

## City of Arnold, Missouri

City Council  
Council Chambers

October 5, 2017  
7:00 P. M.

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### Agenda

1. Pledge of Allegiance:
2. Opening Prayer: Jason Fulbright – Councilman Ward 1
3. Roll Call:
4. Business from the Floor:
5. Consent Agenda:
  - A. Regular Minutes **September 21, 2017.**
  - B. Payroll Warrant **#1274 in the Amount of \$282,517.26**
  - C. General Warrant **#5699 in the Amount of \$415,009.56**
6. Ordinances:
  - A. None
7. Resolutions:
  - A. **Resolution No. 17- 57:** A Resolution Authorizing the Mayor to Enter into a Contract with AECOM Engineers, Inc. to provide Engineering Design Services for the Richardson Road/Old Lemay Ferry Intersection Improvements Project for the City of Arnold.
  - B. **Resolution No. 17-58:** A Resolution Authorizing the Mayor to Enter into A Change Order with Spencer Contracting Company to Provide Construction Services for the Jim Edwards Archery Park Located in the City of Arnold.

8. Motion:

- A. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for the Purpose of Discussing Litigation Pursuant to RSMo Section 610.021 (1).

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports

11. Adjournment

**Next Regular City Council Meeting October 19, 2017 @ 7:00 p.m.  
Next Work Session October 12, 2017 at 7:00 p.m.**

The Public Hearing was called to order by Mayor Counts at 7:00 p.m. City Clerk Tammi Casey made note of those in attendance: Mayor Counts, Hood, Sullivan, McArthur, Cooley, Fleischmann, Fulbright, Owens (excused), Plunk (excused), Richison, Holden, Sweeney, Brown, Blattner, Kroupa (arrived 7:02) and Chief Shockey.

**A. MS4 STORM WATER MANAGEMENT PLAN 2017-2022**

Ed Blattner spoke to council regarding the 2017-2022 storm water management plan, as required by Missouri Department of Natural Resources and the EPA, as a condition of the new five year storm water operating permit.

A copy of the plan summary given by Mr. Blattner is hereto attached and made part of this record.

**B. 2017-14 MINOR RECORD PLAT, RICHARDSON SQUARE, PLAT 19**

Mary Holden stated that this consists of converting two lots into one. The properties are the Goodwill store in Richardson Square and the empty grass lot next to it. Jefferson County currently owns the empty lot for nonpayment of taxes. Goodwill is purchasing it. The Planning Commission held a Public Hearing at its September 12, 2017 meeting. There were no comments during the Public Hearing and the Planning Commission is forwarding a recommendation of approval by a vote of 8-0.

**PUBLIC COMMENTS**

NONE

**COUNCIL COMMENTS**

NONE

The Public Hearing ended at 7:05 p.m.

  
City Clerk Tammi Casey, MRCC

# MS4 STORM WATER MANAGEMENT PLAN 2017-2022

## Public hearing presentation outline for September 21, 2017

1. New Updated SWMP required by MDNR & EPA as a condition of the new 5 year storm water operating permit.
2. A public hearing is required and a public attendance sheet has been passed around to record those in attendance this evening.
3. The City and our storm water consultant, Intuition & Logic, prepared the revised SWMP to comply with the state storm water operating permit and the BMP's (Best Management Practices) we must implement.
4. Many revisions to the SWMP are a direct result of the MDNR audit that occurred in February 2017.
5. The City of Arnold is in the Meramec River watershed which MDNR has listed as impaired for E-coli bacteria (from animal waste and illegal sanitary sewer discharges).
6. Our revised SWMP addresses the following minimum control measures (MCM).
  - a. Public Education and Outreach.
  - b. Public Involvement and Participation.
  - c. Illicit Discharge Detection and Elimination.
  - d. Construction Site Storm Water Runoff Control.
  - e. Post Construction Storm Water in new development and redevelopment.
  - f. Pollution Prevention and good housekeeping for municipal operations.
7. Plan of Action during the 5 year permit cycle to address the minimum control measures.
  - a. The City's storm water webpage.
  - b. Press releases.
  - c. Educational brochures & a Storm water pollution public education/ outreach plan.
  - d. Website storm water questionnaire and resident survey mailing.
  - e. Clean stream activities.
  - f. Installation of additional storm inlet medallions stating "Dump No Waste-Drains to Stream".
  - g. Seek volunteer speakers to address water quality issues at public meetings.
  - h. Continue with our storm sewer mapping and outfall locations.
  - i. Continuation of Dry weather screenings of outfall locations.
  - j. Updating our illicit discharge ordinance.
  - k. We have created an Illicit Discharge Detection, Elimination Plan and Spill Response Standard Operating Procedure.
  - l. Construction site ordinance updates.
  - m. Construction permits training.
  - n. BMP guide and design manual review and updates.
  - o. Post Construction Ordinance review and update.
  - p. Green infrastructure recognition award.
  - q. Increased storm water BMP inspections and record keeping
  - r. Municipal operations training in pollution prevention and good housekeeping for City operations.
  - s. Creation of a Citizen's Advisory Board to assist the City Council, staff, and residents to meet the storm water operating permit requirements. This advisory board should be in place by the spring of 2018.
  - t. Our storm water consultant, Intuition & Logic will continue to assist us in ensuring we meet MDNR storm water permit requirements.

Mayor Ron Counts called the meeting to order at 7:05 p.m.

The Pledge of Allegiance was recited.

James Southwick from First Baptist Church of Arnold offered the opening prayer.

Those present per roll call taken by City Clerk Tammi Casey: Mayor Counts, Hood, Sullivan, McArthur, Cooley, Fleischmann, Fulbright, Owens (excused), Plunk (excused), Richison, Holden, Sweeney, Brown, Blattner, Kroupa and Chief Shockey.

### **BUSINESS FROM THE FLOOR**

Diana Brunswig-Bosso-2838 Rosewood Drive – Spoke regarding the recent increase in Rec Center fees. She questioned why the fees couldn't have increased a little at a time instead of all at once. If nothing is done about this, she will not renew.

Don Poff-2090 Lonedell Road – Agreed with Mrs. Brunswig-Bosso's comments regarding the Rec Center fee increase.

### **CONSENT AGENDA**

- A. MINUTES FROM SEPTEMBER 7, 2017 MEETING**
- B. PAYROLL WARRANT NO. 1273 IN THE AMOUNT OF \$277,908.81**
- C. GENERAL WARRANT NO. 5698 IN THE AMOUNT OF \$571,100.85**

**Butch Cooley made a motion and so moved to approve the consent agenda.**

Seconded by Vern Sullivan. Roll call vote: Hood, yes; Sullivan, yes; McArthur, yes; Cooley, yes; Fleischmann, yes; Fulbright, yes; Owens, (excused); Plunk, (excused); 6 Yeas: **Consent agenda approved.**

### **ORDINANCES**

**BILL NO. 2676 – AN ORDINANCE APPROVING A RECORD PLAT TITLED “RICHARDSON SQUARE PLAT 19”** was read twice by City Clerk Tammi Casey.

Roll call vote: Hood, yes; Sullivan, yes; McArthur, yes; Cooley, yes; Fleischmann, yes; Fulbright, yes; Owens, (excused); Plunk, (excused); 6 Yeas: **Ordinance passed.**

**BILL NO. 2677 – AN ORDINANCE REQUIRING PREPAYMENT FOR FUEL (GASOLINE AND OR DIESEL) PRIOR TO DISPENSING INTO A VEHICLE OR PORTABLE CONTAINER** was read twice by City Clerk Tammi Casey. Roll call vote:

Hood, yes; Sullivan, yes; McArthur, yes; Cooley, yes; Fleischmann, yes; Fulbright, yes; Owens, (excused); Plunk, (excused); 6 Yeas: **Ordinance passed.**

## RESOLUTIONS

### **RESOLUTION NO. 17-56 – A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE THE ANNUAL SUBSCRIPTION WITH LIFT OFF, LLC**

**Vern Sullivan made a motion and so moved to approve Resolution No. 17-56.** Seconded by EJ Fleischmann. Roll call vote: Hood, yes; Sullivan, yes; McArthur, yes; Cooley, yes; Fleischmann, yes; Fulbright, yes; Owens, (excused); Plunk, (excused); 6 Yeas: **Resolution approved.**

## MOTIONS

### **A. 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 SECTION 610.021(1), (2)**

**Jason Fulbright made a motion and so moved to hold a closed session following the council meeting.** Seconded by Mark Hood. Roll call vote: Hood, yes; Sullivan, yes; McArthur, yes; Cooley, yes; Fleischmann, yes; Fulbright, yes; Owens, (excused); Plunk, (excused); 6 Yeas: **Motion carried.**

## REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

**Mayor Counts** – Thanked Parks & Rec staff along with the Police Department for their hard work during Arnold Days. It was a great event.

