



Master Services Agreement

The following terms and conditions are a binding part of the Order Form and Master Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, "**Apptegy**") between Apptegy and the Client that is set out in the Order Form. References to the "**Agreement**" below collectively include the Order Form (including and incorporating the terms and conditions set out in the "**Estimated Transition Timeline**" and the "**Payment Schedule**" that is provided with this Agreement) and the following terms and conditions. This Agreement provides the terms and conditions for Client to purchase and use Apptegy's Services (as defined below). Capitalized terms used but not otherwise defined in the following terms and conditions will have the meanings given to them in the Order Form.

1. Integration with Other Documents. This Agreement is the entire agreement between Apptegy and Client with respect to the Services, except as expressly set out below. No separate written or online agreements or terms and conditions will be incorporated in this Agreement or otherwise bind the parties unless expressly set out in this Agreement or in a Client Addendum (as defined below). The Client Addendum will control and govern with respect to all matters expressly addressed in the Client Addendum, and this Agreement will control and govern with respect to all other matters. If you do not have a separate Client Addendum, this Agreement will control and govern in all circumstances. To be enforceable on the parties, any amendment, modification, or addition to the terms and conditions of this Agreement must be set out in a separate addendum confirming such amendments, modifications, and/or additions in writing (a "**Client Addendum**").

2. Services; License. During the License Term, Apptegy will provide, and Client and the individuals allowed to access the Services by or on behalf of Client ("**User(s)**") may access and use, the products and services set out in the Order Form (collectively, "**Services**").

Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client's information, material, data, photographs, videos, intellectual property (including without limitation all copyrights, trademarks, service marks, and similar rights), and other content (collectively, "**Client Content**") for providing and improving the Services. Client's right to access and use the Services, and Apptegy's license to Client Content, will automatically terminate upon termination or expiration of this Agreement.

3. Fees. Client will pay to Apptegy all fees set out in the Order Form. Apptegy will submit invoice(s) to Client for all fees due upon execution of the Agreement and/or on the Client Start Date(s) (as defined below) as set out in the Order Form. Apptegy will invoice all subsequent-year fees on or about the anniversary of the applicable Client Start Date(s). Client agrees to pay all invoices in full within 30 days of the date of the invoice. Client agrees that (i) development and implementation fees are due as set out in the Order Form, (ii) fees for use of the Services are payable in annual portions for each year of the License Term as set out in the Order Form, (iii) fees for use of the Services are subject to annual increases, starting the first renewal year after the last year of the term initially purchased by Client and continuing each year thereafter, as set out in the Order Form, and (iv) discounts for purchases of bundled Services will automatically expire if Client cancels any of the bundled Services and Client will thereafter be invoiced for the full price of the continuing Services. Client acknowledges that fees for Services do not include taxes, duties, and other government charges, including, sales, use, consumption, VAT, GST, and other withholding, as applicable, and Client is solely responsible for any such obligations, unless Client is a tax exempt entity. Client agrees to provide Apptegy with tax exemption certificate(s) or other proof of tax exempt status upon request.

4. License Term. The term of Client's license to use the Services (the "**License Term**") will start on the date(s) set out on the Order Form (the "**Client Start Date(s)**"). Clients that purchase multiple Apptegy products may have different license start dates for different products. If no license start date is set out on the Order Form, the Thrillshare Media Client Start Date will be the date that is 60 days after Apptegy receives an executed Agreement from Client and the Thrillshare Rooms Client Start Date will be the date that is 90 days after Apptegy receives an executed Agreement from Client.

The License Term will terminate on the anniversary of the applicable Client Start Date(s) that is after the number of license years initially purchased by Client, as set out in the Order Form, plus any renewal periods. This Agreement will renew for successive, additional periods of one (1) year from the anniversary of the Client Start Date(s), unless Client provides Apptegy with written notice of non-renewal before the end of the then-current License Term. Subject only to applicable procurement and appropriations law, Client agrees that it may not terminate this Agreement before the expiration of any then-current License Term without cause, unless Client pays Apptegy all fees in full for all license years of the then-current License Term, as set out in the Order Form, plus payment of any previously discounted amounts for the Services during the Term. All fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law.

5. Appropriations. Client's obligations under this Agreement for any year after the initial term year are contingent upon funds being appropriated or otherwise made available for the Services. If funds are not appropriated or otherwise made available for the Services, this Agreement will terminate at the end of the then-current term year and Client will be relieved of subsequent obligations under this Agreement. However, Client agrees to use its best efforts to have the amounts contemplated under this Agreement included in its budget.

6. Performance Terms. In addition to this Agreement, the rights and obligations of the Client and Apptegy with respect to providing, accessing, and using the Services will also be subject to and governed by the Apptegy Terms of Use ("**Terms of Use**") and Privacy Policy ("**Privacy Policy**"), available at the following links: <https://www.apptegy.com/terms-and-conditions/> and <https://www.apptegy.com/privacy-policy/>. The Terms of Use and Privacy Policy, as each may be amended, are incorporated into this Agreement in their entirety, as applicable to Client. Without limiting the generality of the foregoing, the Terms of Use and Privacy Policy set out and govern the terms and conditions for Services availability, User eligibility and acceptable use, data privacy and security, regulatory notices and information, warranties, disclaimers, and liability limitations, assignment, and other related terms. The applicability of the Terms of Use and Privacy Policy is limited to the order of priority set out below.

7. Carrier Restrictions. Apptegy provides text, voice, email, and other messaging to Client subject to restrictions placed on Apptegy by mobile and wireless carriers and network operators (collectively, "**Carriers**"). For example, Carriers have (i) placed limits on the number of characters that may be included in messages sent via the Services and (ii) placed restrictions on the type of messaging content that may be sent through the Services. Carrier restrictions are not within the control of Apptegy and are subject to change without notice. When a Carrier places new or modified restrictions on Apptegy, certain features and functions of the Services may change as a result without notice to you. Client agrees that Apptegy will not be responsible or liable for any change in Services that arise from or in connection with Carrier restrictions.

8. TCPA/CTIA Compliance. Client is exclusively responsible for complying with all applicable laws and regulations governing communications sent via the Services by Client and Users under Client's account, including, but not limited to, the Telephone Consumer Protection Act of 1991, as it may be amended ("**TCPA**"), and the requirements and policies of CTIA – The Wireless Association ("**CTIA**"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the TCPA and the CTIA, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about such laws and regulations, including the TCPA and the CTIA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing the communications sent via the Services by Client and Users under Client's account, including the TCPA and/or the CTIA.

9. Accessibility Compliance. Client is exclusively responsible for complying with all applicable laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including, but not limited to, the Americans with Disabilities Act, as it may be amended ("**ADA**"), and the requirements and policies of Web Content Accessibility Guidelines ("**WCAG**").

Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the ADA and the WCAG, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. The Services include tools to assist Client with accessibility compliance, and Apptegy may provide Client with materials and information about such laws and regulations, including the ADA and the WCAG; Client acknowledges that all such tools, materials, and information are provided to assist Client with its compliance obligations and for general education purposes only. No such functionality, act by, or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including the ADA and/or the WCAG.

10. Third Party Functions. Apptegy relies on third-party providers and partners for parts of the Services (for example: posting a message or communication on a Facebook or other social account; hosting Client websites). APPTEGY IS NOT RESPONSIBLE FOR ANY CONSEQUENCE, LOSS, OR DAMAGE (DIRECT OR INDIRECT) ARISING FROM OR RELATING TO THE PARTS OF THE SERVICES MANAGED OR MADE AVAILABLE BY OR VIA THIRD-PARTY PROVIDERS AND PARTNERS. Please see the Terms of Use and Privacy Policy for more information.

11. Disclaimers; Limited Liability. Apptegy provides the Services subject to certain disclaimers and limitations of liability. Please see the Terms of Use and Privacy Policy for more information.

