will prepare one (1) CD or DVD containing all of the approved documents in their original electronic format (MS Word, MS Excel, MS PowerPoint, AutoCAD, Microstation, HEC-RAS, others) and in PDF format.

8.0 Bidding Services

8.1 Pre-Bid Meeting

I&L will attend a pre-bid meeting to review the plans and answer questions.

8.2 Requests for Information

I&L will respond to written requests for information during the bidding process and make the resulting information available to the other potential bidders via email notifications.

8.3 Addendum

I&L will prepare contract addendum in a timely fashion during the bidding period and make the addendum available to the other potential bidders via email notification.

8.4 Bid Tab Review and Recommendation

I&L will review the responses and prepare a table in MS Excel summarizing the bid tabs from respondents. Review shall include checking references from respondents to verify each respondent possesses the required construction experience. I&L shall prepare a memorandum summarizing the review findings and recommending a respondent to the County. The memorandum will be in PDF format and will contain the bid tabs.

ARNOLD - CHRIST DRIVE TO A STREET STORMWATER



Personnel Type/ Title	Principal	Project Manager	Engineer EI	Senior CAD/GIS Technician	Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
Personnel Billing Rate	225.00	175.00	105.00	105.00					
Quality Control Check	4				4.00	\$ 900.00			\$ 900.00
Final Plans, Specifications and CD Submittal		0.5	1		1.50	\$ 192.50			\$ 192.50
Final Plans, Specs and CDs Review Meeting					-	-			-
Prepare Review Meeting Agenda		0.5	1		1.50	\$ 192.50			\$ 192.50
Attend Meeting		2	2		4.00	\$ 560.00			\$ 560.00
Zoom Meeting					-	-			-
Meeting Summary		0.5	1		1.50	\$ 192.50			\$ 192.50
Final Plans, Specs and CDs Review and Approval					-	-			-
1 Full Size Quality Control Check Set					-	-			-
1 Full Size Deliverable Set					-	-			-
16 Number of Sheets Per Plan Set					-	-			-
1 Quality Control Specs, CDs and Cost					-	-			-
1 Deliverable Specs, CDs and Cost					-	-			-
200 Number of Sheets per Specs, CD and Cost					-	-			-
32 \$ 4 Printing Full Size Pfen Sets					-	-	\$ 128.00		\$ 128.00
400 \$ 1 Printing Specs, CD and Cost Sets					-	-	\$ 200.00		\$ 200.00
1 \$ 50 Envelopes and Postage					-	-	\$ 50.00		\$ 50.00
Subtotal =	4	16.5	57	40	119.50	\$ 14,322.50	\$ 378.00	\$ -	\$ 14,700.50
Approved Documents									
Hard Copy Submittal - Final plans, specifications, construction documents and cost opinion		1	2		3.00	\$ 385.00			\$ 385.00
Electronic Bid Documents - Submit electronic copy Plans and Construction Documents in PDF format for use in electronic plan rooms and project bidding. Submittal shall be via email		1	1		2.00	\$ 280.00			\$ 280.00
Electronic Files - I&L will prepare one (1) CD or DVD containing all of the approved documents in their original electronic format (MS Word, MS Excel, MS PowerPoint, AutoCAD, Microstation, HEC-RAS, others) and in PDF format.		2	2	2	6.00	\$ 770.00			\$ 770.00
Subtotal =	0	4	5	2	11.00	\$ 1,435.00	\$ -	\$ -	\$ 1,435.00

Attachment B
Task Order #13 Schedule

I&L shall begin work upon receipt of written notice to proceed. I&L shall perform work in a timely manner and shall complete the project as follows. A separate Notice To Proceed shall be issued by the City for each phase.

- Phase 1 shall be completed by February 3, 2022. Phase 1 shall consist of 30 calendar days.
- Phase 2 shall be completed by December 31, 2022. Phase 2 shall consist of 330 calendar days.

Attachment C
Task Order #13 Compensation

The compensation to be paid for the Services identified in Attachment A - Scope of Services shall be paid on a Time and Materials, Not to Exceed method of payment. A man-hour breakdown per project task is included in Attachment A – Task Order #13 Scope of Services.

The total compensation, including sub-consultant costs, if any, shall not exceed SIXTY NINE THOUSAND SIX HUNDRED EIGHTY FIVE DOLLARS AND NO CENTS (\$69,685.00) without prior written authorization by the CITY as follows:

Phase 1	\$ 4,963.00
Phase 2	\$ 64,722.00
TOTAL	\$ 69,685.00

The forgoing total compensation amount includes all expenses, which include, but are not limited to, sub-consultant services, transportation, subsistence, reproduction of reports, drawings, specifications, and other documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

RESOLUTION NO: 21- 66

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH HORNER & SHIFRIN, INC. TO PROVIDE
PROFESSIONAL SERVICES RELATIVE TO COMPLETING A STP
GRANT APPLICATION FOR OLD LEMAY FERRY RD AND
RICHARDSON RD INTERSECTION.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with Horner & Shifrin, Inc. to provide professional services relative to filling out and completing a STP Grant and submitting it to East West Gateway Council of Governments for the purpose of securing federal funds through the Surface Transportation Block Grant Program to improve Old Lemay Ferry and Richardson Rd intersection for the amount not to exceed \$13,000 for the City of Arnold.

