



**City Council Meeting
Council Chamber**

**May 2, 2024
7:00 P.M.**

AMENDED AGENDA

1. Pledge of Allegiance and Opening Prayer
2. Roll Call
3. Business from the Floor
4. Organization of the Council

Election of Mayor Pro-Tem
Mayoral Committee Appointments
5. Consent Agenda
 - A. Regular Council Meeting Minutes from **April 4, 2024.**
 - B. Payroll Warrant **#T00668 In the Amount of \$389,186.62.**
 - C. Payroll Warrant **#T00670 In the Amount of \$382,463.65.**
 - D. General Warrant **#5856 In the Amount of \$1,029,856.78.**
 - E. General Warrant **#5857 In the Amount of \$976,477.91.**
6. Ordinances:
 - A. **Bill #2873** An Ordinance Providing for the Amendment of the Fiscal Year 2024 Budget.
7. Resolutions:
 - A. **Resolution 24-19** A Resolution Re-Appointing Individuals to Serve on the Police Personnel Board with Different Expiration Dates.
 - B. **Resolution 24-20** A Resolution Approving an Agreement with Great River Engineering to Prepare A Railroad Crossing Elimination Grant Application.

8. Motions:

A. A Motion to Approve Liquor License Applications.

B. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for the Purpose of Discussing Litigation and Real Estate. Pursuant to RSMo 610.021 (1) and (2).

9. Reports from the Mayor and Council

10. Administrative Reports

11. 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

RESOLUTION NO: 24-20

**A RESOLUTION APPROVING AN AGREEMENT WITH GREAT RIVER
ENGINEERING TO PREPARE A RAILROAD CROSSING ELIMINATION GRANT
APPLICATION.**

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the attached agreement with Great River Engineering to prepare a Railroad Crossing Elimination Grant Application is hereby approved.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



5321 Agreement

AGREEMENT BETWEEN CLIENT AND CONSULTANT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT between

Company name

Great River Associates, Inc.
(dba Great River Engineering)

Company address

2826 S. Ingram Mill Springfield,
MO 65804

Hereinafter referred to as

Consultant

AND

City of Arnold, MO
201 Jeffco Blvd
Arnold, Missouri 63010
Hereinafter referred to as Client

Project:

Railroad Crossing Elimination (RCE) Grant 2024 Application

Client and Consultant agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A – “Scope of Services.”

ARTICLE 2. CLIENT’S RESPONSIBILITIES

Client shall pay Consultant as set forth in Exhibit B – “Payments to Consultant for Services and Reimbursable Expenses.”

Client shall provide Consultant with all criteria and full information as to Client’s requirements for the Project.

Client shall furnish to Consultant all Project related information and data as is reasonably required to enable Consultant to complete its Scope of Services.

If the Scope of Services includes Engineering or Surveying services on a specific property (subject property), Client shall furnish to Consultant a copy of a current title commitment. If no current title commitment is available for subject property, Client shall furnish Consultant a complete title search to include, but not limited to, the following items: (1) Deeds of record for subject property and all adjoining properties; (2) any book and pages listed on the deeds; (3)



existing easements affecting subject property; (4) Right-of-way deeds affecting subject property; (5) City or County ordinances affecting subject property; (6) previous Minor Subdivisions and/or Administrative Subdivisions affecting subject property; and (7) any relinquishment or vacation documents affecting subject property. Physical copies of the above mentioned documents are required.

Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3. SCHEDULE FOR RENDERING SERVICES

Consultant shall begin rendering services upon the full execution of this Agreement by Client and Consultant and upon Consultant's receipt of any retainer amounts set forth in Exhibit B. Consultant shall complete its obligations with due diligence and in a reasonably timely manner. Any specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant's performance of its services. If Client authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

ARTICLE 4. INVOICES AND PAYMENTS

Any retainer amounts specified in Exhibit B will be applied to the final invoice(s) on the Project and will not reduce interest charges on overdue payments.

Consultant shall prepare monthly invoices in accordance with its standard invoicing practices and the terms of Exhibit B. Invoices are due upon Client's receipt.

Payments received on the Project will be credited first to any interest owed to Consultant and then to principal starting with the oldest invoice.

If Client fails to make any payment due Consultant for services and expenses within 30 days of receipt of Consultant's invoice, then:

(1) amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and (2) Consultant may suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Consultant for any such suspension.

Consultant's fees are in no way contingent upon the Client obtaining funding or receiving his fee from another source.