**Vern Sullivan – Ward 3** – Agrees with raising the Rec Center fees more slowly.

**Butch Cooley – Ward 4** – Said the Arnold Days parade and car show were great.

**Jason Fulbright – Ward 1** – Stated he appreciated the opportunity to attend the MML Conference.

## ADMINISTRATIVE REPORTS

**Chief Shockey** – Informed council he needed a motion to approve purchasing the necessary add on equipment for the new police vehicles, not to exceed \$72,000. This is to purchase dog kennels, radar units, etc.

**Jason Fulbright made a motion and so moved to approve the purchase of the necessary add on equipment for the new police vehicles, not to exceed \$72,000. Seconded by Mark Hood. Roll call vote: Hood, yes; Sullivan, yes; McArthur, yes; Cooley, yes; Fleischmann, yes; Fulbright, yes; Owens, (excused); Plunk, (excused); 6 Yeas: Motion carried.**

Mayor Counts announced a five minute recess before going into closed session.

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Closed session ended at 7:40p.m.

A motion to adjourn the meeting was made by Butch Cooley. Seconded by Mark Hood. Voice vote: All yeas.

Meeting adjourned at 7:40 p.m.

  
City Clerk Tammi Casey, MRCC

**CITY OF ARNOLD, MISSOURI**

**ROLL CALL**

**MEETING:** REGULAR

**DATE:** 9/21/2017

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**BILL NO - RESOLUTION - MOTION**

**COUNCIL MEMBERS:**

		ROLL CALL	CONSENT AGENDA	BILL NO. 2676	BILL NO. 2677	RESOLUTION NO. 17-56	MOTION TO HOLD CLOSED SESSION
<b>MAYOR</b>	<u>RON COUNTS</u>	PRESENT					
<b>COUNCIL:</b>	<u>MARK HOOD</u>	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	<u>VERN SULLIVAN</u>	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	<u>BRIAN MCARTHUR</u>	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	<u>BUTCH COOLEY</u>	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	<u>EJ FLEISCHMANN</u>	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	<u>JASON FULBRIGHT</u>	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	<u>DAVID OWENS</u>	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED
<b>COUNCIL:</b>	<u>GARY PLUNK</u>	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED
<b>CITY ADMINISTRATOR</b>	BRYAN RICHISON	PRESENT	<b>PARKS DIR:</b>		DICKIE BROWN		PRESENT
<b>CITY CLERK</b>	TAMMI CASEY	PRESENT	<b>PUBLIC WORKS:</b>		ED BLATTNER		PRESENT
<b>COM DEV</b>	MARY HOLDEN	PRESENT	<b>TREASURER:</b>		DAN KROUPA		PRESENT
<b>CITY ATTORNEY</b>	BOB SWEENEY	PRESENT	<b>POLICE DEPT.</b>		CHIEF SHOCKEY		PRESENT





Those in attendance as noted by City Clerk Tammi Casey; Mayor Counts, Owens (excused), McArthur (excused), Fleischmann, Plunk, Fulbright (excused), Hood, Sullivan, Cooley, Richison, Holden(excused), Sweeney, Brown, Blattner, Kroupa and Chief Shockey.

#### **PAY AT THE PUMP**

Chief Shockey spoke to council regarding the issues the Police Department has experienced regarding gas station drive offs and said it is a preventable crime. Arnold Police Department has received over 500 drive off calls in the last two years. This has consumed a lot of the department's time and resources. There are cities around the area that already require pre-pay at the pump. Chief Shockey indicated that there are options available such as mandating all gas stations to have pre-pay at the pump or possibly offering a program where those stations that chose to "opt-out" would fill out a report of their drive offs and deliver it to the Police Department daily. Of those stations that still call 911 and have an officer dispatched they would incur a fine of \$25 the first call and then the fine would increase with each additional call. There are other municipalities in the area who have implemented a pre-pay ordinance and it has worked very well for them.

Brad Lund from Wallis Oil was in the audience and stated that he is opposed to the pre-pay idea. He stated his company has done this at their Charlack store and has lost revenue.

Discussion followed by council. Chief Shockey stated he and Bob Sweeney will bring an ordinance forward for council approval at the next meeting.

#### **PERFORMANCE CONTRACTING**

Bryan Richison introduced John Shaw and Kelly Blankenship from CTS Group. They spoke to council regarding the implementation of an energy savings contract. This program would include such projects as HVAC, roofing, lighting, building envelope improvements, pool equipment upgrades, windows, doors or anything that would save the City energy costs. CTS Groups would bid the project themselves and manage the subcontractors, serving as both the general contractor and project manager. They would also apply for any available grants. They would perform the preliminary analysis after the city provided them with a wish list. There is no upfront cost to the city.

A questions and answer session followed by council.

### **DIXON PROPERTY**

Bryan Richison informed council that he is looking for direction in regards to the Dixon property. This is a 5.8 acre lot with home that needs a lot of work. The property backs part of the Rec Center by the outdoor pool. The tenants moved out at the end of August. Mr. Richison indicated he would like to see a decision made on the property before the end of the year. Possibilities include keep the property and remodel the home (which would probably take up to \$100,000 to repair) and rent it out, keep the property and demo the home, sell the property after renovating the home or sell the property as is.

Dickie Brown stated that he has walked the property and a possibility might be to demo the home and use it for a maintenance and storage facility. Dan Kroupa prefers to see it used as a park type project, not a maintenance facility.

Discussion followed by council.

Butch Cooley made a motion and so moved to adjourn the meeting. Seconded by Mark Hood.

Voice vote: All Yeas

Meeting adjourned at 7:56 p.m.



City Clerk Tammi Casey, MRCC

**CITY OF ARNOLD, MISSOURI**

**ROLL CALL**

**MEETING:** WORK SESSION

**DATE:** 9/14/2017

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**BILL NO - RESOLUTION - MOTION**

		IN ATTENDANCE					
<b>COUNCIL MEMBERS:</b>							
<b>MAYOR</b>	<u>RON COUNTS</u>	PRESENT					
<b>COUNCIL:</b>	<u>DAVID OWENS</u>	-					
<b>COUNCIL:</b>	<u>BRIAN MCARTHUR</u>	-					
<b>COUNCIL:</b>	<u>EJ FLEISCHMANN</u>	PRESENT					
<b>COUNCIL:</b>	<u>GARY PLUNK</u>	PRESENT					
<b>COUNCIL:</b>	<u>JASON FULBRIGHT</u>	-					
<b>COUNCIL:</b>	<u>MARK HOOD</u>	PRESENT					
<b>COUNCIL:</b>	<u>VERN SULLIVAN</u>	PRESENT					
<b>COUNCIL:</b>	<u>BUTCH COOLEY</u>	PRESENT					
<b>CITY ADMINISTRATOR</b>	<u>BRYAN RICHISON</u>	PRESENT	<b>PARKS DIR:</b>	<u>DICKIE BROWN</u>			PRESENT
<b>CITY CLERK</b>	<u>TAMMI CASEY</u>	PRESENT	<b>PUBLIC WORKS:</b>	<u>ED BLATTNER</u>			PRESENT
<b>COM DEV</b>	<u>MARY HOLDEN</u>	-	<b>TREASURER:</b>	<u>DAN KROUPA</u>			PRESENT
<b>CITY ATTORNEY</b>	<u>BOB SWEENEY</u>	PRESENT	<b>POLICE DEPT.</b>	<u>CHIEF SHOCKEY</u>			PRESENT

**CITY OF ARNOLD  
AGENDA ITEM SUMMARY**

<b>AGENDA ITEM</b>
<b>7 A</b>

**NAME OF TOPIC/PROJECT:** Richardson Road/Old Lemay Ferry new intersection improvements. A resolution authorizing the Mayor to execute a contract with AECOM engineers to design those stated improvements.

**SUMMARY EXPLANATION:** A resolution is required to authorize the Mayor to sign an agreement with AECOM engineers to undertake the design of the new Richardson Road/Old Lemay Ferry Road intersection improvements.