A copy of said contract is attached hereto and made a part hereof reference.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between the City of Arnold, MO (Owner) and Horner & Shifrin, Inc. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Old Lemay Ferry TIP Application (Project). Engineer's services under this Agreement (Services) are generally identified as preparing a concept layout, cost estimate, and TIP funding application for improvements to Old Lemay Ferry Road, including improvements to Richardson Road intersection and culvert replacement.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: Application will be completed in a timeframe set forth by East West Gateway Council of Governments. If no specific time period is indicated, Engineer shall complete its Services within a commercially reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are

delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.0.
- E. Basis of Payment
 - 1. Hourly Rates. Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - c. The total compensation for Services and reimbursement of expenses is estimated to be \$13,000.00.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety

at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is less.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state of Missouri.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or

becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

This Agreement's Effective Date is **December 17, 2021**.

Owner:

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Engineer:

Horner & Shifrin, Inc.

(name of organization)

By:



(authorized individual's signature)

Date:

December 14, 2021
(date signed)

Name:

Ramin Ashrafzadeh
(typed or printed)

Title:

Associate Vice President
(typed or printed)

Address for giving notices:

401 S. 18th Street, Ste. 400
St. Louis, MO 63103

Designated Representative:

Name:

Ramin Ashrafzadeh
(typed or printed)

Title:

Associate Vice President
(typed or printed)

Address:

401 S. 18th Street, Ste. 400
St. Louis, MO 63103

Phone:

314-578-2380

Email:

rdashrafzadeh@hornersshifrin.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated [date].

ENGINEER'S STANDARD HOURLY RATES

- A. Standard Hourly Rates:
 - 1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
 - 2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.
- B. Schedule of Hourly Rates and Reimbursable Expenses: See attached.



Hourly Billing Rates by Classification
Effective: 7/4/21

CLASSIFICATION	RATE	CLASSIFICATION	RATE
AP1 PROFESSIONAL 1	\$ 285	GT4 COORDINATOR	\$ 86
AP2 PROFESSIONAL 2	\$ 147	IP1 AVP - GIS/IT/SURVEY	\$ 196
AT4 CLERICAL 3	\$ 86	IP2 SENIOR GIS/IT PROFESSIONAL	\$ 127
AT6 CLERICAL 6	\$ 63	IT2 GIS/IT ANALYST	\$ 96
BP1 AVP BUILDING SERVICES	\$ 189	IT5 GIS ANALYST	\$ 90
BP3 SR PM BUILDING SERVICES	\$ 184	SP1 VP STRUCTURAL ENGR	\$ 252
BP4 SR PM BUILDING SERVICES	\$ 160	SP2 AVP STRUCTURAL ENGR	\$ 200
BP5 SR PM BUILDING SERVICES	\$ 150	SP3 SR PM STRUCTURAL ENGR	\$ 185
BP7 PM BUILDING SERVICES	\$ 125	SP4 SR PM STRUCTURAL ENGR	\$ 176
BP8 PE BUILDING SERVICES	\$ 123	SP5 SR PM STRUCTURAL ENGR	\$ 165
BP11 DESIGN ENGR BUILDING SERVICES	\$ 99	SP6 PM STRUCTURAL ENGR	\$ 153
BP13 ENGR BUILDING SERVICES	\$ 85	SP7 PM STRUCTURAL ENGR	\$ 138
BTM1 TECH MGR BUILDING SERVICES	\$ 140	SP8 SR PE STRUCTURAL ENGR	\$ 129
BT1 PROF DESIGNER BUILDING SERVICES	\$ 122	SP9 PE STRUCTURAL ENGR	\$ 121
BT2 SR DESIGNER BUILDING SERVICES	\$ 103	SP 10 PE STRUCTURAL ENGR	\$ 113
BT3 DESIGNER BUILDING SERVICES	\$ 87	SP11 DESIGN ENGR STRUCTURAL ENGR	\$ 105
BT4 CAD TECH BUILDING SERVICES	\$ 77	SP12 DESIGN ENGR STRUCTURAL ENGR	\$ 98
BT5 CAD TECH BUILDING SERVICES	\$ 70	SP13 ENGR STRUCTURAL ENGR	\$ 90
CP1 DEPT MGR CONST SVCS	\$ 140	ST3 DESIGNER STRUCTURAL ENGR	\$ 95
CP3 PROJ ENGR CONST SVCS	\$ 115	ST6 CADD TECH STRUCTURAL ENGR	\$ 64
CT1 CONST SVCS TECH 1	\$ 117	SU1 PROFESSIONAL LAND SURVEYOR	\$ 135
CT2 CONST SVCS TECH 2	\$ 112	SU2 PROFESSIONAL LAND SURVEYOR	\$ 122
CT4 CONST SVCS TECH 4	\$ 93	SU3 SURVEY INSTRUMENT TECHNICIAN	\$ 104
CT5 CONST SVCS TECH 5	\$ 83	SU4 SURVEY INSTRUMENT TECHNICIAN	\$ 96
CT6 CONST SVCS TECH 6	\$ 55	TES1 ENV SCIENTIST TRANS CIV ENGR	\$ 170
EP1 VP ENVIRONMENTAL ENGR	\$ 250	TES2 ENV SCIENTIST TRANS CIV ENGR	\$ 155
EP2 AVP ENVIRONMENTAL ENGR	\$ 195	TES3 ENV SCIENTIST TRANS CIV ENGR	\$ 125
EP4 SR PM ENVIRONMENTAL ENGR	\$ 175	TES4 ENV SCIENTIST TRANS CIV ENGR	\$ 95
EP5 SR PM ENVIRONMENTAL ENGR	\$ 165	TES5 ENV SCIENTIST TRANS CIV ENGR	\$ 75
EP7 PM ENVIRONMENTAL ENGR	\$ 150	TP1 VP TRANS CIV ENGR	\$ 240
EP8 SR PE ENVIRONMENTAL ENGR	\$ 124	TP2 AVP TRANS CIV ENGR	\$ 195
EP9 PE ENVIRONMENTAL ENGR	\$ 119	TP3 ENGR MGR TRANS CIV ENGR	\$ 185
EP10 PE ENVIRONMENTAL ENGR	\$ 105	TP4 SR PM TRANS CIV ENGR	\$ 160
EP11 DESIGN ENGR ENVIRONMENTAL ENGR	\$ 101	TP5 SR PM TRANS CIV ENGR	\$ 150
EP12 DESIGN ENGR ENVIRONMENTAL ENGR	\$ 97	TP6 PM TRANS CIV ENGR	\$ 140
ET1 PROF DESIGNER ENVIRONMENTAL ENGR	\$ 116	TP7 PM TRANS CIV ENGR	\$ 130
ET3 DESIGNER ENVIRONMENTAL ENGR	\$ 83	TP8 SR PE TRANS CIV ENGR	\$ 120
ET4 CAD TECH ENVIRONMENTAL ENGR	\$ 66	TP9 PE TRANS CIV ENGR	\$ 115
ET5 CAD TECH ENVIRONMENTAL ENGR	\$ 65	TP10 PE TRANS CIV ENGR	\$ 105
ET6 CAD TECH ENVIRONMENTAL ENGR	\$ 62	TP11 DESIGN ENGR TRANS CIV ENGR	\$ 100
GP2 MANAGER	\$ 166	TP12 DESIGN ENGR TRANS CIV ENGR	\$ 95
GP3 MANAGER	\$ 146	TP13 ENGR TRANS CIV ENGR	\$ 90
GP4 MANAGER	\$ 135	TP14 ENGR TRANS CIV ENGR	\$ 87
		TT1 PROF DESIGNER TRANS CIV ENGR	\$ 107
		TT2 SR DESIGNER TRANS CIV ENGR	\$ 96
		TT3 DESIGNER TRANS CIV ENGR	\$ 85
		TT4 CAD TECH TRANS CIV ENGR	\$ 65
		TTM1 TECH MGR TRANS CIV ENGR	\$ 117