12. Intellectual Property. Nothing in this Agreement or the performance of this Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party, except as expressly set out in the Agreement. Apptegy retains all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, and copyright (whether registered or unregistered), in and to the Services and the underlying software and technologies, all related technical documentation, and all derivative works, improvements, and modifications to any of the foregoing. Client agrees the foregoing is necessary to Apptegy providing the Services.

13. Public Records. Apptegy agrees that confidentiality or non-disclosure terms of this Agreement are subject to the freedom of information, open disclosure, and/or other government transparency laws (“**Public Records**” laws) of Client’s jurisdiction. Such Public Records laws are incorporated into this Agreement. Apptegy agrees to use reasonable efforts to assist Client in responding to Public Records requests received by Client; for example, by providing Client with a copy of any records maintained by Apptegy that are subject to a request. If Client receives a Public Records request concerning Apptegy: (i) before responding to the request, Client will notify Apptegy with sufficient time for Apptegy to explain whether any information is exempt from disclosure under Public Records law; and (ii) Apptegy will redact any exempt information and provide Client with redacted copies of applicable records.

14. Data Practices. Apptegy maintains comprehensive privacy and security practices and policies. They include industry-accepted administrative, technical, and physical security controls that promote the availability, integrity, and confidentiality of our Services and Client data in our care. Further, Apptegy implements industry-accepted safeguards to protect Client data from loss and unauthorized use and disclosure. Apptegy collects and uses Client information, on behalf of and under the control of the Client, only to provide and improve our Services in accordance with our Privacy Policy and applicable law. Our Privacy Policy details the information we collect from Clients, how we collect and store it, how we use it, and the Client’s rights and choices with respect to Client information. Please see the Privacy Policy for more information.

15. Compliance with Laws. The parties agree to comply with all laws applicable to the use of the Services and performance of this Agreement.

16. Insurance. Apptegy will, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers sufficient to cover the performance of the Services. Upon request, Apptegy will provide applicable certificate(s) of insurance.

17. Miscellaneous. The Order Form and Master Services Agreement, together with (i) the Terms of Use and Privacy Policy, and (ii) the Client Addendum, if applicable, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. If any conflict or ambiguity exists with respect to any term or condition of any of the foregoing, the following priority will govern and control: (1) if applicable, the Client Addendum for all matters expressly addressed in the Client Addendum; then (2) this Order Form and Master Services Agreement for all other matters; and then (3) the Terms of Use and Privacy Policy. Apptegy is not subject to any obligations that are not expressly identified in this Agreement, a Client Addendum, or the Terms of Use and Privacy Policy.

This Agreement is governed by the laws of the state in which Client is located, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts having jurisdiction where Client is located for any dispute that relates to the Services or this Agreement. Except as set out in this Agreement, this Agreement may not be amended or modified without the prior written consent of both parties. Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities. If any provision(s) of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable, but rather the Agreement will be construed as if not containing the unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced to honor the parties' original intent to the maximum extent permitted under applicable law. This Agreement will inure to the benefit of the successors and assigns of the parties. The Agreement may be executed in multiple counterparts and executed by original, facsimile, or electronic signature (including PDF, Proposify, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.

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AN ORDINANCE AUTHORIZING THE CITY OF STE. GENEVIEVE TO ACCEPT THE PROPOSAL OF CARL BROWN OF GETTINGGREATRATES.COM FOR A RATE ANALYSIS FOR THE WATER AND SEWER FUNDS.

WHEREAS, it has been determined that the water and sewer rates need to be analyzed based on recent audit reports to determine adequate rates are to financially support the water and sewer departments and those rates are fairly structured; and

WHEREAS, with the assistance of Alliance Water Resources, Carl Brown of GettingGreatRates.com was contacted as a sole source provider for the in-depth analysis he can provide to the City; and

WHEREAS, staff is recommending approval of the attached proposal; and

WHEREAS, the Board of Aldermen believe it is in the best interests of the City to enter in the attached proposal (Exhibit "A") with GettingGreatRates.com (Carl Brown) located at 1014 Carousel Drive, Jefferson City, MO to provide a water and sewer rate analysis for the City of Ste. Genevieve water and sewer departments.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI AS FOLLOWS:

SECTION 1: The Board of Aldermen of the City of Ste. Genevieve, Missouri hereby authorizes and direct the Mayor to enter into the attached proposal (Exhibit "A") with GettingGreatRates.com, Jefferson City, Missouri, as incorporated herein by reference and made a part of this ordinance to determine proper user rates for the water and sewer funds.

SECTION 2: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its date of passage by the Board of Aldermen.

SECTION 3. REPEALER. All ordinances and parts thereof that are in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4. SEVERABILITY. The invalidity of any section, sentence or provision of this ordinance shall not affect the validity of any part of this ordinance which can be given effect without such invalid part or parts.

DATE OF FIRST READING: September 12, 2024.

DATE OF SECOND READING: _____.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE.
GENEVIEVE, MISSOURI THIS ____ DAY OF _____, 2024.

VOTE

ALDERMAN PATRICK FAHEY
ALDERWOMAN AMIE DOBBS
ALDERMAN BOB DONOVAN
ALDERMAN ERIC BENNETT
ALDERMAN MIKE RANEY
ALDERMAN JEFF EYDMANN
ALDERMAN JOE PRINCE
ALDERWOMAN JOE STEIGER

____ AYES ____ NAYS ____ ABSENT

Approved As To Form:

Brian Keim, Mayor

Mark Bishop, City Attorney

Attest:

Reviewed By:

Pam Meyer, City Clerk

Happy Welch, City Administrator

Proposal for Water and Sewer Rate Analyses Ste. Genevieve, Missouri

Introduction

For utility services, you need rates and fees that are adequate and fairly structured. Rate analysis examines your incomes, costs, capital improvement needs and other things and calculates such rates and fees. I propose to do that analysis for you and give you guidance on rate setting.

This proposal describes rate analyses (later referred to as the "analyses") for Ste. Genevieve, Missouri (later often referred to as "you"). These analyses will be performed by GettingGreatRates.com (later simply called "I" or "me").

Expected Results

With completion of the analyses:

1. You will discover at what level each utility needs to be funded to accomplish needed system development and improvement, refurbishment, repair, maintenance, operation, and reserves building.
2. You will have a good sense of the rates it would take to make the utilities sustainable.
3. You will have the "proof" you need to convince board members, ratepayers, and property owners why rates and fees should be set as modeled.
4. You will have the "proof" you need to show funding agencies and the lending market why your systems deserve the grants, loans, and loan terms you desire.
5. You will successfully comply with your permit to dispense water, NPDES permit, and other regulations and requirements from the regulatory agencies.

Revenues, Qualifications and References of GettingGreatRates.com

The firm's revenues all come from rate analysis and related work. See the attached references list for details. The list includes all rate analysis clients since 2020. GettingGreatRates.com has one office in Jefferson City, Missouri but we operate nation-wide.

Carl Brown, President, will perform all analysis work for this project. He has been doing rate analysis since 1993. For most of that time he has also been teaching practitioners all over the U.S. on rate analysis and rate setting, writing guidance, including the rate setting book, "How to Get Great Rates," the "Rate Setting Best Practices Guide," and designing rate analysis software.

You may expect your analysis results package to look much like the rate analysis report packages that can be found on the right side of this Webpage <https://gettinggreatrates.com/freebies/freebies.shtml>.

Form of Agreement

This proposal and your acceptance, perhaps by e-mail message of one or more service packages, is all the agreement I need. Nearly all my clients acquire my services this way.

Guarantee

If you are not satisfied with our work, don't pay us.

Details: If you are unsatisfied with our work, simply tell me about it. I will do my best to make it right by you. If I still am not able to satisfy you, notify me by mail or e-mail. I will cease the services in question at that point, you will owe me nothing for those services and I will refund any payments you may have already made for those services.