**RECOMMENDED ACTION:** Approval

**Why is this action necessary?** The City Council must approve the contract agreement.

**What does this action accomplish?** Design of the referenced intersection improvements.

**Positive impacts and to whom?** The residents who drive the referenced roadways.

**Negative impacts and to whom?** None

**ADDITIONAL COMMENTS:** Engineering professional services

<b>SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR</b>	
<b>Name:</b> AECOM Engineers	<b>Previous City Contracts:</b> None aware of
<b>Transaction amount:</b> \$52,860.00	<b>MBE/WBE Participation:</b> N/A
<b>Transaction type:</b> Contract	
<b>Comments:</b>	PROFESSIONAL SERVICE FEE

<b>SUMMARY OF SELECTION PROCESS</b>			
<b>Number of bidders:</b> N/A	<b>Low bid:</b> N/A	<b>High bid:</b> N/A	
<b>Comments:</b>	PROFESSIONAL SERVICE FEE		

<b>SUMMARY OF BUDGET/COST</b>	
<b>Budgeted amount:</b> \$50,000	<b>Addl. funding required:</b> Not at this time
<b>Comments:</b>	PROFESSIONAL SERVICE FEE

RESOLUTION: 17-57

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH AECOM ENGINEERS, INC. TO PROVIDE  
ENGINEERING DESIGN SERVICES FOR THE RICHARDSON ROAD/OLD  
LEMAY FERRY INTERSECTION IMPROVEMENTS PROJECT FOR THE  
CITY OF ARNOLD.

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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 AECOM Engineers to provide Design Services for the Richardson Road/Old Lemay Ferry intersection improvements project 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: \_\_\_\_\_

**GENERAL SERVICE AGREEMENT  
BETWEEN THE CITY OF ARNOLD, MISSOURI AND AECOM, INC. FOR PROFESSIONAL  
SERVICES FOR THE RICHARDSON ROAD / OLD LEMAY FERRY INTERSECTION  
IMPROVEMENTS.**

This General Service AGREEMENT (AGREEMENT) is entered into between THE CITY OF ARNOLD, MISSOURI (CITY) AND AECOM, for the following reasons:

1. CITY requires services for CITY Richardson Road / Old Lemay Ferry Intersection Improvements; and,
2. AECOM is prepared to provide the Services.

In consideration of the promises contained in this AGREEMENT, CITY and AECOM agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this AGREEMENT shall be this 6<sup>th</sup> day of October, 2017.

**ARTICLE 2 - GOVERNING LAW**

This AGREEMENT shall be governed by the laws of the State of Missouri.

**ARTICLE 3 – SCOPE OF WORK, SCHEDULE & FEES**

The City desires road and drainage improvements to Richardson Road / Old Lemay Ferry Intersection Improvements and is in need of engineering design and other services that AECOM, Inc. shall provide.

AECOM shall provide engineering services in accordance with their service proposal dated September 15, 2017 and as referenced as Addendum "A" of this agreement.

Schedule of services and fees will be in accordance with Addendum "A".

AECOM shall submit periodic statements for Services rendered. If City objects to any statement submitted by AECOM, City shall so advise AECOM in writing giving reasons therefor within fourteen days (14) of receipt of such statement. If no such objection is made, the statement will be considered acceptable to City. At a minimum, all invoices shall include the following specific information: a unique invoice number; and itemized statement of the work performed; and a statement of amounts previously billed, amount of the current invoice, and total amount billed to date.

**ARTICLE 4 - SUBCONTRACTING**

No part of the services to be performed by AECOM hereunder shall be subcontracted without the prior written consent of the CITY. The subcontracting of the work shall in no way relieve AECOM of the primary responsibility for the quality and performance of the work. AECOM shall assure that any Subconsultants as provided for herein, is in full compliance with all laws, rules, regulations, ordinances, provisions of this AGREEMENT, and, without limiting the generality of the foregoing, compliance with all federal laws applicable to contracts of this type.

**ARTICLE 5 - INDEMNIFICATION**

AECOM shall indemnify and hold harmless CITY from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgments, losses, damages, or expenses are caused by any negligent act, error, or omission of AECOM or any person or organization for whom AECOM is legally liable.

**ARTICLE 6 - INSURANCE**

During the performance of the Services under this AGREEMENT, AECOM shall maintain the following insurance with carriers having a Best's rating of at least B+ and authorized to do business in the state in which the Services are being performed:

- (a) General Liability Insurance on a coverage form equal to ISO CG 00 01, on an occurrence basis, with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, including a per-project endorsement.
- (b) Automobile Liability Insurance to include coverage for all hired, owned and non-owned vehicles, with a combined single limit of not less than \$1,000,000.
- (c) Workers' Compensation Insurance, in accordance with the laws of the state in which the Services are being performed, and Employers' Liability Insurance with limits according to such statutory requirements, or

\$500,000 for each accident, whichever is greater. Where Services fall within the authority of the United States Longshoreman's and Harbor Workers Compensation Act, or the Jones Act, AECOM's insurance shall include such Acts.

- (d) Professional Liability Insurance with limits of not less than \$1,000,000 per claim and annual aggregate.
- (e) AECOM shall provide and maintain the following if applicable to the Services:
  - i. When operations related to the Services hereunder will involve subsurface investigation (such as soil samples, core drilling, test wells, etc.), AECOM, or its subcontractor(s) as applicable, shall maintain Contractor's Pollution Liability Insurance, including bodily injury, property damage and cleanup costs, with limits of not less than \$1,000,000 per occurrence and annual aggregate.
  - ii. When necessary for AECOM to use watercraft for the performance of the Services under this AGREEMENT, and if excluded by AECOM's General Liability policy, AECOM shall maintain a Watercraft Liability policy with a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage, including protection & indemnity where applicable. Coverage will apply to owned, non-owned and hired watercraft.
  - iii. When necessary for AECOM to use aircraft (fixed-wing or rotary) for the performance of the Services under this AGREEMENT, AECOM shall maintain Aircraft Liability with a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage, including passenger liability. Coverage will apply to owned, non-owned and hired aircraft.

The policies shall provide, or be endorsed to provide, that: (1) at least thirty (30) days' advance written notice shall be given to CITY prior to cancellation or non-renewal, (2) the CITY shall be added as additional insureds under policies listed under (a), (b) and (e) above.

Upon request, AECOM shall furnish CITY certificates of insurance and required endorsement(s) which evidence the requirements of this Article prior to performing any Services under this AGREEMENT. AECOM further agrees to file new certificates showing renewal of coverage and limits at least thirty (30) days prior to the expiration of the current policies.

#### **ARTICLE 7 - INDEPENDENT CONTRACTOR**

AECOM undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. AECOM has complete and sole responsibility for its employees, agents, subcontractors or any other persons or entity that AECOM hires to perform or assist in performing the Services hereunder. AECOM is solely responsible for (a) payment of wages, benefits, and other compensation to or for its employees, (b) payment of applicable payroll, unemployment, and other taxes and withholding of applicable social security (FICA) and income taxes with respect to its employees, and (c) compliance with applicable Workers' Compensation laws with respect to maintenance of workers' compensation and employer's liability insurance coverages.

#### **ARTICLE 8 - COMPLIANCE WITH LAWS**

In performance of the Services, AECOM shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. AECOM shall procure the permits, certificates, and licenses necessary to allow AECOM to perform the Services. AECOM shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to AECOM in the Task Order Scope of Services.

#### **ARTICLE 9 - CITY'S RESPONSIBILITIES**

CITY shall perform the following in a timely manner so as not to delay the Services of AECOM:

- (a) Provide criteria and information pertinent to AECOM's Services as to CITY's requirements for the Project, including design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CITY will require to be included in the drawings and specifications to be furnished by AECOM under this AGREEMENT, if any.
- (b) Make available to AECOM drawings, specifications, schedules, and other information, interpretations, and data which are prepared by CITY, or by others, which CITY and AECOM consider pertinent to AECOM's responsibilities hereunder.
- (c) Arrange for access to and to make provisions for AECOM to enter upon public and private property as required for AECOM to perform the Services.
- (d) Give prompt notice to AECOM whenever CITY observes or otherwise becomes aware of any development



that affects the scope or timing of AECOM's Services.

Unless otherwise provided in the AGREEMENT, the information and services to be provided by CITY under this Article will be without cost to AECOM.

**ARTICLE 10 - OWNERSHIP OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, computer software and other such instruments of service prepared by AECOM pursuant to this AGREEMENT, whether completed or in progress, are the property of CITY. Ownership shall transfer to CITY if or as required by the Prime AGREEMENT. Any use except for the specific purpose intended by this AGREEMENT will be at the user's sole risk and without liability or legal exposure to AECOM.

**ARTICLE 11 - TERMINATION AND SUSPENSION**

The CITY may terminate this AGREEMENT at any time, with or without cause, effective upon delivery of Written Notice thereof to AECOM.