HORNER SHIFRIN

Reimbursable Expenses

1-Jun-21

EQUIPMENT

3D Scanner	\$500 Day
ATV/UTV	\$65 Day
Bridge Inspection Small Tools	\$105 Day
Manhole Inspection Camera (Go Pro)	\$25 Day
Manhole Smoker / Oil	\$0.05 Linear Foot
Mobile LiDAR Scanner (MX-9 Rental)	\$6,000 Day
Handheld Scanner (Geo Slam Rental)	\$4,000 Week
Traffic Counters	\$61 Each
UAS Drone	\$300 Day

EXPENSES

Airfare	Actual Cost + 10%
Copy	\$0.10 Each
Vehicle (Daily Rate)	\$65 Day
Vehicle (Mileage Rate)	Per IRS Mile
Facility Rental (Public Involvement)	Actual Cost + 10%
Large Format Bond	\$0.25 Square Foot
Large Format Photo Glossy	\$0.70 Square Foot
Large Format Adhesive/Specialty	\$1.75 Square Foot
Mounting of Display Boards	Actual Cost + 10%
Newspaper Advertisements / Legal Notices	Actual Cost + 10%
Outsourced Reproduction	Actual Cost + 10%
Overnight Delivery / Postage / Courier Service	Actual Cost + 10%
Overnight Lodging	Actual Cost + 10%
Per Diem	Per GSA.Gov
Railroad Fees and Expenses	Actual Cost + 10%
Recording Fees / Courthouse Fees	Actual Cost + 10%
Rented Equipment	Actual Cost + 10%
Security	Actual Cost + 10%
Specific Insurance (Required for Project)	Actual Cost + 10%
Tolls / Cabs / Mass Transit	Actual Cost + 10%
Traffic Control & Protection	Actual Cost + 10%

RESOLUTION NO: 21- 67

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH HENEGHAN AND ASSOCIATES, P.C. TO PROVIDE PROFESSIONAL CONCEPTUAL CIVIL ENGINEERING AND LAND SURVEYING SERVICES FOR THE CONCEPTUAL DESIGN OF FOUR DRAINAGE IMPROVEMENT PROJECTS THROUGHOUT THE CITY.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with Heneghan and Associates, P.C. to provide conceptual civil engineering and land surveying services for the conceptual design of four drainage improvement projects throughout the City, the amount not to exceed \$58,000 for the City of Arnold.