If Client contests an invoice in writing, Client may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5. OPINIONS OF COST

5.1 Opinions of Probable Construction Cost:

The services, if any, of Consultant with respect to Opinions of Probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Consultant 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, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator.

5.2 Opinions of Total Project Costs:

The services, if any, of Consultant with respect to Total Project Costs shall be limited to assisting the Client in collating the various cost categories which comprise Total Project Costs. Consultant assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6. GENERAL CONSIDERATIONS

6.1 Standards of Performance:

The standard of care for all professional engineering and related services performed or furnished by Consultant 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. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Consultant may employ such Sub-Consultants as Consultant deems necessary to assist in the performance or furnishing of the services.

Subject to the standard of care described above, Consultant and its Sub-Consultants 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.

Consultant and Client shall comply with applicable Laws and Regulations and Client-mandated standards that Client has provided to Consultant in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Client's responsibilities or to Consultant's scope of services, times of performance, and compensation.

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain. Client agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant signing any such documents.

Consultant shall not at any time supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work for this Project.

Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own employees and its Sub-Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications given by Client without consultation and advice of Consultant.

6.2 Design Without Construction Phase Services:

If Consultant's Basic Services under this Agreement do not include Bidding, Project observation, or review of the Contractor's performance, or any other Construction Phase services, then: (1) Consultant's services under this

Agreement shall be deemed complete prior to Bidding; (2) Consultant shall have no design or shop drawing review obligations during construction; (3) Client assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Client waives any claims against the Consultant that may be connected in any way thereto.

6.3 Use of Documents:

All Documents are instruments of service in respect to this Project, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Project is completed. No One shall rely in any way on any Document unless it is hand signed and sealed or digitally signed and certified by the Consultant or one of its Sub-Consultants.

A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party unless such documents have been digitally signed and certified by the Consultant. Any conclusion or information obtained or derived from electronic files that have not been digitally signed and certified by the Consultant will be at the user's sole risk. If there is a discrepancy between unsigned or uncertified electronic files and the hard copies or digitally signed and certified electronic documents, the hard copies and digitally signed and certified electronic documents shall govern.

Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Consultant grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's Sub-Consultants; (3) Client shall indemnify and hold harmless Consultant and Consultant's Sub-Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Consultant; (4) such limited license to Client shall not create any rights in third parties.

If Consultant at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Consultant at rates or in an amount to be agreed upon by Client and Consultant.

6.4 Contractor's Insurance:

Client shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 6.3 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2013 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Consultant and Consultant's Sub-Consultants to be listed as additional insureds with a waiver of subrogation with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

A Certificate of Insurance with the above provisions shall be obtained and kept by the Client. The limits of liability for the Contractor's insurance shall meet or exceed the following:

1. Workers' Compensation: Statutory
2. Employer's Liability
 1. Each Accident: \$1,000,000
 2. Disease, Policy Limit: \$1,000,000
 3. Disease, Each Employee: \$1,000,000
3. General Liability
 1. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

2. General Aggregate: \$2,000,000
4. Automobile Liability
 1. Bodily Injury, Each Accident: \$1,000,000
 2. Property Damage, Each Accident: \$1,000,000or
 1. Combined Single Limit (Bodily Injury and Property Damage), Each Accident: \$1,000,000
5. Umbrella Liability: \$2,000,000

Contractor will pay all deductibles and self-insured retentions under Contractor's Insurance. Contractor's Insurance will be primary to, and non-contributing with, any insurance maintained by Consultant or any additional insured required to be named under this Agreement. Contractor's Insurance may not be cancelled or allowed to expire without 30 days prior written notice to Consultant. Consultant and, if applicable, the owner of the Project Site will be named as additional insured on the insurance coverages described in subsections 6.4.3 and 6.4.4 above with respect to all matters arising out of this Agreement. Contractor will provide a Waiver of Subrogation on all lines where allowed by law. Prior to commencing the Project, Contractor will deliver to Consultant a certificate or certificates of insurance evidencing Contractor's

Insurance is in effect. Contractor will renew or update such certificates prior to expiration of, and promptly following any modifications to, Contractor's Insurance and otherwise upon Consultant's reasonable request.

6.5 Suspension:

Suspension By Client. Client may suspend the Project upon seven days written notice to Consultant.

Suspension By Consultant.

1. If Consultant's services are substantially delayed through no fault of Consultant, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement.
2. If Consultant's invoices are not paid within 30 days of Client's receipt, Consultant may suspend services under this Agreement until Consultant has been paid in full all accounts due for services and expenses.

