

**COUNCIL WORKSHOP MEETING
MONDAY, APRIL 4, 2022 – 6:00 p.m.
COUNCIL CHAMBER
405 JEFFERSON STREET
WASHINGTON, MO**

INTRODUCTORY ITEMS:

Roll call/Pledge of Allegiance

ACTION:

1. APPROVAL OF MINUTES:

Approval of the March 7, 2022 Workshop minutes

Approve/Mayor

2. PRESENTATIONS:

A. 2023-2033 Comprehensive Plan

Discuss-Send to Council

3. REPORT OF DEPARTMENT HEADS:

A. Engineering Department –

- a. High Street Reconstruction & ADA Improvements Project, STP-4940(608)
- b. High Street Extension Project
- c. Lions Lake Walking Path Improvements Project

Discuss-Send to Council
Discuss-Send to Council
Discuss-Send to Council

B. Parks Department –

- a. POW-MIA City Signage & Maintenance
- b. Washington Soccer Academy

Discuss-Send to Council
Discuss-Send to Council

C. Police Department –

- a. Purchase of New Patrol Vehicles
- b. Purchase of New Patrol Vehicle Equipment
- c. St. Louis Coalition for Roadway Safety Grant

Discuss-Send to Council
Discuss-Send to Council
Approve/Mayor

D. Water/Wastewater Department –

- a. Southpoint Ground Water Storage Tank

Discuss-Send to Council

4. EXECUTIVE SESSION:

Public vote on whether or not to hold a closed meeting to discuss personnel, legal or real estate matters pursuant to Section 610.021 RSMo (2000)

ROLL CALL VOTE

5. ADJOURNMENT:

**MINUTES OF THE
CITY OF WASHINGTON, MISSOURI
COUNCIL WORKSHOP MEETING
MARCH 7, 2022**

The Council Workshop Meeting was held on Monday, March 7, 2022 at 6:00 p.m. in the Council Chamber, 405 Jefferson Street, Washington, Missouri. Mayor Lucy opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Sandy Lucy	Present	
Council Members:	Ward I	Steve Sullentrup	Present
		Duane Reed	Present
	Ward II	Mark Wessels	Present
		Mark Hidritch	Present (6:08 p.m.)
	Ward III	Jeff Patke	Present
		Greg Skornia	Present
	Ward IV	Gretchen Pettet	Present
		Joe Holtmeier	Present
	Also Present:	City Attorney	Mark Piontek (6:29 p.m.)
		City Administrator	Darren Lamb
		City Clerk	Sherri Klekamp
		Human Resources Manager	Shauna Pfitzinger
Library Director		Nelson Appell	
Finance Director		Mary Sprung	
Building Official		Tom Neldon	
Street Superintendent		Tony Bonastia	
Airport Manager		Kevin Hellmann	
Public Works Director		John Nilges	
Economic Development Director		Sal Maniaci	
Parks Director		Wayne Dunker	
Emergency Management Director	Mark Skornia		
Communications Director	Lisa Moffitt		
Fire Chief	Tim Frankenberg		
Police Chief	Ed Menefee		

Approval of Minutes

A motion to approve the minutes from the February 7, 2022 Workshop meeting as presented made by Patke, seconded by Holtmeier, passed without dissent.

Report of Department Heads

A. Administration Department -

a. Additional Hangers at the Washington Regional Airport

City Administrator Darren Lamb, Public Works Director John Nilges and Airport Manager Kevin Hellmann discussed going out for bid for additional hangers at the airport. After

March 7, 2022

discussion, a motion to go out for bid made by Wessels, seconded by Skornia, passed without dissent.

b. Freight Depot

March 7, 2022

Honorable Mayor and City Council

City of Washington

405 Jefferson Street

Washington, MO 63090

Re: Architectural and Engineering Services – Freight Depot

Honorable Mayor and Council,

In January 2022, the City received a proposal for the potential use and lease of the Freight Depot. In order to get the building “white box” ready for the potential tenant, City staff solicited requests for qualifications for standard architectural and engineering services. Staff reached out to local engineering firms for qualifications and received one proposal, from Cochran Engineering. After reviewing the proposal, staff recommends entering into a contract with Cochran Engineering for architectural and engineering services for \$23,800. Since the Main Stage Roof will not be completed in this fiscal year, staff is recommending to utilize those funds for this project.

Sincerely,

Darren Lamb for Wayne Dunker, CPRP

Director of Parks & Recreation

After City Administrator Darren Lamb, Parks Director Wayne Dunker and Economic Development Director Sal Maniaci discussed the proposal, a motion to forward to Council made by Sullentrup, seconded by Pettet, passed without dissent.

B. Communications Department -

a. Installation of a Motorbo UHF-VHF Gateway

February 28, 2022

Mayor Sandy Lucy

City Council Members

405 Jefferson St

Washington MO 63090

Dear Mayor and City Council Members,

Attached you will find an Ordinance/Budget Amendment/Purchase Agreement with RadioComm Co. (RCC), for the installation of a Motorbo UHF-VHF gateway. The cost of the equipment and FCC licensing is \$6,291.55. This was not a budgeted item; therefore, I am requesting to utilize Fair proceeds received from the Chamber.

RadioComm provides the radio communications for the Fair board during the Washington Town & Country Fair and events. Providing portable radios to not only communicate with each other on the fairgrounds but also communicate with the Communications Center for any incident needing emergency services during our Fair events.

Due to age of the existing portable radios, RCC is in the process of purchasing new portable radios to lease to the Fair board. These portable radios will operate on a new frequency platform, which requires a “gateway” to be installed in the Communications Center. This gateway allows for the conversion of UHF-VHF providing a seamless conversion to our existing Consolettes in our radio system.

March 7, 2022

I will be available March 7, 2022 to answer any questions.

Sincerely,

Lisa Moffitt

Director of Communications

After Communications Director Lisa Moffitt discussed the agreement, a motion to forward to Council made by Holtmeier, seconded by Patke, passed without dissent.

*Brief discussion on Facebook “Behind the Mic.”

C. Parks Department -

a. 2022 Aquatic Complex Fees

February 21, 2022

Honorable Mayor and City Council

City of Washington

405 Jefferson Street

Washington, MO 63090

RE: Fee Recommendation – 2022 Aquatic Complex Fees

Honorable Mayor and City Council,

In 2020 and early 2021, staff, the City Administrator and Parks and Recreation Commission members formed an Aquatic Complex Fees and Charges Sub Committee to evaluate the City’s fees and charges for the new Agnes Nolting Aquatic Center. After extensive hours of research and several meetings, the Committee recommended amending the Park Facilities User Fee Schedule for the new aquatic complex.

Below are the aquatic complex fees and charges the Committee recommended to City Council in February 2021.

- *\$7.00 daily admission (3 and over)*
- *\$50 punch/visit card (10 punches) *Available after, June 1, 2021.*
- *\$500 after hours pool rental (2 hour limit), \$200 rental deposit*

The Parks and Recreation staff also requested a Grand Opening Discount off the pool punch card. This promotional discount allowed people to purchase a 20 punch/visit card for \$85. This was a one-time discount. After June 1, the punch/visit card options were 10 visits for \$50 or 20 visits for \$100.

At the February 8th Parks and Recreation Commission meeting, the Commission made a recommendation not to amend the Aquatic Complex User Fees and Charges for the upcoming 2022 pool season, based on record pool attendance in 2021 and the intensive research the Committee recently completed.

Respectfully,

Spark Stuckenschneider

Park & Recreation Commission Co-President

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March 7, 2022

ESTIMATED Pool Revenue & Expenses 2021

Estimates completed January 2021

Estimated Expenses	
Item	Amount
Guards & Pool Ops & Management	\$145,000-\$165,000
Utilities	\$ 10,500.00
Guards for Programming/Rentals	\$ 18,000.00
Cashiers/Admissions Staff	\$ 15,000.00
Concession Stand Staff	\$ 15,000.00
Concession Stand Product/Supplies	\$ 15,000.00
Insurance	\$ 12,700.00

TOTAL Est. Expenses \$231,000 - \$251,200

Anticipate a 30% increase in attendance for 2021

Estimated Revenue	
Item	Amount
Daily Fees	\$ 45,500.00
Punch Cards	\$ 32,500.00
Programs, Lessons, Rentals	\$ 20,000.00
Concession Sales	\$ 15,000.00
Birthday Parties Packages	\$ 2,000.00
Rentals - Swim Team & After Hrs	\$ 5,000.00

TOTAL Est. Revenue \$ 120,000.00

EST. PROFIT/LOSS: \$111,200 - \$131,200

Actual Attendance	
Year	Attendance
2019	8,790
2018	7,837
2017	10,218
2016	10,441
2015	9,235

* Pump went out

Anticipate a 30% increase in attendance for 2021

Net Operating Loss	
Year	Loss
2019	\$ 137,299.00
2018	\$ 123,749.00
2017	\$ 139,437.00
2016	\$ 122,431.00
2015	\$ 102,302.00

AVG. LOSS Per Year: \$125,000

ACTUAL Pool Revenue & Expense 2021

Actual Expenses	
Item	Amount
Guards & Pool Ops & Management	\$ 152,360.00
Utilities	\$ 8,658.00
Guards for Programming/Rentals	\$ 15,000.00
Admiss, Cashiers & Concession Staff	\$ 75,738.21
Pool Chemicals	\$ 3,900.12
Concession Stand Product/Supplies	\$ 20,985.04
insurance	\$ 13,117.00

TOTAL Actual Expenses \$ 239,758.39

Actual Revenue	
Item	Amount
Daily Fees	\$ 75,126.00
Punch Cards	\$ 54,990.50
Programs & Lessons	\$ 11,462.00
Concession Sales	\$ 40,979.90
Birthday Parties Packages	\$ 2,336.25
Rentals - (Swim Team & After Hrs)	\$ 6,001.50
Camp Washington Pool Fees	\$ 3,498.00

TOTAL Actual Revenue \$ 194,394.15

ACTUAL PROFIT/LOSS \$45,364.24

Actual Attendance	
Year	Attendance
2021	19,000
2019	8,790
2018	7,837
2017	10,218
2016	10,441
2015	9,235

Net Operating Loss	
Year	Loss
2021	\$ 45,364.24
2019	\$ 137,299.00
2018	\$ 123,749.00
2017	\$ 139,437.00
2016	\$ 122,431.00
2015	\$ 102,302.00

City Administrator Darren Lamb and Parks Director Wayne Dunker discussed the 2021 Estimated/Actual Pool Revenue & Expenses and 2022 Aquatic Complex Fees.

*Parks Director Wayne Dunker stated the City has received the 2022 Award of Distinction: Aqua Master – Large Commercial Award by the United Aqua Group. This award beat out large projects spanning from California, Texas and Florida by some of the country’s most prestigious builders. The organization received over 150 entries for various categories and the category that Washington won was by far the largest and most prestigious.

b. Ground Maintenance Services 2022

March 7, 2022

Honorable Mayor and City Council

City of Washington

405 Jefferson Street

Washington, MO 63090

RE: Recommendation – Ground Maintenance Services 2022

Honorable Mayor and City Council,

March 7, 2022

As you may recall, in 2020 proposals were solicited for contractual mowing of some Parks and Fire Departments properties. A three-year proposal was received from Klekamp Lawn & Landscape. In 2022, the cost to cut 13 park properties and 4 Fire Department properties is \$53,350.00. We are very happy with Klekamp Lawn & Landscape and they did great job they did in 2021. Klekamp's custom service was excellent and if an issue ever arose, it was addressed immediately. As I mentioned, the proposal is only for a portion of park properties. A mowing contract does not eliminate the Department's mowing needs however; it does help significantly. As such, it is staff's recommendation with the support of the Fire Department, that Council consider the approval of the bid submitted by Klekamp Lawn and Landscape LLC in the amount of \$53,350.00.

As always, if you have any questions, concerns or would like additional information, please feel free to contact me prior to the City Council Meeting.

Respectfully,

Wayne Dunker, CPRP

Director of Parks and Recreation

After Parks Director Wayne Dunker discussed the agreement, a motion to forward to Council made by Holtmeier, seconded by Patke, passed without dissent.

Executive Session

Public vote on whether or not to hold a closed meeting to discuss personnel, legal or real estate matters pursuant to Section 610.021 RSMo (2000) passed on 6:42 p.m. on the following roll call vote; Hidritch-aye, Holtmeier-aye, Patke-aye, Pettet-aye, Reed-aye, Skornia-aye, Sullentrup-aye, Wessels-aye.

The regular session reconvened at 7:03 p.m.

Adjournment

With no further business to discuss, a motion to adjourn made at 7:03 p.m. by Holtmeier, seconded by Patke, passed without dissent.

March 7, 2022



March 30, 2022

Mayor & City Council
City of Washington
Washington, MO 63090

Re: 2023 – 2033 Comprehensive Plan

Mayor & City Council,

On your agenda for the April 4th Council meeting is a contract with H-3 Consulting Services for the Ten Year Comprehensive Plan and Workforce / Economic Development Strategy.

A sub-committee comprising of City Staff and Planning and Zoning Commission members interviewed four different firms to complete a new City Comprehensive Plan and Economic Development Strategy. In the past, these studies were done at different times with different consultants making it difficult to effectively implement both. We feel allowing H-3 and their sub-consultants to review the existing conditions of the City and its businesses, receive input from both industry leaders and citizens, and complete a concise and thorough outline of where the City is and where we should be heading would provide the most benefit to the Community.

The 12 month contract is set at approximately \$135,000 for both a full Comprehensive Plan and Economic Development Strategy (two separate documents will be provided). A full scope and breakdown of services is attached.

After discussion with staff, the proposed City budget breakdown is as follows;

- P & Z: \$75,000
- Transportation Sales Tax: \$17,000
- Economic Development: \$10,000
- Industrial Group Donations: \$10,000
- Stormwater/wastewater: \$18,000

There are \$85,000 in this current budget year, allowing the contract to start without a budget amendment. The completion of the document and final payment can be taken from the 2022-2023 budget if needed.

Feel free to reach out with any questions.

Sincerely,

A handwritten signature in black ink that reads "Thomas R. Holdmeier".

Tom Holdmeier – Planning and Zoning Commission Chair



Proposed Scope of Professional Services – Revised

Prepared for the City of Washington, MO by H3 Studio
March 16, 2022

Based on the various objectives described by the City of Washington at our initial Scope Development Meeting on Friday, March 4, the H3 Studio Team has prepared a Revised Scope of Professional Services based around “blocks” of tasks that result in discreet plan deliverables. The first two (2) of these blocks—Article I, the Comprehensive Plan and Article II, the Workforce Development and Economic Development Strategy—are presented as individual work plans with associated fees herein:

Article I. Core Comprehensive Plan

Article I Technical Tasks Subtotal:	\$70,377.50
Article I Community Engagement Subtotal:	\$34,092.50
Article I Direct Expenses Subtotal:	\$6,500.00
Article I Total:	\$110,970.00

Article II. Workforce Development and Economic Development Strategy

Article II Labor Fee Subtotal:	\$22,650.00
Article II Direct Expenses Subtotal:	\$500.00
Article II Total:	\$23,150.00

Article III. Downtown District Plan (Scope and Fee To Be Determined)

Article VI. Focus Area Plan(s) (Scope and Fee To Be Determined)

Article V. City-Wide Parks Master Plan (Scope and Fee To Be Determined)

The H3 Studio Team can conduct the above articles—some still to be determined—at the City’s direction based on desired plan deliverables and available budget.

Article I: Core Comprehensive Plan

Phase 1: Existing Conditions Analysis

In Phase 1, the H3 Studio Team will collect and assemble all relevant base information, prepare project base maps, and conduct both an analysis of the City of Washington’s existing conditions as well as an assessment of Washington’s existing Comprehensive Plan.

Phase 1 Technical Tasks (Existing Conditions Analysis)

Task 1.1: Project Kick-Off and On-Boarding Meeting with the City of Washington

H3 Studio will conduct a kick-off on-boarding meeting with the City of Washington Client Group (“Client”) to confirm the project schedule, kick-off activities, coordinate the provision of base data by the Client, and finalize the membership of the Steering Committee and Steering Committee Meeting schedule.

Task 1.2: Data Collection and Production of Base Maps

H3 Studio will collect and inventory all Client-provided and publicly-accessible base data and prepare a base map for use throughout the Comprehensive Plan process. Base map shall consist of the entire corporate boundary of the City of Washington, the Washington Municipal Airport, and a context area of one-half (1/2) mile beyond the corporate boundary. Base data shall be provided in ArcGIS Shapefile (*.shp) format.

The Client shall also provide electronic copies of the existing Comprehensive Plan and all other relevant plans and studies of the City, in *.pdf format.

Task 1.3: Existing Physical and Regulatory Conditions Analysis

H3 Studio will conduct an analysis of Washington’s existing physical and regulatory conditions, to include:

1.3.1: Physical Landscape and Built Environment Analysis

Physical landscape and built environment analysis shall include:

- Topography, landform, and waterways;
- Flood ways and flood plains;
- Street and roadway network;
- Parcels;
- Impervious surface coverage (pavement surface, parking, and building footprints, as available);
- Year built for developed parcels, as available;

- Parks;
- Bike routes, pathways, and trails;
- Land use;
- City governance boundaries;
- Utility and service boundaries, as relevant;
- Historic district boundaries; and
- Other special planning districts, jurisdictional, and/or redevelopment areas.

1.3.2: Place-Based Zoning Analysis

H3 Studio shall analyze existing zoning regulations, comparing zoning district requirements with parcel areas, as-built land use, and parcel coverage. The purpose of this analysis is to:

- identify parcels which may be non-conforming to their assigned zoning district;
- Understand the development capacity of existing parcels under current zoning regulations (i.e., are existing parcels built at a density level that matches existing zoning? Is less than existing zoning?)
- What development types are permitted in the current zoning regulations, and what types are not permitted?

1.3.3: Demographic and Housing Trends, Projections, and Land Needs

(This Task Item will be completed as part of Article II: Workforce Development and Economic Development Strategy, and is described in Article II, Task 1)

1.3.4: Transportation Analysis

Lochmueller Group will conduct the following transportation analysis:

- Profile existing transportation conditions within the city, making use of available traffic counts and census data to identify mode share, historic traffic growth on major corridors, average daily traffic counts, commuter flows, and trip origination.
- Describe existing road network, including functional classifications and roadway purpose.
- Identify recent transportation infrastructure projects and provide a high-level description of their impact on mobility, as well as planned but unbuilt road connections.

1.3.5: Infrastructure Assessment

The City of Washington shall provide an infrastructure assessment of existing City-owned infrastructure not listed herein.

1.3.6: Environmental Scan Existing Conditions Report

H3 Studio will compile all mapping and narrative descriptions of the existing conditions analysis into an environment scan report, prepared in *.pptx and *.pdf format.

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Task 1.4: Review of Existing Comprehensive Plan

H3 Studio will review and summarize the contents of the existing Comprehensive Plan, to be used in Comprehensive Plan assessment engagement activities.

Task 1.5: Existing Comprehensive Plan Assessment and Prioritization Report

H3 Studio will cross-check the existing Comprehensive Plan Goals and Objectives with current existing conditions. Utilizing feedback gathered in Tasks 1.7.5 Existing Comprehensive Plan Assessment Stakeholder Workshops and 1.7.6 Steering Committee Meeting #1 (described below), H3 Studio will determine the level of implementation, identify how relevant these existing Goals remain today, and articulate peoples' impressions of how well progress has been made toward these Goals.

Task 1.6: Draft Consensus Issues and Opportunities

Utilizing all information collected and developed in Phase 1, H3 Studio will prepare a summary of Draft Consensus Issues and Ideas, which will be used as the basis of identifying Comprehensive Plan priorities and the creation of the updated Comprehensive Plan Community Vision, Community Goals, and Objectives in Phase 2.

Phase 1 Community Engagement

Task 1.7: Phase 1 Community Engagement Activities:

1.7.1: Ongoing Website and Social Media Content

The Team will provide content about the Comprehensive Plan planning process to the City for publication on the City's existing website and social media channels.

1.7.2: Washington Online Community Survey (Creation and Administration)

The Team will develop and administer a 20- to 25-question online survey to poll residents and stakeholders on key issues and opportunities facing Washington. This survey is proposed to remain active through the conclusion of Phase 2.