This has been my guarantee from the day the company was formed. No client has invoked this guarantee to-date and I do not plan to have you be the first.

Insurance

The firm carries the following insurance:

- Professional liability, \$2,000,000 limit, United States Liability Insurance Company (USLI)
- General liability, \$1,000,000 limit, USLI
- Auto liability, \$1,000,000 limit, American Family Insurance Company

Scope of Services That You May Select or Decline, at Your Option

The following service packages are intended to satisfy your rate analysis and rate setting needs.

- Service Package 1 is analysis of your water utility's user charge and other fee adjustment needs. Modeling will cover all important issues that are expected to arise over the next ten years. Modeling will arrive at the rates and fees needed to pay the costs of your situation. I call that a "scenario." Service Package 1 will cover up to three scenarios of issues and events you want me to examine. You are likely to ask for two scenarios.
- Service Package 2 is the same as Service Package 1 except it covers sewer rates and fees. It also includes up to three scenarios of issues and events you want me to examine.
- Service Package 3 is for on-site visits. Each visit will be one instance of this service package. I generally recommend one on-site visit to present completed analyses and recommendations and to answer questions at a public board meeting, especially when more than one utility's rates are being analyzed.
- Service Package 4 is an hourly rate for doing, for example, an on-line "meeting" rather than an on-site visit, modeling of scenarios over three, or any other service not covered by Service Packages 1, 2, or 3.

You may add or drop service packages at any time.

Approach and Timeline

I have scoped your situation, which looks much like that of most of my clients. As the project proceeds, I or you may discover that conditions are different than they first appeared. Or you may decide you want a different rate structure than I initially proposed. Such things happen. Regardless of how the project unfolds, I will carry you all the way through to rate structures and levels that work for you.

Most analyses include the same basic elements, but they do not necessarily get completed in the same order. Your project will likely proceed approximately as follows:

1. I will call your contact person, probably the day I am notified that I will be doing the analyses, to discuss data needs and get the contact started on initial data retrieval.
2. Your staff will assemble and send to me data and information, most of which is described in the "Data Needs Sheet," attached. I will guide your staff through the entire process. Where data is missing, I will create estimates or help you to create estimates. When your staff has difficulty understanding what data I need or how to get it, I will talk them through it. Initial data retrieval will be accomplished early on, preferably within a few weeks. Some data will be acquired throughout the project.
3. I will analyze this data and information and build your rate analysis models.
 - a. Coordinating with your contact, I will target a set of goals ten years in the future for each utility. At a minimum these will include covering all costs, including capital improvements over that time period, and building appropriate reserves.
 - b. I will model rates on a "cost-to-serve" basis to satisfy those goals, and I will model rates in other structures you may desire as well as cost and other variations you or we think may come about.
 - c. Pace of the project is primarily driven by the speed at which the contact gathers and sends data. Most of my projects take about six months, primarily because it takes months for most contacts to get me all the needed data. But I am quite busy with clients right now, so I may cause some delay, too.
 - d. Once models have been built, "what-if" scenarios will be run to find the optimum mix of rate and fee levels and structures, capital improvement funding options, reserve levels, etc. to suit the needs of your utilities.
4. During the latter part of the project, I will examine as many scenarios of your possible future as makes sense. I will share with you all that you want to see. Each such "scenario" that gets reported to you will be one of the three covered by each service package.
5. You will likely choose to consider adopting rates and funding levels from the one or two most promising scenarios for each utility.

A "scenario" is a set of data and assumptions for which I build a separate model and include in a narrative report to explain the results of that modeling. I generally run five to perhaps 20 data and assumption sets while modeling to arrive at the optimum set of rates and fees that are adequate, fairly structured, and "doable" in the eyes of the governing body. I report the best of those options as my recommended rates – that is one scenario. Only a model that I separately name and include in a report to you is a "scenario."

Besides the recommended rates model, I may create an additional scenario to depict capital improvements, repair and replacement costs, or general operational costs running a certain percentage more than assumed in the first model. A third model may depict a different rate structure. Scenarios enable you to see how sensitive rates would be to various things happening.

An example of what is not a scenario is this. Your contact asks me on the phone, "What if we did this?" I change the working model to depict that and tell your contact the result and that is the end of it. That is not a reportable scenario.

Likewise, if you ask for changes or corrections to a reported model, the new version is not a new scenario. It is a revised or corrected version of the original scenario.

6. Final output will include a cover letter, a narrative report of my findings and recommendations and copies of the analysis scenarios that interest you.
 - a. The project is “complete” when you say it is. Until then, I will reanalyze and issue supplemental or replacement reports until you are satisfied.
7. If you have me make an on-site visit, I will present my final analysis results and recommendations to your board in person. (Alternatively, we could conduct that meeting on-line.) If needed, I will also meet with staff to discuss how to make changes to billing, equipment replacement scheduling, capital improvements planning and any other administrative or operational issues that are discovered.
8. As you draft proposed amendments to your ordinances, rules, or resolutions to make the rate, fee, and other changes, at your request I will review those changes to assure that they will accomplish what you intend to accomplish.
9. The board will pass amendments to set new rates and fees and make budget revisions and other changes. From this point forward, your utilities will be headed to a better financial and operational future.

Work Coordination and Contacts

Generally, I only communicate with your designated contact(s) about the analyses. There are degrees of exceptions:

1. Analysis depends on data and information from funding and permitting agencies, engineers, and similar entities. Interaction with these entities is a task you should handle. Then, when I need something from these entities, I will just ask my contact. But if you need me to make such outside contacts, I can do that.
2. On occasion, a ratepayer, developer, or someone else who would be affected by new rates will call or e-mail me direct. In those situations, I speak courteously with people and give them general information about how I perform analyses and the like, and then I refer them to my contact. I do not divulge important specific information about the client’s analyses. I leave that up to the client. I apply this to board members, staff and other people who are not designated contacts but who are concerned about the rate analyses, or they want to “guide” the analyses even though they are not one of my contacts. To put it bluntly, I guard against a board member “going rogue.” It has happened.

Early on you will probably designate your treasurer, utility clerk and contract operations firm to be my contacts. This stage is primarily a data gathering and modeling function. When we progress to the reporting out stage you may want to also designate a policy-related person, such as the city administrator, as I prepare rate, fee, and proposed policy action recommendations. That will help me arrive at “doable” rates easier.

I sum up my contacts policy like this. You are my client. I work for you. When I give my work product to your designated contacts, it becomes your property and no one else’s until you make it public.

Use of Electronic Technology

I do almost all analysis work electronically and remotely, usually receiving and sharing data and information by e-mail attachment, or OneDrive for the rare large file. I prefer to receive numerical data (financial statements, customer usage data and the like) in a spreadsheet format and textual material (proposed ordinances or rules) in a word processor format. But we can work with other formats, too. When I return material to you that you need to manipulate further, such as a revised ordinance, I will return it electronically in a format you can conveniently use. You will receive my analysis report and the analysis model output, and any follow-up reports electronically as PDF documents.

Investment

Based on your choices for services, and because Ste. Genevieve is a current member system of KRWA, following are your complete investments for my services, materials, and travel costs:

- **Service Package 1**, water rate analysis – **full fee of \$10,359**
- **Service Package 2**, sewer rate analysis – **full fee of \$9,323**
- **Service Package 3**, on-site visits – **\$1,134 per visit**
- **Service Package 4**, hourly rate for anything not included in Service Packages 1, 2 or 3 – **\$167.09 per hour**

If you choose Service Package 1, 2 and one on-site meeting with the board, the total investment would be \$20,817.

Once the project gets started you may add or drop service packages as your needs become clearer.

Proposal Acceptance

This proposal is effective through August 1, 2025, if you choose at least one service package by August 1, 2024. If the project runs past August 1, 2025, I likely will be glad to extend the end date, but I would seek your approval of increasing the rate of my fees for any fees still owed by the annual increase amount (normally five percent per year) that I will have made to my fees by that time.

