

**COUNCIL WORKSHOP MEETING
MONDAY, NOVEMBER 6, 2023 – 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 October 2, 2023, Budget Workshop minutes

Approve/Mayor

2. PRESENTATIONS:

3. REPORT OF DEPARTMENT HEADS:

A. Communications Department –

a. PSAP Agreement

Discuss-Send to Council

B. Engineering Department -

a. Front Street ADA Improvements Project -
Supplemental Agreement No. 1

Discuss-Send to Council

b. Jefferson Street-Road & ADA Compliance Project -
Supplemental Agreement No. 2

Discuss-Send to Council

c. Main Street Reconstruction & ADA Compliance Proposal &
Budget Amendment

Discuss-Send to Council

d. Plotter and Scanner Purchase

Discuss-Send to Council

e. Semi-Annual Landfill Groundwater Monitoring Program

Discuss-Send to Council

C. Fire Department -

a. Mobile Radios Purchase & Budget Amendment

Discuss-Send to Council

D. Parks Department -

a. Field Pro 6040 Groomer Purchase

Discuss-Send to Council

E. Water/Wastewater Department -

a. Water Connection Fees Code Amendment

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
MONDAY, OCTOBER 2, 2023**

The Council Workshop Meeting was held on Monday, October 2, 2023, at 6:00 p.m. in the Council Chamber, 405 Jefferson Street, Washington, Missouri. Mayor Hagedorn opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Doug Hagedorn	Present	
Council Members:	Ward I	Al Behr	Present
		Duane Reed	Present
	Ward II	Mark Hidritch	Present (6:03 p.m.)
		Mark Wessels	Present
	Ward III	Chad Briggs	Present
		Jeff Patke	Present
	Ward IV	Mike Coulter	Present
		Joe Holtmeier	Present

Also Present:	City Clerk	Sherri Klekamp
	Human Resources Manager	Shauna Pfitzinger
	Library Director	Nelson Appell
	Finance Director	Mary Sprung
	Street Superintendent	Tony Bonastia
	Economic Development Director	Sal Maniaci
	Parks Director	Wayne Dunker
	Emergency Management Director	Justin Frankenberg
	Fire Chief	Tim Frankenberg
	Police Chief	Jim Armstrong

Approval of Minutes

A motion to approve the minutes from the August 21, 2023, Budget Workshop meeting as presented made by Wessels, seconded by Behr, passed without dissent.

Report of Department Heads

A. Parks Department-

a. City Auditorium Roof Replacement

October 2, 2023

Honorable Mayor and City Council

City of Washington

405 Jefferson Street

Washington, MO 63090

RE: Bid Recommendation – Auditorium Exterior Foam Roof Insulation

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular building purchase is needed, staff will annually review the facility and discuss why it is needed. As such, City Administration and staff identified the need to insulate the exterior of City Auditorium roof with

October 2, 2023

a smooth spray foam product to help reduce energy costs. This project was approved in the Capital Improvement Sales Tax fund. Due to the complexity of the building's roof, Eagan Design Build is overseeing the project. Eagan bid out the project and received two bids.

Midwest Commercial Roofing LLC. - \$117,790

Nappier Construction (Shingle Tech) - \$142,794
After due diligence by Eagan, it was discovered that Midwest Commercial Roofing had not bid all the work necessary for the project, adding an additional \$18,500 to their project total (\$136,290). Midwest Commercial Roofing does not carry Workmen's Compensation insurance, a City requirement, and therefore is a non-responsive bidder.

Accordingly, Eagan Design Build and staff recommend that Council consider Nappier Construction's bid in the amount of \$142,794.00 (amount includes \$6,000 for unforeseen conditions) for the installation of an exterior foam roof on the City Auditorium.

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

Respectfully,

Wayne Dunker, MA, CPRP

Director of Parks & Recreation

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

b. City Auditorium Masonry Repairs

October 2, 2023

Honorable Mayor and City Council

City of Washington

405 Jefferson Street

Washington, MO 63090

RE: Bid Recommendation – Auditorium Masonry Repairs

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular building purchase is needed, staff will annually review the facility and discuss why it is needed. As such, City Administration and staff identified the need to perform various masonry repairs. This project was approved in the Capital Improvement Sales Tax fund. Eagan Design Build is overseeing the project, bid the project out and received two bids (see below).

Patke Restoration LLC - \$159,805

Staat Inc. Tuckpointing & Waterproofing - \$176,614

The bidders were asked to bid a full repair package for the building so the City knew what work will be needed in the future. Prior to the bid process, Eagan outlined a limited amount of work to address immediate needs of stabilizing the masonry, which included restoration of the front elevation, caulking of settlement cracks and cleaning & sealing of the masonry.

Accordingly, Eagan Design Build and staff recommend that Council consider Patke Restoration's bid in the amount of \$44,905.00 (amount includes \$6,000 for unforeseen conditions) for masonry repairs to the City Auditorium.

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

Respectfully,

Wayne Dunker, MA, CPRP

October 2, 2023

Director of Parks & Recreation

Parks and Recreation Director Wayne Dunker discussed the agreement. After discussion, a motion to forward to Council made by Holtmeier, seconded by Coulter, with Patke abstaining.

*Optimist Park Ribbon Cutting Wednesday, October 4, 2023, at 5:15 p.m. Immediately following will be the Parks & Recreation Commission Meeting.