Should the AGREEMENT be so terminated, all drawings and documents in connection with the project shall become the property of the CITY who shall, in that event, make reasonable allowance for expenses incurred and services satisfactorily performed by AECOM to the date of termination. The CITY shall indemnify AECOM for any use or re-use of plans by persons with CITY's express approval.

**ARTICLE 12 - PROPRIETARY INFORMATION**

AECOM shall treat as proprietary all information provided by CITY and all drawings, reports, studies, design calculations, specifications, and other documents or information, in any form or media, resulting from the AECOM's performance of the Services. AECOM shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of CITY.

The preceding restriction shall not apply to information which is in the public domain, was previously known to AECOM, was acquired by AECOM from others who have no confidential relationship to CITY with respect to same, or which, through no fault of AECOM, comes into the public domain. AECOM shall not be restricted from releasing information, including proprietary information, in response to a subpoena, court order, or other legal process. AECOM shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify CITY in writing of the demand for information before AECOM responds to such demand. CITY may, at its sole discretion, seek to quash such demand.

**ARTICLE 13 - NOTICES**

Any notices required by this AGREEMENT shall be made in writing to the address specified below:

CITY: Ed Blattner, P.E.  
Public Works Director  
City of Arnold  
2900 Arnold Tenbrook Rd.  
Arnold, MO 63010

J.C. Murray, P.E.  
AECOM, Inc.  
1001 Highlands Plaza West, Suite 300  
St. Louis, MO 63110

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CITY and AECOM.

#### **ARTICLE 14 - DELAY IN PERFORMANCE**

Neither CITY nor AECOM shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either CITY or AECOM under this AGREEMENT.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party, describing the circumstances preventing continued performance and the efforts being made to resume performance.

#### **ARTICLE 15 - DISPUTES**

In the event of a dispute between CITY and AECOM arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach AGREEMENT to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

#### **ARTICLE 16- RECORDS**

AECOM's records pertaining to compensation and payments under this AGREEMENT shall be kept in accordance with generally accepted accounting principles. Such records shall be subject to audit by CITY, during normal business hours at AECOM's place of business, or AECOM shall provide a copy of same to CITY at CITY's expense. AECOM shall not dispose of the originals of such records until after sixty (60) days' prior written notice to CITY.

#### **ARTICLE 17 - EQUAL EMPLOYMENT OPPORTUNITY**

AECOM and any Subconsultants will, in all solicitation, or advertisements for employees and for all WORK performed by employees of AECOM or under a subconsultant including procurement of services, equipment, or materials, comply with all provisions of State and Federal laws and regulations governing the Americans with Disabilities Act, Equal Employment Opportunity and Non-Discrimination.

#### **ARTICLE 18 - WAIVER**

A waiver by either CITY or AECOM of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **ARTICLE 19 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void. CITY and AECOM further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

#### **ARTICLE 20 - INTEGRATION**

This AGREEMENT, including any Attachments incorporated by reference in the AGREEMENT, represents the entire and integrated AGREEMENT between CITY and AECOM. It supersedes all prior and contemporaneous communications, representations, and AGREEMENTs, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT may be amended only by a written instrument signed by both CITY and AECOM.

**ARTICLE 21 - SUBCONTRACTING**

AECOM shall not engage independent consultants, associates, or subcontractors to assist in the performance of AECOM's Services without the prior written consent of CITY.

**ARTICLE 22- SUCCESSORS AND ASSIGNS**

CITY and AECOM each binds itself and its successors, executors, administrators, permitted assigns, legal representatives, and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party, in respect to all provisions of this AGREEMENT.

**ARTICLE 23 - ASSIGNMENTS**

Neither CITY nor AECOM shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party; provided, however, AECOM may assign its rights to payment without CITY's consent. Unless otherwise stated in the written consent, no assignment will release or discharge the assignor from any obligation under this AGREEMENT.

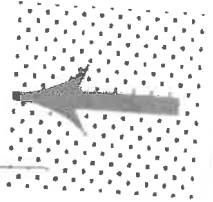
**ARTICLE 24 - THIRD PARTY RIGHTS**

The Services provided for in this AGREEMENT are for the sole use and benefit of, and nothing in this AGREEMENT shall be construed to give any rights or benefits to, anyone other than the CITY and AECOM.

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

City of Arnold, Missouri (CITY)

AECOM, Inc.



\_\_\_\_\_  
Signature  
Name: Ron Counts  
Title: Mayor

\_\_\_\_\_  
Signature  
Name: J.C. Murray, P.E.  
Title: Transportation Department Manager

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Fed. Tax I.D. No.

\_\_\_\_\_  
Attest by:  
Name: Tammi Casey  
Title: City Clerk

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

## Attachment 2

(Scope of Services)

To be performed by AECOM

1. GENERAL

The Project involves the engineering design and construction period services for the reconstruction of the intersection of Richardson Road and Old Lemay Ferry Road. The improvements will improve the existing intersection with a relocated "T" intersection.

2. RIGHT-OF-WAY PLANS

Right-of-way linework will be created for all properties by AECOM. This will include all new right-of-way, permanent and temporary easements. The Consultant will be responsible for preparing all necessary property and taking descriptions and exhibits. AECOM will provide right-of-way plan sets that will include cover sheet, typical sections, and plan/profile sheets.

3. UTILITY COORDINATION

AECOM will submit plans to the nearby utility companies upon the completion of the right-of-way plans. AECOM will then submit construction plans at approximately 95% complete. This utility coordination submittal will include the plan and profile sheets, cross-sections, elevations, construction staging plan and storm sewer profiles in sufficient detail for the utility companies to utilize them to initiate their designs. These plans will be transmitted to the utility companies under cover of a City letter. Both submittals will be provided at half scale (11"x17").

AECOM will use these drawings to host a meeting approximately thirty (30) days after the receipt of the initial plan set to discuss any concerns of the utilities and to allow the utilities to coordinate among themselves. AECOM will incorporate requests for assistance from the construction contractor by the utility companies in the bid documents.

4. FINAL PLANS

AECOM shall prepare a complete set of reproducible plans, specifications, and bid documents based on the approved preliminary plans and right-of-way plans for the Project. The final plans shall include:

- A. Title sheet with legend, index and location map showing limits and length of the Project, Federal project number (if applicable), provision in lower right hand corner for date and signature of appropriate local officials, and engineer's seal.
- B. Summary of Quantities
- C. Typical sections
- D. Alignment Control Sheet, which shall include reference ties, benchmarks, and table of alignment coordinates
- E. Plan/profile sheets shall be drawn on sheets with a printable area of 22" x 34" with horizontal scale 1" = 20' and vertical scale 1" = 5'. Plan sheets shall be set up to allow to scale ½ size plans to be placed on 11" x 17" paper.
- F. Cross sections with horizontal and vertical scale 1" = 5'.

- E. Plan/profile sheets shall be drawn on sheets with a printable area of 22" x 34" with horizontal scale 1" = 20' and vertical scale 1" = 5'. Plan sheets shall be set up to allow to scale ½ size plans to be placed on 11" x 17" paper.
- F. Cross sections with horizontal and vertical scale 1" = 5'.
- G. Storm sewer/culvert profiles.
- H. Intersection geometric details with warping diagrams
- I. Detour construction plan or simplified Traffic Handling Plan.
- J. Traffic control signing & striping necessary for construction.
- K. Pavement marking and permanent signing plans.
- L. Special detail sheets
- M. Sediment and erosion control plans.
- N. Parcel numbers as shown on the ROW Plans
- O. Job Special Provisions necessary to accurately described the method and materials for construction.

5. FIELD CHECK

AECOM will perform a field check of the final construction drawings prior to submission. AECOM will coordinate the time for the final field check with the City so a representative from the City can participate.

6. SUBMITTALS

- A. Three (3) half-size sets of right-of-way plans
- B. Three (3) half-size sets of final plans
- C. Special provisions (.doc and .pdf versions)
- D. Estimate of Probable Construction Cost
- E. One (1) half-size complete set to each utility which has services in or near the Project
- F. Electronic copy of project files on compact disk including – but not limited to – plan/profile sheets, 3D and 2D survey topography, horizontal and vertical alignments, and existing and proposed property lines and easements. Files shall be delivered in MicroStation format.

7. CONSTRUCTION SERVICES

AECOM will respond to questions from the City and the contractor during the construction period and provide plan interpretation as needed. AECOM staff will also be available for on-site discussions with the City and contractor up to a maximum of two times during the construction phase.