A copy of said contract is attached hereto and made a part hereof reference.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



HENEGHAN AND ASSOCIATES, P.C.

CIVIL ENGINEERS • LAND SURVEYORS

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Since 1986

TO: City of Arnold
2900 Arnold Tenbrook Road
Arnold, MO 63010
Attn: Judy Wagner, P.E., Public Works
Director

PHONE: (636) 282-6650

FROM: Curtis A. Westrich, P.E.

FILE NO.: 80128-201-P

DATE: December 15, 2021

FAX: (636) 282-2394

CELL: _____

WORK ORDER

On _____, 2021, Heneghan and Associates, P.C. was verbally instructed by
Judy Wagner to perform certain professional services. The scope of work
 outlined and understood by us as follows:

ARPA Drainage Projects, Arnold, MO

See The Attached Proposal Dated December 15, 2021.

Total ESTIMATED FEE FIXED FEE Amount of compensation \$ 58,000 NTE

Price Quote is good for 30 days.

Please sign and return to our office, the enclosed copy of the Work Order if the information contained herein is in accordance with your instructions. By signing this Work Order you guarantee to make full payment prior to release of our work product (plats, plans, etc.) unless agreed to in writing prior to commencement of work.

Professional services contained herein can be expected to begin upon receipt of the signed Work Order and a Retainer Fee of \$ _____

The services defined in this Work Order are governed by the General Conditions on Page 2 of this Work Order. Please read and agree to the General Conditions before signing below.

Accepted and Payment Guaranteed by:

 Title: _____
 Date: _____

Sincerely, Curtis A. Westrich, P.E.
 Heneghan and Associates, P.C.


 Title: Project Manager
 Date: December 15, 2021

800 Broadway, Suite 3
 Mt. Vernon, IL 62864
 (P) 618-533-6525
 (F) 618-533-6652

310A Vision Drive
 Columbia, IL 62236
 (P) 618-281-8133
 (F) 618-281-8290

1004 State Highway 16
 Jerseyville, IL 62052
 (P) 618-498-6418
 (F) 618-498-6410

1929 Richardson Road
 Arnold, MO 63010
 (P) 636-464-3610
 (F) 636-464-2059

"DEDICATING OUR SERVICES TO STRENGTHEN CLIENT TRUST"

GENERAL CONDITIONS

BY SIGNING THE FIRST PAGE OF THIS WORK ORDER, YOU ARE STATING YOU ARE IN AGREEMENT WITH THE FOLLOWING:

INDEMNIFICATION: The Client shall indemnify and hold harmless **HENEGHAN AND ASSOCIATES, P.C. (HA)** and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client, or anyone for whose acts any of them may be liable.

TERMS OF PAYMENT: Unless otherwise provided for in this contract **HA** will submit monthly invoices for work which has been completed. Each invoice is due and payable within 30 days of invoice date, after which it will be deemed Past Due. Any Past Due invoice will be assessed a late charge of 1-1/2% per month, or fraction of a month, or the highest lawful interest rate of the state in which the Client's office is located. If the invoice becomes 60 days Past Due, work on the project will be stopped until the balance is paid in full including charges for any unbilled work done. **HA** retains the right to file a lien against the property if the invoice is 90 days or more Past Due. Fees are due and payable as outlined above and are in no way contingent on the Client obtaining funding or receiving funds from others. All documents and information including, but not limited to, Elevation Certificates, Plats of Survey, Blueprints, and Photocopies will not be released until invoices are paid in full.

ATTORNEY'S FEES: In the event that there is a default under this Agreement and it becomes necessary for **HA** to employ the services of an attorney either to enforce or to terminate this agreement, with or without litigation, or file a lien, the Client shall pay **HA's** reasonable attorney fees, court costs, recording or filing costs, and any other expenses as are incurred in enforcing or terminating this agreement or filing a lien.

BILLING INFORMATION

STANDARD TIME BASIS: Fees for professional and/or technical services which are to be performed in connection with any project on **HA** Standard Time-Basis will be calculated as follows:

Charges shall be equal to total of (a) "Direct Hourly Rates", (b) "Reimbursable Expenses", (c) 110% of "Subcontract Expenses".

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project, including transportation, subsistence and other travel expenses, toll calls, printing of specifications, reproductions, blue prints, mailing and similar items.

"Sub-contract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, explorations, aerial surveys, computer services, renderings, models, ownership searches, soil boring, soil testing, materials testing, and similar items.

ESTIMATES OF FEES, BASED ON HOURLY RATE: If an estimate of **HA's** fee is stated in this Proposal, the estimate shall not be considered a firm figure.

FEES BILLED AS A PHASED FIXED FEE: Phased Fixed Fee billings for professional services will be based upon **HA's** estimate of the proportion of the total services actually completed at the time of billing.

RESPONSIBILITY OF HA: Basic services and associated responsibilities shall be in accordance with the terms and conditions outlined in the 2014 (or latest) edition of the Engineers Joint Contract Documents Committee (EJCDC) E-500 Agreement documents set.