Once you tell me what service packages you desire, and you provide data to work with, I will immediately start to produce the analyses.

Action item: If you accept this proposal call me to tell me what services you desire. Or give me the same information in writing by e-mail message.

Payment

- I will first invoice you for one-half of Service Packages 1 and 2, or whichever of these you choose, after three calendar months from proposal acceptance made by phone call, e-mail or however you choose to notify me.
- I will invoice you for the balance of Service Packages 1 and/or 2, as appropriate, and all of Service Packages 3 and 4, if requested and performed, at 12 calendar months after proposal acceptance. If the project is complete before 12 calendar months, I will invoice you for the balance of all services at project completion.
- If services like an on-site visit or hourly work are requested and delivered after the twelfth calendar month, I will invoice for those soon after those services are completed.

It is likely the project will be completed in six months. In that case you would make the first partial payment at three months and a payment for the balance of services when the project is completed.

In Closing

I am looking forward to the opportunity to conduct your rate analyses to get your utilities' rates and finances on an excellent track.

Best regards,
GettingGreatRates.com



Carl E. Brown
President

AN ORDINANCE APPROVING A BUDGET AMENDMENT TO THE CITY OF STE. GENEVIEVE FOR THE FISCAL YEAR 2024 BUDGET RELATING TO VARIOUS REVENUE AND EXPENDITURE INCREASES.

WHEREAS, Section 67.040 RSMo provides that after any political subdivision has approved the budget for any year and has approved or adopted the orders, motions, resolutions, or ordinances required to authorize the expenditures proposed in the budget, the political subdivision shall not increase the total amount authorized for expenditure from any fund, unless the governing body adopts a resolution setting forth the facts and reasons making the increase necessary and approves or adopts an order, motion, resolution or ordinance to authorize the revenues and expenditures; and

WHEREAS, due to unforeseen increases in anticipated revenues and expenditures in the Fiscal Year 2024 Budget which was adopted before October 1, 2023, the City of Ste. Genevieve has a need to amend the Fiscal Year 2024 Budget to acknowledge those additional revenues and expenditures as included with the attached exhibit.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI AS FOLLOWS:

SECTION 1: The Board of Aldermen hereby approves the Budget Amendments to the Fiscal Year 2024 City Budget pursuant to Exhibit "A" attached hereto and made part of this ordinance.

SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

DATE OF FIRST READING: September 12, 2024.

DATE OF SECOND READING: _____.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS ____ DAY OF _____, 2024 BY A ROLL CALL VOTE AS FOLLOWS:

VOTE

ALDERWOMAN AMIE DOBBS	_____
ALDERMAN PATRICK FAHEY	_____
ALDERMAN BOB DONOVAN	_____
ALDERMAN ERIC BENNETT	_____
ALDERMAN JEFF EYDMANN	_____
ALDERMAN JOE STEIGER	_____
ALDERMAN JOE PRINCE	_____
ALDERMAN MIKE RANEY	_____

___ **Yes** ___ **No** ___ **Absent**

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

FY2024 Budget Amendments

"Exhibit A"

Account Name	Account Number	Fund	FY 2023	FY 2024
			Adopted Budget	Proposed Budget Amendment
Capital Imp./Land Building	10-11-8010	General Fund - Legislative	\$ -	\$ 30,711
Prof. Services - Dispatching	10-16-7050	General Fund - Police	\$ 117,300	\$ 160,000
Grant Expenses	10-16-8216	General Fund - Police	\$ 38,145	\$ 82,000
Transfer In	21-04-4900	Transportation Fund	\$ -	\$ 25,450
Capture of Downtown Property	25-25-7098	Band Fund	\$ 500	\$ 700
Vehicle Insurance	25-25-7130	Band Fund	\$ 400	\$ 825
Transfer Out	28-91-9000	Special Roads Fund	\$ -	\$ 25,450
County Property Tax	41-04-4006	Downtown TIF	\$ 21,000	\$ 36,187
City Property Tax	41-04-4007	Downtown TIF	\$ 3,500	\$ 5,922
Infrastructure	41-41-8000	Downtown TIF	\$ 38,000	\$ 47,900
Transfer In	50-04-4900	Debt Service Fund	\$ 200,095	\$ 212,000
Transfer Out	50-91-9000	Debt Service Fund	\$ -	\$ 174,215
Transfer Out	51-91-9000	Capital Impr. Tax Fund	\$ 600,095	\$ 612,000
Grant Expense	60-60-8216	Rural Fire Fund	\$ 20,000	\$ 87,100

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2025 AND APPROVING AN EFFECTIVE DATE.

WHEREAS, the City of Ste. Genevieve Board of Aldermen have reviewed and discussed various budget issues involving the City’s revenues and expenditures necessary to carry out City services, work programs and proposed projects; and

WHEREAS, the Board of Aldermen have determined that adequate resources are contained in the proposed budget to properly fund the City operations for the fiscal year 2025; and

WHEREAS, The Board of Aldermen after careful consideration have determined that the proposed budget is in the best interests of the City and should be adopted.

NOW BE IT THEREFORE ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI AS FOLLOWS:

SECTION ONE. The Board of Aldermen of the City of Ste. Genevieve, Missouri, hereby approves the City Budget for Fiscal Year 2025 pursuant to the attached Budget Document. (Exhibit “A”)

SECTION TWO. EFFECTIVE DATE. This ordinance shall be in full force and effect from October 1, 2024 to September 30, 2025, with any subsequent amendments also to be approved by ordinance.

SECTION THREE. REPEALER. All ordinances and parts thereof that are in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION FOUR. SEVERABILITY. The invalidity of any section, sentence, or provision of this ordinance shall not affect the validity of any part of this ordinance which can be given effect without such invalid part or parts. ‘

DATE OF FIRST READING: September 12, 2024

DATE OF SECOND READING: _____

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS _____ DAY OF _____, 2024 BY A ROLL CALL VOTE AS FOLLOWS:

	VOTE
ALDERWOMAN AMIE DOBBS	_____
ALDERMAN PATRICK FAHEY	_____
ALDERMAN BOB DONOVAN	_____
ALDERMAN MIKE JOKERST	_____
ALDERMAN JEFF EYDMANN	_____
ALDERMAN MIKE RANEY	_____
ALDERMAN JOE STEIGER	_____
ALDERMAN JOE PRINCE	_____

_____ **Yes** _____ **No** _____ **Absent**

APPROVED AS TO FORM:

Brian Keim, Mayor

Mark Bishop, City Attorney

ATTEST:

REVIEWED BY:

Pam Meyer, City Clerk

Happy Welch, City Administrator

BILL NO. 4638

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE A PROPOSAL WITH BLACKTOP SAILOR TO CREATE A NEW LOGO AND BRAND STRATEGY FOR THE CITY OF STE. GENEVIEVE.

WHEREAS, the City of Ste. Genevieve Tourism Department (“City”) has a need to engage with a company to create a new logo and develop a brand strategy for the City; and

WHEREAS, the 5 year Marketing Plan developed in 2023 recommended utilizing grant funds from the Missouri Division of Tourism (“MDT”) to create a new logo and accompanying information; and

WHEREAS, a Request for Qualifications (RFQ) was sent out and a committee including the tourism director, city administrator, and a member of the Tourism Tax Commission reviewed two proposals that were submitted of three businesses contacted plus advertising in the Herald; and

WHEREAS, it is the Committee’s recommendation to enter into the Proposal/Statement of Work with Blacktop Sailor, a Missouri limited liability company for the services as listed in Exhibit “A” of the Proposal; and

WHEREAS, a 50/50 Marketing Plan Development (MPD) grant from MDT will be utilized totaling \$20,000; and

WHEREAS, the Board of Aldermen believe it is in the best interest of the City to enter into the attached Proposal/Statement of Work (Exhibit “A”) with Blacktop Sailor to perform the Brand Strategy/ Refreshed Identity Development Plan.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI AS FOLLOWS:

SECTION 1: The Board of Aldermen of the City of Ste. Genevieve, Missouri hereby authorize and direct the Mayor to enter into the attached proposal (Exhibit “A”) with Blacktop Sailor, LLC as incorporated herein by reference and made a part of this ordinance for the creation of a new logo and brand strategy for the City of Ste. Genevieve.