8. SUBCONTRACTED SERVICES

AECOM will procure the services of the following subcontractors for this Project. Their proposed scopes are also attached to this document.

- A. Govero Land Services will provide surveying services. The extent of their scope is as follows:
  - i. Verify corners for easements on R/W Documents
  - ii. Plat of new R/W
  - iii. Pin Corners of new R/W
  - iv. Stake Centerline of new Road

In addition to these items, Govero can provide metes and bounds descriptions for any properties that may go to condemnation. Any fees associated with this item are not included in Govero's estimate and could be provided to the City at an additional cost of \$80 per manhour required.

Legal descriptions will NOT be provided to the City unless requested. If requested, these legal descriptions would also be subject to the \$80 per manhour fee above.

- B. O.R. Colan will provide right-of-way acquisition services. The extent of their scope is as follows:
  - i. All acquisition services will be done in compliance with MoDOT LPA guidelines and a completed file for MoDOT review will be presented for each parcel. It is currently anticipated that two of the parcels will need to be valued by appraisals and appraisal reviews as the valuations are anticipated to be somewhat complicated or the valuation is estimated to be greater than \$10,000. The closing fee assumes that deeds of release and related items are not required. If it is determined that these types of items will be required or preferred, the property will likely need to be closed through a title company at a separate charge.
- C. SCI Engineering, Inc. (SCI) will provide construction observation and testing services. Their scope is as follows:
  - i. Proofroll observation prior to placement of embankment fill
  - ii. Compaction testing of materials placed for embankment fill
  - iii. Compaction testing of soil subgrade and aggregate base for the roadway
  - iv. Asphaltic concrete testing including thickness and density testing during paving

9. DESIGN CRITERIA TO BE USED

AECOM shall use the following design criteria in this Project:

- A. General design criteria shall be as specified by the City of Arnold
- B. Missouri Department of Transportation
- C. AASHTO
- D. All traffic control signing and pavement markings shall meet the provisions of the "Manual on Uniform Traffic Control Devices"

# GOVERO Land Services

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**SURVEYING \* ENGINEERING**  
**5929 Old State Road**  
**Imperial, MO 63052**  
**(636) 464-9380**

September 7, 2017

JC Murray  
AECOM  
1001 Highlands Plaza Dr. West  
Suite 300  
St. Louis, MO 63110

RE: Richardson Road & Old Lemay Ferry Road  
Job#: 94149-A

Dear JC,

This letter will serve as a cost estimate for the above referenced job. Please note the following:

- |   |           |
|---|-----------|
| 1. Verify corners for easement on R/W Documents                   | \$500     |
| 2. Plat of new R/W  | \$600     |
| 3. Pin Corners of new R/W   | \$950     |
| 4. Stake Centerline of new Road                                   | \$400     |
| 5. Hourly rates for Metes & Bounds descriptions for condemnations | \$ 80/hr. |

Should you have any questions or desire additional information, please do not hesitate to contact me.

Sincerely,



Daniel L. Govero, PLS  
President

DLG/dgc

K:/wpdoc/94149-Altr2

September 11, 2017

Mr. J.C. Murray, P.E.  
Transportation Department Manager  
AECOM  
1001 Highlands Plaza Drive West  
Suite 300  
St. Louis, MO 63110

RE: Proposal for Right of Way Acquisition Services  
Richardson Road – City of Arnold

Dear Mr. Murray;

Per your request, following is a proposal from O. R. Colan Associates to provide land acquisition services on three parcels for the Richardson Road Intersection with Old Lemay Ferry Road project located within the City of Arnold, MO.

All acquisition services will be done in compliance with MoDOT LPA guidelines and a completed file for MoDOT review will be presented for each parcel. It is currently anticipated that two of the parcels will need to be valued by appraisals and appraisal reviews as the valuations are anticipated to be somewhat complicated or the valuation is estimated to be greater than \$10,000.

Following is the Cost Estimate for this project:

3 Title Reports: \$350 each = \$1,050  
2 Appraisals: \$4,000  
2 Appraisal Reviews: \$2,000  
1 Payment Estimate: \$350  
3 Negotiations: \$1,850 each = \$5,550  
3 Closings: \$125 each = \$375

Total Cost Estimate: \$13,325.00

The Closing fee assumes that deeds of release and related items are not required. If it is determined that these types of items will be required or preferred, the property will likely need to be closed through a title company at a separate charge.



Thank you for this opportunity and let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Daryl Knobbe', is positioned above the printed name.

Daryl Knobbe  
Vice-President



**SCI ENGINEERING, INC.**

**EARTH • SCIENCE • SOLUTIONS**

GEOTECHNICAL  
ENVIRONMENTAL  
NATURAL RESOURCES  
CULTURAL RESOURCES  
CONSTRUCTION SERVICES

September 15, 2017

Mr. J. C. Murray, P.E.  
AECOM, Inc.  
1001 Highlands Plaza Drive West, Suite 300  
St. Louis, Missouri 63110

RE: Construction Observation/Testing Services Proposal  
Richardson Road – Intersection with Old Lemay Ferry Road  
Arnold, Missouri  
SCI No. 2017-0690.00

Dear Mr. Murray:

SCI Engineering, Inc. (SCI) is pleased to present our proposal to provide Construction Testing/Observation Services for the referenced project.

### **PROJECT DESCRIPTION**

Based on the plans prepared by URS dated November 2012, we understand the project will feature construction of approximately 285 feet of new roadway creating a new intersection at Richardson Road and Old Lemay Ferry Road in Arnold, Missouri. As indicated on the plans, the project will feature nearly 1,000 cubic yards of roadway embankment fill and new asphalt paving over 9,234 square feet.

### **SCOPE OF SERVICES**

During construction, we understand our scope of services may include:

- Proofroll observation prior to placement of embankment fill;
- Compaction testing of materials placed for embankment fill;
- Compaction testing of soil subgrade and aggregate base for the roadway; and
- Asphaltic concrete testing including thickness and density testing during paving.

SCI personnel will make trips to the project site, as scheduled by your representative, to perform the requested testing/inspection services. As part of the construction team, SCI's on-site personnel will work with the contractor's personnel to perform the requested tests and inspections and provide verbal results as the tests and inspections are performed. A copy of our field report can be provided to your representative during our visit which will summarize our services that day and list any non-conforming items. Formal test reports are typically issued weekly and concrete compression test reports are issued the day of the test.

## **COST OF SERVICES**

In accordance with your request, SCI has prepared a cost estimate to provide the testing/observation services listed above during the construction of the Richardson Road – Intersection with Old Lemay Ferry Road. This estimate is based on a brief review of the plans and specification and information provided by you. In addition to this information, we made necessary assumptions regarding schedule, scope, time required on site and many other items in order to develop this estimate. Variables that will influence our costs include the contractor's production rate, the weather, and site conditions.

SCI proposes to invoice our services on an hourly/test basis using the enclosed *Rate Schedule* and *Price List*. Personnel rates and test charges we anticipate will be required on this project are shown on the enclosed *Cost Estimate*. Please note that our actual fees may be more or less than shown on the estimate, and that by requesting specific services each day, you agree to pay the fees associated with the requested visits in accordance with the enclosed *Rate Schedule* and *Price List*.


We have assumed access to the areas requiring inspections or tests will be provided by the contractor, which includes use of lifts, ladders, scaffolding, etc. If SCI is required to provide equipment to access these areas, an additional fee of the rental cost plus 15 percent will be charged.

## **AUTHORIZATION**

To formally authorize the material testing services outlined in this proposal, please sign the *Acceptance of Proposal for Professional Services* form and return one copy to our office. The sheet provides important information regarding report distribution and invoicing, and describes the General Terms and Conditions of our services. Please note that our payment terms are "net due upon receipt of invoice." Should your company's regular accounts payable process not be conducive to payment within these terms, please indicate in writing what your payment policy is and we will make every attempt to invoice according to your system. Unless notified otherwise, SCI will assume that you understand our policy and plan to pay your account within our terms.