1.7.3: Washington Online Business Survey (Creation and Administration)

The Team will develop and administer a 20- to 25-question online survey specific to Washington business owners to poll them on the key considerations of owning and operating a business in Washington. This survey is proposed to remain active through the conclusion of Phase 2.

1.7.4: Phase 1 Community Engagement Presentation Materials

H3 Studio will prepare a PowerPoint presentation and printed materials of Phase 1 work products, for use during the Existing Comprehensive Plan Assessment Stakeholder Workshops and Steering Committee Meeting #1.

1.7.5: Existing Comprehensive Plan Assessment Stakeholder Workshops
The Team will conduct a series of three (3) Assessment Workshops to review and collect input on:

- The extent to which each existing Comprehensive Plan Goal and Objective are still relevant today, and;
- The extent to which the City has been successful in making progress toward achievement of each Existing Comprehensive Plan Goal and Objective.

A total of three (3) workshops will be conducted, one each with:

- A community stakeholder Focus Group;
- City department heads and staff; and
- Planning & Zoning Commission, City Council, and Mayor

1.7.6: Business Owner' Focus Group Meeting #1
Bob Lewis and H3 Studio will conduct the first of two (2) "CEO Roundtable" meetings with Washington business owners.

1.7.7: Steering Committee Meeting #1 – Existing Comprehensive Plan Assessment and Priorities

H3 Studio will advise the Client on identifying and assembling a Comprehensive Plan Steering Committee. This Committee is anticipated to be comprised of elected official and City staff representatives, as well as representatives of other community boards and commissions. The City of Washington shall be responsible for notifying and scheduling Steering Committee Meetings:

H3 Studio will conduct the first Steering Committee Meeting to present a summary of existing conditions analysis, prioritize the Draft Consensus Issues and Opportunities, and conduct the Plan Assessment process outlined in Task 1.7.5 above. Outcomes of this meeting will be reflected in the Draft Consensus Issues and Ideas described in Task 1.6.

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Phase 2: Community Visioning & Goal Setting

In Task Group 3, the Team will work with City staff and the community-at-large to identify the necessary components of the communities Vision for the future, and the Goals—both short-range and long-range—that will serve to fulfill this Vision.

Phase 2 Technical Tasks (Vision, Goals, and Objectives)

Task 2.1: Creation of Draft Community Vision

H3 Studio will utilize community priorities identified in Phase 1 to prepare a draft Community Vision, for review by the Client and for use during Phase 2.

Task 2.2: Creation of Draft Comprehensive Goals and Objectives

H3 Studio will utilize community priorities identified in Phase 1 to prepare draft Comprehensive Plan Goals and Objectives, for review by the Client and for use during Phase 2.

Task 2.3: Revised Draft Community Vision, Goals, and Objectives

Using the outcome of Tasks 2.4.4 Steering Committee Meeting #2 and 2.4.6 Public Workshop #1, H3 Studio will prepare the revised Draft Community Vision, Goals, and Objectives for review by the Client.

Phase 2 Community Engagement

Task 2.4: Phase 2 Community Engagement Activities:

2.4.1: Closing of Online Community Survey

H3 Studio will close the Online Community Survey and prepare the summary report-out of responses.

2.4.2: Closing of Online Business Survey

H3 Studio will close the Online Business Survey and prepare the summary report-out of responses.

2.4.3: Steering Committee Meeting #2 Presentation Materials

H3 Studio will prepare a PowerPoint presentation and printed materials of Phase 2 work products, for use during Steering Committee Meeting #2.

2.4.4: Steering Committee Meeting #2 – Vision, Goals, and Objectives

H3 Studio will conduct the second Steering Committee Meeting to present the Draft Vision, Goals, and Objectives for review and input. Outcomes of this meeting will be reflected in the Revised Draft Community Vision, Goals, and Objectives described in Task 2.3.

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- 2.4.5: **Public Workshop #1 Presentation Materials**
H3 Studio will prepare an updated PowerPoint presentation and printed materials of Phase 2 work products, for use during Public Workshop #1.
- 2.4.6: **Public Workshop #1 – Vision, Goals, and Objectives**
The Team will conduct the second Public Workshop to present the Draft Community Vision, Goals, and Objectives and obtain feedback on revisions and prioritization. Based upon public input, the Revised Draft Community Vision, Goals, and Objectives will be produced.

FOR REVIEW

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Phase 3: Draft Comprehensive Plan Recommendations & Components

Following creation of the Community Vision, Plan Goals, and Objectives, the Team will utilize community and stakeholder input and work with City staff to Draft the Comprehensive Plan Recommendations and Components.

Phase 3 Technical Tasks (Draft Comprehensive Plan Components)

Task 3.1: Draft Comprehensive Plan Recommendation and Components

Utilizing input gathered in Phase 2, the H3 Studio Team will prepare the Draft Comprehensive Plan Recommendations and Components. These will include:

- 3.1.1: **Final Draft Community Vision Statement**
H3 Studio will prepare the Final Draft Community Vision Statement based on input from the Client.
- 3.1.2: **Final Draft Community Goals and Objectives**
H3 Studio will prepare the Final Draft Community Goals and Objectives based on input from the Client.
- 3.1.3: **Draft Comprehensive Plan Strategies**
H3 Studio will prepare Draft Comprehensive Plan Strategies to achieve the Community Goals and Objectives. Strategies will be provided to the Client for review.
- 3.1.4: **Draft Economic and Workforce Development Strategies**
(This Task Item will be completed as part of Article II: Workforce Development and Economic Development Strategy, and is described in Article II, Task 5)
- 3.1.5: **Draft Housing Strategy**
Using demographic projections developed in Phase 1, along with regional and national trends, H3 Studio and Bob Lewis will (1) identify gaps in Washington’s existing housing supply; (2) identify housing market segments currently underserved; and (3) outline strategies to facilitate the creation of housing that fills those gaps. Strategies may include development mechanisms, partnership opportunities, zoning and other regulatory updates, land use modifications, and/or infrastructure improvements.
- 3.1.6: **Draft Community Place Types and Future Land Use Plan**
Using the place-based zoning analysis completed in Phase 1, H3 Studio will develop a series of Draft Community Place Types to serve as the foundation for future zoning code updates. These Community Place Types will include recommendations for qualitative

improvements and regulatory updates associated with geographically-specific boundaries. Community Place Types will serve as the basis of the Future Land Use Plan.

3.1.7: Draft Transportation Recommendations

Lochmueller Group will develop draft transportation recommendations, to include the following:

- Assess the MO-100 corridor, to include:
 - Review average weekday and daily traffic counts and trip origination
 - Major intersection and access constraints
 - Benefits and constraints of extending the four lanes west of High Street, denoting where the terminus should be located.
- Assess the proposed “East-West Parkway” bypass of MO-100, to include:
 - Identify a route that should be considered for a future alignment study with proposed starting and ending points
 - Major intersection and access constraints
 - Inter-relationship with MO-100
- Review and incorporate identified short- and long-term improvements for Route 47 into the City’s comprehensive plan, providing overarching planning-level information regarding benefits and costs
- Discuss how the improvements and strategies from Tasks 2.1-2.3 above can assist in the economic development of the City.
- Identify potential funding mechanisms

3.1.8: Draft Parks and Recreation Recommendations

H3 Studio will prepare qualitative recommendations for enhancement of Washington’s parks system, including trail and access enhancements and targets for future park system updates, operations, and expansion.

3.1.9: Public Infrastructure Recommendations

The City of Washington shall provide public infrastructure recommendations to H3 Studio for incorporation into the Draft Comprehensive Plan.

Phase 3 Community Engagement

Task 3.2: Phase 3 Community Engagement Activities:

3.2.1: Business Owner’ Focus Group Meeting #2

Bob Lewis and H3 Studio will conduct the second of two (2) “CEO Roundtable” meetings with Washington business owners.

3.2.2: Steering Committee Meeting #3 Presentation Materials

H3 Studio will prepare a PowerPoint presentation and printed materials of Phase 3 work products, for use during Steering Committee Meeting #2.

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- 3.2.3: **Steering Committee Meeting #3 – Draft Comprehensive Plan**
H3 Studio will conduct the second Steering Committee Meeting to present the Draft Comprehensive Plan Recommendations for review and input. Outcomes of this meeting will be utilized in Phase 4.
- 3.2.4: **Public Workshop #2 Presentation Materials**
H3 Studio will prepare an updated PowerPoint presentation and printed materials of Phase 3 work products, for use during Public Workshop #2.
- 3.2.5: **Public Workshop #2 – Draft Comprehensive Plan**
The Team will conduct the second Public Workshop to present the Draft Comprehensive Plan Recommendations for review and input. Outcomes of this meeting will be utilized in Phase 4.

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Phase 4: Final Comprehensive Plan and Adoption Activities

Utilizing all of the community feedback and input gathered to date, the Team will work with City staff to finalize all of the Comprehensive Plan Materials for adoption by the City of Washington.

Phase 4 Technical Tasks (Final Comprehensive Plan)

Task 4.1: Final Comprehensive Plan Components

Utilizing feedback from Phase 3, the H3 Studio Team will prepare the Final Comprehensive Plan Components. These will include:

- 4.1.1: Final Community Vision Statement, Goals and Objectives
- 4.1.2: Final Comprehensive Plan Strategies
- 4.1.3: Final Economic and Workforce Development Strategies
(This Task Item will be completed as part of Article II: Workforce Development and Economic Development Strategy, and is described in Article II, Task 5)
- 4.1.4: Final Housing Strategy
- 4.1.5: Final Community Place Types and Future Land Use Plan
- 4.1.6: Final Transportation Recommendations
- 4.1.7: Final Parks and Recreation Recommendations
- 4.1.8: Final Public Infrastructure Recommendations

Task 4.2: Implementation Priorities and Governmental Strategic Plan

Utilizing the outcomes of Task 4.4.1 Governmental Strategic Action Plan Workshop, H3 Studio will prepare a series of implementation priorities and a strategic roadmap for advancement of Comprehensive Plan implementation by the City of Washington government. This will include a selected series of strategic early action items that City agrees can and should be completed in a short-term time frame, typically 1 to 3 years, along with prioritization and time horizons for all Comprehensive Plan Strategies.

Task 4.3: Final Comprehensive Plan Document Deliverable

H3 Studio will prepare the final Comprehensive Plan Document, to include

- Interactive Comprehensive Plan document, including all constituent components completed to date;
- Environmental Scan document, as a stand-alone catalogue of existing conditions today;

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- GIS mapping of all Comprehensive Plan maps; and
- Final planning process information for the City of Washington website and social media channels.

Phase 4 Community Engagement

Task 4.4: Phase 3 Community Engagement Activities:

4.4.2: Final Plan Presentation Materials

H3 Studio will prepare a PowerPoint presentation and printed materials of the Final Comprehensive Plan, for use during the remainder of the planning process.

4.4.3: Final Public Open House

The Team will conduct a final Public Open House to present the Final Comprehensive Plan to the community and collect final comments.

4.4.4: Planning and Zoning Commission Meeting Presentation (1)

H3 Studio will conduct one (1) in-person, informational presentation with the Planning and Zoning Commission on the Final Comprehensive Plan at a regularly-scheduled Commission meeting

4.4.5: City Council Meeting Presentation (1)

H3 Studio will conduct one (1) in-person, informational presentation with the City Council on the Final Comprehensive Plan at a regularly-scheduled Council meeting.

4.4.6: Public Hearing Presentation (1)

H3 Studio will conduct one (1) in-person, informational presentation and Q&A as part of the Public Hearing for adoption of the Comprehensive Plan.



Article I: Core Comprehensive Plan Fee Proposal

Phase 1: Issues and Opportunities \$29,492.50

Phase 1 Technical Tasks (Existing Conditions Analysis)

Task 1.1:	Project Kick-Off and On-Boarding Meeting with the City of Washington	\$770.00
Task 1.2:	Data Collection and Production of Base Maps	\$2,510.00
Task 1.3:	Existing Physical and Regulatory Conditions Analysis	
1.3.1:	<i>Physical Landscape and Built Environment Analysis</i>	\$1,855.00
1.3.2:	<i>Place-Based Zoning Analysis</i>	\$3,055.00
1.3.3:	<i>Demographic and Housing Trends, Projections, and Land Needs</i>	(Priced in Article II)
1.3.4:	<i>Transportation Analysis</i>	\$3,200.00
1.3.5:	<i>Infrastructure Assessment</i>	n/a
1.3.6:	<i>Environmental Scan Existing Conditions Report</i>	\$2,270.00
Task 1.4:	Review of Existing Comprehensive Plan	\$1,920.00
Task 1.5:	Existing Comprehensive Plan Assessment and Prioritization Report	\$1,660.00
Task 1.6:	Draft Consensus Issues and Opportunities	\$1,520.00
Phase 1 Existing Conditions Analysis Subtotal:		\$18,760.00

Phase 1 Community Engagement

Task 1.7:	Phase 1 Community Engagement Activities:	
1.7.1:	<i>Ongoing Website and Social Media Content</i>	\$2,100.00
1.7.2:	<i>Washington Online Community Survey (Creation and Administration)</i>	\$2,140.00
1.7.3:	<i>Washington Online Business Survey (Creation and Administration)</i>	\$2,140.00
1.7.4:	<i>Phase 1 Community Engagement Presentation Materials</i>	\$2,005.00
1.7.5:	<i>Existing Comprehensive Plan Assessment Stakeholder Workshops</i>	\$1,245.00
1.7.6:	<i>Business Owners' Focus Group Meeting #1</i>	\$175.00
1.7.7:	<i>Steering Committee Meeting #1</i>	\$927.50
Phase 1 Community Engagement Subtotal:		\$10,732.50

Phase 2: Community Visioning and Goal Setting \$13,017.50

Phase 2 Technical Tasks (Vision, Goals, and Objectives)

Task 2.1:	Creation of Draft Community Vision	\$805.00
Task 2.2:	Creation of Draft Comprehensive Goals and Objectives	\$2,245.00
Task 2.3:	Revised Draft Community Vision, Goals, and Objectives	\$1,415.00
Phase 2 Vision, Goals, and Objectives Subtotal:		\$4,465.00

Phase 2 Community Engagement

Task 2.4:	Phase 2 Community Engagement Activities:	
2.4.1:	<i>Closing of Online Community Survey</i>	n/a
2.4.2:	<i>Closing of Online Business Survey</i>	n/a
2.4.3:	<i>Steering Committee Meeting #2 Presentation Materials</i>	\$3,310.00
2.4.4:	<i>Steering Committee Meeting #2</i>	\$1,557.50
2.4.5:	<i>Public Workshop #1 Presentation Materials</i>	\$1,645.00
2.4.6:	<i>Public Workshop #1</i>	\$2,040.00
Phase 2 Community Engagement Subtotal:		\$8,552.50

H3

Phase 3: Draft Comprehensive Plan Recommendations \$31,585.00

Phase 3 Technical Tasks (Draft Comprehensive Plan Components)

Task 3.1:	Draft Comprehensive Plan Recommendation and Components	
3.1.1:	Final Draft Community Vision Statement	\$192.50
3.1.2:	Final Draft Community Goals and Objectives	\$910.00
3.1.3:	Draft Comprehensive Plan Strategies	\$2,350.00
3.1.4:	Draft Economic and Workforce Development Strategies	(Priced in Article II)
3.1.5:	Draft Housing Strategy	\$4,220.00
3.1.6:	Draft Community Place Types and Future Land Use Plan	\$5,900.00
3.1.7:	Draft Transportation Recommendations	\$5,750.00
3.1.8:	Draft Parks and Recreation Recommendations	\$3,010.00
3.1.9:	Public Infrastructure Recommendations	n/a

Phase 3 Draft Comprehensive Plan Components Subtotal: **\$22,332.50**

Phase 3 Community Engagement

Task 3.2:	Phase 3 Community Engagement Activities:	
3.2.1:	Business Owners' Focus Group Meeting #2	\$350.00
3.2.1:	Steering Committee Meeting #3 Presentation Materials	\$3,310.00
3.2.2:	Steering Committee Meeting #3 – Draft Comprehensive Plan	\$1,907.50
3.2.3:	Public Workshop #2 Presentation Materials	\$1,645.00
3.2.4:	Public Workshop #2 – Draft Comprehensive Plan	\$2,040.00

Phase 3 Community Engagement Subtotal: **\$9,252.50**

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Phase 4: Final Comprehensive Plan and Adoption Activities \$30,375.00

Phase 4 Technical Tasks (Final Comprehensive Plan)

Task 4.1:	Final Comprehensive Plan Components	
4.1.1:	Final Community Vision Statement, Goals and Objectives	\$100.00
4.1.2:	Final Comprehensive Plan Strategies	\$600.00
4.1.3:	Final Housing Strategy	\$1,390.00
4.1.4:	Final Economic and Workforce Development Strategies	(Priced in Article II)
4.1.5:	Final Community Place Types and Future Land Use Plan	\$1,870.00
4.1.6:	Final Transportation Recommendations	\$4,650.00
4.1.7:	Final Parks and Recreation Recommendations	\$700.00
4.1.8:	Final Public Infrastructure Recommendations	n/a
Task 4.2:	Implementation Priorities and Governmental Strategic Plan	\$2,570.00
Task 4.3:	Final Comprehensive Plan Document Deliverable	\$12,940.00
Phase 4 Final Comprehensive Plan Subtotal:		\$24,820.00

Phase 4 Community Engagement

Task 4.4:	Phase 3 Community Engagement Activities:	
4.4.1:	Governmental Strategic Action Plan Workshop	\$830.00
4.4.2:	Final Plan Presentation Materials	\$2,485.00
4.4.3:	Final Public Open House	\$1,190.00
4.4.4:	Planning and Zoning Commission Meeting Presentation (1)	\$350.00
4.4.5:	City Council Meeting Presentation (1)	\$350.00
4.4.6:	Public Hearing Presentation (1)	\$350.00
Phase 4 Community Engagement Subtotal:		\$5,555.00

Article I: Fee Analysis

Article I Technical Tasks Subtotal:	\$70,377.50
Article I Community Engagement Subtotal:	\$34,092.50
Article I Direct Expenses Subtotal:	\$6,500.00
Article I Core Comprehensive Plan Total:	\$110,970.00

Fee Breakdown by Consultant

H3 Studio, Inc.:	\$87,470.00
Lochmueller Group:	\$17,000.00
Direct Expenses:	\$6,500.00

(Please note: All fees and task items for economic development recommendations, inclusive of the workforce development strategy, are presented in Article II.)

Article II: Workforce Development & Economic Development Strategy

Task 1: Demographic and Housing Trends, Projections, and Land Needs

- a. Evaluate population characteristics (trends and projections) of Washington in comparison with surrounding areas and cities spanning the 21st century.
- b. Evaluate housing needs of Washington residents with local and regional comparisons of housing characteristics (e.g., value/rent, age, size, units-in-structure, and affordability).
 - i. Isolate characteristics needed to support and attract Washington’s current and future workforce.
 - ii. Identify “gaps” in housing availability and affordability for all, with emphasis on workforce (see 3.c. below).
- c. Project three scenarios of population and housing growth with related land requirements.

Task 2. Identify Target Industry Sectors for Retention, Expansion, and Attraction in Washington.

- a. Conduct or obtain an inventory of businesses in Washington based on type of business and location.
 - i. Compare the business inventory to county and regional distribution of business types to help in identifying unique and overlapping characteristics of Washington’s businesses.
- b. Evaluate economic sector trends and projections in Washington over time in comparison to Franklin County, state of Missouri, St. Louis metro area, and U.S.A.
 - i. Business types/NAICS codes
 - ii. Employment
 - iii. Contributions by sector to personal income and gross domestic product
- c. Define strengths, weaknesses, opportunities, and threats of Washington’s economy in the context of county, state, metro, and national trends, and forces.
- d. Identify and evaluate sector growth targets of the state and metro area.
 - i. Sectors defined by relevant regional economic development strategic plans.

- ii. Sectors that best support targeted sectors, including multiplier and value-added effects.
- iii. Compare to Washington's trends and economic characteristics to identify opportunities for Washington within the context of regional strengths.
- e. Project three scenarios of economic development growth with related land and building space requirements.
- f. Conduct two (2) Business Owners' Focus Group Meetings.
- g. Conduct seven (7) economic development stakeholder meetings.