SECTION 2: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its date of passage by the Board of Aldermen.

SECTION 3. REPEALER. All ordinances and parts thereof that are in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4. SEVERABILITY. The invalidity of any section, sentence or provision of this ordinance shall not affect the validity of any part of this ordinance which can be given effect without such invalid part or parts.

DATE OF FIRST READING: September 12, 2024.

DATE OF SECOND READING: _____.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS ___ DAY OF _____, 2024.

VOTE

**ALDERMAN PATRICK FAHEY
ALDERWOMAN AMIE DOBBS
ALDERMAN BOB DONOVAN
ALDERMAN MIKE JOKERST
ALDERMAN MIKE RANEY
ALDERMAN JEFF EYDMANN
ALDERMAN JOE PRINCE
ALDERMAN JOE STEIGER**

___ **AYES** ___ **NAYS** ___ **ABSENT**

Approved as to Form:

Brian Keim, Mayor

Mark Bishop, City Attorney

Attest:

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator



September 11, 2024

Aaron Smith
City of Ste. Genevieve
165 S 4th Street
Ste. Genevieve, MO 63670

1. INTRODUCTION

This letter confirms the engagement of BLACKTOP SAILOR, LLC, a Missouri limited liability company ("BLACKTOP SAILOR" or "we") by the City of Ste. Genevieve, MO ("Client" or "you") to provide certain strategic, creative, and/or marketing services to you and, once executed and returned, this letter constitutes an engagement contract binding upon BLACKTOP SAILOR and Client (the "Agreement").

2. SCOPE OF SERVICES AND DELIVERABLES

We will provide the services (the "Services") and/or create the deliverables (the "Deliverables") described in the proposal that is attached to this letter as Exhibit A (the "Proposal"). The Proposal is a part of, and is hereby incorporated into, this Agreement. Any additional Proposals, and any changes to any existing Proposal, shall be subject to the terms and conditions of this Agreement.

3. TERM OF ENGAGEMENT AND TIMING

The term of this Agreement shall begin on the date of this Agreement as first set forth above and shall continue until the Services and Deliverables have been fully rendered to you as provided for in the Proposal(s) or until this Agreement has been terminated in accordance with Section 10 below. BLACKTOP SAILOR will provide the Services and create the Deliverables substantially in accordance with the timing, schedule activities, and deadlines, if any, set forth in the Proposal; provided, however, that BLACKTOP SAILOR shall have no liability for delays caused by circumstances or events that are beyond its reasonable control.

4. FEE; INVOICES; EXPENSES

In consideration of BLACKTOP SAILOR's provision of the Services and Deliverables and the rights granted to Client under this Agreement, Customer shall pay the fees set forth in the Proposal. Invoices shall be payable by Client within thirty (30) days after Client's receipt of same. In addition to the fees, Client shall reimburse BLACKTOP SAILOR for reasonable out-of-pocket expenses (payable upon Client receipt of invoice) incurred in connection with any work performed by BLACKTOP SAILOR for Client, provided that BLACKTOP SAILOR obtains prior approval from Client for such out-of-pocket expenses.

5. NO ASSURANCES AS TO RESULTS

We give no assurances and provide no warranties, express or implied, as to the benefits, results, or outcomes from the Services or Deliverables.

6. CONFIDENTIALITY

If the parties have previously entered into a confidentiality, non-disclosure, or similar agreement, then such agreement shall survive this Agreement and remain in full force and effect in accordance with its terms and conditions. If the parties have not previously entered into such an agreement, BLACKTOP SAILOR hereby agrees to keep confidential, and to not disclose to any third party, any of Client's non-public proprietary information to which we gain access during our performance of this Agreement.

7. RESTRICTIONS ON USE OF WORK PRODUCT

You acknowledge that the Services and Deliverables provided by BLACKTOP SAILOR pursuant to this Agreement are intended solely for Client's use and benefit. Client agrees to treat the advice, strategies and methods provided by BLACKTOP SAILOR as confidential, and to not publish, distribute, or disclose to any third parties such advice, strategies, or methods without BLACKTOP SAILOR's prior written authorization. Notwithstanding the foregoing, any Service or Deliverable, such as a press release or brochure that BLACKTOP SAILOR provides to Client, and for which Client pays BLACKTOP SAILOR the applicable fees, shall remain the property of Client to publish, distribute and/or disclose in its sole discretion. This Section 7 shall survive this Agreement and remain in full force and effect following termination hereof.

8. COMPLIANCE WITH LAW; INDEMNIFICATION

At all times during the term of this Agreement, Client shall abide by and remain in compliance with all applicable laws and regulations. Client shall defend, indemnify and hold harmless BLACKTOP SAILOR from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or resulting from any breach by Client of such obligation. For the avoidance of doubt, BLACKTOP SAILOR shall have no responsibility to monitor Client's compliance with applicable laws and regulations.

9. LIMITATION OF LIABILITY

In no event shall either party have any liability to the other party for any incidental, indirect, special, consequential, exemplary or punitive damages as a result of any breach or failure of performance, and except with respect to Client's indemnification obligations pursuant to Section 9, the maximum liability of either party in connection with any claim, cause of action, or suit shall not exceed the total amount of fees actually paid by Client to BLACKTOP SAILOR in connection with this engagement.

10. TERMINATION

We or you may terminate this Agreement: (i) in the event of a material default in performance that remains uncured fifteen (15) days after a party's receipt of written notice of same; or (ii) for any reason upon providing thirty (30) days' prior written notice to the other party. In the case of a party's termination pursuant to the preceding subsection (i) or (ii), all unpaid fees earned by BLACKTOP SAILOR, and all reimbursable expenses incurred by BLACKTOP SAILOR, in each case through the effective date of termination shall remain due and payable by Client to Blacktop Sailor.

11. ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other party.

12. AMENDMENT; NO WAIVER

This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the waiving party.

13. GOVERNING LAW; JURISDICTION; SEVERABILITY; ATTORNEY'S FEES

The laws of the State of Missouri shall govern the performance, enforcement, or interpretation of this Agreement. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services or Deliverables to be provided hereunder may be instituted exclusively in the Missouri state courts located in Ste. Genevieve County or in the federal courts of the United States located in the City of St. Louis.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.

The prevailing party in any adjudication or related settlement shall be entitled to recover its reasonable attorney fees and costs in addition to all other recovery and relief.

14. NOTICES

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when received if sent by a nationally recognized overnight courier (receipt requested); or (b) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15).

If to BLACKTOP SAILOR:

Attn: Scott Gaterman
5284 Westminster Place
St. Louis, MO 63108
E-mail: scott@blacktopsailor.com

If to Client:

Attn: Happy Welch
City of Ste. Genevieve
165 S 4th Street
Ste. Genevieve, MO 63670
E-mail: hwelch@stegenevieve.gov

15. OTHER TERMS AND CONDITIONS

This Agreement constitutes the entire agreement between the parties hereto with respect to our mutual obligations to one another, and supersedes any prior promises, representations, or agreements.

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows.]



If this Agreement accurately sets forth your understanding of our agreement, please sign it in the space provided below and return one fully signed copy to me for BLACKTOP SAILOR's files.

Thank you for the opportunity to work with you – we look forward to building this relationship.