Respectfully,

**SCI ENGINEERING, INC.**



James P. Bauer, P.E.  
Project Engineer



David P. Nolan, P.E.  
Vice President

JPB/DPN/sle

Enclosures



**SCI ENGINEERING, INC.**  
 130 Point West Boulevard  
 St. Charles, Missouri 63301  
 636-949-8200  
 www.sciengineering.com

**Richardson Road - Intersection with Old Lemay Ferry Road**

Arnold, Missouri

SCI Job No. 2017-0690.00

Construction Testing Services - Cost Estimate

**Preconstruction Meeting & Site/Proofroll Observation**

Item	Rate	Quantity/day	Cost/day
Project Manager	\$100.00	4	\$400.00
Clerical	\$52.00	0.25	\$13.00
Mileage	\$0.65	70	\$45.50
<b>Total/day</b>			<b>\$458.50</b>

Days: 3

**Cost: \$1,375.50**

**Roadway Embankment**

Item	Rate	Quantity/day	Cost/day
Project Manager	\$100.00	1	\$100.00
Technician	\$52.00	8	\$416.00
Technician OT	\$78.00	1	\$78.00
Clerical	\$52.00	0.25	\$13.00
Nuclear Gauge	\$44.00	1	\$44.00
Mileage	\$0.65	70	\$45.50
<b>Total/day</b>			<b>\$696.50</b>

Modified Proctor \$225.00 4 \$900.00

Atterberg Limits \$66.00 3 \$198.00

Days: 5

**Cost: \$4,580.50**

**Subgrade/Aggregate Base**

Item	Rate	Quantity/day	Cost/day
Project Manager	\$100.00	0.5	\$50.00
Technician	\$52.00	3	\$156.00
Clerical	\$52.00	0.5	\$26.00
Nuclear Gauge	\$44.00	1	\$44.00
Mileage	\$0.65	70	\$45.50
<b>Total</b>			<b>\$321.50</b>

Modified Proctor \$225.00 1 \$225.00

Days: 4

**Cost: \$1,511.00**

**Asphaltic Concrete Paving**

Item	Rate	Quantity/day	Cost/day
Project Manager	\$100.00	1	\$100.00
Technician	\$52.00	8	\$416.00
Technician OT	\$78.00	1	\$78.00
Clerical	\$52.00	0.25	\$13.00
Nuclear Gauge	\$44.00	1	\$44.00
Mileage	\$0.65	70	\$45.50
<b>Total</b>			<b>\$696.50</b>

AC Content & Gradation \$220.00 2 \$440.00

Days: 2

**Cost: \$1,833.00**

**Total Estimated Fee: \$9,300.00**



**SCI ENGINEERING, INC.**  
**130 Point West Boulevard**  
**St. Charles, Missouri 63301**  
**636-949-8200**  
**www.sclengineering.com**

**RATE SCHEDULE**

AECOM, Inc.  
 Richardson Road - Intersection with Old Lemay Ferry Road

September 15, 2017  
 2017-0690.00

<b>Labor Description</b>	<b>Rate</b>
President	161.00 /hour
Vice President	143.00 /hour
Branch Manager	110.00 /hour
Chief Engineer	131.00 /hour
Senior Engineer	120.00 /hour
Senior Geophysicist	150.00 /hour
Senior Scientist	120.00 /hour
Project Manager	100.00 /hour
Resident Engineer	105.00 /hour
Project Engineer	102.00 /hour
Project Scientist	102.00 /hour
Fireproof Inspector	80.00 /hour
Special Inspections Manager	100.00 /hour
Ultrasonic Testing	82.00 /hour
Steel Manager - Reinspection	100.00 /hour
Floor Flatness Technician	72.00 /hour
NDT Inspector	82.00 /hour
Staff Engineer	89.00 /hour
Staff Scientist	89.00 /hour
Laboratory Manager	89.00 /hour
Senior Field Manager	79.00 /hour
Steel Inspector	80.00 /hour
Drilled Pier Inspector	76.00 /hour
Special Inspector (Concrete/Masonry)	59.00 /hour
Field Manager	65.00 /hour
Field Scientist	63.00 /hour
CADD Operator	62.00 /hour
Field Technician	52.00 /hour
Laboratory Technician	52.00 /hour
State Certified Construction Technician I	52.00 /hour
State Certified Construction Technician II	58.00 /hour
Vapor Emissions Field Testing	76.00 /hour
Administrative Assistant	52.00 /hour
Chief Archaeologist	131.00 /hour
Senior Archaeologist	98.00 /hour
Archaeologist	88.00 /hour
Archaeological Crew Chief	66.00 /hour
Archaeological Technician	58.00 /hour
Architectural Historian	95.00 /hour

**Expenses**

Transportation, Meals/Per Diem, lodging, subcontractors, subconsultants, etc. Cost + 15 percent

**Overtime/Night-Time Differential**

Overtime is charged for hours worked per individual employee in excess of 8 hours per day, or work performed on Saturdays, Sundays, or Holidays. Overtime for SCI employees will be billed at 1½ times our regular hourly rates. A 10 percent premium will be charged for all labor performed during a night-time shift.

**Expert Testimony**

Expert witness testimony for deposition, arbitration, mediation and trial proceeding will be billed at 1½ times the applicable hourly rate.

**Field and Lab Services**

We prefer a 24-hour notice to schedule field services but will always try to work within the time constraints provided. Coordination and report review will be invoiced at engineering rates. A minimum charge of 3 hours per site visit will apply for all field services.

SCI Engineering, Inc. is a multi-discipline firm offering services during all phases of projects – from development and design through final construction. SCI provides services that include: geotechnical, construction, environmental, natural resources, and cultural resources. This Labor Rate Schedule is not inclusive of all of our services. Labor Rates for all of our services will be furnished upon request.



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AECOM, Inc.  
 Richardson Road - Intersection with Old Lemay Ferry Road

September 15, 2017  
 2017-0690.00

SOIL TESTING		ASTM/AASHTO	Price	Unit
<b>Laboratory Tests</b>				
<b>1 Compaction Control</b>				
	Moisture-Density Relationship			
	Standard Proctor	D698/T99	220.00	Ea
	Modified Proctor	D1557/T180	225.00	Ea
	Rock-Soil Mixtures		48.00	Add
	Over-size Specific Gravity		85.00	Add
	California Bearing Ratio (CBR) (moisture-density relationship additional)			
	Single-Point (unsoaked)	D1883/T193	165.00	Ea
	Single-Point (soaked)		175.00	Ea
	3-Point Single Moisture (soaked)		270.00	Ea
	Relative Density - Minimum and maximum density	D4253/4254	317.00	Ea
<b>2 Material Characterization</b>				
	Visual Description	D2488/M145	9.00	Ea
	Atterberg Limits - Method A or B	D4318/T89,90	66.00	Ea
	Liquid Limit Only		55.00	Ea
	Unit Weight Determination	D2937	35.00	Ea
	Grain Size Analysis			
	Sieve Analysis (includes percent finer than No. 200)	D422/T88	65.00	Ea
	Sieve Analysis with Hydrometer		158.00	Ea
	Percent finer than No. 200 (washed)	D1140	39.00	Ea
	Specific Gravity of Soil	D854/T100	145.00	Ea
	Moisture Content	D2216/T265	10.00	Ea
	Organic Content	D2974/	54.00	Ea
	Organic Classification Using Atterberg Method	D2487	125.00	Ea
	Wet Organic Content	T194	137.00	Ea
	pH	D4972	35.00	Ea
	pH	G51	25.00	Ea
	Soil Resistivity	G57	130.00	Ea
<b>3 Strength and Behavioral Properties</b>				
	One Dimensional Consolidation Test - Includes laboratory e-log and p-curve	D2435	385.00	Ea
	Swell Test		210.00	Ea
	Unconfined Compression Test	D2166/T208		
	Undisturbed Samples (includes dry density)		83.00	Ea
	Using Rimac on ss samples		7.00	Ea
	Triaxial Strength Testing			
	Unconsolidated, Undrained (UU) (Q)	D2850/T296	125.00	Pt
	Consolidated, Undrained (CU) ( R )	D4767/T297		
	Per Point		340.00	Ea
	Additional Multi-Stage Points		125.00	Ea
	Consolidated, Drained (CD)	D7181		
	Per Point		470.00	Ea
	Additional Multi-Stage Points		125.00	Ea
	Direct Shear	D3080		
	Non-cohesive		250.00	per point
	Cohesive		350.00	per point
	Hydraulic Conductivity Tests			
	Triaxial Flexible Wall	D5084	350.00	Ea
	Rigid Wall	D2434	286.00	Ea
	Rock Core			
	Description/photo		38.00	Box
	Unconfined Compression Test		79.00	Ea
	Direct Shear		250.00	Ea
	Remolding Samples	D3080		
	Samples for Consolidation, Swell, or Direct Shear		50.00	Ea
	Samples for QU, UU, CU, or Hydraulic Conductivity		80.00	Ea
<b>4 Laboratory Testing</b>				
	Chemical Tests			
	Total Sulfates		38.00	Ea
	Chlorides		38.00	Ea
<b>Field Services</b>				
	Nuclear Density Equipment	D2922/T130	44.00	Day
	Sand Cone Equipment	D1556/T191	18.00	Day
	Drive Tube Equipment	D2937	18.00	Day
	Settlement Plates		225.00	Ea
	Handheld GPS Unit		100.00	Day