Task 3. Downtown Washington Specific Opportunities

- a. Conduct or obtain a survey of downtown businesses by type of business and geographic location.
- b. Evaluate the downtown business mix and juxtapositioning to maximize economic benefits to support local shopping, dining, and entertainment demand as well as to support attraction and expansion of tourism.
- c. Recommend appropriate additions and relocations of businesses to achieve maximum impact.

Task 4. Evaluate and Project the Washington Area Labor Force

- a. Analyze educational attainment, age, occupational skills, wages, commuting, and other relevant data to create profiles of the available labor force.
- b. Evaluate projections of occupations (net growth over time plus annual job openings) in Missouri and the metro area, and applicability to Washington.
- c. Create a profile of the resident labor force of Washington, regardless of where they are employed, including population/labor force growth scenarios.
- d. Create a profile people employed in Washington, regardless of where they reside.
 - i. Evaluate affordability of housing in the city for workforce employed in the city.
 - ii. Identify opportunities for housing development to support workforce employed in the city.
- e. Create a profile of the surrounding labor force area (within 30-minute commute) that might support future economic and housing development opportunities in Washington.

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Task 5: Economic and Workforce Development Strategies for Washington's Economic

- a. Call out industry sectors that can contribute to growth, strength, and economic diversity in Washington.
- b. Project land and building space needs of growth sectors to aid in land use planning.
- c. Identify future labor force characteristics necessary to achieve growth, strength, and economic diversity in Washington.
- d. Project population growth and housing needs to support potential growth and diversity in the Washington economy, including land needs.
- e. Empower and guide the existing labor force to upgrade education, skills, and occupations that will lead to higher productivity, personal income, and prosperity in Washington.
- f. Describe available tools, techniques, and incentives to achieve the above and the outcomes that can be expected.
 - i. Describe how they work, procedures for implementation, and conditions for their use.
 - ii. Quantitatively project economic and municipal fiscal impacts of realistic, if presently hypothetical, application of these tools, techniques, and incentives.

PRIMARY SOURCES OF DATA AND INFORMATION

1. U.S. Bureau of Economic Analysis (BEA) for economic sector employment, income, and contributions to GDP (county, metro, state, and national levels).
2. U.S. BEA for economic impact multipliers and sector-to-sector value additions to identify industries in Washington that most benefit from, or best contribute to, regional economic growth.
3. U.S. Bureau of Labor Statistics (BLS) for national labor market and occupational trends and projections.
4. Missouri Economic Research and Information Center (MERIC) for state, metro, and local sector, and labor market conditions (including average wages) and projections.
5. U.S. Census Bureau for Washington sector and labor market profiles, including commuting patterns.
6. U.S. Census Bureau for local demographics on the labor force.
7. U.S. Census Bureau for population and related projections at the national level.
8. Greater St. Louis Inc. for monthly employment summaries at the county and metropolitan levels.
9. Greater St. Louis Inc. STL2030 Jobs Plan for target industry analysis and metropolitan policies toward economic development.
10. Missouri Department of Economic Development and Greater St. Louis Inc. for state-enabled programs to promote economic development and work force growth.
11. Missouri Main Street Connection and National Historic Main Street studies.
12. Local real estate brokerages and development firms for relevant space availability, vacancy rates, and rents/pricing for economic development facilities.
13. Expert, stakeholder, and community input from formal and informal meetings.
14. Other relevant sources as they are recommended or arise.

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Article II: Workforce Development & Economic Development Fee Proposal

Task 1. Demographics and Housing Analysis	\$3,000.00
Task 2. Economic Trends and Target Industries Opportunities	\$9,375.00
Task 3. Downtown Economic Development Opportunities	\$2,400.00
Task 4. Labor Force Analysis	\$4,500.00
Task 5. Economic and Workforce Development Strategies	\$2,700.00
Three (3) Comprehensive Plan Steering Committee Meetings	\$675.00

Article II Labor Fee Subtotal: \$22,650.00

Article II Direct Expenses Subtotal: \$500.00

Article II Workforce Development & Economic Development Total: \$23,150.00

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT WITH H3 STUDIO AND THE CITY OF
WASHINGTON, MISSOURI

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute a Professional Services Agreement by and between the City of Washington, Missouri and H3 Studio, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall take effect and be in full force from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

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PROFESSIONAL SERVICES AGREEMENT

to develop

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**THE CITY OF WASHINGTON
COMPREHENSIVE PLAN UPDATE**

for

20

THE CITY OF WASHINGTON, MISSOURI

March 29, 2022

25

PROFESSIONAL SERVICES AGREEMENT

between the

CITY OF WASHINGTON, MISSOURI

and

H3 STUDIO, INC.

This PROFESSIONAL SERVICES AGREEMENT (“Agreement” or “Contract”) is made this _____ day of _____, 2022, by and between the CITY OF WASHINGTON, MISSOURI, a Municipal Corporation (“Client”) and H3 STUDIO INC., a Missouri Corporation, (Federal ID No. 43-1864805) (“H3 Studio” and/or “Consultant”; together the “parties”).

As provided in this Contract on behalf of the Client, the Consultant will provide professional services necessary for the creation of a Comprehensive Plan Update (“the Project”).

The Client and Consultant, for mutual consideration, the sufficiency of which is acknowledged, and under the terms and conditions hereinafter set forth, do agree as follows:

SECTION 1. SCOPE OF SERVICES TO BE PERFORMED

Upon request of the Client, the Consultant agrees to provide professional planning and other services required to develop substantial update to the City of Washington’s Comprehensive Plan. The services provided by the Consultant under this contract shall consist of only those matters detailed in this contract or requested in writing by and through Sal Maniaci, AICP; Community and Economic Development Director, acting on behalf of the Client as the Client Representative.

H3 Studio Inc. will provide the “Basic Services” described in the attached SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES. Each Phase will be approved and accepted by the Client Representative, in writing, upon completion of such Task Groups The Basic Services authorized by the Client shall be paid for by Client as provided below.

SECTION 2. PROJECT MANAGEMENT AND SCHEDULE

70 The services of the consultant are to commence two (2) weeks after receipt of the signed contract and/or after the provision of the necessary information to create the base maps whichever is later, and shall be for the duration of the project, based upon the project schedule to be developed by mutual consent. The actual and agreed upon detailed project schedule will be confirmed by the Client Representative at the Client / Project Team Kick-off Meeting.

75 The term of the Contract shall be 18 (eighteen) months, or upon completion of the project, whichever is first. The project shall be deemed complete when the Client has accepted all work products and has paid in full the Consultant's final. Extensions to this Contract may be provided by mutual written consent of the parties.

80 **SECTION 3. COMPENSATION**

(a) The work outlined in the SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES will be completed for the lump sum of \$ __, __. __ (_____ Dollars and _____ Cents) for Labor and Direct Expenses.

85 (b) For the work outlined in the SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES, including any work approved for subcontracting, the Client will pay and the Consultant agrees to accept payments on a monthly basis upon submittal of necessary and approved invoices by the client's project manager.

90 (c) Work products and deliverables prepared according to SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES shall be provided to the Client in electronic format (*.pdf and *.docx, or another appropriate file format).

95 (d) "Direct Expenses" shall include actual expenditures made by H3 Studio Inc. and sub-consultants for items required by the work outlined in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES. Additional Direct Expenses may only be incurred subject to the prior written approval of the Client for items such as the following:

100 (i) Printing, plotting, and copying of drawings, reports, and other documents prepared in connection with the services of H3 Studio Inc. under this Contract beyond that which is contained in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES;

105 (ii) Travel, and related expenses incurred to execute the services of H3 Studio under this Contract, in addition to those specified in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES and/or as listed in SCHEDULE II: FEE SCHEDULE, as approved in advance by the Client;

110 (iii) Commercially-purchased photographic products required in order to complete the project, in addition to those specified in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES and/or as approved in advance by the Client;

Exhibit A

(iv) Additional renderings and/or models in addition to those specified in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES, as approved in advance by the Client;

115 (v) Special models, perspectives, or other promotional materials in addition to those specified SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES, as approved in advance by the Client; and

120 (vi) Fees and expenses of special consultants in addition to those specified in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES and/or listed in SCHEDULE II: FEE SCHEDULE, as approved in advance by the Client.

SECTION 4. METHOD OF PAYMENT

125 (a) Invoices shall be submitted by H3 Studio based upon Phase of work completed, or portion of Phase of work completed, as detailed in SCHEDULE II: FEE SCHEDULE. H3 Studio shall submit no more than one (1) invoice per calendar month.

130 (b) Client shall notify H3 Studio Inc., in writing, of any and all objections, if any, to an invoice within ten (10) days of receipt of the date of invoice. Otherwise, the Client shall deem the invoice proper and acceptable. Amounts indicated on invoices are due and payable within thirty (30) days of receipt.

135 (c) Following completion of all contracted services, H3 Studio shall submit a final invoice for all remaining fees, as detailed in SCHEDULE II: FEE SCHEDULE, not yet invoiced. The final invoice shall be clearly marked "FINAL INVOICE".

SECTION 5. CLIENT'S RESPONSIBILITY

140 (a) The Client agrees to provide full, reliable information regarding the requirements for the Project and, at its expense, shall furnish the information, surveys, and reports, as necessary.

145 (b) The Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by the Client for the performance of H3 Studio's work.

150 (c) The Client shall designate a Project Representative authorized to act on behalf of the Client with respect to this Contract and agrees to render any decisions promptly to avoid unreasonable delay to the Project and the performance of H3 Studio Inc.'s work.

155 (d) The Client agrees to arrange all necessary client, task force, stakeholder and community meetings and venues as detailed in SCHEDULE II: SCOPE OF PROFESSIONAL SERVICES, and complete all necessary duplication of documents and other materials for client, stakeholder, and community meetings as well as all reports and other materials necessary for the project beyond that which is stipulated in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES.

SECTION 6. TERMINATION

160 Either Client or H3 Studio Inc. may terminate this Contract by giving written notice at least
thirty (30) days prior to the date of termination. In the event of such termination unless for cause,
the Client shall pay H3 Studio Inc. for Services and Reimbursable Expenses performed or
165 incurred prior to the termination. No party shall have a claim of damages for loss of profit in the
event of termination hereunder. Neither party shall be relieved of liability for damages sustained
as a result of breach of this Contract. The right to terminate hereunder shall be in addition to and
without prejudice to any other right or remedy.

SECTION 7. DISPUTE RESOLUTION

170 The parties of this Contract support and shall use alternative dispute resolution as the preferred
method for resolving conflicts arising in connection with this Contract in accordance with the
parameters set forth in this paragraph. The parties hereto agree that any and all claims,
controversies or disputes arising from or related to this Contract, including, but not limited to
175 those claims, controversies or disputes pertaining to the formation, construction, performance,
applicability, interpretation, enforceability or breach of this Contract or any assertion that all or
part of this Contract is void or voidable, shall be settled by mediation and, if necessary, binding
arbitration, as set forth herein. The parties agree that, as a pre-condition to binding arbitration,
the parties shall be required to mediate, in good faith, but on a non-binding basis, the issue or
issues through the use of an agreed upon lawyer mediator.

180 If the parties are unable to resolve the issue or issues through mediation, the parties agree to
proceed with binding arbitration. The parties shall agree whether to engage a one person or a 3-
person arbitration panel and shall agree upon the identity of the arbitrator(s). If the parties cannot
agree on the identity of the arbitrator(s), the rules of the American Arbitration Association shall
185 be followed for the appointment of arbitrator(s). For purposes of arbitration, the laws of the State
of Missouri shall apply and the venue for both mediation and any arbitration shall be the City of
Saint Louis, Missouri.

190 If all the parties to a dispute agree in writing to submit their dispute to any forum for arbitration,
conciliation, or mediation, then no person who serves as arbitrator, conciliator, or mediator, nor
any agent or employee of that person, shall be subpoenaed or otherwise compelled to disclose
any matter disclosed in the process of setting up or conducting the arbitration, conciliation, or
mediation.

195

SECTION 8. WORK PRODUCTS

Any documentation prepared or provided by H3 Studio Inc. hereunder shall be the property of the Client and are prepared for this Project only, but may be used by H3 Studio Inc. for purposes of illustrating the scope and nature of project involvement to others. H3 Studio Inc. shall provide Client with a reproducible electronic set of work products for its records. H3 Studio Inc. will not be held liable or responsible on any account by the client, if the client uses said documentation for projects outside of this project as defined by this contract.

SECTION 9. LIMITATION OF LIABILITY

Client agrees that H3 Studio Inc.'s liability for damage on account of any act, error, omission or other professional negligence to the Client shall be limited to the amount paid by Client hereunder for H3 Studio Inc.'s fees for Basic Services.

SECTION 10. NOTICE

Any notice required or permitted under the terms of this Contract shall be deemed to have been duly served when personally delivered or delivered by registered or certified mail, return receipt requested and addressed as follows:

If to the Client: City of Washington
Attention: Sal Maniaci, AICP; Community and Economic
Development Director
405 Jefferson Street
Washington, MO 63090
[p] (636) 390-1004
[e] smaniaci@washmo.gov

If to the Consultant: H3 Studio Inc.
Attention: John Hoal, Ph.D.; Founding Principal
4395 Laclede Avenue
St. Louis, MO 63108
[p] (314) 531-8000
[e] hoal@h3studio.com

or at such other address as either party may specify, in writing, from time to time.

All notices shall be deemed to have been received on the date delivered in the case of personal delivery or on the next business day subsequent to the date of the U.S. Government postmark in the case of delivery by registered or certified mail.

SECTION 11. INSURANCE REQUIREMENTS

Consultant shall maintain the following levels of insurance for the duration of the Agreement:

Exhibit A

- (a) General Liability with minimum of limits of \$1,000,000.00 (One million Dollars and no Cents) per occurrence and \$2,000,000.00 (Two million Dollars and no Cents) in aggregate
- 245 (b) Professional Liability with minimum of limits of \$1,000,000.00 (One million Dollars and no Cents) per occurrence and annual aggregate
- (c) Worker's Compensation with minimum limits as required by Missouri Law

250 **SECTION 12. INDEPENDENT CONTRACTOR**

It is expressly agreed that Consultant is acting as an independent contractor with regard to the activities and services specified herein. The Client shall carry no workers' compensation insurance, health, and/or accident insurance to cover Consultant for any type of loss which might result to Consultant in connection with the performance of the activities and services set forth in this Contract. The Client shall not pay any contribution to Social Security, unemployment insurance, federal or state withholdings taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that Consultant is not an employee of the Client.

260 **SECTION 13. MISCELLENEOUS**

- 265 (a) Client and H3 Studio Inc. each bind itself and its successors to this Contract. Neither Client nor H3 Studio Inc. shall assign or transfer its interest in this Contract without the written consent of the other.
- (b) This Professional Services Contract constitutes the entire agreement between the parties with respect to the subject hereof and neither has been induced to make or enter into this Contract by reason of any oral or written agreement or representation other than as contained herein.
- 270 (c) This Professional Services Contract may be modified or changed only by a written amendment that is signed by both the Client and H3 Studio Inc.
- 275 (d) The laws of the State of Missouri shall govern the interpretation and enforcement of this Professional Services Contract.
- (e) Any individual who signs this Professional Services Contract on behalf of Client or H3 Studio Inc., represents, promises, and guarantees, that he or she is fully authorized to execute this Contract on behalf of his, or her employer or company.
- 280 (f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

2A

Exhibit A

(SIGNATURE PAGE FOLLOWS)

Exhibit A

In witness whereof, the parties hereto have caused this Contract for Professional Services to be executed as of the day and year first above written.

290

ATTEST: _____

295

(Print Name/Title) _____

300

Client: City of Washington, Missouri

Address: 405 Jefferson Street
Washington, MO 63090

305

By: _____

(Print Name/Title) _____

310

Date: _____

315

Consultant: H3 Studio, Inc.

Address: 4395 Laclede Avenue
St. Louis, MO 63108

320

By: _____

(Print Name/Title) _____

325

Date: _____

**SCHEDULE I:
SCOPE OF PROFESSIONAL SERVICES**
For the City of Washington Comprehensive Plan Update

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{Final Scope of Professional Services to be Inserted Here}

**SCHEDULE II:
FEE SCHEDULE**

For the City of Washington Comprehensive Plan Update

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{Final Fee Schedule to be Inserted Here}



March 23, 2022

Honorable Mayor and City Council
405 Jefferson Street
Washington, MO 63090

RE: High Street Reconstruction and ADA Improvements Project, STP-4940(608)

Dear Mayor and City Council Members:

Find enclosed a programming agreement between the City and MoDOT for the High Street Reconstruction and ADA Improvements Project. These improvements between Fifth Street and Front Street would consist of:

- 2" asphalt overlay
- Sidewalk and curb and gutter replacement including ADA accessibility upgrades from Fifth Street to Front Street

The cost estimate for construction is \$1,018,750. The total project costs including design, right of way acquisition, construction oversight and construction are \$1,193,750. The federal participation for the entire project will be \$955,000 and the City's share will be \$238,750. The current schedule is for construction in 2025. This ordinance is contingent upon MoDOT approval which is anticipated subsequent to City approval.

Respectfully Submitted,

Andrea F. Lueken

Andrea F. Lueken, P.E.
Assistant City Engineer

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN STP-URBAN PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE HIGH STREET RECONSTRUCTION AND ADA IMPROVEMENTS PROJECT STP-4940(608)

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an STP-Urban Program Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission for the High Street Reconstruction and ADA Improvements Project STP-4940(608). A copy of this agreement is attached hereto, and is marked "Exhibit A". Said execution is subject to approval by MoDOT.