RESPONSIBILITY OF CLIENT: Services and associated responsibilities shall be in accordance with terms and conditions outlined in the 2014 (or latest) edition of the Engineers Joint Contract Documents Committee (EJCDC) E-500 Agreement documents set.

CONSTRUCTION OBSERVATION: If, as a part of this contract, **HA** is providing construction observation, **HA** shall make visits to the construction site to observe the progress and quality of the contractor's(s) work to determine in general if such work is proceeding in accordance with the contract documents. **HA** shall not be required to make exhaustive or continuous on-site inspections to check quality or quantity of such work. **HA** shall not be responsible for the means, methods, techniques, sequences or procedures of construction or of the safety precautions and programs incident to the work of the contractor. **HA** does not warrant or guarantee contractor's(s) work, and shall not be responsible for the failure of contractors to perform the work in accordance with the construction documents.

CONSTRUCTION ESTIMATES: **HA** does not guarantee its opinions of probable construction cost. If the Client wishes greater assurance as to probable construction costs or if the Client wishes formal estimates, an independent Cost Estimator should be employed. The Client shall advise **HA** in writing at an early date the budgetary limitations for the overall project cost or construction cost. **HA** will endeavor to work within those limitations. If requested, **HA** will periodically submit opinions as to the probable construction cost.

SURVEY ESTIMATE: The reason for such a large range in the survey cost estimate is due to the fact that most, if not all, of the property corners should be monumented; however, it is not known if all of these corners are still in place. The additional expense will be necessary if some of the corners are difficult to find, or if they have been destroyed. If difficult to find, we will have to establish control points and calculate a location; if they are destroyed or missing, we will have to re-establish them.

LIMITATION OF LIABILITY: The Client agrees to limit the Design Professional's liability to the Owner and to all construction contractors and subcontractors on the project due to the Design Professional's negligent acts, errors, or omissions, such that the total aggregate liability of the Design Professional to all those named shall not exceed the total fee for services rendered under this Agreement, or \$50,000, whichever is greater.

CONTRACTOR'S INSURANCE: If, as part of this Agreement **HA** is to prepare bid documents and/or owner-contractor contracts, the Client will provide **HA** with all information as to insurance requirements to be carried by the construction contractor(s), if the Client does not provide this information to **HA** in a timely fashion **HA** will provide in the bid documents a set of insurance requirements which in the opinion of **HA** may be appropriate for the job. Inasmuch as **HA** is not in the business of advising on insurance matters, **HA** does not guarantee the amount of insurance specified will be sufficient. The Client will hold **HA** harmless in the event of any loss suffered as a result of insufficient insurance coverage.

MEDIATION: In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the client and **HA** agree that all disputes between them arising out of or relating to this Agreement or the project shall be submitted to nonbinding mediation. The client and **HA** further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The costs associated with mediation shall be equally split 50/50 between the two parties.

REUSE OF DOCUMENTS: All documents including, but not limited to, drawings, specifications, and electronic media furnished by **HA** pursuant to this Agreement are instruments of this service in respect of the project. They are not intended or represented to be suitable for reuse by **HA** or others on extensions of the project or on any other project. Any reuse without specific written verification or adaptation by **HA** will be at Client's sole risk and without liability or legal exposure to **HA** and Client shall indemnify and hold harmless **HA** from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **HA** to further compensation at rates to be agreed upon by Client and **HA**.

TERMINATION: This Agreement is subject to termination by Client or **HA** should the other fail to perform its obligations hereunder. In the event of any termination, **HA** will be paid for all services rendered to the date of termination, including all sub-consultant/sub-contractor expenses, all reimbursable expenses, and all reimbursable termination expenses, including reasonable attorney fees, court costs, recording or filing costs, and any other expenses as are incurred in enforcing or terminating this agreement.

MISCELLANEOUS: If the Client issues a Purchase Order of which this Proposal becomes a part, then the terms of this Proposal will take precedence in the event of conflict of terms. This document shall be governed by the laws of the State of Missouri. In the event that any part of this document is held invalid to any court of competent jurisdiction the remainder of the Agreement shall remain in full force and effect.



HENEGHAN AND ASSOCIATES, P.C.

CIVIL ENGINEERS • LAND SURVEYORS

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Since 1986

December 15, 2021

City of Arnold
2900 Arnold Tenbrook Road
Arnold, MO 63010

Attn: Ms. Judy Wagner, P.E., Public Works Director

RE: ARPA Drainage Projects
H&A Project No. 80128-201 P

Ms. Wagner:

As requested, Heneghan and Associates (H&A) is pleased to provide the City of Arnold with a proposal to provide conceptual civil engineering and land surveying services for the conceptual design of 4 drainage improvement projects. The project work consists of conceptual civil engineering design for the 4 drainage projects, conceptual surveying as needed, concept plan exhibit, project narrative, meetings/coordination with the City, cost projections, identifying permitting requirements, and identifying Easements/ROW requirements. The attached aerial exhibit shows the location of the proposed drainage improvement projects.