6.6 Termination:

Either Consultant or Client may terminate this Agreement upon seven (7) days written notice to the other party. Neither party shall have any liability to the other on account of such termination, except that Consultant will be entitled to invoice Client and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk, subject to the provisions of Article 6, Section 6.3 – "Use of Documents." In the event of termination by Client, Consultant shall be entitled, in addition to invoicing for those items identified above, to invoice Client and to 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 Consultant's Sub-Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

6.7 Controlling Law:

This Agreement is to be governed, construed and enforced in accordance with the laws of the State of Missouri, without respect to its principles governing conflicts of law. Unless otherwise mandated by law, venue for any litigation arising out of this Agreement or the services rendered to Client by Consultant shall lie exclusively in the Circuit Courts of Greene County, Missouri.

6.8 Successors, Assigns, and Beneficiaries:

Client and Consultant are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant (and to the extent permitted by the following paragraph, the assigns of Client

and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted 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.

Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

6.9 Dispute Resolution:

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days. If the parties fail to resolve a dispute through these negotiations, then the parties may exercise their rights under law.

In the event it is necessary for Consultant to refer a dispute with Client to an attorney, then in addition to all payments and accrued interest owed under this Agreement, Client shall also be liable for Consultant's reasonable costs, expenses and attorneys' fees incurred therein.

6.10 Indemnification, Allocation of Risks, and Waiver:

1. **Percentage share of negligence.** To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of client, consultant, and all other negligent entities and individuals.
2. **Agreement not to claim for cost of certain change orders.** Client recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the drawings, specifications, and other design documentation furnished by consultant or in the other professional services performed or furnished by consultant under this agreement ("covered change orders"). Accordingly, client agrees not to sue and otherwise to make no claim directly or indirectly against consultant on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of covered change orders on a specific project unless the costs of such covered change orders exceed 5% of construction cost for that specific project, and then only for an amount in excess of such percentage. Any responsibility of consultant for the costs of covered change orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of covered change orders will not include any costs that client would have incurred if the covered change order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the contract documents and without any other error or omission of consultant related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, consultant is liable for the cost of covered change orders in excess of the percentage of construction cost stated above or for any other change order. Wherever used in this paragraph, the term consultant includes consultant's officers, directors, partners, employees, agents, and consultant's sub-consultants. Client further agrees not to sue and otherwise to make no claim directly or indirectly against consultant with respect to any covered change order not in excess of such percentage stated above, and client

agrees to hold consultant harmless from and against any suit or claim made by the contractor relating to any such covered change order.

3. **Limitation of remedies.** Consultant's aggregate liability responsibility to client, including that of consultant's officers, directors, partners, agents, employees, and sub-consultants, is limited to \$50,000 or the amount of consultant's fee under this agreement, whichever is less. This limitation of remedy applies to all lawsuits, claims or actions, whether identified as arising in tort, contract or other legal theory related to consultant's services under this agreement and any continuation or extension of consultant's services. If client desires a higher limitation, consultant may agree, at client's request, to increase the limitation of remedy amount to a greater sum in exchange for a negotiated increase in consultant's fee. Any additional charge for a higher limit is consideration for the greater risk assumed by consultant and is not a charge for additional professional liability insurance. Any agreement to increase the limitation of remedy amount must be made in writing and signed by both parties in advance of the execution of this agreement.
4. **Waiver.** To the fullest extent permitted by law, client waives 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 the project, against consultant and consultant's employees, officers, directors, agents, insurers, partners, and sub-consultants.

6.11 Miscellaneous Provisions:

1. **Notices.** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
 2. **Survival.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
 3. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
 4. **Waiver.** A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- Accrual of Claims.** To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date on which Consultant's services under this Agreement are complete. No suit or action shall be commenced by Client or Consultant against the other, or the other's officers, directors, partners, agents, sub-consultants, or employees, after the expiration of two years from the date on which Consultant's services under this Agreement are complete.

ARTICLE 7. DEFINITIONS

Wherever used in this Agreement (including the Exhibits hereto), terms (including the singular and plural forms) printed with initial capital letters have the following meanings:

Additional Services – The services to be performed for or furnished to Client by Consultant in accordance with Exhibit A, Part 2, of this Agreement.

Basic Services – The services to be performed for or furnished to Client by Consultant in accordance with Exhibit A, Part 1, of this Agreement.

Contractor – An individual or entity with whom Client enters into a construction agreement to perform all or a portion of the Work.