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute said agreement, and to do all things necessary by the terms of said agreement.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall take effect and be in full force from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

"Exhibit A"

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP-4940(608)
Award Year: 2023
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Washington, Franklin County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-4940(608) involves:

Resurfacing, remove and replace curb and gutter and upgrade sidewalk.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-4940(608) by the Commission is within the city limits of Washington, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

High Street from Fifth Street to Front Street

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All

obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States

Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$955,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs

associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-4940(608) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice

shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's St. Louis District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
405 Jefferson
Washington, MO 63090

- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating 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 and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the

City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF WASHINGTON

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

By _____

Commission Counsel

Title _____

Ordinance No: _____

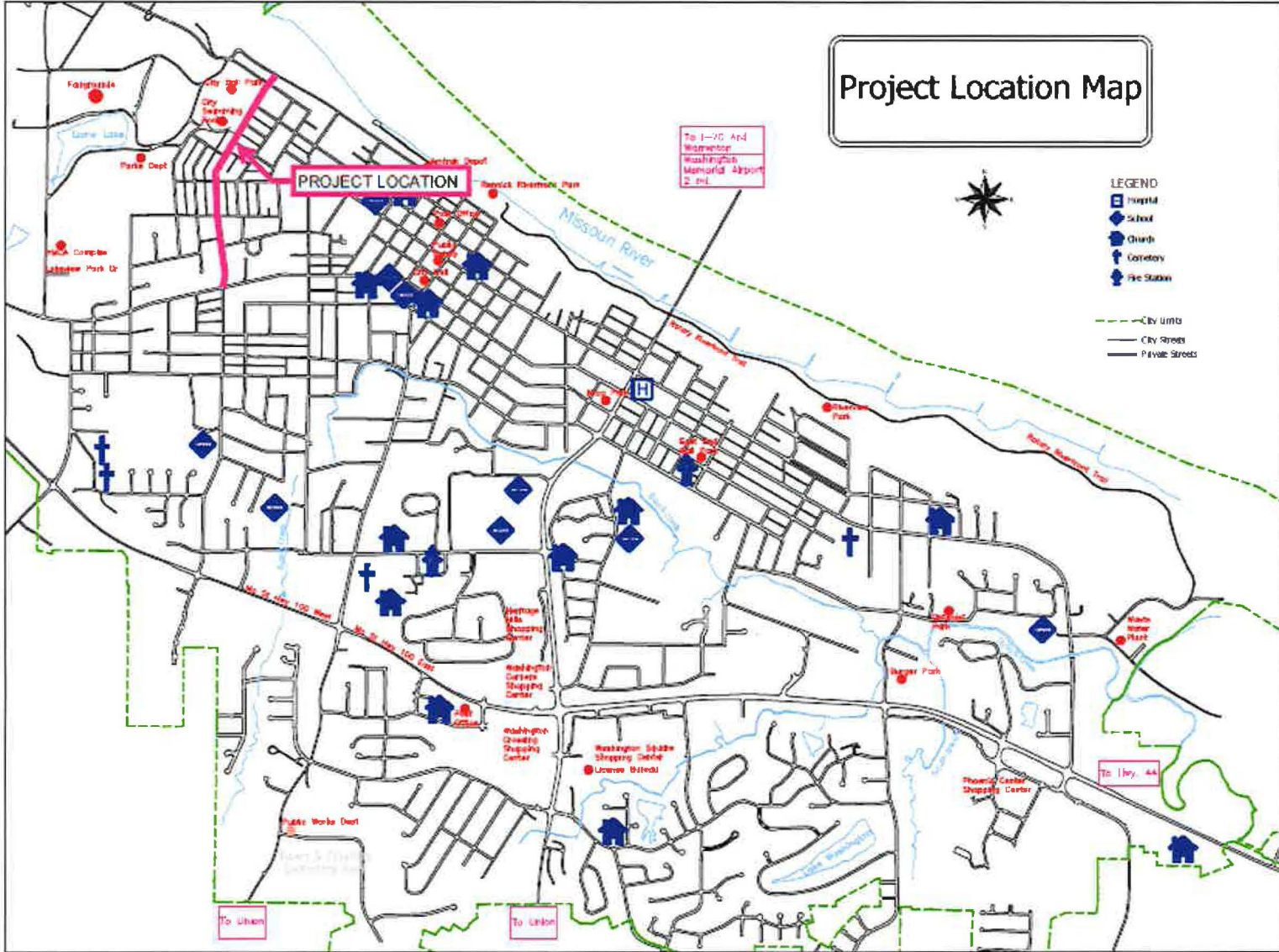


Exhibit A - Location of Project

Exhibit B – Project Schedule

Project Description: STP-4940(608) High Street

PROJECT DEVELOPMENT SCHEDULE			
Note: many stages can occur concurrently.			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2021	10/2021	1
Execute agreement (project sponsor and DOT)	02/2022	04/2022	3
Engineering services contract submitted and approved*	06/2022	09/2022	4
Obtain environmental clearances (106, CE2, T&E, etc.)	10/2022	05/2023	8
Public meeting/hearing	01/2023	01/2023	1
Develop and submit preliminary plans	11/2022	03/2023	5
Preliminary plans approved	03/2023	06/2023	4
Develop and submit right-of-way plans	03/2023	07/2023	5
Review and approval of right-of-way plans	07/2023	09/2023	3
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	11/2023	12/2023	2
Right-of-way acquisition	01/2024	08/2024	8
Utility coordination	05/2023	07/2024	15
Develop and submit PS&E	05/2024	08/2024	4
District approval of PS&E/advertise for bids*	08/2024	10/2024	3
Submit and receive bids for review and approval	11/2024	01/2025	3
Project implementation/construction	03/2025	07/2025	5
* Finish date must match fiscal year for each milestone shown in bold text.			

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall contain the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier 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 first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier 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.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) 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.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) 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;

(3) 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 (a)(2) of this certification; and

(4) 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. 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.

c. 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 by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier 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 with which this transaction originated.

f. 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 exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

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 participating in covered transactions 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.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



March 24, 2022

Honorable Mayor and City Council
City of Washington
Washington, MO 63090

**RE: High Street Extension to Marquart Farm
Design Contract**

Dear Mayor and City Council Members:

Find enclosed an ordinance that would allow the City to enter into a contract with Wunderlich Surveying & Engineering, Inc. for engineering services for the subject project. This project includes extending High Street to the Marquart Farm and constructing a new box culvert. This includes the scope of work approved at the March 21st City Council meeting as part of the development agreement with the property owner.

The contract proposes the following compensation amounts:

DESIGN costs \$23,750

Also included in the ordinance is a budget amendment for FY 2022 for the above referenced project. Construction could start this summer. Once we have design documents to better estimate the costs, we are required to come back to you to vote on a budget amendment to construct.

Approval is recommended.

Sincerely,


John Nilges, P.E.
Public Works Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ACCEPT THE PROPOSAL WITH WUNDERLICH SURVEYING AND ENGINEERING, INC. FOR ENGINEERING DESIGN SERVICES FOR THE HIGH STREET EXTENSION PROJECT AND AMEND THE 2022 BUDGET

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to accept the proposal with Wunderlich Surveying and Engineering, Inc. for Professional Services associated with the High Street Extension Project in the City of Washington, Missouri. A copy of the proposal is attached and is marked as Exhibit A.

SECTION 2: This ordinance shall amend the 2022 Budget as follows: **Transportation Sales Tax Fund 261** -- Increase of \$25,000 for High Street Extension Project - Design (261-18-000-541100 Improvements other than Buildings).

SECTION 3: The Mayor and City Clerk are hereby authorized and directed to execute said contract, and to do all things necessary by the terms of said contract.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall take effect and be in full force from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



WUNDERLICH SURVEYING & ENGINEERING, INC.

20 S. CHURCH STREET • SUITE 20 • UNION, MO 63084

(636) 583-8400 Fax: (636) 583-1810

March 15, 2022

RE: High Street extension project

City of Washington
c/o John Nilges
405 Jefferson Street
Washington, MO 63090

Dear Mr. Nilges:

I have put together a proposal for the High Street extension project. This project has been discussed with the city staff and the developer to develop a plan to extend High Street and the required utilities.

This project can be split into phases

- 1.) Preliminary Design and Analysis.
 - a. WSE will complete topo and work with the city to determine preliminary route. The vertical and horizontal alignment will be determined and agreed upon.
- 2.) Permit set of plans and analysis.
 - a. A permit set of plans will be completed. The HEC-RAS analysis will be completed and all of the storm sewer and utilities sized. Plans will be submitted to City for approval.
- 3.) Permitting through all agencies.
 - a. With the approval of the permit set of plans, WSE will apply for permits through all required entities.
- 4.) Construction set of plans.
 - a. After all permits have been received a construction set of plans will be submitted to the City for approval. After the city accepts the plans, they will be approved for construction.

Construction inspection and testing not provided in this proposal.

This proposal is to include:

- Topographic Survey to be completed of street extension area
- Street horizontal and vertical alignment to be approved by the City
- Storm water analysis for storm sewer in the street
- Box culvert design for flow and loading conditions
- HEC-RAS analysis to determine floodplain parameters
- Utility Design to include water and sanitary sewer per the City

- MoDNR permitting for Land Disturbance
- Corps of Engineers nationwide permit for linear stream crossing
- MoDNR permitting for waterline extension
- MoDNR permitting for sewer line extension
- Floodplain development permit
- No rise certification

This proposal is for phases 1-4 to be completed one time. If any phase has to be completed multiple times the fee will change. WSE will complete phases 1-4 as described above for a fee not to exceed \$23,750

All permit fees shall be paid by the owner.

Again, thank you for contacting our office and as always, it is a pleasure doing business with you. If you have any questions, please do not hesitate to contact our office at (636) 583-8400.

Sincerely,

WUNDERLICH SURVEYING & ENGINEERING, INC.



Cameron Lueken,
President, Wunderlich Surveying and Engineering, Inc.

If you find this proposal acceptable, please sign and date below and return the signed document to our office at your earliest convenience.

Signature

Date



March 23, 2022

Honorable Mayor and City Council
City of Washington
Washington, MO 63090

RE: Lions Lake Walking Path Improvements

Dear Mayor and City Council Members:

Wayne, Darren, and I met to discuss fairground improvements for the upcoming 2022 Fair. We determined that replacing the Lions Lake walking path could be a very viable project that benefits the Fair and is utilized within the park system every day. The path is increasingly in disrepair with multiple trip hazards. It would also compliment the other approved park path work to be completed this spring.

Per the agreement with the Chamber, the approximate remaining balance from the 2021 Fair revenue to the City is \$32,000.00. That amount is the only direct revenue source the City receives and historically, the City has reinvested that money back into the park system or communications.

On March 11, 2022 the City received a winning low bid from K.J. Unnerstall Construction Co. for the Busch Creek Greenway with a sidewalk unit cost of \$6.60/sf. We would like to contract direct with K.J. Unnerstall Construction Co. utilizing the same unit cost bid as recently provided.

In order to proceed quickly, we are requesting that you accept the proposal to pour an 8' concrete ADA compliant walking path on the dam of Lion's Lake. City staff will take care of removals and backfill. The amount of \$31,680 will be offset by the fair revenue as discussed above.

This project could be completed in April, and we are anticipating the path to be closed 2 weeks while the work is complete.

Respectfully submitted,

John Nilges, P.E.
Public Works Director

Wayne Dunker
Parks Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ACCEPT THE PROPOSAL WITH K.J. UNNERSTALL CONSTRUCTION CO. FOR THE 2022 LIONS LAKE WALKING PATH IMPROVEMENTS PROJECT AND AMEND THE 2022 BUDGET

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to accept the proposal from K.J. Unnerstall Construction Co. for the 2022 Lions Lake Walking Path Improvements Project and to proceed with completing the project in the City of Washington, Missouri. A copy of the proposal is attached and is marked as Exhibit A.

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute said proposal, and to do all things necessary by the terms of said proposal.

SECTION 3: This ordinance shall amend the 2022 Budget as follows:

General Fund:

Increase 001-21-000-541100 Improvements Other than Buildings	\$32,000
Increase 001-11-000-450900 Revenue-All Other	\$32,000

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall take effect and be in full force from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



4923 South Point Road ♦ Washington, MO 63090
636.239.2028 P ♦ F 636.239.2002

Job Proposal

March 22, 2022

John Nilges
City Engineer
City of Washington MO

Project: Lions Lake Sidewalk
Project Location: Washington, MO 63090

K.J. Unnerstall Construction Co is pleased to provide you with our scope proposal to perform the task required for the project listed above. The following is a breakout of our scope with the cost for each of the break outs.

Concrete Sidewalk ----- \$31,680.00

- Approx. 4,800 SF (8' X 600') @ \$6.60/SF
- 4" Non-Reinforce Concrete (4000 PSI)
- 6" Rock Included
- Road Fabric
- Broom Finish Concrete

-No Backfilling or restoration in Bid-

Total Base Bid Amount: \$31,680.00

Alternate to Proposal

Asphalt Demo ----- add \$7,000.00

- KJU to demo existing Asphalt and haul material to clean fill site behind City of Washington Parks Department.

General Notes:

- KJU to buggy all concrete on dam
- Backfill to be by City
- Any testing to be by City
- KJU to pour trail to follow ADA standards for cross slope and running slope only
- Any ADA signage/Striping to be by the city
- **This price is firm if accepted within 30 days of above date**

Thank you for this bid opportunity!

Sincerely,

Michael W. McKernan
Michael McKernan EIT
Concrete Estimator/Manager
Email: michaelm@kjuinc.com
Cell: (573)-576-9133

Acceptance: Sign & Print Name

Date: _____

I have read and understand the information regarding my concrete flatwork quote and industry

Fairgrounds / Lions Lake Walkway

Remove / Replace with Concrete



Washington Lions Lake

Veterans Dr



March 21, 2022

Honorable Mayor and City Council
City of Washington
405 Jefferson Street
Washington, MO 63090

RE: POW - MIA City Recognition

Honorable Mayor and City Council,

With the help of Terry Sullentrup and other VFW members, the City of Washington became recognized as a POW – MIA City through the Jefferson Barracks POW- MIA Museum Board of Directors on September 17, 2020. With that recognition, MoDOT allows the City to display the proper POW-MIA signage at the entrances to the City. The Street Department has purchased four new signs (in addition to the free one we received from the VFW in September 2020). The signs are ready for installation by MoDOT at the five entrances to the City.

Please note the POW-MIA City recognition is different from the POW-MIA County signage that is currently already in place at some of the entrances to the City. The POW-MIA County signs are only displayed at entrances to the City from other counties (i.e. Highway 47 bridge coming into Washington from Warren County).

As always, if you have any questions or would like additional information, please see me before the Council meeting.

Respectfully,

Wayne Dunker

Wayne Dunker, MA, CPRP
Director of Parks and Recreation

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF ROLES AND RESPONSIBILITIES FOR SIGNING INSTALLED AND MAINTAINED BY APPLICANT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute a Roles and Responsibilities for Signing Installed and Maintained by Applicant by and between the City of Washington, Missouri and Missouri Highways and Transportation Commission, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

Approved: 10/21 (GH)
Revised:
Modified:

MoDOT District: (St Louis)
MoDOT Document Administrator: (Yan Gluzman)

**ROLES AND RESPONSIBILITIES FOR SIGNING
INSTALLED AND MAINTAINED BY APPLICANT**

The ROLES AND RESPONSIBILITIES document is considered a supplement to the permit issued by Commission's District Engineer and will be kept by Commission as a record of approval for the sign(s) installation and Applicant's understanding and acceptance of the terms for the installation.

The **City of Washington in Franklin County** making this request is hereafter referred to as "Applicant".

The applicant requests approval from the Commission to install and maintain certain signs further described below in Franklin County, Missouri on route(s) MO 100 EB, MM 100 WB, MO 47 SB, MO 47 NB, Rt A NB in the general vicinity of Washington City Limits.

(1) LOCATION AND DISPLAY: Commission hereby authorizes Applicant to install and maintain the following sign(s):

Community Awareness Sign(s)

- Storm Ready Community Sign(s)
- Disaster Resistant Community Sign(s)
- Missouri Community Betterment Sign(s)
- Tree City USA Sign(s)
- National Neighborhood Watch Sign(s)
- M.A.D.D. Program Sign(s)
- D.A.R.E. Program Sign(s)
- Purple Heart City/County Sign(s)
- POW-MIA City/County Sign(s)
- Agri-Ready County Sign(s)
- Firewise USA Program Sign(s)

Local Reference Signs *(select appropriate category, MoDOT approved sign legend will be displayed on Exhibit A)*:

- City/County administrative buildings
- City/County emergency services
- City/County parks and rec
- City/County library / museum
- City/County recycling / compost sites
- Post office

(A) The sign(s) design will follow the guidelines and regulations of the Federal *Manual on Uniform Traffic Control Devices* (MUTCD) and Commission's *Signing Manual* for size, color and retroreflectivity. The sign(s) shall read as displayed in Exhibit A.

(B) The sign(s) will be generally located as illustrated in Exhibit B. Commission will approve final location prior to installation.

(2) INSTALLATION: The signs installed per this document shall not be installed on interstate routes and shall not be installed on freeway or expressway segments with a posted speed limit 50 mph or greater. The signs shall be installed on the signposts in accordance with the requirements illustrated in Exhibit C and D. The sign shall be installed on a signpost supplied by Applicant and shall not be attached to Commission's signpost or traffic control devices. The signpost shall be installed in accordance with the requirements for design and installation as illustrated in Exhibit D. Applicant shall provide plans with the specific location details of the sign installation for approval by Commission prior to installation. All costs associated with this installation shall be borne by Applicant.

(3) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used during installation and maintenance shall be in accordance and comply with the latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways or as directed by the District Engineer or his authorized representative

(4) COSTS: If this request is approved, all costs associated with the construction, installation, maintenance, or relocation of the sign(s), including, but not limited to work zone signing and traffic control during construction will be borne entirely by Applicant, with no cost incurred by Commission. In the event Commission incurs any costs in association with the performance of this Document, Applicant shall reimburse Commission for those costs.

(5) MAINTENANCE: Applicant shall maintain signs following the guidelines of the *Federal Manual on Uniform Traffic Control Devices* (MUTCD) and Commission's *Engineering Policy Guide* (EPG) for reflectivity, alignment, and placement. Commission may request maintenance of the signs by Applicant, at Applicant's expense, and Applicant shall promptly comply with Commission's request for maintenance of the signs. Failure by Applicant to complete requested maintenance within 14 calendar days from Commission's request shall be grounds for removal of all signs installed by Applicant. Commission may request Applicant to modify the sign(s) when necessary to comply with changed standards that might be promulgated or adopted at Applicant's cost and Commission may request Applicant to relocate the signs to accommodate the need to install signs Commission, in its sole discretion, deems more appropriate at Applicant's cost. Should Commission make either request, Applicant shall comply with Commission's request within 14 calendar days.

(6) PERMIT FOR INSTALLATION AND MAINTENANCE: Applicant shall secure a permit from Commission's District Engineer for the installation and maintenance of the proposed sign(s) prior to performing any work on Commission Right of Way. Applicant shall comply with any additional requirements placed on the issuance of the permit by the District Engineer.

(7) REMOVAL: Commission may remove the sign(s) without reimbursement for prior costs (installation or maintenance) or its value, if Applicant fails to comply with the provisions stated herein regarding maintenance responsibilities and/or if Commission, in its sole discretion, determines that the removal of the sign(s) is in the best interests of the state highway system. For example, the Commission may determine that a sign is no longer justified under the circumstances present or that a sign must be removed or eliminated as part of a highway or transportation project.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, Applicant shall defend, indemnify and hold harmless Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of Applicant's wrongful or negligent performance of its obligations under this Document.

(B) Applicant is required or will require any contractor procured by Applicant to work under this Document:

(1) To obtain a no cost permit from Commission's district engineer prior to working on Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from Commission's district engineer will not be required for work outside of Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Document constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) NO INTEREST: By placing and maintaining signs on Commission's right of way, Applicant gains no property interest in Commission's right of way. Commission shall not be obligated to keep the sign(s) in place if Commission, in its sole discretion, determines removal or modification of the sign(s) is in the best interests of the state highway system or Commission.