Sincerely,

BLACKTOP SAILOR, LLC,
a Missouri corporation d/b/a BLACKTOP SAILOR

By: _____
Name: Scott Gaterman
Title: Partner

AGREED TO AND ACCEPTED:

CLIENT:

City of Ste. Genevieve, MO

By: _____
Name: Brian Keim
Title: Mayor, City of Ste. Genevieve
Date: _____

EXHIBIT A

PROPOSAL / STATEMENT OF WORK (SOW)

SCOPE OF SERVICES AND DELIVERABLES

I. Project Overview

As a small, friendly community of 5,000 nestled between St. Louis and Cape Girardeau, Ste. Genevieve is the oldest permanent European settlement in the State of Missouri and a deeply historic, charming town.

The city is currently involved in a multi-faceted initiative to rebrand and relaunch its identity and reinvigorate this historic city's unique appeal for increased attractiveness to commercial investment and as a premier destination for both business and leisure travelers.

The initiative involves both Brand Strategy Development / Refreshed Visual Identity and Marketing Communications Plans. The City of Ste. Genevieve has requested a proposal from Blacktop Sailor for the Brand Strategy / Refreshed Identity Development, which includes the following detail – taken directly from the Request for Qualifications dated July 7, 2024:

Brand Visual Identity

- A. Develop a memorable identity for the brand through image making for the tourism assets located in the County of Ste. Genevieve. This will include logo & slogan development, Focus Group Testing, a standards manual, and some post concepts and templates.
- B. Create an outline plan in a digital packet ready for printing that can be shared with tourism board members, Board of Alderpersons, and individual stakeholders in the community.

The Services will be executed in the below phases in chronological order beginning in October 2024.

II. Billing

- 40% billed upon fully executed Proposal document (at which point the Proposal becomes a Statement of Work (SOW)).
- 40% billed on 11.15.24
- Remaining 20% balance to be billed upon completion of project (on or around 12.6.24).
- If there is a change in the SOW, which includes changes in direction, missed deadlines, and/or adjustments to the project timelines, any such change, including any fee adjustments, will be mutually agreed upon.

This Proposal / SOW does not cover deliverables beyond what is outlined in this document. Any additions to the SOW requested by Client will require Blacktop Sailor's agreement and may require the execution of separate budgets by the parties, as well as change orders, incremental fees and / or schedule adjustments.

III. Blacktop Sailor Services and Deliverables – Estimated Timing

Item	Budget	Timing	Key Services and Deliverables
Project Intake	\$1,500	Week of 9.30	<ul style="list-style-type: none"> Initial briefing meeting / kickoff and project alignment Presentation and asset turnover Requests for any additional materials needed Future scheduling
Brand Strategic Territories & Foundations	\$7,400	10.7 – 10.25	<ul style="list-style-type: none"> Internal review of all relevant background documents (some already provided) Stakeholder interviews (up to 5) Secondary research (quantitative and qualitative) 2-3 strategic territory options, each with an underlying rationale and manifesto (up to two rounds of revisions) Development of brand foundations upon territory alignment.
Brand Visual Identity	\$6,500	10.28 – 11.15	<ul style="list-style-type: none"> Utilize approved brand strategy to inform brand identity Brand narrative and treatment, including tone of voice, visual identity/color palette, art direction and general look/feel/sound of the brand. Includes (1) round of revisions from client feedback.
Fully Designed Deliverables	\$4,600	11.18 – 12.6	<ul style="list-style-type: none"> Visual Brand Identity (VBI) digital packet including logos, colors, design elements VBI rules, guideline and usage requirements
TOTAL	\$20,000	--	--

[Signature page follows.]

The parties hereto hereby agree to the terms of this Proposal and upon its execution to the parties' fulfillment of same as the Statement of Work (SOW) for this project.

BLACKTOP SAILOR, LLC,
a Missouri corporation d/b/a BLACKTOP SAILOR

By: _____
Name: Scott Gaterman
Title: Partner

City of Ste. Genevieve, MO

By: _____
Name: Brian Keim
Title: Mayor, City of Ste. Genevieve
Date: _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES CONTRACT WITH COCHRAN ENGINEERING FOR THE "4TH STREET SIDEWALK CONNECTION PROJECT" (Federal Project TAP-9901(879))

WHEREAS, Cochran Engineering ("Cochran") has submitted the attached engineering services contract (Exhibit A) to provide professional design services for the "4th Street Sidewalk Connection Project"; and

WHEREAS, funds have been made available by the Federal Highway Administration through its STP program, coordinated through the Missouri Department of Transportation; and

WHEREAS, the Board of Aldermen believe it to be in the best interests of the City of Ste. Genevieve to accept the engineering services contract (Exhibit A) attached hereto and made part of this ordinance.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI AS FOLLOWS:

SECTION 1. The Board of Aldermen hereby authorize and direct the Mayor to execute and deliver the attached proposal on behalf of the City with Cochran Engineering of Fenton, Missouri; the proposal hereby accepted and approved in substantially the form of Exhibit "A" attached hereto.

SECTION 2. The portions of this ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board of Aldermen would have enacted the valid portions within the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

DATE OF FIRST READING: September 12, 2024

DATE OF SECOND READING: _____

PASSED AND APPROVED THIS ___ DAY OF _____, 2024 BY A
ROLL CALL VOTE OF THE BOARD OF ALDERMEN AS FOLLOWS:

	VOTE
Alderwoman Amie Dobbs	_____
Alderman Patrick Fahey	_____
Alderman Bob Donovan	_____
Alderman Eric Bennett	_____
Alderman Jeff Eydmann	_____
Alderman Mike Raney	_____
Alderman Joe Steiger	_____
Alderman Joe Prince	_____

___ Ayes ___ Nays ___ Absent

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

ATTEST:

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

**CITY OF STE. GENEVIEVE
4th Street Sidewalk Connection
Federal Project #TAP-9901(879)**

ENGINEERING SERVICES CONTRACT

THIS CONTRACT is between the **City of Ste. Genevieve**, Missouri, hereinafter referred to as the "Local Agency", and SC Engineering, LLC dba **Cochran** with offices located at 737 Rudder Road, Fenton, Missouri 63026, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its STP program, coordinated through the Missouri Department of Transportation, the Local Agency intends to make improvements on 4th Street, which will include: 1) 5' wide ADA compliant concrete sidewalks; 2) storm sewer improvements; 3) concrete paved approaches; 4) curb and gutter; 5) traffic control; 6) ADA curb ramps; 7) linear grading; and 8) restoration and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, surveying, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 4% of the total Agreement dollar value.

B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 4% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE Firm Name, Street and Complete Mailing Address	Type of DBE Service	Total \$ Value of the DBE Sub-Contract	Contract \$ Amount to Apply to Total DBE Goal	% of Subcontract Dollar Value Applicable to Total Goal
TREKK Design Group, LLC	Engineering design support and drafting services.	\$3,308.86	\$3,308.86	4%

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on 1/1/26.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI - STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current

version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$5,503.57, with a ceiling established for said design services in the amount of \$46,768.06, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$4,437.06, with a ceiling established for said inspection services in the amount of \$35,037.47, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. An amount calculated at 37.87% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount calculated at 101.87% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
TREKK Design Group, LLC	1411 E 104th Street, Kansas City, MO 64131	Engineering design support and drafting services.

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals, the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid program.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final

payment under this Agreement.

- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.

- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A -- Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E -- DBE Contract Provisions

Attachment F -- Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 13 day of August, 2024.

Executed by the City of Ste. Genevieve this _____ day of _____, 2024.