Construction Cost – The cost to Client of those portions of the entire Project designed or specified by Consultant. Construction Cost does not include costs of services of Consultant or other design professionals and consultants, cost

of land or rights-of-way, or compensation for damages to properties, or Client's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Client. Construction Cost is one of the items comprising Total Project Costs.

Sub-Consultants – Individuals or entities having a contract with Consultant to furnish services with respect to this Project as Consultant's independent professional associates, sub-consultants, subcontractors, or vendors.

Contract Documents – Documents that establish the rights and obligations of the parties engaged in construction and include the construction agreement between Client and Contractor, addenda (which pertain to the Contract Documents), Contractor's bid (including documentation accompanying the bid and any post bid documentation submitted prior to the notice of award) when attached as an exhibit to the construction agreement, the notice to proceed, the bonds, appropriate certifications, the general conditions, the supplementary conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all written amendments, change orders, work change directives, field orders and Consultant's written interpretations and clarifications issued on or after the effective date of the construction agreement. Approved shop drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Documents – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Consultant to Client pursuant to this Agreement.

Drawings – That part of the Contract Documents prepared or approved by Consultant which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Reimbursable Expenses – The expenses incurred directly by Consultant in connection with the performing or furnishing of Basic and Additional Services for the Project.

Resident Project Representative – The authorized representative of Consultant, if any, assigned to assist Consultant at the Site during the Construction Phase. The Resident Project Representative will be Consultant's agent or employee and under Consultant's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Client. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit C.

Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Consultant or other design professionals and consultants, together with such other Project-related costs that Client furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Client's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Client.

Work – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

ARTICLE 8. EXHIBITS AND SPECIAL PROVISIONS



Exhibits Included:

Exhibit A, "Scope of Services"

Exhibit B, "Payments to Consultant for Services and Reimbursable Expenses"

Designated Representatives: With the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant's and Client's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

Effective Date: The Effective Date of this Agreement shall be the date on which this Agreement is fully executed by Client and Consultant. However, Consultant offers this Agreement to Client and if said Agreement is not fully executed by Client within 30 days of Consultant's signature, said offer of Agreement will be null and void.

Total Agreement: This Agreement constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which shall be the latter of the execution dates shown below.

On behalf of
Great River Associates, Inc. (dba Great River Engineering)

Representative title
Principal

Company representative
Spencer Jones

Email
spencer@greatriv.com

IP Address
-



On behalf of:
City of Arnold, MO

_____ Date: _____

Ron Counts
Mayor

EXHIBIT A
SCOPE OF SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Consultant shall provide Basic and Additional Services as set forth below.

The City of Arnold (City) desires to apply for the United States Department of Transportation's Railroad Crossing Elimination (RCE) Grant for the purpose of funding the planning and design of the Arnold Tenbrook Road BNSF Railroad Crossing and the Tenbrook Road underpass of BNSF Railroad.

Great River Engineering (Consultant) will provide grant writing services for the grant application following the Notice of Funding Opportunity (NOFO) 2022 Guidelines including the below outline. If the 2024 NOFO varies a reduction or additional services may be warranted and will be addressed via supplemental agreement.

- A. Project Narrative & Exhibits including:
 - a. Cover Page
 - b. Project Summary
 - c. Project Funding
 - d. Applicant Eligibility
 - e. Detailed Project Description
 - f. Project Location
 - g. Grade Crossing Information
 - h. Evaluation and Selection Criteria
 - i. Safety Benefit
 - j. Project Implementation and Management
 - k. Environmental Readiness
- B. Statement of Work
- C. Environmental Compliance Documentation
- D. SF 424 Application for Federal Assistance
- E. SF 424A – Budget Information for Non-Construction
- F. SF 424B – Assurances for Non-Construction
- G. FRA F 30 – Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying
- H. FRA F 251 – Applicant Financial Capability Questionnaire
- I. SF LLL – Disclosure of Lobby Activities, if applicable

It is our understanding that the City will provide:

Any relevant information on past grant applications that may aid in the development of the grant application including, but not limited to, debrief comments, BCA analyses, statistical information gathered, accidents, and vehicular traffic.

Preparation and collection of the Letters of Support for the RCE Grant.

Final assembly and submission of the Grant on grants.gov.

PART 2 – ADDITIONAL SERVICES

Any services requested by Client that are not specifically included in Part 1 – BASIC SERVICES shall be considered



Additional Services and billed on an hourly basis.