(10) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Document:

- (A) Exhibit A: Sign Display Detail
- (B) Exhibit B: Sign Location Layout
- (C) Exhibit C: Sign Installation Requirements
- (D) Exhibit D: Signpost Installation Requirements

**Sandy Lucy, Mayor
City of Washington**

By: _____

Title: _____

Date: _____

Copies: Applicant
District
Highway Safety and Traffic Division

EXHIBIT A
 Sign Display Detail
Attach and Number Additional Sheets if Necessary

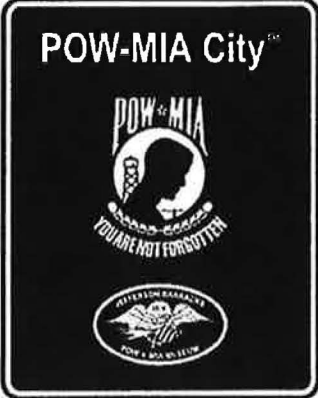
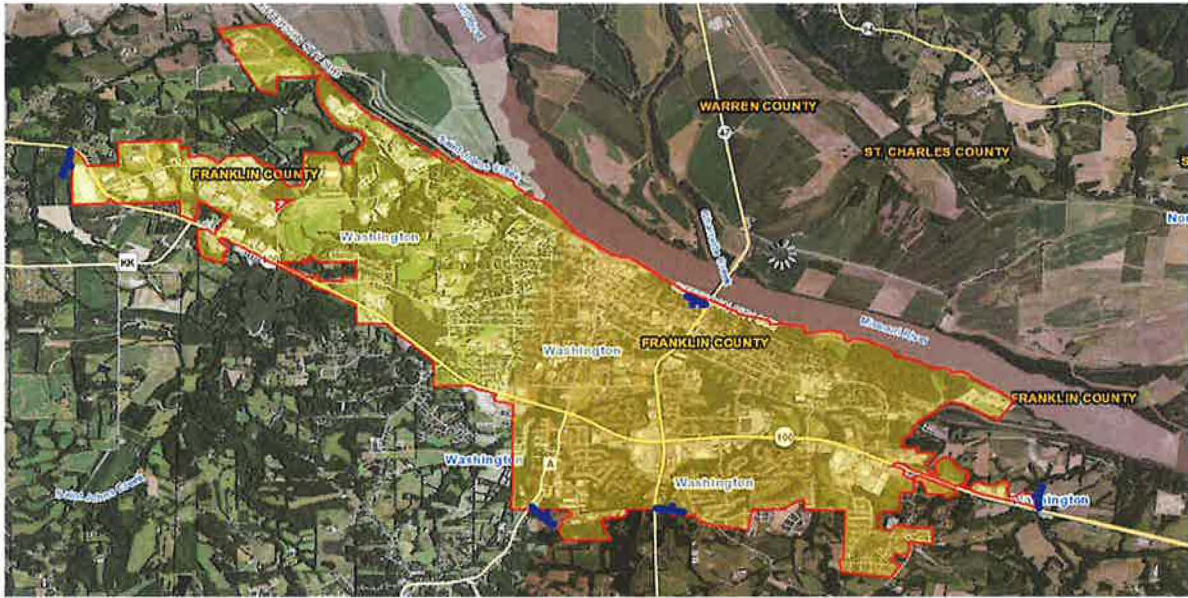
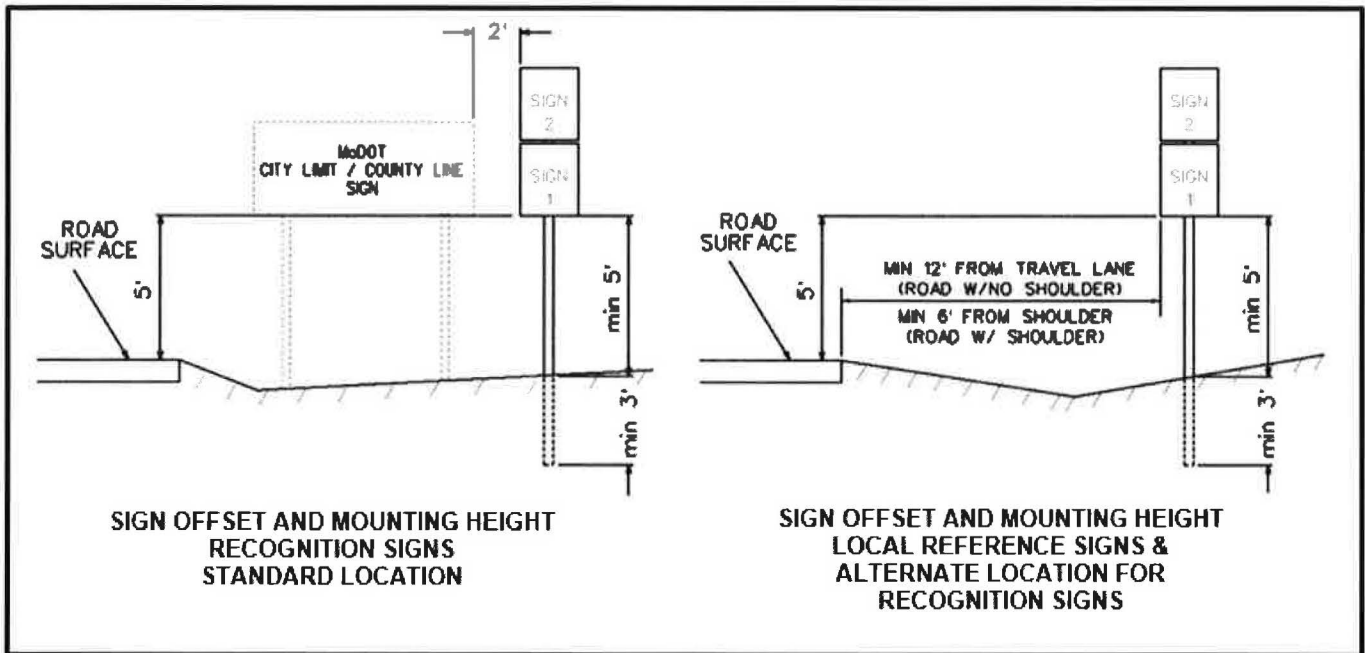
Sign No:	1	Size:	24x30	Quantity:	5	Sign No:	2	Size:		Quantity:	
											
Sign No:	3	Size:		Quantity:		Sign No:	4	Size:		Quantity:	
Sign No:	5	Size:		Quantity:		Sign No:	6	Size:		Quantity:	

EXHIBIT B
Sign Location Layout Map



Sign locations

EXHIBIT C
Sign Installation Requirements



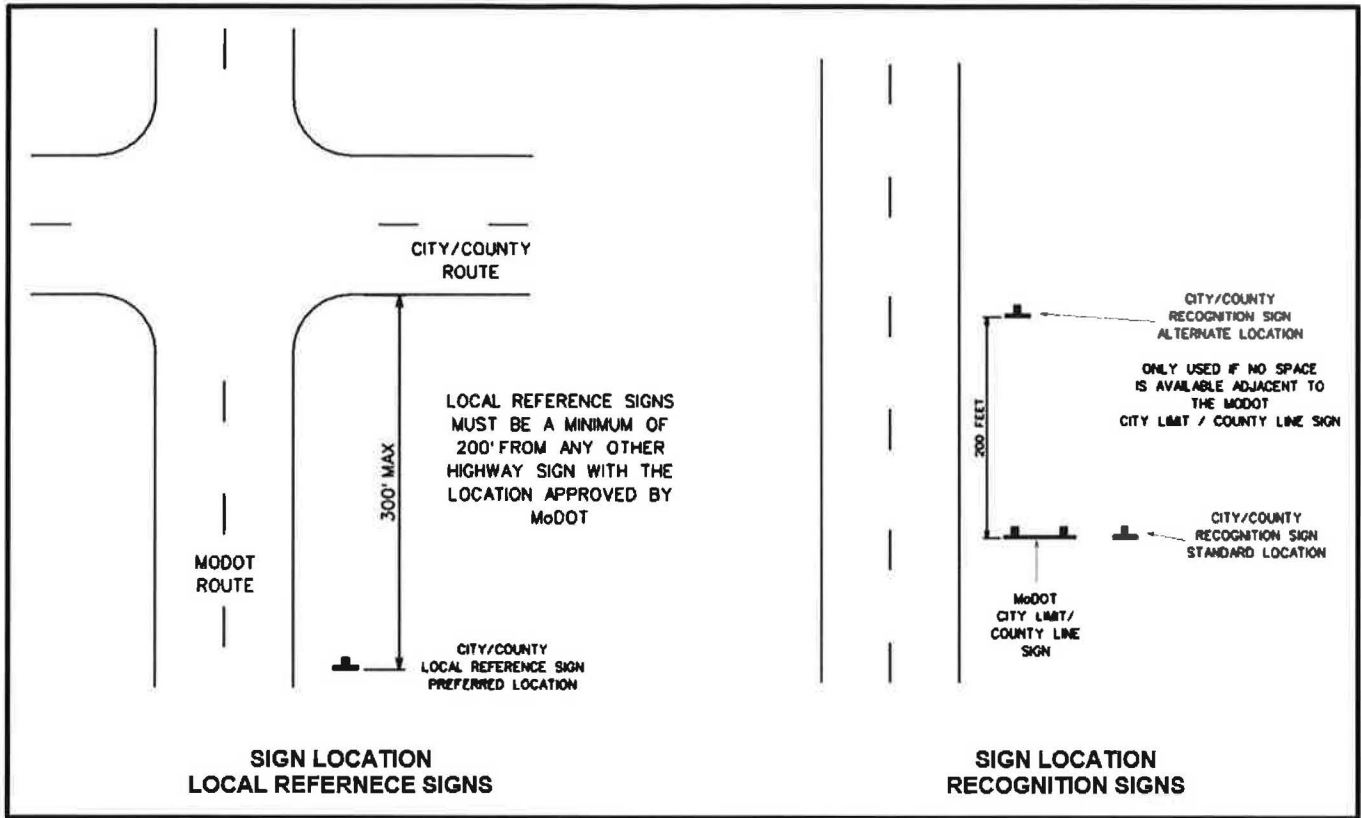
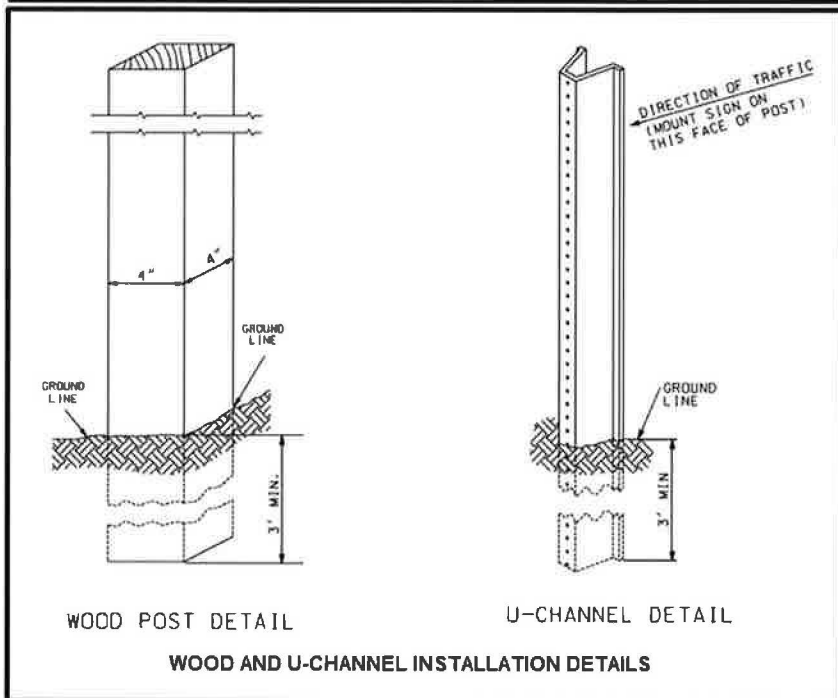
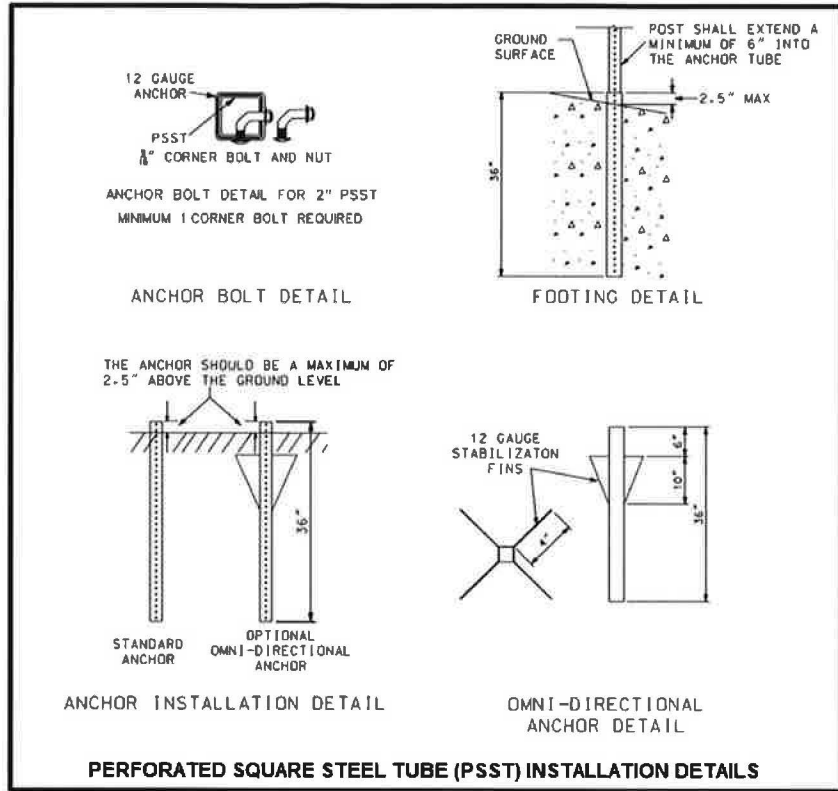


EXHIBIT D Signpost Installation Requirements

Post Type Options:

- One – 3 lb/ft U-Channel Post
- One – 4"x4" Treated Wood Post
- One – 2"x2" Perforated Square Steel Tube (PSST) Post





April 4, 2022

Honorable Mayor and City Council
City of Washington
405 Jefferson Street
Washington, MO 63090

RE: Recommendation – Lease Agreement with Washington Soccer Academy

Honorable Mayor and City Council,

In late fall 2021, Washington Soccer Academy (WSA) approached the City regarding leasing of Lakeview Soccer Fields. Since that time Darren Lamb, Mark Pointek and I have met with WSA to determine the ramifications of such a lease. We feel the attached lease benefits the Parks & Recreation Department in many ways in addition to saving the department substantial material and labor expenses. By entering into a lease with WSA, the City looks to save at least \$25,000 a year in park maintenance labor and field material expenses. The savings does not include Parks and Recreation Administration Staff time.

The initial term of the lease would be for five years. WSA would have the option, with consent of the City, to extend the term for two more separate and additional periods of five years, on the same terms and conditions. City will require a \$5,000 security deposit. The City will be responsible for providing electric, water, sewer, trash service and public Wi-Fi. The City is also responsible for all repairs and maintenance of paved trails and parking lots and lighting infrastructure (athletic field lights).

Accordingly, the Parks and Recreation Commission and staff recommend that Council consider the approval of a lease agreement with Washington Soccer Academy for the use of Lakeview Soccer Fields 1, 2, &3.

As always, if you have any questions or would like additional information, please see me before the Council meeting.

Respectfully,

Wayne Dunker

Wayne Dunker, MA, CPRP
Director of Parks and Recreation

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A LEASE AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE WASHINGTON SOCCER ASSOCIATION D/B/A WASHINGTON SOCCER ACADEMY

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute a Lease Agreement by and between the City of Washington, Missouri and the Washington Soccer Association d/b/a Washington Soccer Academy, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Lease and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I
LEASE AGREEMENT

THIS LEASE (“Lease”) is made and entered into as of the 5th day of April 2022, by and between the City of Washington, Missouri, a third-class city and Municipal Corporation of the State of Missouri (hereinafter “Landlord”) and Washington Soccer Association d/b/a Washington Soccer Academy, a Missouri not for profit corporation (collectively “Tenant”).

W I T N E S S E T H:

Landlord, for and in consideration of the rents required to be paid by Tenant, and the covenants and agreements required to be performed by Tenant, does hereby lease and demise unto Tenant, and Tenant hereby takes and hires from Landlord, the Stephen J. Reust Lakeview Soccer Fields 1, 2, 3, and Concession Area as depicted and outlined on the attached site plan marked Exhibit A, attached hereto and incorporated herein by reference. (the “Land”), together with the buildings and improvements erected thereon (collectively, the “Improvements”)(the Land and the Improvements being hereinafter referred to collectively as the “Demised Premises”).

TOGETHER also with all right and interest, if any, of Landlord in and to (i) the land lying in the streets and roads in front of and adjoining the Land to the center line thereof to the extent owned by Landlord, and (ii) any easement, appurtenance, alleyway, passageway, sidewalk, curb and vault appurtenant to the Land and/or the Improvements but subject to the obligations, if any, thereunder.

1. Purpose.

1.1 Tenant may use and occupy the Demised Premises for the sole purpose of operating a soccer academy for the citizens of the community including, but not limited to, hosting practices, games, meetups, tournaments, and other events, and for recreational activities that have acceptable value for the enjoyment of the citizens and visitors of the community.

1.2 Any storage of materials in or around electrical rooms and plumbing chases must be in an orderly fashion in order to gain access to the spaces and to prevent mechanical issues.

1.3 Tenant shall not remove any structures or fixtures from facilities/grounds without Landlord's approval

1.4 Tenant shall comply with any Franklin County Health Department laws, rules, and regulations with regards to the concession stand. Tenant must notify Landlord prior to serving alcoholic beverages to the public.

1.5 Prior to hosting any tournament, hereinafter defined as games other than league games, at the Demised Premises, Tenant shall provide written notification to Landlord at least two (2) weeks prior to tournament. The written notice shall include dates and times of the tournament.

1.6 Tenant is fully responsible for securing the Demised Premises.

1.7 Tenant is responsible to ensure field areas, bleachers, parking areas, concessions, and restrooms are free of trash and litter. Litter shall be placed in trash receptacles or dumpsters. Can liners are supplied by the Tenant.

1.8 Tenant is responsible for field preparation for practices, games, and tournaments (including initial layout & lining of fields and lining/re-lining of fields during the season).

1.9 Tenant is responsible for all concession stand product deliveries and pickups and will provide a person to take the delivery or let the delivery driver into the concession stand.

1.10 Tenant shall not permit parking anywhere except in designated areas.

1.11 Tenant shall operate the Demised Premises and manage the same for third party use during those days and times when the Demised Premises are not in use by Tenant. Tenant's contact information will be placed on Landlord's website for reservation inquiries.

1.12 Tenant shall have the right to place advertisements and marketing materials in, on, and about the Demised Premises including, but not limited to, fences, provided, however, that advertisements, marketing materials or signage shall only be located and oriented as shown on Exhibit B attached hereto and incorporated herein by reference. All signage and banners shall not exceed 4' x 8' for a six foot (6') tall fence and 3' x 6' for a four foot (4') tall fence. Said advertisements and marketing materials shall not be subject to any consent or fees from Landlord. Permanent signage shall be approved by Landlord. Signs/banners must be removed seven (7) days after the conclusion of each season. If upon Landlord inspection, it is determined that the sign/banner is not visually appealing (faded, torn, etc.) contains improper content or a safety hazard, the sign/banner will be removed and stored by Landlord until it is recovered by Tenant.

2. Term; Security Deposit.

2.1 The initial term of this Lease (the "Term") shall be for five (5) years commencing at 12:01 A.M. on April 5, 2022 (the "Commencement Date"), and ending at 11:59 P.M. on February 28, 2026 (the "Expiration Date"), unless sooner terminated as hereinafter provided. Tenant, at Tenant's option and with consent of the Landlord, which may be withheld for any reason or no reason, by giving Landlord one hundred eighty (180) days written notice before the expiration of the Term or option term then in effect, may extend the Term of this lease for two (2) separate and additional periods of five (5) years each on the same terms and conditions,

2.2 Tenant is granted an option to cancel this Lease and any renewals or extensions thereof at any time after the twenty-fourth (24th) month upon one hundred eighty (180) days prior written notice to Landlord and upon payment by Tenant of a termination fee of Two Thousand and 00/100 Dollars (\$2,000.00). Tenant is granted an option to cancel this Lease and any renewals or extensions thereof at any time after the thirty-sixth month (36th) upon one hundred eighty (180) days prior written notice to Landlord and upon payment by Tenant of a termination fee of One Thousand and 00/100 Dollars (\$1,000.0). Tenant is granted an option to cancel this Lease any renewals or

extensions thereof at any time after the forty-eighth (48th) month upon one hundred eighty (180) days prior written notice to Landlord and upon payment by Tenant of a termination fee of Five Hundred and 00/100 (\$500.00). Upon payment of the aforesaid sums, Landlord shall release Tenant from any further liability or obligation under this Lease.

2.3 Tenant shall deposit with Landlord upon execution hereof a Security Deposit in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) as security for Tenant's faithful performance of its obligations under this Lease. If Tenant fails to pay Rent, or otherwise defaults under this Lease, Landlord may use, apply or retain all or any portion of the said Security Deposit for the payment of any amount due Landlord or to reimburse or compensate Landlord for any liability, expense, loss or damage which Landlord may suffer or incur by reason thereof.

3. Rent.

3.1 Tenant covenants and agrees to pay to Landlord, as rental for the Demised Premises, the sum of One Dollar (\$1.00) per annum, payable upon execution of this Lease and on each January 1 thereafter during the Term ("Rent").

3.2 All Rent and all other sums payable to Landlord under this Lease shall be made in lawful money of the United States of America and shall be paid to Landlord at its address as set forth herein or to such other party and/or to such other address as Landlord may from time to time designate in writing to Tenant as provided herein.

4. Payment of Impositions.

4.1 Landlord shall provide all utility services to the Demised Premises. Landlord shall be responsible for any tap fees or other fees required to connect utilities to the Facility. Landlord shall furnish and pay for the following utilities charged against the Demised Premises during the term of this Lease: electric, water, sewer, and trash. Tenant shall be responsible for placing trash in bin provided by trash service provider.

4.2 Tenant shall pay all real estate and personal property taxes due, if any, on the Demised Premises throughout the Term of this Lease. At present, the Demised Premises are exempt from all real estate and personal property taxes.

4.3 If Tenant shall fail to turn off all field lights each evening at the conclusion of each day's activities Landlord shall have the option to assess a penalty of Twenty and 00/100 Dollars (\$20.00) for each hour which shall be payable by Tenant within thirty (30) days.

5. Insurance.

5.1 Tenant shall, at its own sole cost and expense, throughout the entire Term, procure and maintain comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the Demised Premises, such insurance to afford immediate protection at the Commencement Date of the Term to the limit of not less than Three Million Dollars (\$3,000,000.00) in respect of bodily injury or death to any one person, and to the limit of not less than Three Million Dollars (\$3,000,000.00) in respect of any one occurrence, and to the limit of not less than Four Hundred Thousand Dollars (\$400,000.00) for property damage.