The proposed Scope of Work and the breakdown of the associated fees for the requested services for this project are listed below. A formal Work Order is attached for execution by the City of Arnold. Our work will be provided on a time-and-material basis and will be invoiced monthly in accordance with our manhours/expenses rates in effect at the time of the accrued manhour/expense (current rate sheet attached).

BASIC SERVICES:

1a. Church Rd Wall (<i>time-and-materials</i>)	\$ 14,000.00
1b. Arnold Tenbrook Wall (<i>time-and-materials</i>)	\$ 9,000.00
2. Dudler Dr Bank Stabilization (<i>time-and-materials</i>).....	\$ 9,000.00
3. Washout Pit (<i>time-and-materials</i>).....	<u>\$26,000.00</u>
Basic Services Total (Not To Exceed)	\$ 58,000.00

The following is a description of the various services included in the fees listed above. It also lists the qualifications, assumptions, and exclusions used in developing these fee amounts. The Scope of Work for this project has been developed from correspondence, meetings, conversations, and as further specified below.

1a. Church Road Wall

Segmental retaining wall # 8 on the south side of Church Road at Stardust Dr...the project improvements consists of adding PCC gutter behind the wall and wall repairs/replacement as needed.

□ 838 East McCord
Centralia, IL 62801
(P) 618-533-6525
(F) 618-533-6652

□ 310A Vision Drive
Columbia, IL 62236
(P) 618-281-8133
(F) 618-281-8290

□ 1004 State Highway 16
Jerseyville, IL 62052
(P) 618-498-6418
(F) 618-498-6410

□ 1929 Richardson Road
Arnold, MO 63010
(P) 636-464-3610
(F) 636-464-2059

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The conceptual design services (fee \$11,500) includes conceptual engineering which will identify potential utility relocations, Easements/ROW requirements in addition to investigating the structural stability of the wall and recommended improvements. The cost projections (fee \$2,500) includes surveying, Esmts/ROW (if required), engineering design, improvement plans, construction costs, utility relocations (if required), bidding documents, and construction services.

1b. Arnold Tenbrook Wall

PCC retaining wall on the north side of Arnold Tenbrook Road at Friend Tree Ln...the project improvements consists of reconstructing the PCC gutter behind the wall which has settled significantly, minor regrading to match new gutter elevation, and inlet repair/modifications. The conceptual design (fee \$6,800) services includes surveying to evaluate various improvement options, and conceptual engineering which will identify potential permitting & Easements/ROW requirements. The cost projections (fee \$2,200) for the total project includes Esmts/ROW (if required), engineering design, improvement plans, construction costs, bidding documents, and construction services.

2. Dudler Dr Bank Stabilization

South bank stabilization of creek from the bridge east to the end of the road...the project improvements consists of regrading the bank (which is nearly vertical), stabilization of bank with Riprap (or other options), in addition to repairing the undercut road. The conceptual design services (fee \$5,000) includes conceptual engineering which will identify potential utility relocations, permitting, and Easements/ROW requirements. The cost projections (fee \$4,000) for the total project includes surveying, Esmts/ROW (if required), engineering design, improvement plans, construction costs, utility relocations (if required), bidding documents, construction services, permitting (if required), and property buyout (if required).

3. Washout Pit

Washout Pit at the Public Works Facility to meet BMPs for the Flusher/Vacuum Truck dumping...the project improvements consist of 2 chambers for dumping of Flusher/Vacuum truck and Concrete Buggy including filter and underdrains and concrete slab for 2 dumpsters. The project design and construction plans are completed except for the filter media specifications so there is minimal conceptual engineering required but we have also included the remaining engineering cost spent to date (fee \$9,100). The Bidding Documents including final construction plans with notes on the plans and front end documents for bidding purposes (fee \$6,000). Construction staking services...1 time only (fee \$6,000). Bidding assistance to the City of Arnold (fee \$3,300). The cost projections (fee \$1,600) for the total project includes construction costs only.

INFORMATION TO BE PROVIDED BY THE CLIENT:

The following information will need to be provided to us by the Client:

1. Any plans of existing improvements.
2. Any conceptual plans/study previously done by the city.

ADDITIONAL SERVICES:

The following services and any other services that are not defined above are not included in the fee amounts listed above. These or any other additional services not specified herein that become necessary as part of the project would be considered additional services and may be provided by executing a Change in Scope of Services form outlining the additional scope and fees. All request for additional services agreed to verbally or via email shall also be considered an approved Change in Scope of Services:

- Storm water quality features such as bioretention basins, infiltration basins, rain gardens, or similar storm water treatment systems.
- Geotechnical engineering, including soil borings, testing, or reports, compaction testing, or construction materials testing.
- Permitting services.
- Landscape or lighting design/plans.
- Traffic engineering, including traffic study or report.
- Any wetlands, mitigation plans, and related issues for the Corps of Engineers 404 permit or an EPA 401 permit.
- Cultural resources, demographic or archaeology studies.
- Major revisions to the Conceptual Plans and/or Project Narrative that may be required by the City.
- Technical specifications.
- Contract documents for bidding (except for the Washout Pit Project).
- Bidding Assistance (except for the Washout Pit Project).
- Construction services including award assistance, construction administration, construction observation, construction staking (except for the Washout Pit Project), RFIs, change orders, etc.