**SCI ENGINEERING, INC.**  
**130 Point West Boulevard**  
**St. Charles, Missouri 63301**  
**636-949-8200**  
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AECOM, Inc.  
 Richardson Road - Intersection with Old Lemay Ferry Road

September 15, 2017  
 2017-0690.00

CONCRETE TESTING		ASTM/AASHTO	Price	Unit
<b>Laboratory Services</b>				
<b>1 Compressive Strength</b>				
Cylinders - 4"x8", 3"x6" (Cast by SCI, Tested or held in reserve)	C39	13.50	Ea	
Cylinders - 6"x12" (Cast by SCI, Tested or held in reserve)	C39	13.50	Ea	
Cylinders - Cast by Others (Tested or held in reserve)	C39	21.00	Ea	
2" x 4" Cylinder	C780	13.50	Ea	
2" x 2" Cube	C109	13.50	Ea	
Drilled Cores (including sawcutting one end)	C42	48.00	Ea	
CLSM w/Density	D4832	65.00	Ea	
Sawcut Cylinders (If ends are not in compliance with ASTM standards)		20.00	Ea	
Nominal 4" x 4" x 8" Grout Sample		25.00	Ea	
Concrete Masonry Unit	C140	75.00	Ea	
<b>2 Cylinder Molds</b>				
		1.75	Ea	
<b>3 Flexural Strength - 6" x 6" x 21" or 24" beam</b>				
	C78	41.00	Ea	
<b>4 Shrinkage/Length Change of Hardened Concrete (Set of 3)</b>				
	C157/C490	500.00	Ea	
<b>5 Mix Design/Verification (does not include aggregate tests)</b>				
Trial Mix Verification (1-point, includes 6 cylinders)	C192	850.00	Ea	
Trial Mix (includes 3-point w/c ratio relationship & 18 cylinders)		1,750.00	Ea	
<b>6 Masonry Mortar Mix Test</b>				
		335.00	Ea	
<b>7 Aggregate Characteristics</b>				
Sieve Analysis	C136	55.00	Ea	
Washed Sieve Analysis (includes percent finer than No. 200)		65.00	Ea	
Washed Sieve Analysis (percent finer than No. 200 only)	C117	39.00	Ea	
Rapid Turnaround (Stove drying)		30.00	Add	
Unit Weight and Voids in Aggregate	C29	60.00	Ea	
Specific Gravity and Absorption of Coarse Aggregate	C127	80.00	Ea	
Specific Gravity and Absorption of Fine Aggregate	C128	125.00	Ea	
Clay Lumps and Friable Particles in Aggregate	C142	115.00	Ea	
MoDOT Deleterious Determination	TM71	70.00	Ea	
Surface Moisture in Fine Aggregate	C70	25.00	Ea	
Soundness (sodium sulfate)	C88	560.00	Ea	
Soundness (magnesium sulfate)	C88	445.00	Ea	
Resistance to Abrasion	C131	400.00	Ea	
Flat & Longated, Flat or Elongated	D4791	45.00	Ea	
Lightweight Particle	C123			
Fine Aggregate (2.0SG)		95.00	Ea	
Coarse Aggregate (2.0SG)		152.00	Ea	
Coarse Aggregate (2.4SG)		285.00	Ea	
<b>8 Concrete Core Thickness</b>				
	C174	17.00	Ea	
<b>Field Services</b>				
<b>1 Quality Control (includes determination of slump and air content, making cylinders and retrieval)</b>				
Field Testing	C31	Per Rate Schedule	Hr	
<b>2 Concrete Batch Plant Inspection by Registered Professional Engineer (NRMCA Certification)</b>				
		Upon request		
<b>In-Place Testing</b>				
<b>1 Rebound Hammer Tests</b>				
		Per Rate Schedule	Hr	
<b>2 Windsor Probe Penetration Tests</b>				
Field Testing		Per Rate Schedule	Hr	
Equipment		46.00	Day	
Probes (set of three)		43.00	Ea	
<b>3 Coring (350.00 minimum)</b>				
Field Testing		Per Rate Schedule	Hr	
Bit Wear		4.00	Inch	
Coring Machine		85.00	Day	
<b>4 Floor Flatness</b>				
	E1155			
Field Testing		Per Rate Schedule	Hr	
Dipstick Floor Profiler		150.00	Day	
<b>5 Vapor Emission Test</b>				
	F1869	60.00	Ea	
Field Testing		Per Rate Schedule	Hr	
<b>6 Relative Humidity Loggers in Floor Slab</b>				
	F2170	55.00	Ea	
Field Testing		Per Rate Schedule	Hr	
<b>7 Ground Penetrating Radar-Concrete Scanning (4 hour minimum charge)</b>				
		175.00	Hr	





**SCI ENGINEERING, INC.**  
 130 Point West Boulevard  
 St. Charles, Missouri 63301  
 636-949-8200  
 www.sciengineering.com

AECOM, Inc.  
 Richardson Road - Intersection with Old Lemay Ferry Road

September 15, 2017  
 2017-0690.00

ASPHALTIC CONCRETE TESTING		ASTM/AASHTO	Price	Unit
<b>Laboratory Services</b>				
1	Bitumen Content			
2	Extraction	D2172		
	Asphalt Content		210.00	Ea
	Asphalt Content and Gradation		260.00	Ea
3	Ignition Oven	D6307		
	Asphalt Content		165.00	Ea
	Asphalt Content and Gradation		220.00	Ea
4	Bulk Specific Gravity	D2726/T166	37.00	Ea
5	Maximum Theoretical Specific Gravity	D2041	63.00	Ea
6	Aggregate Correction Factor Determination for Asphalt Ignition Oven		655.00	Ea
7	Asphalt Core Thickness	D3549	17.00	Ea
<b>Field Services</b>				
1	Commercial Placement Observation (includes determining maximum density of field mix, monitoring density, estimating thickness, and recording temperature)			
	Field Testing		Per Rate Schedule	Hr
	Nuclear Density Equipment		44.00	Day
2	Coring (350.00 minimum)			
	Field Testing		Per Rate Schedule	Hr
	Bit Wear		2.00	Inch
	Coring Machine		85.00	Day
<b>SPECIAL INSPECTIONS TESTING</b>				
1	Structural Steel Observations (includes visual weld inspection, bolt torque determination)			
	Field Inspection	AWS D1.1	Per Rate Schedule	Hr
	Equipment		39.00	Day
2	Nondestructive Testing			
	Ultrasonic Inspection			
	Field Testing	AWS D1.1	Per Rate Schedule	Hr
	Equipment		39.00	Day
3	Magnetic Particle Inspection			
	Field Testing	E1444/E709	Per Rate Schedule	Hr
	Equipment		30.00	Day
4	Dye Penetrant Inspection			
	Field Testing	E165	Per Rate Schedule	Hr
	Equipment		25.00	Day
5	Welding Operator Qualifications And Inspection (includes welder performance verification and guided bend test)			
	Field Verification	AWS D1.1	Per Rate Schedule	Hr
	Guided Bend Test (Excludes Machining)		40.00	Coupon
6	Adhesion testing of epoxied items into concrete and masonry (includes pullout testing of epoxied anchor bolts and reinforcing steel)			
	Field Testing	IBC	Per Rate Schedule	Hr
	Testing Equipment		79.00	Day
<b>MILEAGE FOR ALL SERVICES</b>			0.65	per mile
This price list is not inclusive of all tests and services: prices for additional tests and services will be provided upon request.				





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 St. Charles, Missouri 63301  
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**ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES**

Project Name: Richardson Road – Intersection with Old Lemay Ferry Road

Project Number: 2017-0690.00 / JPB/DPN

Date: September 15, 2017

Fee: As detailed in the enclosed proposal

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

**Accepted By:**

Name and Title: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ City,State,Zip: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

**Party responsible for payment: (if different than Accepted By)**

Name and Title: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ City,State,Zip: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

**Report Distribution (Note: Additional printed report copies after final submittal will be billed at \$25.00 each)**

Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports
_____	_____	_____
_____	_____	_____
_____	_____	_____

**NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)**

**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 YOU PAYING FOR LABOR AND MATERIAL TWICE.**



**SCI ENGINEERING, INC.**

**130 Point West Boulevard  
St. Charles, Missouri 63301  
636-949-8200**

**www.sciengineering.com**

## GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. Our general liability insurance, subject to its limits, terms and conditions, provides protection against liability arising out of bodily injury and property damage that is the direct result of our operational negligence.