5.2 All insurance provided for in this Article shall be affected under valid and enforceable policies, issued by insurers of recognized responsibility and qualified to do business in the State of Missouri, which have been approved by Landlord. All policies of insurance provided for or contemplated by this Article shall name Landlord and Tenant as the insureds or additional insureds, as their respective interests may appear. To the extent required by any Landlord's mortgagee under any mortgage covering the Demised Premises, any policies provided for or contemplated by this Article shall name such Landlord's mortgagee as an additional insured thereunder.

5.3 Landlord shall, at its sole cost and expense, keep the Demised Premises insured against loss or damage by earthquake or fire and against loss or damage by such other risks to property embraced by standard extended coverage forms or endorsements, and Landlord need not name Tenant as an insured under any such policy.

6. Destruction or Damage by Fire or Other Casualty.

6.1 If the Demised Premises or any part thereof shall be destroyed or damaged by fire or other casualty, this Lease shall continue in full force and effect except as hereinafter set forth.

6.2 If the Demised Premises are totally or partially damaged or destroyed by fire or other casualty, Tenant shall give prompt notice thereof to Landlord, and Landlord shall proceed with due diligence to promptly repair and restore the damaged or destroyed portion of the Demised Premises at Landlord's expense. With regard to any area of the Demised Premises which becomes wholly unusable by Tenant by reason of fire or other casualty, or by reason of any repairs and restoration occasioned thereby, the Rent due under this Lease shall be reduced in proportion to the area so rendered unusable for the period of time commencing with the date such area becomes unusable and for so long as such area remains unusable by Tenant.

6.3 If the Demised Premises are damaged or destroyed by fire or other casualty so that the cost of repairing, restoring or rebuilding the same is more than Two Hundred Thousand Dollars (\$200,000.00), Landlord may elect to terminate this Lease by written notice to Tenant given within thirty (30) days of the date of the occurrence of such damage or destruction, which notice shall specify a date for termination or not less than thirty (30) days nor more than ninety (90) days after the giving of such notice and upon such date this Lease shall cease and expire as if such date were the date heretofore fixed for the expiration of the Term herein demised. If this Lease is so terminated by Landlord, (i) Tenant shall vacate and surrender the Demised Premises to Landlord upon the date specified in the notice of termination, and (ii) neither party shall have any further right or claim hereunder against the other.

7. Assignment and Subletting.

Tenant shall not have the right, at any time, to assign this Lease or sublet the whole or any portion of the Demised Premises.

8. Alterations.

8.1 Tenant may, with Landlord's consent, which may be withheld for any reason, from time to time make alterations, installations, additions or improvements to the Demised Premises (collectively, "Alterations") of a non-structural nature which are reasonably required for the conduct of Tenant's business at the Premises, provided that the proposed Alteration will not materially reduce the size of the Improvements or

materially diminish the value thereof. Tenant shall make no structural Alterations without Landlord's prior written consent. Notwithstanding the foregoing, all Alterations shall be made in compliance with all applicable laws, ordinances, rules and regulations of the National Board of Fire Underwriters or any other body hereafter exercising similar functions. All structural Alterations which are made, performed or installed by Tenant with Landlord's consent shall be deemed the property of Landlord without any compensation therefor by Landlord.

8.2 Tenant shall indemnify Landlord against any mechanic's lien or liens arising out of any work performed by or at the request of Tenant hereunder or repairs and maintenance made by or at the request of Tenant to the Demised Premises. Said indemnity shall include indemnity for all losses, liabilities, claims, damages, costs, expenses and reasonable attorneys' fees.

8.3 Notwithstanding the foregoing, Tenant shall have the right, but not the obligation, to complete capital improvements to the Demised Premises during the term of the Lease as shown on Exhibit A to include the following:

- a. Field 2 Improvements: Mow off, till, and laser grade for positive drainage; Sod after prep.
- b. Add storage facility for equipment.
- c. A storage shed for equipment and tools will be permitted on the Demised Premises with approval of Landlord on the type and location of the shed. Tenant is responsible for all maintenance on the storage shed which must be maintained to acceptable Landlord standards within twenty (20) days of Tenant being notified of the issue. If the issue is not addressed, Landlord will perform the maintenance and the cost shall be assessed against Tenant as Additional Rent. Removal of the storage shed is the responsibility of Tenant.

8.4 Landlord shall install bleachers for Field 3 prior to the Commencement Date.

9. Fixtures and Equipment; Tenant's Property.

Landlord hereby acknowledges that all Tenant's trade fixtures, and all Tenant's trade equipment, machinery, office supplies and inventory, and all other movable personal property of Tenant which may be located at the Demised Premises at any time, whether first installed at the Demised Premises at the commencement of the Term of this Lease or installed subsequently ("Tenant's Property"), shall remain at all times the property of Tenant. Tenant shall, at or just prior to the expiration or sooner termination of the Term of this Lease, remove any or all of Tenant's Property, provided Tenant repairs any damage caused by such removal and restores the Demised Premises to their condition prior to the installation of the Tenant's Property so removed, reasonable wear and tear excepted. Any Tenant's Property remaining as of the expiration or sooner termination of the Term of this Lease shall be deemed abandoned and may be retained or disposed of at Tenant's cost in the sole and absolute discretion of Landlord without accountability to Tenant.

10. Repairs and Maintenance.

10.1 Except as set forth below, throughout the Term of this Lease, Tenant shall, at its sole cost and expense, take good care of the Demised Premises, the fixtures, equipment and machinery therein, all appurtenances of the Demised Premises, and shall keep the same in as good order and condition as when taken, reasonable wear and tear excepted, and maintain the same and make all necessary repairs thereto, interior and exterior, ordinary and extraordinary, and foreseen and unforeseen. Landlord shall at its sole cost and expense make all necessary structural repairs, plumbing and electrical repairs, ordinary and extraordinary, foreseen and unforeseen, throughout the Term of this Lease.

10.2 The necessity for and adequacy of the repairs and maintenance to the Demised Premises made or required to be made shall be measured by the standard of quality and character possessed by the Demised Premises as of the Commencement Date of this Lease, subject to reasonable wear and tear.

10.3 Tenant shall be responsible, at its expense, for all repair and maintenance of the Demised Premises including the following: mowing, fertilization, irrigation, aeration, and overseeding. In addition, Tenant will repair damage to the fence occurring during the term.

10.4 Landlord shall be responsible, at its expense, for all repair and maintenance of existing paved walkways and lighting infrastructure.

10.5 Tenant will provide all equipment and supplies for maintenance and custodial care and will perform all custodial functions.

10.6 The Demised Premises will be winterized each fall, the date to be determined by Landlord. Landlord will notify Tenant three (3) days in advance so porta-potties can be ordered if needed. Tenant will be responsible for placement, removal, and cost of porta-potties, which shall be placed in the parking lots of the Demised Premises.

10.7 Tenant will be responsible for providing, operating, and maintaining all concession stand equipment necessary for operation.

10.8 Tenant is responsible for all interior and exterior restroom/concession building electrical and plumbing work and/or repairs

10.9 Tenant shall report all vandalism damage to Landlord. If the cost of repair is less than Five Thousand and 00/100 Dollars (\$5,000.00), Tenant is responsible for repair costs. If the cost of repair exceeds Five Thousand and 00/100 Dollars (\$5,000.00) Landlord is responsible for the repairs.

10.10 Landlord and Tenant will jointly inspect the Demised Premised on or before December 15 of each year.

10.11 Tenant will set the irrigation run settings (days, times, water amounts) to coordinate around their field maintenance and field usage schedules.

10.12 Tenant shall use Barenburg HGT Blue Grass, 2-3 pounds per 1,000 square feet unless it uses sod, in which case it shall use Barenburg HGT Blue Grass. Any substitutes must be approved by Landlord before use by Tenant.

10.13 Tenant shall use Spring Fertilizer 18-0-6 .125DIM/70% Duration 220 SGN at 175 pounds per acre, and shall use Fall Fertilizer 25-3-10 90% Duration with ZN-

B 220 SGN 130 pounds per acre. Any substitutes must be approved by Landlord before use by Tenant.

10.14 All irrigation rotors installed by Tenant shall be Toro valves, Toro 640 rotors. Any substitutes must be approved by Landlord before use by Tenant.

10.15 Tenant shall aerate the fields 3-4 times per year with a minimum of 2 times per year at 7-8 inches deep. Any alternative times and methods must be approved by Landlord before use by Tenant. Tenant shall not add clay, sand, kitty litter, etc. to the fields.

10.16 Landlord shall provide parking lot maintenance, field lighting repairs and bulb replacement, six (6) field bleachers, four (4) large soccer goals 24' x 8', four (4) small soccer goals 18' x 6.5', four (4) large player benches, sixteen (16) small player benches, all fifty-five (55) gallon metal trash cans, four (4) security cameras located on the concession/restroom building, and public Wi-Fi.

11. Compliance with Law.

11.1 Tenant shall not use or allow the Demised Premises or any part thereof to be used or occupied for any unlawful purpose or in violation of any Certificate of Occupancy or certificate of compliance covering or affecting the use of the Demised Premises or any part thereof. Tenant shall not suffer any act to be done or any condition to exist on the Demised Premises or any part thereof which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance with respect thereto.

11.2 Tenant shall likewise comply with all applicable laws, ordinances and regulations of all governmental and public authorities and officers relating to Tenant's business and its use of the Demised Premises.

12. Eminent Domain.

If all or substantially all of the Demised Premises shall be acquired or taken by condemnation or eminent domain for any public or quasi-public use or purpose, then the Term of this Lease shall cease and terminate from the date of vesting of title in such proceeding as if such date were the date originally set forth herein for the expiration of

the Term of this Lease, and the Rent, additional rent and other charges hereunder shall be apportioned and paid to the date of termination and Tenant shall have no further liability hereunder, except for any liability theretofore accrued. If a lesser portion of the Demised Premises shall be so taken or condemned, Landlord shall promptly, at its own sole cost and expense, perform such restoration or repairs as may be required to allow the continued and unimpaired use of the remainder of the Demised Premises not so taken, and this Lease shall continue in full force and effect and rent shall be equitably reduced to reflect the decrease in the area of the Demised Premises resulting from such taking. Tenant shall not be entitled to participate or receive any part of the damages or award which may be paid or awarded to Landlord on account of such taking or condemnation except where said damages or award shall provide for moving or other reimbursable expenses to Tenant and/or provide specifically for Tenant's Property so taken, in which event said sum shall be paid to Tenant.

13. Landlord's Right to Cure.

If Tenant shall fail to perform any of its obligations hereunder, Landlord may perform the same but, except in case of emergency, only upon the expiration of such grace period after notice to Tenant as is provided herein for the curing of such default. The cost of such performance shall be payable by Tenant to Landlord, upon demand, as additional rent, which sum shall bear interest at the rate of Ten percent (10%) per annum, from and after the date such sum shall have been expended by Landlord, to and until the date such sum shall have been reimbursed to Landlord by Tenant.

14. Tenant's Right to Cure. If Landlord fails to keep, perform or observe any of the covenants, agreements, terms or provisions contained in this Lease that are to be kept or performed by Landlord and Landlord fails to commence and take such steps as are necessary to remedy the same within thirty (30) days after Landlord is given written notice specifying the same, or having so commenced, thereafter fails to proceed diligently and with continuity to remedy the same, Tenant may, at any time thereafter prior to the curing thereof and without waiving any other rights hereunder or available to Tenant at law or in equity, perform Landlord's obligations hereunder and offset the reasonable costs

and expenses incurred by Tenant in doing so against Base Rent thereafter coming due hereunder.

15. Indemnification.

15.1 Tenant shall protect, indemnify and hold Landlord harmless from and against all loss, liability, claims, damages, costs and expenses of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property, on or within the Demised Premises, arising out of or resulting in any way from any act or omission of Tenants, its agents, employees, independent contractors, customers, visitors or invitees, in the use, possession or occupancy of the Demised Premises during the Term of this Lease.

15.2 Tenant, if it has acquired the information, agrees to promptly notify Landlord of any claim, action, proceeding or suit instituted or threatened against the Landlord. In the event Landlord is made a party to any action for damages against which Tenant has herewith indemnified Landlord, Tenant shall pay all costs and shall provide counsel in such litigation.

16. Limitation of Landlord's Liability.

Landlord shall not be liable for damage to or theft of Tenant's Property or any personal property located at the Demised Premises, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless due to the gross negligence of Landlord.

17. Bankruptcy, etc.

If, prior to or during the Term hereof, (i) Tenant shall have instituted proceedings to be adjudicated a bankrupt or insolvent or consented to the institution or bankruptcy or insolvency proceedings against it, or filed a petition for an arrangement, reorganization or other relief under the Bankruptcy Code or any other federal or state law relating to bankruptcy or insolvency, or consented to the filing of any such petition, or made an assignment for the benefit of creditors, or admitted in writing its inability to pay its debts generally as they become due or (ii) there shall be entered by a court of competent jurisdiction a final decree or order, which decree or order shall no longer be subject to

appeal and as to which no appeal shall then be pending, adjudging Tenant a bankrupt or insolvent or approving any petition filed against Tenant for arrangement or reorganization of Tenant under the Bankruptcy Code or any other federal or state law relating to bankruptcy or insolvency, or appointing a receiver or decreeing or ordering the winding up or liquidation of the affairs of Tenant, then, and in any such event, Landlord may elect, within a reasonable time after receiving notice thereof, to terminate this Lease by notice to Tenant and this Lease shall terminate and expire on the date of such notice with the same effect as if such date were the date originally set forth herein for the expiration of the Term of this Lease.

18. Other Defaults; Landlord's Remedies.

18.1 This Lease and the Term hereof are further subject to the following additional limitations: (a) if Tenant shall fail to pay any Rent when due, or (b) if Tenant shall fail to pay any additional rent or additional sums and charges due hereunder for a period exceeding ten (10) days after written notice from Landlord, or (c) if Tenant shall default in the performance of any other covenant or agreement of Tenant hereunder and such default shall continue for a period exceeding thirty (30) days after written notice from Landlord, or, if the default is of such a nature that the same cannot be cured with due diligence within such thirty (30) day period, and Tenant shall fail to commence in good faith to cure the same within such thirty (30) day period or shall thereafter fail to complete the curing thereof as promptly as possible with the exercise of due diligence, or (d) Tenant shall vacate the Demised Premises or fail to continuously conduct its permitted business in and on the Demised Premises for a period of one hundred twenty (120) days; then, in any such event, Landlord may terminate this Lease by serving on Tenant a written notice specifying the nature of such default and of the date for the termination of the Lease Term, and this Lease and all rights of Tenant under this Lease, shall thereupon terminate and expire on the date of such notice as if such date were the date originally set forth herein for the expiration of the Term of this Lease. Upon any such termination, Tenant shall remain liable to Landlord as provided below and, in addition, Landlord may immediately and without notice, re-enter the Demised Premises

either by force or otherwise, and dispossess Tenant or any person holding under Tenant by summary proceedings or otherwise, and remove their property and effects and hold the Demised Premises as if this Lease had not been made. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) the entire outstanding and unpaid Rent shall become immediately due and payable through the Expiration Date of the Term, together with such reasonable expenses as Landlord may incur for attorneys' fees, brokerage, and/or putting the Demised Premises in good order, or for preparing the same for rental; (ii) Landlord may re-let the Demised Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease

18.2 The remedies provided in this Lease are not exclusive but are cumulative and in addition to any remedies otherwise available under the applicable law.

18.3 Landlord may, in its sole and absolute discretion, apply the security deposit made hereunder to any damages sustained by Tenant's breach or default of any term or condition hereof. Landlord shall give Tenant written notice of the application of the security deposit or any part thereof within fifteen (15) days of said application. If the application is on account of maintenance, repairs, or replacements necessitated by Tenant, said notice shall include the estimated or actual cost of the same, attaching estimates or paid receipts. Upon receipt of said notice, Tenant shall at once pay to Landlord an amount sufficient to restore the security deposit in full. Upon termination of this Lease, full payment of all amounts due and performance of all Tenant's covenants and agreements, the security deposit or any portion thereof remaining unapplied shall be returned to Tenant within ten (10) days of said termination without interest except as provided by law.

19. Access.

Tenant shall permit Landlord and its authorized representative's access to the Demised Premises for the purpose of examining the same at all times.

20. Expiration of Term.

Upon the expiration or sooner termination of this Lease, Tenant will quit and surrender the Demised Premises to Landlord in their original order and condition at the commencement of the Term hereof, except for reasonable wear and tear. Tenant shall not be responsible to remove any fixtures Tenant installs upon the Demised Premises during the Term.

21. Quiet Enjoyment.

Landlord agrees that as long as Tenant performs all of the terms, conditions and agreements hereof on its part to be performed and observed, Tenant shall peaceably and quietly enjoy the Demised Premises, subject to the terms and conditions hereof.

22. Estoppel Certificates.

Each party agrees that upon ten (10) days written notice from the other party it will execute and deliver a certificate, in recordable form, certifying (a) whether this Lease is in full force and effect and is unmodified (or, if modified, stating the nature of any such modification or modifications), (b) the dates to which Rent and additional rent have been paid, (c) whether or not any notice of default or termination is outstanding (and, if outstanding, the nature thereof) and (d) whether, to the knowledge of such party, there is any default, or any event which with the lapse of time or the giving of notice or both, would constitute a default by the other party (or, if known, the nature thereof).

23. Brokerage.

Each party represents to the other that it has dealt with no broker, finder or similar agent in connection with the making of this Lease.

24. Waiver of Trial by Jury.

The parties waive trial by jury in any action, proceeding or counterclaim by either against the other arising out of this Lease or any matter pertaining hereto.

25. Notices.

All notices, exercises of options, requests, demands, consents, approvals or other communications required or permitted to be given hereunder or in connection herewith (collectively, "Notices") shall be in writing and shall be sent by certified mail, return

receipt requested, postage prepaid, via email. Notices to Tenant shall be addressed to Tenant at 1351 Jefferson Street, Suite 120, Washington, Missouri 63090 or washmosoccer@gmail.com. Notices to Landlord shall be addressed to Landlord at City of Washington, 405 Jefferson Street, Washington, Missouri 63090, Attention: Parks & Recreation Director, wdunker@washmo.gov with a copy to City of Washington, 405 Jefferson Street, Washington, Missouri 63090, Attention: City Administrator dlamb@washmo.gov. Either party may, by notice as aforesaid, change its address for all subsequent notices. Notices shall be deemed given and received on the date when deposited for mail as set forth above.

26. Signs.

Subject to the provisions of Section 1.12 above, Tenant shall be entitled to erect or place signs advertising Tenant's business on the exterior of the Improvements, provided such signs are in compliance with all present and future laws and ordinances applicable thereto. Tenant shall, at its own expense, remove all such signs prior to or upon the expiration or sooner termination of this Lease.

27. Captions.

The captions herein are for convenience only and are not to be given any substantive meaning or effect.

28. Gross Lease.

It is the intention of Landlord and Tenant that this Lease be construed in all respects as a gross lease and that the rent herein specified shall be gross to Landlord in each year during the term of this Lease; all costs, expenses, and obligations of every kind relating to the Demised Premises, except as otherwise expressly provided in this Lease, which may arise or become due during or are apportionable to the Term of this Lease shall be paid by Tenant, and Landlord shall be indemnified by Tenant against such costs, expenses and obligations.

29. Entire Agreement.

This Lease contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions not set forth herein, and neither party has relied upon any representation, express or implied, not contained in this Lease. All prior understandings, terms or conditions are deemed merged into this Lease. This Lease shall not be amended or modified in any manner except by an instrument in writing executed by the parties.

30. General Provisions.

No failure or delay on the part of the Landlord or Tenant in exercising any right hereunder shall constitute a waiver of same or of any other right, nor shall any single partial exercise of any right preclude any further exercise thereof or of any other right, except as otherwise set forth herein. A waiver of any term or provision hereof shall apply to the particular instance and time only and shall not be deemed a continuing waiver. This Lease is a Missouri contract and shall be governed in all respects by the laws of the State of Missouri. This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. In the event any provision of this Lease shall be declared invalid and unenforceable, the remainder hereof shall continue in full force and effect.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the day and year first above written.