SCHEDULE:

The anticipated schedule for this project is to be completed on Feb 3, 2022. This schedule is subject to receiving a signed work on 12/17/21.

We are very grateful for the opportunity to be of service to the City of Arnold and we trust that this proposal will meet your needs and budget. For your convenience, we have enclosed our Work Order for your execution. Receipt of the signed Work Order shall serve as our notice to proceed. If you need any further information, or if you have any questions, please do not hesitate to call.

Sincerely,
HENEGHAN AND ASSOCIATES, P.C.

Curtis A. Westrich, P.E.
Project Manager

c. H&A File 80128-201-P



HENEGHAN AND ASSOCIATES, P.C.

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Professional Services Rates

Effective January 1, 2021

	<u>Per Hour</u>
Administrative Technician I	\$55.00
Administrative Technician II	65.00
Administrative Technician III	80.00
Administrative Technician IV	120.00
Construction Technician I	65.00
Construction Technician II	85.00
Construction Technician III	95.00
Construction Technician IV	100.00
Engineering / Surveying Technician I	50.00
Engineering / Surveying Technician II	90.00
Engineering / Surveying Technician III	100.00
Engineering / Surveying Technician IV	115.00
Land Surveyor I	90.00
Land Surveyor II	130.00
Project Engineer I	120.00
Project Engineer II	130.00
Project Engineer III	140.00
Project Engineer IV	160.00
Project Manager I	120.00
Project Manager II	140.00
Project Manager III	160.00
Project Manager IV	160.00
Survey Crew – One Man	120.00
Survey Crew – Two Man	160.00
UAV Crew – One Man	115.00
UAV Crew – Two Man	185.00
Survey Crew & UAV Crew – Two Man	205.00
Expert Witness	240.00
Mileage – Standard	0.56 / mile
Mileage – Survey / Construction Observation Vehicle	0.80 / mile

□ 800 Broadway, Suite 3
Mt. Vernon, IL 62864
(P) 618-533-6525
(F) 618-533-6652

□ 310A Vision Drive
Columbia, IL 62236
(P) 618-281-8133
(F) 618-281-8290

□ 1004 State Highway 16
Jerseyville, IL 62052
(P) 618-498-6418
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□ 1929 Richardson Road
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Material Rates Effective January 1, 2021

Partial listing of material costs:

Hubs, laths, stakes	\$1.00 / each
Iron Pins	3.00 / each
Railroad Spikes	2.00 / each
Concrete Markers	20.00 / each
Steel Fence Posts	6.00 / each
Mileage	0.56 / mile
Mileage – Survey / Construction Observation Vehicle	0.80 / mile

Reproduction:

Construction Plans (job related)	\$0.60 / print
Construction Plans (not job related) – H&A locates mylar	5.00 / print
Construction Plans (not job related) – Customer’s mylar	3.00 / print
Xerox Engineering Copies (22” X 34”) – First three copies	8.00 / copy
Xerox Engineering Copies (22” X 34”) – Additional copies	4.00 / copy
Photocopies (job related)	0.10 / copy
Photocopies (not job related)	0.25 / copy
Binding Sets	1.00 / each
Mylar Film (22” X 34”)	5.00 / sheet
Vellum (22” X 34”)	1.00 / sheet