At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to \$50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be in conflict with this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

#### 9. CONTAMINATION OF AN AQUIFER

Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration.

**10. SITE SAFETY** With respect to project site safety, SCI shall be responsible solely for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed by any party to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed by any party to imply that SCI has any responsibility for any contractor's methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site. You agree that the general contractor is responsible for project site safety, and warrant that this intent shall be made evident in your agreement with the general contractor.

**11. CONSTRUCTION COST ESTIMATES** An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

**12. DEFECTS IN SERVICE** You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

**13. TERMINATION** Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

**14. ENVIRONMENTAL SITE ASSESSMENT** An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

**15. FAILURE TO FOLLOW RECOMMENDATIONS** SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

**16. ALTERATION OF INSTRUMENTS OF SERVICE** Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

**17. MOLD DISCLAIMER** The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation.

**18. OTHER PROVISIONS** You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

b. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

c. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

d. In the event there is a dispute between SCI and you, other than collection of fees and which is not resolved by mediation, the prevailing party shall be awarded its reasonable attorney's fees, expert witness fees, and other costs. **THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.**

e. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

f. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supercede more stringent requirements of local ordinances.

**Attachment 3**

(Payment Schedule)

<b>Project Phase</b>	<b>Portion of Fee</b>	<b>Percentage of Fee (Approx.)</b>
Right-of-Way Plans	\$20,922	40%
Final Plans	\$18,082	34%
Construction Period Services	\$13,857	26%
<b>Total</b>	<b>\$52,860</b>	<b>100%</b>

Exhibit 1 to Affidavit

Documentation confirming Consultant's enrollment and participation in a federal work authorization program follows on the next page.

**Richardson Road/Old Lemay Ferry Road - Arnold, MO**

Man-hour Breakdown for TEE INTERSECTION w/ no Left Turn Lane on Old Lemay Ferry

Task Description	Classification					Total	Cost	
	Proj Dir	PM	Engr 1	Tech	Clerical			
<b>A: Right-of-Way Plans</b>								
Proposed ROW linework		1	2	4		7	\$ 775.00	
ROW Plans (Cover, typ. Plan/prof w metes and bounds, xsecs)	1	1	2	4		8	\$ 955.00	
QA / QC	1	2				3	\$ 450.00	
Utility Coordination		2	2	4		8	\$ 910.00	
Utility Meeting		4	4			8	\$ 980.00	
Coordination with Public Agency		4				4	\$ 540.00	
<b>Subtotal Man-hours</b>	<b>2</b>	<b>14</b>	<b>10</b>	<b>12</b>	<b>0</b>	<b>38</b>	<b>\$ 4,610.00</b>	
<b>Subtotal Fee</b>	<b>\$ 360.00</b>	<b>\$ 1,890.00</b>	<b>\$ 1,160.00</b>	<b>\$ 1,260.00</b>	<b>\$ -</b>		<b>\$ 4,610.00</b>	
<b>B: Final Plans</b>								
Cover Sheet			1	1		2	\$ 215.00	
Typical Sections		1	2	2		5	\$ 565.00	
Summary of Quantities		1	2	4		7	\$ 775.00	
Plan and Profile Sheets	1	1	4	4		10	\$ 1,175.00	
Culvert Sheets		1	2	2		5	\$ 565.00	
Erosion Control Sheets		1	4	4		9	\$ 995.00	
Traffic Control Plan		2	4	8		14	\$ 1,550.00	
Pavement Marking and Permanent Signing Plans		1	2	2		5	\$ 565.00	
Intersection Details			4	4		8	\$ 860.00	
Special Detail Sheets		1	2	4		7	\$ 775.00	
Cross Sections		1	2	2		5	\$ 565.00	
Drainage Analysis		8	16	4		28	\$ 3,260.00	
Site Visits (2 visits)		8	8			16	\$ 1,960.00	
Specifications/Cost Estimate	1	6	4			11	\$ 1,430.00	
QA / QC	1	4	4			9	\$ 1,160.00	
Utility Coordination		2	2	4		8	\$ 910.00	
Coordination with Public Agency		4				4	\$ 540.00	
<b>Subtotal Man-hours</b>	<b>3</b>	<b>42</b>	<b>63</b>	<b>45</b>	<b>0</b>	<b>153</b>	<b>\$ 17,865.00</b>	
<b>Subtotal Fee</b>	<b>\$ 540.00</b>	<b>\$ 5,670.00</b>	<b>\$ 6,930.00</b>	<b>\$ 4,725.00</b>	<b>\$ -</b>		<b>\$ 17,865.00</b>	
<b>C: Construction Period Services</b>								
Contractor Questions		4	8	8	2	22	\$ 2,360.00	
Site Visits (2 visits)		8	8			16	\$ 1,960.00	
<b>Subtotal Man-hours</b>	<b>0</b>	<b>12</b>	<b>16</b>	<b>8</b>	<b>2</b>	<b>38</b>	<b>\$ 4,340.00</b>	
<b>Subtotal Fee</b>	<b>\$ -</b>	<b>\$ 1,620.00</b>	<b>\$ 1,760.00</b>	<b>\$ 840.00</b>	<b>\$ 120.00</b>		<b>\$ 4,340.00</b>	
<b>Total Man-hours</b>	<b>5</b>	<b>68</b>	<b>89</b>	<b>65</b>	<b>2</b>	<b>229</b>	<b>\$ 26,815.00</b>	
Hourly Rate	\$ 180.00	\$ 135.00	\$ 110.00	\$ 105.00	\$ 60.00			
<b>Project Subtotal Fee</b>	<b>\$ 900.00</b>	<b>\$ 9,180.00</b>	<b>\$ 9,790.00</b>	<b>\$ 6,825.00</b>	<b>\$ 120.00</b>		<b>\$ 26,815.00</b>	
							Subconsultant - Govero (Surveyor - Verify Corners, Plats, Pin Corners, CL Staking)	\$ 2,770.00
							Subconsultant - O.R. Colan (Land Acquisition)	\$ 13,325.00
							Subconsultant - SCI (Construction Inspection, Material Testing)	\$ 9,300.00
							Mileage	\$ 150.00
							Printing	\$ 500.00
							Direct Expense Costs	\$ 25,045.00
<b>TOTAL FEE</b>							<b>\$ 52,860.00</b>	

RESOLUTION NO: 17-58

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CHANGE ORDER WITH SPENCER CONTRACTING COMPANY  
TO PROVIDE CONSTRUCTION SERVICES FOR THE JIM  
EDWARDS ARCHERY PARK LOCATED IN THE CITY OF  
ARNOLD.

---

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a change order with Spencer Contracting Company to provide construction services for the Jim Edwards Archery Park located in the City of Arnold.

A copy of said Change Order #2 is attached hereto and made a part hereof reference.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

Date: \_\_\_\_\_



3073 Arnold Tenbrook Rd  
Arnold, MO 63010

Phone 314-843-5166  
FAX 314-843-6106

**Change Order #2**

Date: 09/22/2017

Job Name: Jim Edwards Archery Park

Submitted To:  
City of Arnold- Dave Crutchley

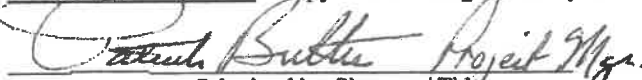
**Description of Scope Work:** Excavate and Install approx 80 LF of 4 inch schedule 40 pipe for sanitary line with fittings, core in to existing manhole, do inside drop, strap pipe to inside of manhole, install shut off valve, and grout. Includes all required rock bedding, and back fill.

- Includes all necessary equipment, labor, and materials to complete. Hook up to restroom by others.
- Includes permit and inspection fee of \$1535.00
- If old foundation or rock is encountered additional charges will apply.

**Change Order Total: \$ 5900.00**

Acceptance of Change Order for the above prices, specifications and conditions are satisfactory and are hereby accepted. Spencer Contracting is hereby authorized to do the work as specified. I accept that the above total will become an extra charge over and above the original contracted amount.

**Please sign and return** a copy of this change order by fax or email to Spencer Contracting Company.

  
 Submitted by Paul Butler Signature/ Title  
 Spencer Contracting Company

9/22/2017  
 Date

Accepted by \_\_\_\_\_ Signature

\_\_\_\_\_ Date

\_\_\_\_\_ Company Name