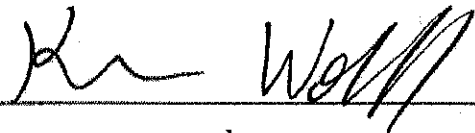
FOR: CITY OF STE. GENEVIEVE, MISSOURI

BY: _____
Mayor

ATTEST: _____
City Clerk

FOR: SC ENGINEERING LLC DBA COCHRAN

BY:  _____
Dave Christensen, P.E., Vice President

ATTEST:  _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

City Finance Officer

ATTACHMENT A

Scope of Services

A. DESIGN PHASE - The Engineer will:

1. Determine the needs of the Local Agency for the project;
2. Conduct topographic, property and utility surveys sufficient to develop plans for the project;
3. Arrange for subsurface investigations;
4. Conduct hydraulic studies, prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the Local Agency the best overall general design based on these studies, if necessary;
5. Submit electronic files of preliminary plans, estimates and studies for review by the Local Agency and , Missouri Department of Transportation (MoDOT);
6. Prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project;
7. Secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds needed for the project;
8. Ensure compliance with the requirements of the Missouri Department of Natural Resources;
9. Provide a certified inspector to determine if there is lead paint and/or asbestos on the existing structure;
10. Ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis;
11. Ensure compliance with all regulations in regards to noise abatement and air quality, if necessary;
12. Provide the Local Agency with five sets of completed plans, specifications and/cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation; and
13. Perform all services required to complete all design phase activities required by MoDOT.

B. BIDDING PHASE - The Engineer will:

1. Upon receipt of construction authorization from MoDOT, provide an adequate number of plans, specifications, and bid documents to the Local Agency;
2. Provide the Local Agency with a list of qualified area bidders and assist Local Agency in advertising for bids;
3. Assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT; and
4. Perform all services required to complete all bidding activities required by MoDOT.

C. **CONSTRUCTION PHASE** - The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;
2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;
3. Check shop drawings and review schedules and drawings submitted by the Contractor;
4. Reject work not conforming to the project documents;
5. Prepare change orders for issuance by the Local Agency as necessary and assure that proper approvals are made prior to work being performed;
6. Review wage rates, postings, equal employment opportunity and other related items called for in the contract documents; conduct wage rate interviews of one random contractor employee every two weeks;
7. Inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and perform laboratory testing of samples. Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract;
8. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor; prepare monthly progress report to MoDOT;
9. Be present during critical construction operations, including but not limited to the following:
 - a. structure layout;
 - b. excavation and backfilling;
 - c. driving of piles;
 - d. checking of reinforcing steel prior to concrete placement;
 - e. concrete batching and pouring;
 - f. placement of surfacing materials;
10. Participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide electronic as-built plans for the Local Agency's records;

ATTACHMENT B

DESIGN AND BIDDING PHASE

	Hours	Rate	Cost
<i>Surveying</i>			
Registered Land Surveyor	24	\$38.00	\$912.00
Field Technicians	40	\$26.00	\$1,040.00
CADD Technicians	40	\$28.00	\$1,120.00
<i>Preliminary Design</i>			
Professional Engineers	40	\$45.00	\$1,800.00
Design Engineers	48	\$32.00	\$1,536.00
CADD Technicians	64	\$28.00	\$1,792.00
Clerical	16	\$22.00	\$352.00
<i>Final Design</i>			
Professional Engineers	48	\$45.00	\$2,160.00
Design Engineers	72	\$32.00	\$2,304.00
CADD Technicians	88	\$28.00	\$2,464.00
Clerical	16	\$22.00	\$352.00
		SUBTOTAL	\$15,832.00
<i>Payroll Overhead</i>		37.87%	\$5,995.58
<i>General & Admin. Overhead</i>		101.87%	\$16,128.06
		TOTAL LABOR AND OVERHEAD	\$37,955.64
<i>Fixed Fee</i>		14.50%	\$5,503.57
		TOTAL LABOR, OVERHEAD, AND FIXED FEE	\$43,459.20
Other Direct Costs			
DBE Consultant, Trekk Design Group, LLC			\$3,308.86
		SUBTOTAL DIRECT COSTS	\$3,308.86
		TOTAL FOR DESIGN/BIDDING PHASE	\$46,768.06

CONSTRUCTION PHASE

	Hours	Rate	Cost
<i>Construction Administration and Inspection</i>			
Professional Engineers	36	\$43.00	\$1,548.00
Senior Construction Inspectors	128	\$32.00	\$4,096.00
Construction Inspector Field Technicians	192	\$28.00	\$5,376.00
Engineering Lab Technicians	40	\$26.00	\$1,040.00
Clerical	32	\$22.00	\$704.00
	SUBTOTAL		\$12,764.00
<i>Payroll Overhead</i>		37.87%	<u>\$4,833.73</u>
<i>General & Admin. Overhead</i>		101.87%	<u>\$13,002.69</u>
	TOTAL LABOR AND OVERHEAD		\$30,600.41
<i>Fixed Fee</i>		14.50%	<u>\$4,437.06</u>
	TOTAL LABOR, OVERHEAD, AND FIXED FEE		\$35,037.47
Other Direct Costs			<u>\$0.00</u>
	SUBTOTAL DIRECT COSTS		\$0.00
	TOTAL FOR CONSTRUCTION PHASE		\$35,037.47

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

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debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

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6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

- A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
- B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
- C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
- D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
- E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
- F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
- G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
- H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.
- I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Engineer): SC Engineering, LLC dba Cochran

Project Owner (LPA): City of Ste. Genevieve

Project Name: 4th Street Sidewalk Connection

Project Number: TAP-9901(879)

As the LPA and/or Engineer for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Engineer's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Engineer

Printed Name: _____

Printed Name: DAVID CHRISTENSEN

Signature: _____

Signature: [Signature]

Date: _____

Date: 8/13/24

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ESTIMATED DIRECT SALARY COST

TREKK Design Group

TAP-9901(879)

TREKK Proj. No. 24-0351

Ste. Genevieve - 4th Street Sidewalk Connection

Task 1 - Engineering Design Support & Drafting

	Rate	Hours	Total Labor
Project Manager	\$ 70.00	2.00	\$ 140.00
Sr. Project Designer	\$ 60.00	14.00	\$ 840.00
Admin	\$ 35.00	1.00	\$ 35.00
	Subtotal Labor	17.00	\$ 1,015.00
Overhead on Direct Labor	183.29%		\$ 1,860.39
Fixed Fee	14.5%		\$ 416.93
FCCM	1.63%		\$ 16.54
	Subtotal		\$ 3,308.86

TOTAL ESTIMATED DIRECT SALARY COST **\$ 3,308.86**

ESTIMATED HOURS

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Ste. Genevieve - 4th Street Sidewalk Connection

CLASSIFICATION	Project Manager	Project Engineer II	Sr. Project Designer	Admin	TOTAL
Task 1 - Engineering Design Support & Drafting					
Engineering Design Support and Drafting	1		14		
Invoice Preparation & Progress Reports - Admin	1			1	
Task 1 - Subtotal	2	0	14	1	17
Total Estimated Hours	2	0	14	1	17

AN ORDINANCE CALLING FOR THE GENERAL ELECTION OF OFFICERS OF THE CITY OF STE. GENEVIEVE, MISSOURI TO BE HELD APRIL 8, 2025 AND PROVIDING NOTICE TO THE GENERAL PUBLIC.

WHEREAS, State Election Laws and the Municipal Code of Ordinances of the City of Ste. Genevieve (“City”) require that the City call for an election of officers to be conducted on April 8, 2025.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI AS FOLLOWS:

SECTION 1: The annual election of the officers of the City of Ste. Genevieve, Missouri shall be held on April 8, 2025 in conformity with section 79.030 RSMO 2000. At said election there shall be elected:

1. A Mayor for the City of Ste. Genevieve for a full term of two years.
2. A member of the Board of Aldermen from the First Ward for the full term of two years.
3. A member of the Board of Aldermen from the Second Ward for the full term of two years.
4. A member of the Board of Alderman from the Third Ward for the full term of two years.
5. A member of the Board of Aldermen from the Fourth Ward for the full term of two years.