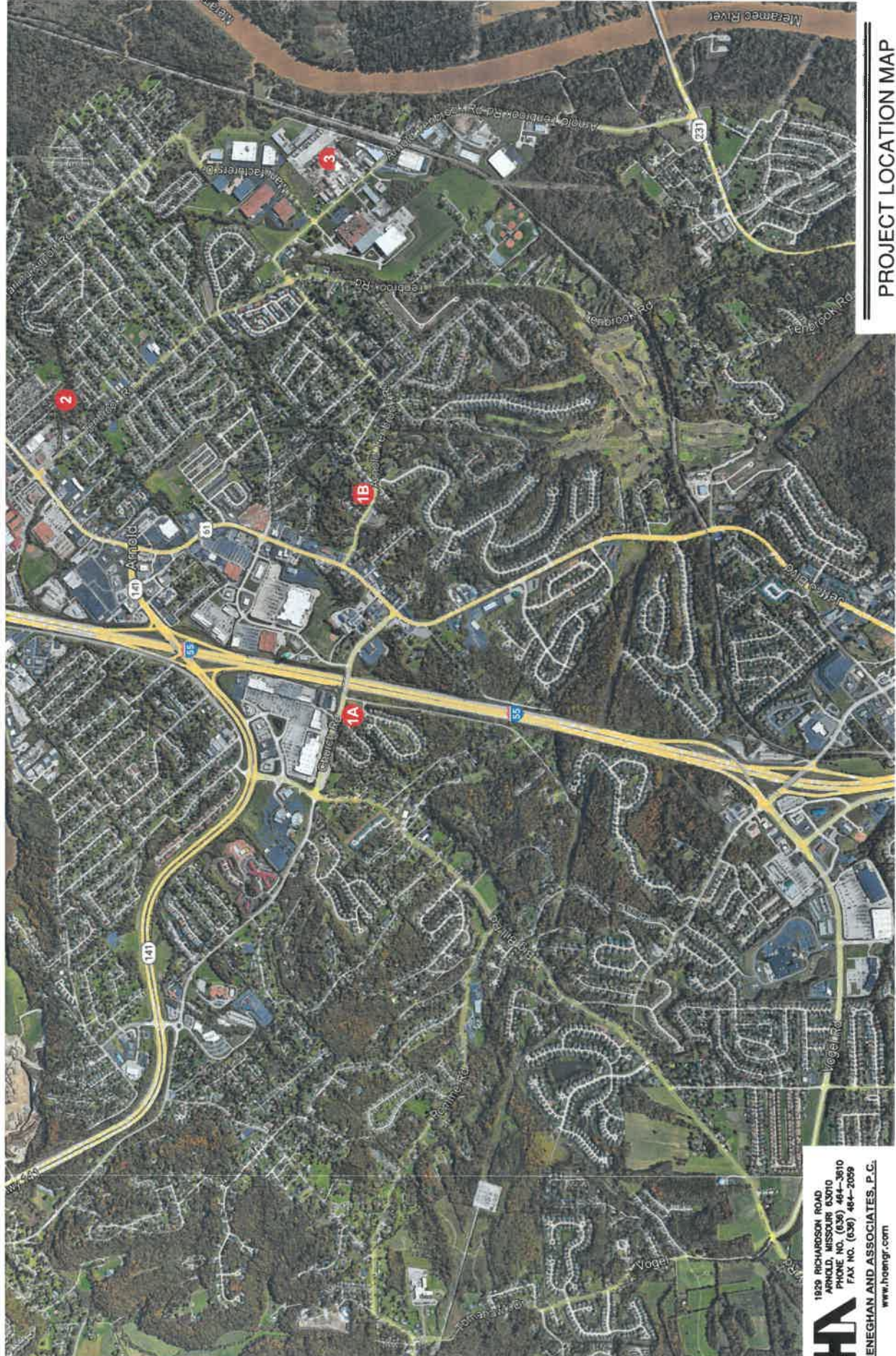
□ 800 Broadway, Suite 3
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PROJECT LOCATION MAP

HA
HENEGHAN AND ASSOCIATES, P.C.
www.haengr.com
1939 RICHARDSON ROAD
ARNOLD, MISSOURI 63010
PHONE NO. (636) 464-3610
FAX NO. (636) 464-2059



CITY COUNCIL AGENDA ITEM STAFF REPORT

MEETING DATE:	December 16, 2021
TITLE:	PC-2021-37 SSM Physical Therapy (Conditional Use Permit)
DEPARTMENT:	Community Development
PROJECT MANAGER:	Sarah Turner, Senior Planner
REQUESTED ACTION:	No Action, Conditional Use Permit stands approved
ATTACHMENTS:	(1) Conditional Use Permit Document (C.U.P. 2021-37)

EXECUTIVE SUMMARY:

Joe LaGuardia, of RVA Architects on behalf of SSM Health, requested approval of a Conditional Use Permit (CUP) for “Clinics” to allow for an outpatient physical therapy clinic to be located at 3920 Vogel Rd. within a “C-3” Commercial District.

REVIEW & ANALYSIS:

At its December 14, 2021 meeting, the Planning Commission held a public hearing for the CUP application. Staff found the request consistent with the CUP review criteria contained in the Zoning Ordinance subject to conditions of approval. The applicant was present via Zoom. No members of the public were present at the advertised public hearing. The Planning Commission had no questions of the applicant or Staff.

RECOMMENDATION:

On December 14, 2021, the Planning Commission, by a vote of 5 to 0, voted to recommend approval of the Conditional Use Permit subject to the three (3) conditions contained in the attached Conditional Use Permit. The conditions of approval are general requirements of all conditional uses.

CONDITIONAL USE PERMIT 2021-37

WHEREAS, SSM Health has approval for a Conditional Use Permit for "Clinics" to allow for an outpatient physical therapy clinic at 3920 Vogel Rd., within the "C-3" Commercial District, as provided in the Arnold Zoning Ordinance.

WHEREAS, on December 14, 2021, the Planning Commission has held a Public Hearing pursuant to the laws of the City of Arnold, and

WHEREAS, on December 16, 2021, the City Council found the proposed land use not detrimental to the surrounding land uses.

NOW THEREFORE, the City Council hereby issues a Conditional Use Permit to operate a Clinic at 3920 Vogel Rd.

This Conditional Use Permit shall be identified as C.U.P. 2021-37 and shall be developed in general conformance with City of Arnold Ordinances and with the following three (3) conditions:

1. This Conditional Use Permit may be revoked by the City Council if the terms of the permit have been found to have been violated. The procedure for revocation shall require a hearing before the City Council.
2. Revocation of this Conditional Use Permit shall constitute grounds for the revocation of all other City licenses and/or permits associated with this business establishment.
3. Approval for Conditional Use Permit does not supersede other local, state, or federal requirements.

Andrew Sutton
Planning Commission Chairman

Date

Before me personally appeared, Andrew Sutton known to be the Chairman of the Planning Commission for the City of Arnold, who executed the same on the City of Arnold's behalf.

Notary

Date