LANDLORD
CITY OF WASHINGTON, MISSOURI

Sandy Lucy, Mayor

(Seal)

ATTEST:

Sherri Klekamp City Clerk

TENANT
WASHINGTON SOCCER ACADEMY

By: _____
Name: _____
Title: _____

EXHIBIT

A

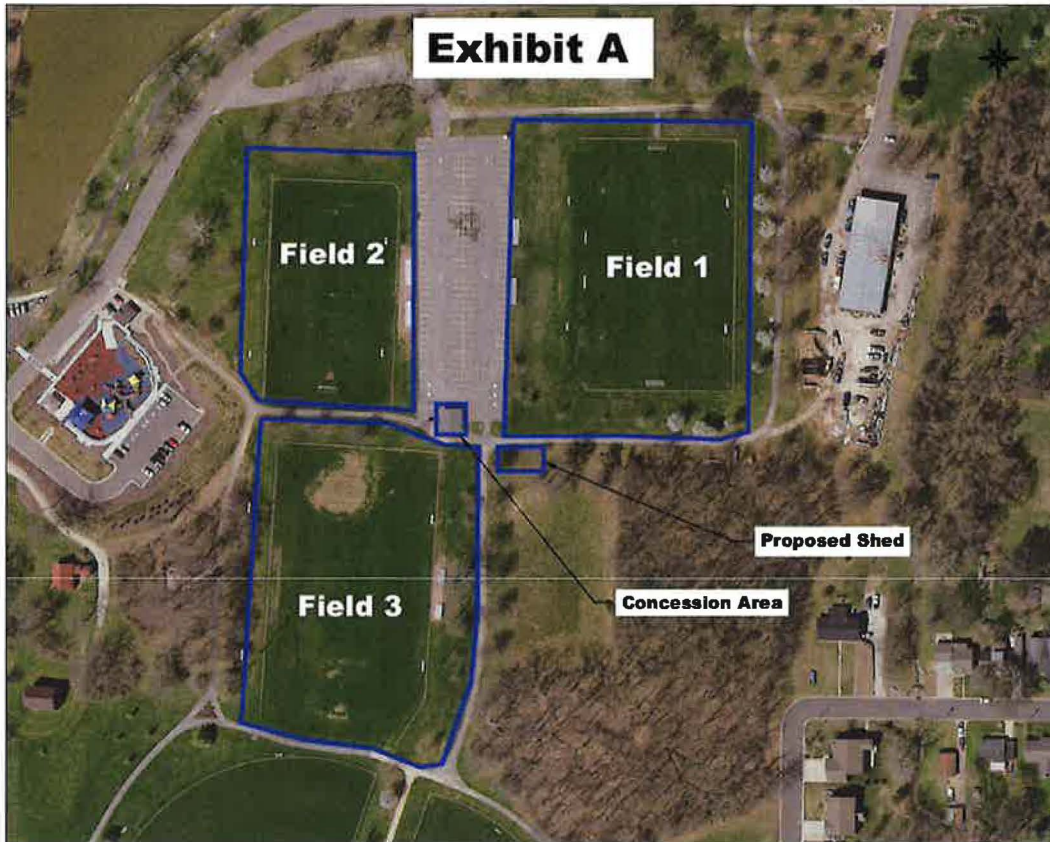


EXHIBIT B





WASHINGTON POLICE DEPARTMENT

301 JEFFERSON STREET
WASHINGTON, MO 63090

Chief of Police Edward Menefee, DSN 221
636-390-1062 office 636-390-2455 fax
emenefee@washmo.gov

To: Mayor Lucy and City Council
From: Chief Menefee
Re: Purchase of New Patrol Vehicles and Equipment for 2021/2022 Budget Year

Esteemed Council Members and Honorable Mayor:

For the budget year 2021/2022, I am requesting the purchase of three police vehicles:
2- 2022 Ford Police Interceptor Utility SUVs
1- 2021 Ford F-150 Police Responder Supercrew 4x4 Truck

All units will be assigned to the Road Patrol for use and will replace units in current service that have high mileage. Three older model Chevrolet Impalas are the vehicles being replaced.

The 2021/2022 Vehicle Replacement Fund for the Police Department purchase and equipping of three police vehicles totals \$187,733.00.

- (2) Ford Police Interceptor Utility SUV's = \$72,362
- (1) F-150 Police Responder Supercrew 4x4 Truck = \$42,603
- Ready for Road Package for all three vehicles = \$43,383.14 (including graphics for each)

The total for all three vehicles is \$158,348.14. This is under budget by \$29,384.86.

I respectfully request City Council approve the purchase of the listed vehicles from Lou Fusz Ford, as well with VIP Public Safety.

Respectfully,

Edward Menefee, #221
Chief of Police

A division of the



LOU FUSZ FORD INC. "WE ARE ST. LOUIS"
 2 Capriolo Drive Chesterfield, MO 63006
 (636)632-9966

SALE TO CITY OF WASHINGTON

ADDRESS 405 JEFFERSON ST

CITY, STATE WASHINGTON, MO 63090

PHONE # HOME (636)390-1042 WORK N/A

DATE 03/23/22

VEHICLE AS EQUIPPED:

SELLING PRICE: 35,831.00
 LESS TRADE: N/A
 TOTAL: 35,831.00

PRICE:

INVOICE #	FF22408
DEAL #	CUST. #
YR MAKE 2022 FORD	MODEL POLICE INTERCEPTOR UTILIT
NEW USED NEW	STOCK # FF22408
BODY KEYS AWD	COLOR AGATE BLACK METALLIC
VIN 1FM6K8AB6NGA64432	MILES 6
SALES PERSON(S) 166 JOHN DOLAN	

DESCRIPTION	ACCT	SALE
VEHICLE:		35,831.00
Admin Fee		350.00
EXTD SERVICE		N/A
INSURANCE		N/A
TAX (LUX. ETC.)		N/A
TITLE FEE		N/A
OTHER		N/A
FINANCING		0.00
TOTAL PRICE		36,181.00

SETTLEMENT		ACCT	AMOUNT
DEPOSIT		+	N/A
CASH ON DELIVERY		+	N/A
REBATE		+	N/A
TOTAL TRADE ALLOWANCE			N/A
FINANCING			
1 MONTHS @ \$ 36,181.00 MONTH			
TOTAL SETTLEMENT			

PAY-OFF BALANCE ON TRADE -

\$36,181.00

*Always Bring Your
 Car Here For
 Factory Authorized
 Service*

USED VEHICLE TRADED			
YR.	MAKE	MODEL	VIN
N/A	N/A	N/A	N/A

A division of the



LOU FUSZ FORD INC. "LOUIS"
2 Caprice Drive Chesterfield, MO 63005
(636)532-9966

INVOICE #
FF21623

DEAL #
CUST. #

YR MAKE 2021 FORD MODEL XL POLICE RESPONDER

NEW USED NEW STOCK # FF21623

BODY KEYS XL SUPERCREW COLOR AGATE BLACK METALLIC

VIN 1FTFW1P88MKE68305 MILES 4

SALES PERSON(S) 166 JOHN DOLAN

SOLD TO CITY OF WASHINGTON

ADDRESS 405 JEFFERSON ST

CITY, STATE WASHINGTON, MO 63090

PHONE # HOME (636)390-1042 WORK N/A

DATE 03/25/22

VEHICLE AS EQUIPPED: PRICE:

SELLING PRICE: 42,253.88
LESS TRADE: N/A
TOTAL: 42,253.88

PRICE OF VEHICLE	DESCRIPTION	ACCT	SALE
	VEHICLE:		42,253.88
	Admin Fee		350.00
	EXTD SERVICE		N/A
			N/A
	INSURANCE		N/A
	TAX (LUX. ETC.)		N/A
	TITLE FEE		N/A
	OTHER		N/A
	FINANCING		0.00
	TOTAL PRICE		42,603.88

SETTLEMENT	ACCT	AMOUNT
DEPOSIT		+ N/A
CASH ON DELIVERY		+ N/A
REBATE		+ N/A
		+ N/A
TOTAL TRADE ALLOWANCE		N/A
FINANCING		
1 MONTHS @ \$ 42,603.88 MONTH		
TOTAL SETTLEMENT		42,603.88
PAY-OFF BALANCE ON TRADE		-

\$42,603.88

*Always Bring Your
Car Here For
Factory Authorized
Service*

USED VEHICLE TRADED			
YR.	MAKE	MODEL	VIN
N/A	N/A	N/A	N/A

N/A N/A

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT BETWEEN LOU FUSZ FORD, INC. FOR THE PURCHASE OF TWO (2) 2022 FORD POLICE INTERCEPTOR SUV'S AND ONE (1) 2021 FORD F-150 POLICE RESPONDER TRUCK

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute a Sales Contract between Lou Fusz Ford, Inc. and the City of Washington, Missouri for the purchase of two (2) 2022 Ford Police Interceptor SUV's and one (1) 2021 Ford F-150 Police Responder Truck. A copy of said contract is marked "Exhibit A" and is attached hereto and incorporated herein by reference.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect and be in full force from and after the date of its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

“Exhibit A”

SALES CONTRACT

This Sales Contract, made and entered into this ____ day of April 2022, by and between Lou Fusz Ford, Inc., St. Louis, MO., hereinafter referred to as “Seller”, and the City of Washington, MO., a municipal corporation hereinafter referred to as “City”.

WITNESSETH: Whereas, Seller was the best bid received for the furnishing of two (2) 2022 Ford Police Interceptor SUV’s and one (1) 2021 Ford F-150 Police Responder Truck.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Seller agrees to provide to the City two (2) 2022 Ford Police Interceptor SUV’s and one (1) Ford F-150 Police Responder Truck police vehicles; in the manner set forth in the contract documents, for payment in the total sum of One Hundred Fourteen Thousand Nine Hundred Sixty-Five dollars and Zero Cents (\$114,965.00).
2. The contract documents shall consist of the following:
 - A. This Contract
 - B. Signed copy of Ordinance
 - C. General Specification and Bid

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties.

These documents are as fully a part of the contract as if attached hereto or repeated herein.

3. This agreement shall be construed or determined according to the laws of the State of MO.

IN TESTIMONY WHEREOF, Seller has hereunto set its hand, and the City of Washington executes this contract the day and year first above written.

SELLER:

CITY:

BY: _____
Company Representative

BY: _____
Mayor - Washington, MO

ATTEST: _____
City Clerk



WASHINGTON POLICE DEPARTMENT

301 JEFFERSON STREET
WASHINGTON, MO 63090

Chief of Police Edward Menefee, DSN 221
636-390-1062 office 636-390-2455 fax
emenefee@washmo.gov

To: Mayor Lucy and City Council
From: Chief Menefee
Re: Purchase of New Patrol Vehicles and Equipment for 2021/2022 Budget Year

Esteemed Council Members and Honorable Mayor:

For the budget year 2021/2022, I am requesting the purchase of three police vehicles:

- 2- 2022 Ford Police Interceptor Utility SUVs
- 1- 2021 Ford F-150 Police Responder Supercrew 4x4 Truck

All units will be assigned to the Road Patrol for use and will replace units in current service that have high mileage. Three older model Chevrolet Impalas are the vehicles being replaced.

The 2021/2022 Vehicle Replacement Fund for the Police Department purchase and equipping of three police vehicles totals \$187,733.00.

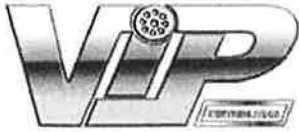
- (2) Ford Police Interceptor Utility SUV's = \$72,362
- (1) F-150 Police Responder Supercrew 4x4 Truck = \$42,603
- Ready for Road Package for all three vehicles = \$43,383.14 (including graphics for each)

The total for all three vehicles is \$158,348.14. This is under budget by \$29,384.86.

I respectfully request City Council approve the purchase of the listed vehicles from Lou Fusz Ford, as well with VIP Public Safety.

Respectfully,

Edward Menefee, #221
Chief of Police



3/28/2022
Quote valid for 30 days
Quote# 123603

4220 North Service Rd. St. Peters, MO 63376
 Phone 314.400.3444 / Fax 314.400.3459
 Contact: Arron Payne
 arron.payne@vipadi.com

Washington Police Dept

Qty	ItemNum	Description	Labor	Cost	Total
	Jim Armstrong				
	2022 Ford SUV PI				
1	IB2DEDE	Whelen Liberty II DUO Wc 54" D/E/D/E	2.00	\$1,704.66	\$1,704.66
1	STPKT105	Whelen light bar Mount Kit #105	0.00	\$0.00	\$0.00
1	DTA8	Whelen 8-Light Dominator Tir3 T/A red/blue	1.00	\$502.21	\$502.21
1	DBKT5	Whelen Dominator Upper Rear Window Mt	0.00	\$19.87	\$19.87
1	ULF44	Whelen Universal Led Flasher 4 Outlet	1.00	\$79.64	\$79.64
1	LINSV2R	Whelen Surface Mt Linz V-Series Red	1.00	\$171.69	\$171.69
1	LINSV2B	Whelen Surface Mt Linz V-Series Blue	1.00	\$171.69	\$171.69
1	LSVBKT50	Whelen Linsv Mirror Mt Kit 20 Utility	0.00	\$21.29	\$21.29
1	T52217B	Tiger Tough seat cover	0.00	\$199.00	\$199.00
1	MCRNTR	Whelen Stud Mount Micron Red	0.50	\$88.09	\$88.09
1	MCRNTB	Whelen Stud Mount Micron Blue	0.50	\$88.09	\$88.09
1	VTX3609R	Whelen 360 Side Emitter Vertex Red	0.75	\$81.75	\$81.75
1	VTX3609B	Whelen 360 Side Emitter Vertex Blue	0.75	\$81.75	\$81.75
1	HWLF29	Whelen Low Freq Siren Amp 20 Explorer	2.00	\$521.24	\$521.24
1	CCSRNT4	Whelen Carbide Siren Sys W/ T/A	2.50	\$1,162.23	\$1,162.23
1	CANCTL6	Whelen Carbide control head 4-pos/7 rotary	0.00	Included	Included
1	CC5K4	Whelen install kit for siren	0.00	Included	Included
1	SA315P	Whelen Sa315P Speaker, Black Plastic	1.00	\$169.60	\$169.60
1	SAK67D	Whelen Sa315 Mt Kit Ford Utility Drvr	0.00	\$31.94	\$31.94
1	CVS1012INUT	Havis Ford Interceptor Utility Specific Angled	1.50	\$403.64	\$403.64
1	CCUP2I	Havis Internal cup holders	0.00	\$35.04	\$35.04
1	CARM102	Havis Side mount armrest	0.00	\$63.33	\$63.33
1	CAP0645L	Havis 6" accessory pocket w/hinged lid & lock, 4.5"	0.00	\$103.03	\$103.03
1	P1300UINT20AOSB	Pro-gard Single Compartment, Pro-Cell, 1/3	4.00	\$2,645.14	\$2,645.14
1	GVM4720DH	Pro-gard Self-Supporting Dual Weapon Tri-Lock	1.25	\$546.86	\$546.86
1	25302	Streamlight SL-20LP flashlight	0.25	\$145.14	\$145.14
2	PSCOMPH	Whelen Strip-Lite+ Compartment Lt Hi	1.00	\$119.86	\$239.72
2	Antenna	Radio antennas/mounts	0.00	\$45.00	\$90.00
1	CGX	Havis Chargeguard-select	0.50	\$78.66	\$78.66
1	DSDELL426	Havis Docking Station with Basic Port Replication &	1.25	\$758.50	\$758.50
1	CHDM205	Havis 10" Heavy-Duty Telescoping Pole, side mount,	0.00	\$156.81	\$156.81
1	CMD204	Havis Tilt swivel motion device	0.00	\$64.99	\$64.99
1	CHDM304	Havis Heavy-Duty sliding top offset platform, 9"	0.00	\$41.45	\$41.45
1	SUV392000M	Estes SUV locker manual	1.25	\$856.43	\$856.43
1	FEF20KIT	Estes AWS floor install kit	0.00	\$156.51	\$156.51
1	PSLABOR	Install supplied radar	1.50	\$0.00	\$0.00
1	PSLABOR	Install supplied radio	2.00	\$0.00	\$0.00
1	PSLABOR	Install supplied Watchguard camera system	4.00	\$0.00	\$0.00
Parts Total					\$11,479.99
Shop Supplies					\$320.00
Freight					\$450.00
Labor Total 32.50					\$4,062.50
GRAND TOTAL Each vehicle					\$16,312.49

Product lead time 5-6 weeks
A signed copy of this quote must be returned to acknowledge acceptance

Signature _____
 Printed Name _____
 Date _____



3/24/2022
 Quote valid for 60 days
 Quote# 122146

4220 North Service Rd. St. Peters, MO 63376
 Phone 314.400.3444 / Fax 314.447.0705
 Contact: Arron Payne
 arron.payne@vipadl.com

Washington PD

Qty	ItemNum	Description	Package	
Chief Ed Menefee				
2021 Ford F150 Responder - Slick Top				
1	SIFZS1632801600	Fed-Sig SpectraLux split front ILS Off axis	Package	windshield
1	SL8FRB	Fed-Sig Latitude LED light stick 8 head red/blue	Package	rear window
1	PF200	Fed Sig Pathfinder siren/light controller	Package	
1	SLBFRD15ND	Fed-Sig CNSM/Latitude no drill mount bracket kit	Package	
1	ESC100C	Fed Sig siren speaker	Package	
1	ESB2FRD15ND	Fed Sig speaker bracket	Package	
2	MPS62UBW	Fed Sig MicroPulse Ultra blue/white	Package	grille
2	MPS62URW	Fed Sig Micropulse Ultra red/white	Package	grille
2	MPS62URB	Fed Sig Micropulse Ultra red/blue	Package	rear
1	4258524	Jotto F-150 SSV/Police Responder 2021+ with Locking	Package	
1	4251849	Jotto Side Mount Arm Rest (Works with 425-6491, 425-6500, 425-6569, 425-6	Package	
1	4253704	Jotto 4" Dual ABS Cup Holder (Internally Mounted)	Package	
1	4256287	Jotto Pathfinder PF200 Federal Signal	Package	
1	MABVT8U	Thick mount Antenna NMO mount	Package	
1	NMOCAPB	NMO rain cap	Package	
TOTAL			\$5,103.88	

Washington PD

Qty	ItemNum	Description	Labor	Cost	Total
Chief Ed Menefee					
2021 Ford F150 Responder - Slick Top					
2	IONV3C	Whelen Ion V Series Super Led White	2.00	\$234.20	\$468.40
2	IONGROM	Whelen Grommet Kit For Ion	0.00	\$7.49	\$14.98
1	GVM8116DH	Pro-gard Self Supporting Dual Weapon Tri-Lock	1.25	\$546.86	\$546.86
1	PSLABOR	Install supplied radio	1.50	\$0.00	\$0.00
1	PSLABOR	Install supplied radar	1.50	\$0.00	\$0.00
1	PSLABOR	Install supplied computer mount/dock	1.50	\$0.00	\$0.00
1	PSLABOR	Install supplied WatchGuard Camera system	4.00	\$0.00	\$0.00
1	PSLABOR	Decommission above supplied items from old unit	6.00	\$0.00	\$0.00
1	CCHALFF150	Custom Cages 1/2 cage Ford F150	2.50	\$1,066.87	\$1,066.87
Parts Total					\$2,096.91
Shop Supplies					\$35.00
Freight					\$95.00
Labor Total 20.25					\$2,531.25
TOTAL Each vehicle					\$4,758.16

included
 ON INVOICE
 FOR TRUCK

Product lead time 5-8 weeks
 A signed copy of this quote must be returned to acknowledge acceptance

NOT INCLUDED
 ON INVOICE

Signature _____
 Printed Name _____
 Date _____

Grand Total of Equipment		\$9,862.04
---------------------------------	--	-------------------

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT BETWEEN VIP PUBLIC SAFETY FOR THE PURCHASE, OUTFITTING AND UPGRADING OF EQUIPMENT FOR TWO (2) 2022 FORD POLICE INTERCEPTOR SUV'S AND ONE (1) 2021 FORD F-150 POLICE RESPONDER TRUCK

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute a Sales Contract between VIP Public Safety and the City of Washington, Missouri for the Purchase, Outfitting and Upgrading of Equipment for two (2) 2022 Ford Police Interceptor SUV's and one (1) 2021 Ford F-150 Police Responder Truck. A copy of said contract is marked "Exhibit A" and is attached hereto and incorporated herein by reference.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect and be in full force from and after the date of its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

“Exhibit A”

SALES CONTRACT

This Sales Contract, made and entered into this ____ day of April 2022, by and between VIP Public Safety, St. Peters, MO., hereinafter referred to as “Seller”, and the City of Washington, MO., a municipal corporation hereinafter referred to as “City”.