EXHIBIT B
PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

B.1 Compensation For Basic Services – Lump Sum Method of Payment

Client shall pay Consultant for Basic Services set forth in Exhibit A as follows: A Lump Sum amount of \$25,000.00.

1. The Lump Sum includes compensation for Consultant's services and services of Consultant's Sub-Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
2. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B.2 Standard Hourly Rate Schedule

1. Standard Hourly Rates 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 will be adjusted annually (as of January 1 of each year) to reflect equitable changes in the compensation payable to Consultant.
3. Standard Hourly rates as of the effective date of the Agreement are:

Engineer 0	\$70.00		Driller 1	\$125.00
Engineer 1	\$95.00		Driller 2	\$150.00
Engineer 2	\$105.00		Driller 3	\$175.00
Engineer 3	\$130.00		GIS Specialist	\$90.00
Engineer 4	\$145.00		Inspector 1	\$75.00
Engineer 5	\$155.00		Inspector 2	\$85.00
Engineer 6	\$165.00		Inspector 3	\$95.00
Engineer 7	\$175.00		Inspector 4	\$110.00
Engineer 8	\$190.00		Inspector 5	\$120.00

Engineer 9	\$210.00		Inspector 6	\$135.00
Engineer 10	\$230.00		Inspector 7	\$150.00
Engineer 11	\$250.00		Inspector 8	\$165.00
Engineer 12	\$270.00		Inspector 9	\$180.00
Engineer 13	\$290.00		Inspector 10	\$195.00
Engineer 14	\$310.00		Technician 1	\$75.00
Engineer 15	\$330.00		Technician 2	\$95.00
Landscape Architect 1	\$120.00		Technician 3	\$105.00
Landscape Architect 2	\$130.00		Technician 4	\$115.00
Landscape Architect 3	\$145.00		Technician 5	\$130.00
Landscape Architect 4	\$160.00		Technician 6	\$145.00
Landscape Architect 5	\$175.00		Technician 7	\$155.00
Landscape Architect 6	\$190.00		Technician 8	\$170.00
Landscape Architect 7	\$205.00		Technician 9	\$185.00
Geologist 1	\$150.00		Technician 10	\$200.00
Geologist 2	\$165.00		Administrative 1	\$45.00
Geologist 3	\$180.00		Administrative 2	\$60.00
Land Surveyor 0	\$50.00		Administrative 3	\$75.00
Land Surveyor 1	\$60.00		Administrative 4	\$90.00



Land Surveyor 2	\$85.00		Administrative 5	\$110.00
Land Surveyor 3	\$100.00		Administrative 6	\$125.00
Land Surveyor 4	\$110.00		Administrative 7	\$140.00
Land Surveyor 5	\$130.00		Construction Planner 1	\$120.00
Land Surveyor 6	\$150.00		Construction Planner 2	\$125.00
Land Surveyor 7	\$165.00		Construction Planner 3	\$130.00
Land Surveyor 8	\$180.00		Construction Planner 4	\$145.00
Land Surveyor 9	\$195.00		Construction Planner 5	\$150.00
Land Surveyor 10	\$210.00		Construction Planner 6	\$160.00
Land Surveyor 11	\$225.00			
Drone Pilot 1	\$175.00			
Drone Pilot 2	\$190.00			
Drone Pilot 3	\$210.00			

B.3 Compensation For Additional Services – Standard Hourly Rates Method of Payment

Client shall pay Consultant for Additional Services, if any, as follows:

1. For services of Consultant's employees engaged directly on the Project not specifically described as Basic Services in Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Consultant's Sub-Consultant's charges, if any.
2. For those Reimbursable Expenses that are not specifically accounted for in the compensation for Basic Services in Exhibit A and are directly related to the provision of Additional Services, Client shall pay Consultant for said reimbursable expense.

B.4 Other Provisions Concerning Payment

1. Whenever Consultant is entitled to compensation for the charges of Consultant's Sub-Consultants, those charges shall be the amounts billed by Consultant's Sub-Consultants to Consultant times a factor of 1.1.
2. Factors. The external Reimbursable Expenses and Consultant's Sub-Consultant's factors include Consultant's overhead and profit associated with Consultant's responsibility for the administration of such services and costs.
3. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A; and, if authorized in advance by Client, overtime work requiring higher than regular rates. In addition, if authorized in advance by Client, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
4. The amounts payable to Consultant for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
5. For purposes of the following notice required by Missouri law, "contractor" means Consultant.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

DOCUMENT TITLE:

5321 Agreement

What?

Who?

When?