SECTION 2: All persons desiring to be candidates for such offices, all persons desiring their names to be and appear as candidates for such offices upon the city ticket of the election aforesaid shall file their names within the City and with the City Clerk of Ste. Genevieve, Missouri at her office in the City Hall at 165 S. Fourth Street, Ste. Genevieve, Missouri.

Filing shall commence on:
And shall close on:

December 10, 2024 at 8:00 a.m.
December 31, 2024 at 5:00 p.m.

The office of the City Clerk will not be open on Saturdays, Sundays or those days declared a holiday by the City of Ste. Genevieve.

SECTION 3: Persons who after filing their names wish to withdraw as such candidates must file their notice of withdrawal with the City Clerk in her office no later than 5:00 p.m. on December 31, 2024.

SECTION 4: The filing fee for candidates shall be \$25.00. In case of a withdrawal of a candidate, there shall be no refund. All filing fees shall be paid to the City Clerk at the time of filing.

SECTION 5: The City Clerk shall certify such information as may be necessary to the Ste. Genevieve County Clerk no later than 5:00 p.m. on the tenth Tuesday prior to the election and they shall conduct the election in accordance with the statutes of the State of Missouri relating to Fourth Class Cities.

SECTION 6: Before December 10, 2024, the City Clerk shall notify the general public of the opening file date, the offices to be filled, the proper place for filing and the closing filing date of the election, all pursuant to and in conformance with RSMO Section 115.127.5 and Chapter 105: Election of the Code of Ordinances of the City of Ste. Genevieve.

SECTION 7: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

SECTION 8: That all ordinances or parts of ordinance in conflict herewith are hereby repealed.

SECTION 9: If any section, subsection, sentence, clause, phrase or portion of this ordinance for any reason, held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS _____ DAY OF _____, 2024 BY A ROLL CALL VOTE AS FOLLOWS:

VOTE

**ALDERWOMAN AMIE DOBBS
ALDERMAN PATRICK FAHEY
ALDERMAN ROBERT DONOVAN
ALDERMAN ERIC BENNETT
ALDERMAN JEFF EYDMANN
ALDERMAN MIKE RANEY
ALDERMAN JOE STEIGER
ALDERMAN JOE PRINCE**

___ Yes ___ No ___ Absent

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES WITH COCHRAN ENGINEERING FOR A CITY WIDE PAVING PROGRAM.

WHEREAS, the City of Ste. Genevieve (“City”) has determined a need for a City-Wide Paving Program; and

WHEREAS, the Missouri Department of Transportation “on-call list” doesn’t require bids for agreements under \$200,000 for engineering; and

WHEREAS, Cochran Engineering has kept their rates at or below 4% of the cost of the project; and

WHEREAS, Cochran Engineering has submitted a proposal for professional services; and

WHEREAS, the Board of Aldermen believe it to be in the best interests of the City to accept the proposal for professional engineering services from Cochran Engineering.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorize and direct the Mayor to execute and deliver the attached Proposal on behalf of the City with Cochran Engineering; the Proposal hereby accepted and approved in substantially the form of Exhibit “A” attached hereto.

Section 2. The portions of this ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board of Aldermen would have enacted the valid portions within the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

DATE OF FIRST READING: _____

DATE OF SECOND READING: _____

**PASSED AND APPROVED THIS ___ DAY OF _____, 2024 BY A
ROLL CALL VOTE OF THE BOARD OF ALDERMEN AS FOLLOWS:**

	VOTE
Alderwoman Amie Dobbs	_____
Alderman Patrick Fahey	_____
Alderman Bob Donovan	_____
Alderman Eric Bennett	_____
Alderman Jeff Eydmann	_____
Alderman Mike Raney	_____
Alderman Joe Steiger	_____
Alderman Joe Prince	_____

___ Ayes ___ Nays ___ Absent

Approved as to form:

Mayor, Brian Keim

City Attorney, Mark Bishop

ATTEST:

Reviewed by:

City Clerk, Pam Meyer

City Administrator, Happy Welch



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

September 13, 2024

Mr. Happy Welch
City Administrator
City of Ste. Genevieve
165 S. 4th Street
Ste. Genevieve, MO 63670

RE: Proposal – City Wide Paving Program

Dear Mr. Welch:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional services for the above-referenced project. In accordance with our previous discussions, and list of streets that you recently forwarded to me via e-mail on June 14th, and estimated total Construction Budget @ approximately \$6.5M we offer the following professional services.

Street Name	Cross Streets
8th	Market to Washington
N. 5th	Washington to Kohm
Jefferson	Main to 2nd
Austin	Linn to Linn
LaRose	Linn to Linn
Market	9th to 4th
9th	Market to Ridgeway
Point Basse	Highway M to Brookdale
Scott	Linn to Linn
Audubon	Linn to Linn
Rozier	Center to Park
N. 6th	Jefferson to Washington
S. 6th	Market to end of street
Parkwood	Highway 61 to Pointe Basse
Rozier	Center to Highway 61
Walnut	Cedar to Park

Street Name	Cross Streets
S. 4th St. TAP Sidewalk	St. Joseph to Rozier
St. Mary's Road	Highway 61 to Main St.
Market St.	4th St. to Main
Market Group	
LaHaye	4th St. to Main
Creek	City Limits to LaHaye
Wilder	LaHaye to Biltmore
Little Rock Road	Riverview to Flood Gate
Washington Group	
Jefferson Group	
Parkwood Group	
Maple Group	

SCOPE OF WORK:

A. Design and Bidding Phase Services – City Wide Paving Program:

- a) Prepare project manual, plans, specifications, job special provisions, detail sheets, and full set of bidding documents to improve the roads as shown above.

8 East Main Street Wentzville, MO 63385 Phone: 636-332-4574 Fax: 636-327-0760	737 Rudder Road Fenton, MO 63026 Phone: 314-842-4033 Fax: 314-842-5957	530A East Independence Drive Union, MO 63084 Phone: 636-584-0540 Fax: 636-584-0512	1163 Maple Street Farmington, MO 63640 Phone: 573-315-4810 Fax: 573-315-4811	767 North 20th Street Ozark, MO 65721 Phone: 417-595-4108 Fax: 417-595-4109	905 Executive Drive Osage Beach, MO 65065 Phone: 573-525-0299 Fax: 573-525-0298
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- b) Attend meetings as necessary.
- c) Bidding Phase Services –
 - Make copies and distribute bid packages to contractors.
 - Answer contractor's questions during bidding and issue addenda (if required)
 - Conduct the bid opening and review submitted contractor bids, investigate low bidder(s) as required to evaluate their competency, and consult with the County Commission on award of bid.

B. Construction Phase Services – City Wide Paving Program Project

- a. Serve as City's representative for administering the terms of the construction contract for the City Wide Paving Program Project.
- b. Provide on-site inspection services to inspect the Contractor's progress and quality of work and to determine if the work conforms to the contract documents.
- c. Reject work not conforming to the project documents.
- d. Perform on-site nuclear density testing, and laboratory testing of loose mix samples.
- e. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
- f. Measure and document quantities, and review estimates for payments due the Contractor
- g. Inspect materials and review material certifications furnished by the Contractor.

FEE:

1. The total amount of fee to be paid for the Scope of Services, Item 1 -- "Design and Bidding Phase Services" as outlined in this proposal shall be a lump sum fee of \$195,000.00.
2. The total amount of fee to be paid for the Scope of Services, Item 2 -- "Construction Phase Services" as outlined in this proposal shall be a lump sum fee of \$227,500.00.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within fifteen (15) days of submission of invoices.

2. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
3. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
4. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.). Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services. If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initializing **ALL** other pages. Return one (1) copy for our contract files. If you have any questions or changes regarding this proposal, please contact me at 314-220-7016. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Sincerely



David Christensen, P.E.
Vice President

Acceptance:
City of Ste. Genevieve

By: _____

Title: _____

Date: _____

Attachments: Cochran Terms & Conditions

COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.

Initials: _____

16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.