WITNESSETH: Whereas, Seller was the best and sole source provider furnishing equipment, outfitting and upgrades for Two (2) 2022 Ford Police Interceptor SUVs and One (1) Ford F-150 Police Responder Truck.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Seller agrees to provide to the City equipment, outfitting, upgrades and equipment removals for Two (2) 2022 Ford Police Interceptor SUVs and One (1) 2021 Ford F-150 Police Responder Truck; in the manner set forth in the contract documents, for payment in the total sum of Thirty Seven Thousand Three Hundred Eighty Three Dollars and Fourteen Cents (\$37,383.14).
2. The contract documents shall consist of the following:
 - A. This Contract
 - B. Signed copy of Ordinance
 - C. General Specification and Bid

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties.

These documents are as fully a part of the contract as if attached hereto or repeated herein.

3. This agreement shall be construed or determined according to the laws of the State of MO.

IN TESTIMONY WHEREOF, Seller has hereunto set its hand, and the City of Washington executes this contract the day and year first above written.

SELLER:

CITY:

BY: _____
Company Representative

BY: _____
Mayor - Washington, MO

ATTEST: _____
City Clerk



POLICE
CITY OF WASHINGTON

Washington Police Department

301 Jefferson Street
Washington, MO 63090

Administration: (636)390-1055

Dispatch: (636)390-1050

Fax: (636)390-2455

Email: emenefee@washmo.gov

03-24-22

To: Washington City Council
Mayor Lucy

From: Chief Edward Menefee

RE: St. Louis Coalition for Roadway Safety Grant, 2022 for Purchase of Total Station

Esteemed Council Members,

Attached is a memo from Officer Mike Grissom. It contains a completed application for grant funding through the St. Louis Coalition for Roadway Safety, due date May 20, 2022.

The grant application is a request for funding to purchase new Total Station Equipment. The grant includes the necessary software updates and training for our officers to use the equipment.

Our current Total Station setup is around 15 years old. It is extremely outdated in comparison to new equipment and what it can do. Our old Total Station is unreliable and has suffered some malfunction issues.

The Total Station is vital to our officers when conducting investigations of serious injury or fatal traffic crashes.

One thing that helps our Department to get the grant is we are part of a multi-agency Traffic Crash Reconstruction Team. (Washington, Union, St. Clair, New Haven, Sullivan, Gerald, Pacific and Franklin County.) We share resources and manpower for investigations of fatal or serious injury traffic crashes. The Team helps with manpower needs and expertise for all involved.

This grant is 100% funded by the Coalition. Below is the listed cost of the Total Station Equipment:

Total Station Equipment, Software, Software Upgrades & Training \$41,762.00

I request approval to apply for the grant for the Total Station.

Respectfully,

Handwritten signature of Chief Edward Menefee in black ink.
Chief of Police Edward Menefee

30c



POLICE
CITY OF WASHINGTON

Washington Police Department

301 Jefferson Street
Washington, MO 63090
Administration: (636)390-1055
Dispatch: (636)390-1050
Fax: (636)390-2455

03/08/2022

Chief Menefee,

Attached is a completed application for grant funding through the St. Louis Coalition for Roadway Safety. I have collected bids and completed the application to request grant funding to purchase new total station equipment along with the necessary software updates and training for our officers to use the equipment. Our current total station setup is roughly 15 years old and has become extremely outdated and unreliable. This equipment is vital to our officers when conducting investigations of serious injury and fatal traffic crashes.

The total amount of funding requested is \$41,762, which covers one hundred percent of the above-mentioned items. If approved we would likely be able to purchase the equipment and receive reimbursement in August or September of 2022.

Respectfully,

A handwritten signature in black ink, appearing to read "MJG 2/20".

Sgt. Mike Grissom #299

Project or Activity

All projects and activities funded with *Coalition for Roadway Safety* grant funds must address areas and needs identified in the *Show-Me Zero*, Missouri's Strategic Highway Safety Plan.

Using the *Show-Me Zero* Plan, please identify the Emphasis Area, Strategies, and/or Road User Groups which your project or activity directly relates to.

For online access to the *Show-Me Zero* Plan, please visit: www.savemolives.com

Which of the following Emphasis Area(s) and/or Road User Group(s) will be addressed in your project or activity?

- Occupant Protection Distracted Driving Aggressive/Speeding
 Impaired Driving Teen Drivers Older Drivers
 Pedestrians/Bicyclists/Non-motorized Road Users Other Crash Investigation

Which of the following strategies will be utilized in your project or activity?

- Education Engineering Emergency Medical Services Enforcement
 Technology Public Policy/Other Incident Management

Please indicate the location of your project.

- Multi-County County-wide (one county only) City-wide (one city/town)

Is this project or activity a one-time event or ongoing?

- One time event Ongoing Extended project (completed within the fiscal year)

What is the estimated number of people directly affected by this project?

- 0-99 100-499 500-999 1,000+

Please provide information on why your project or activity should receive funding through the Coalition for Roadway Safety Grant program. Cover the purpose and/or



**St. Louis Coalition for Roadway Safety
FY'23 Application for Funding**

Due Date: May 20, 2022

**Email completed Applications for Funding to
teresa.krenning@modot.mo.gov**

Organization: Washington PD

Contact Person: Sgt. Mike Grissom

(Please Print)

Phone: (636-390-1088)

Email: mgrissom@washmo.gov

Address: 301 Jefferson

City/State/Zip: Washington MO 63090

NOTE: All *Coalition* grant funds (formerly known as Blueprint Funds) are reimbursements only. Funds will not be distributed without an invoice following purchase, activities, or event completion.



intent. Additional consideration may be awarded for sustainability, quality, innovation, experience, and focus on special needs.


Please see attached memo.

Total of Funds Requested \$ 41,762 _____

Has your organization received Coalition funding in the past? 2016 _____ (year)

I certify that the information in this request is true and accurate, to the best of my knowledge, and that any funds granted will be used as proposed and approved. I also agree to provide documentation as requested to certify use of funds and outcome of project.

As a recipient of grant funds, I and/or the organization I represent will make every effort to participate in the St. Louis Coalition for Roadway Safety meetings and/or I and my organization will serve as liaisons for information and assist with promoting Coalition activities within my community.

PREPARED by Signature: 

Title: Sergeant Date: 3-7-22

AUTHORIZED by Signature: _____

Title: _____ Date: _____

Email Completed Application to:
St. Louis Coalition for Roadway Safety
Attn: Teresa Krenning
14301 South Outer Forty Drive
Chesterfield, MO. 63017
teresa.krenning@modot.mo.gov

30c



To: Honorable Mayor and City Council
From: Kevin Quaethem, Public Works Superintendent
Subject: Cochran Proposal for Southpoint Ground Water Storage Tank
Date: March 29, 2022

Mayor and Council,

Staff requested RFQ's for the design, geotechnical investigation and construction administration for the Southpoint Ground Water Storage Tank. We received two from Design Proposal Group and Cochran Engineering.

After an internal review, Cochran was chosen for the project. Staff met with them to discuss the scope of work and they came back with a Proposal for Professional Design Services totaling \$74,960.00.

The Board of Public Works gave approval, and staff is asking for your approval to proceed with Cochran Engineering.

Thank You,

A handwritten signature in black ink that reads "Kevin Quaethem". The signature is written in a cursive style.

Kevin Quaethem
Public Works Superintendent



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

February 17, 2022

John Nilges
Public Works Director
City of Washington
405 Jefferson Street
Washington, MO 63090

SENT VIA: Email
(jnilges@washmo.gov)
(kquaethem@washmo.gov)

RE: Proposal – Professional Design Services
Southpoint Ground Water Storage Tank

Dear Mr. Nilges:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional design services for the above-referenced project. In accordance with our discussions we offer the following professional services:

ITEM NO. 1: DESIGN

SCOPE OF WORK

1. Design will include Ground Storage Tank Elevations, Ground Storage Tank Details, Site Plan, Grading Plan, Utility Plan, and Construction Details. Design fees are based on the attached approved conceptual site plan dated March 2021.
2. Prepare 30%, 60%, and 90% plans for owner review and approval. Plans will be prepared in accordance with Missouri Department of Natural Resources and Owner requirements.
3. Permitting of the project with the Missouri Department of Natural Resources to obtain a Construction Permit. Cochran will prepare the MDNR construction permit application for signature by Owner. A brief Engineering Report will be required by MoDNR.
4. Prepare Project Manual for use in bidding and construction. The project manual will contain contract documents (front end documents) and technical specifications. We anticipate two construction contracts.
5. Prepare final engineer's cost estimate. Participate and assist in pre-bid meeting, bid openings, contractor selection, and pre-construction meeting. Cochran will also prepare a bid tabulation.

FEE:

The total amount of fee to be paid for the professional services outlined in **Item No. 1** of this proposal shall be a lump sum fee of **\$35,600.00**. This fee is good for a period of thirty (30) days from the date of this proposal.

ITEM NO. 2: GEOTECHNICAL INVESTIGATION

SCOPE OF WORK:

1. Per your request, we propose to explore the subsurface conditions at the site of the referenced project by drilling 5 borings to a depth of 30 feet below the existing ground surface. The borings will be drilled within the proposed water tank footprint. The borings will extend to their planned termination depth or auger refusal (whichever is

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	2804 N. Biagio 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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www.cochraneng.com

Initials _____

3Da

encountered first). Upon encountering refusal of the drilling auger, rock cores will be performed to a depth of 5 feet below the encountered rock surface in two of the borings. The borings will be located in the field and surface elevations interpolated via available existing contour information.

Standard penetration tests (SPT) will be performed at 2.5- to 5-foot intervals in the overburden soils. NX-sized rock cores will be attempted in two of the borings. The borings will be backfilled with the auger cuttings upon completion of drilling. The samples from the field exploration program will be transported to our laboratory for classification and testing. We will determine the moisture content of each cohesive sample, Atterberg limits testing will be performed as needed on select samples, and the rock samples will be observed and classified.

Feasible foundation types and related design parameters, seismic design considerations, general site drainage, rock excavation considerations (if any), suitability of on-site soils for use in engineered fills and earth-related construction procedures will be presented in a summary report.

CLIENT RESPONSIBILITY:

The Client shall mark private underground utilities prior to drilling.
Client shall provide clearing for rig and support truck access to boring locations.

FEE:

The total amount of fee to be paid for the professional services outlined in **Item No. 2** of this proposal shall be a lump sum fee of **\$6,560.00**. This fee is good for a period of thirty (30) days from the date of this proposal.

ITEM 3: CONSTRUCTION ADMINISTRATION/TESTING/INSPECTION

SCOPE OF WORK:

The Engineer will serve as the Owner's representative for administering the terms of the construction contract between the Owner and their contractor. Engineer will endeavor to protect the Owner 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 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. Cochran will provide site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. The Engineer will accompany Owner representatives on visits to the project site as requested.
2. Tank foundation inspection including geotechnical inspection of exposed bearing stratum of footings, reinforcing steel inspection and concrete testing.
3. Inspection of tank construction including steel material, welds, sandblasting/surface preparation, coating application, coating thickness, and tank appurtenances. We anticipate hiring a sub-consultant to perform this scope of work.
4. Reject work not conforming to the project documents.
5. Prepare change orders for issuance by the Owner as necessary and assure that proper approvals are made prior to work being performed.
6. Review shop drawings, submittals, wage rates, pay applications, and other related items called for in the contract documents.
7. Be present during critical construction operations.
8. An inspector will be on-site as needed to measure payment quantities for solid rock excavation.

Initials _____

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9. Participate in final inspection and provide Punchlist.

FEE:

The total amount of fee to be paid for the professional services outlined in **Item No. 3** of this proposal shall be a lump sum fee of **\$32,800.00**. This fee is good for a period of thirty (30) days from the dated of this proposal. Water main inspection fees are based on (20) hours of inspection per week for (3) weeks. Longer construction duration may result in additional fees.

SERVICES NOT INCLUDED:

(All can be provided under a separate proposal on a time and materials basis.)

1. Architectural Services
2. Environmental/Wetlands/Asbestos/Traffic/Fire Flow Studies or Reports
3. Recording and Permit Fees
4. Construction Stakeout
5. Zoning Activities/Approvals
6. ALTA/NSPS Land Title Survey
7. As-Built Drawings
8. Borings to Determin Rock Depth along Water Main Alignment
9. Easement Acquisition
10. Full-Time Inspection
11. Watermain Inspection
12. Off Site Water Main Design

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.
3. General day-to-day review of construction.

TOTAL FEE:

The total amount of fee to be paid for the professional services outlined in this proposal shall be as summarized in the following table. This fee is good for a period of thirty (30) days from the date of this proposal.

ITEM NO. 1: DESIGN	\$ 35,600.00
ITEM NO. 2: GEOTECHNICAL INVESTIGATION	\$ 6,560.00
ITEM NO. 3: CONSTRUCTION ADMINISTRATION/TESTING/INSPECTION	\$ 32,800.00
TOTAL	\$ 74,960.00

EASEMENT EXHIBITS – As needed, Cochran will prepare easement exhibits for parcels along the new water main for use in acquisition of easements. Fee for this service will be \$350 per parcel/exhibit.

1. Reimbursable Expenses – Mileage, long distance telephone calls, courier, in-house and out-of-house printing charges, etc. are not included in the above fees and will be billed to the Client at cost. It is estimated that the reimbursable expenses will not exceed **\$500.00**.
2. Any tasks in addition to those specifically described above, will be billed as extras on a time and materials basis using the attached rates.
3. Billing for Cochran fees and reimbursable expenses will be submitted monthly.

Initials _____

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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.

AFFIDAVIT OF COMPLIANCE:

In accordance with the provisions of Section 34.600 RSMo. Cochran shall, upon execution of the Contract, execute and deliver to the City an affidavit in the form marked Exhibit A attached hereto and incorporated herein by reference. Failure to provide the affidavit and comply with the provisions of Section 34.600 RSMo shall render the Contract void.

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 636-584-0540. Thank you.

Mr. John Nilges
City of Washington
Proposal – Southpoint Ground Water Storage Tank
February 17, 2022

Page 5

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

Sincerely,



David Van Leer, P.E.
Cochran

Acceptance:
City of Washington

By: _____

Title: _____

Date: _____

Attachments: Exhibit A – Affidavit of Compliance
 Exhibit B – Preliminary Site Grading Plan
 Tank Inspection Proposal – Mid-South Tank Consultants
 Standard Charge Out Rates
 Cochran Terms & Conditions

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**AFFIDAVIT OF COMPLIANCE
ANTI-DISCRIMINATION AGAINST ISRAEL ACT**

Affidavit of Compliance with Section 34.600 RSMo for Contracts over \$100,000 or for Contractors with Ten (10) or more employees:

I, Steven Laune [Contractor Agent], being duly sworn, attest and state, under penalty of perjury, as follows:

1. I am employed by CB Engineering, Inc. dba Cochran [Contractor] and serve as the Business Manager [Position with Contractor].
2. I hereby affirm that CB Engineering, Inc. dba Cochran [Contractor]:
 - a) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; or
 - b) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or
 - c) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from persons or entities doing business in the State of Israel.


Further Affiant Sayeth Not.



[Contractor Agent]

STATE OF MISSOURI)
Franklin COUNTY) ss.

Subscribed and sworn to me, a notary public, this 4 day of February, 2022.



Notary Public

My commission expires: June 16, 2025

JESSICA HAYNES
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 16, 2025
FRANKLIN COUNTY
COMMISSION #13493936

SITE GRADING PLAN



MARCH, 2021

LEGEND

EXISTING	PROPOSED



**Mid-South
Tank Consultants**
1863 Bradshaw Blvd • Cookeville, TN 38506
270-559-4727

Cochran Engineering
Attn: Mr. David Van Leer, P.E.
530A E Independence Dr.
Union, MO 63084

Dear Mr. Van Leer,

Critical Phase Inspection of the New Ground Storage Tank; Washington, MO

This agreement is to confirm our recent conversation regarding the critical phase inspection during erection and painting activities of the subject tank. Our inspection service and costs are as follows:

INSPECTION OF ERECTION WORK IN PROCESS (up to 3 trips)...\$3,300.00

1. Fabrication inspection of new construction
2. Photographic documentation – all phases of erection
3. Access all tank surfaces to assure proper fit up of tank panels
4. Review weld seams to assure removal of weld spatter, grinding of rough edges, and repair of fit up scars

INSPECTION OF PAINTING WORK IN PROCESS (up to 9 trips)...\$9,900.00

1. Inspection of repair and painting activities.
2. Photographic documentation - all phases of blasting/painting/repair.
3. Equipment and materials checks.
4. Inspection of surface preparation.
5. Inspection of each coat of paint applied.
6. Batch numbers of all coatings on site recorded.
7. Holiday detection of interior water bearing surfaces.
8. Bound report including individual trip logs and pictorial history of job progress.

If additional inspections are required, they will be \$1,100.00/trip and shall be authorized by you as an amendment to this agreement.

Submitted by:

Accepted by:

Jeff W. Oakley
NACE #319

Date:

Date:

February 4, 2022

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2022 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
Effective August 1, 2021, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal	\$ 175.00
Managing Engineer	\$ 150.00
Engineer 1	\$ 140.00
Engineer 2	\$ 130.00
Engineer 3	\$ 115.00
Engineer 4	\$ 105.00
Engineer 5	\$ 95.00
Senior Architect	\$ 150.00
Architect 1	\$ 125.00
Architect 2	\$ 115.00
Architect 3	\$ 105.00
Managing Surveyor	\$ 140.00
Surveyor 1	\$ 130.00
Surveyor 2	\$ 120.00
Surveyor 3	\$ 110.00
Senior Manager	\$ 85.00
Secretary	\$ 55.00
Field Manager	\$ 75.00
Inspector	\$ 70.00
Technician	\$ 55.00
MoDOT Certified Technician	\$ 60.00
Drafter/Survey Tech 1	\$ 105.00
Drafter/Survey Tech 2	\$ 95.00
Drafter/Survey Tech 3	\$ 85.00
Drafter/Survey Tech 4	\$ 70.00
One Man Survey Crew	\$ 120.00

Note:

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.
*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

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

2804 N. Biagio 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

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.

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. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. 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.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**

Updated 01/2016

Initials _____

3Da

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ACCEPT THE SALES CONTRACT FROM COCHRAN ENGINEERING FOR PROFESSIONAL DESIGN SERVICES FOR THE SOUTHPOINT GROUND WATER STORAGE TANK

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to accept the sales contract from Cochran Engineering for the Southpoint Ground Water Storage Tank in the amount totaling Seventy Four Thousand Nine Hundred Sixty Dollars and Zero Cents (\$74,960.00.) A copy of said contract is attached hereto and marked as Exhibit A.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect and be in full force from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A SALES CONTRACT

This Sales Contract, made and entered into this _____ day of _____, 2022 by and between **Cochran Engineering, 530A East Independence Drive, Union, MO 63084**, hereinafter referred to as "Seller"; and the City of Washington, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the best quote received for design services for the Southpoint Ground Water Storage Tank in the bid document.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with professional design services, geotechnical investigation, construction administration, testing, and inspection for the construction of the Southpoint Ground Water Storage Tank for the payment in the total sum of Seventy-Four Thousand and Nine Hundred Sixty Dollars and Zero Cents (\$74,960.00.)

The contract documents shall consist of the following:

- A. This Contract
- B. Signed copy of Ordinance
- C. General Specification and Bid

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties.

These documents are as fully a part of the contract as if attached hereto or repeated herein.

This agreement shall be construed or determined according to the laws of the State of Missouri.

IN TESTIMONY WHEREOF, Seller has hereunto set its hand, and the City of Washington executes this contract the day and year first written.

SELLER:

CITY:

CITY OF WASHINGTON, MISSOURI

BY: _____
Company Representative

BY: _____
Mayor - Washington, MO

ATTEST: _____
City Clerk