*City Administrator Darren Lamb, Parks & Recreation Director Wayne Dunker and four Washington in Bloom Committee Members attended the America in Bloom Annual Symposium and Awards Celebration September 28 – September 30, 2023. The City was the winner of the Urban Forestry Outstanding Achievement Award and was the winner of the 10,000 – 15,000 Population Category Award. The City also received special recognition for its Urban Forestry from its Advisors.

B. Street Department-

a. Bulk Rock Salt Contract Extension

September 15, 2023

RE: Recommendation – Extend Contract for the Purchase of Bulk Rock Salt for the Street Department

Honorable Mayor and City Council,

As you may be aware every year, we go out for bid for the lowest & best price for bulk rock salt (supply & delivery) for inclement winter weather operations within the City of Washington. We did not use any of the salt for \$91.18 per ton off of last year’s contract thru Oakley Fertilizer, as it was not needed.

This year we can extend last year’s contract with Oakley Fertilizer with a decrease, in price per ton from last year’s price of \$91.18 to this year’s price of \$80.42 per ton. The Street Department has budgeted for Bulk Rock Salt out of the Chemical Account (001-18-000-533100).

Instead of going out for bid’s we based the almost 13% decrease in price against last year’s bid and the quality of service we receive from Oakley Fertilizer.

<i>City of Washington Bid</i>	<i>Per Ton</i>
<i>Oakley Fertilizer</i>	<i>\$80.42</i>

I am recommending that the City of Washington extend our contract with Oakley Fertilizer for one (1) year for the lowest and best price for the City of Washington.

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,

Tony Bonastia

Street Superintendent

Street Superintendent Tony Bonastia discussed the contract extension. After discussion, a motion to forward to Council made by Patke, seconded by Behr, passed without dissent.

Miscellaneous

*Mayor Doug Hagedorn recognized Justin Frankenberg as our new Emergency Management Director.

Adjournment

With no further business to discuss, a motion to adjourn made at 6:27 p.m. by Behr, seconded by Briggs passed without dissent.

October 2, 2023



October 31, 2023

Mayor Doug Hagedorn

City Council Members

405 Jefferson St.

Washington, MO 63090

Honorable Mayor and City Council Members,

Attached is an ordinance and agreement for Public Safety Answering Point (PSAP) support services between the City of Washington and Franklin County. The purpose of this agreement is to provide guidance for the cooperative and coordinated procurement, construction, implementation, operation, and maintenance of emergency communication services. This agreement also specifies our responsibilities for financing, administration, and operation of 911 service.

This agreement was not included previously as it was not finalized by all the PSAPs involved in time for the last meeting.

I will be available at the November 6th council meeting to answer any questions.

Respectfully,

Jennifer Brune, Director of Communications

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT FOR PUBLIC SAFETY ANSWERING POINT ("PSAP") SUPPORT SERVICES BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND FRANKLIN COUNTY, 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 an Agreement For Public Safety Answering Point ("PSAP") Support Services with Franklin County, Missouri. A copy of said agreement 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 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
COUNTY OF FRANKLIN, MISSOURI
AGREEMENT FOR PUBLIC SAFETY
ANSWERING POINT (“PSAP”) SUPPORT SERVICES

THIS AGREEMENT FOR PUBLIC SAFETY ANSWERING POINT (“PSAP”) SUPPORT SERVICES (“Agreement”) is made pursuant to Article VI, Section 16 of the Missouri Constitution, and Chapter 70 of the Revised Statutes of Missouri, and is hereby made and entered into this _____ day of _____ 2023 by and between the County of Franklin, Missouri, a political subdivision of the State of Missouri (the “County”), and the City of Washington, Missouri, a municipal corporation and political subdivision of the State of Missouri (the “City”), hereinafter collectively referred to herein as “Parties” or individually as a “Party”;

WHEREAS, the County and the City each own and operate a Public Safety Answering Point (PSAP); and

WHEREAS, the Parties have been investigating and evaluating suitable strategies to support regional public safety applications and their integration among Public Safety Answering Points (PSAPs); and

WHEREAS, the PSAPs require emergency communications services equipment and/or significant software upgrades; and

WHEREAS, there are opportunities, through shared procurements, to contain aggregate costs, enhance PSAP interoperability, improve intra-PSAP and inter-PSAP backup processes, and offer best value; and

WHEREAS, the Parties also agree that by sharing 911 Call Handling Systems for phones, a degree of resiliency and redundancy can be achieved for 911 as well as a mechanism for cost sharing; and

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth their respective rights, duties and obligations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby undertake, promise, and agree as follows:

DEFINITIONS

“Database Charges” mean the charges by a Vendor for E-911 ALI database access.

“Host Call Processing Equipment” (Host CPE) means (1) the hardware and equipment including the provision of data centers, that is needed to operate, manage, and host the Remote CPE and the 9-1-1 System, but excluding the Remote CPE and (2) the software used to accept, deliver, operate, and manage 9-1-1 voice/text information, location information, and related data from the telephone service providers to Remote CPE and to the 9-1-1 System.

“Host Costs” consists of the cost of the equipment required to establish the host, in addition to all hardware warranties and support costs necessary for the proper operation and upkeep of the Host Equipment imposed by the Vendor.

“Individual Costs” means those expenses reasonable and necessary for the day-to-day operation of a PSAP and shall include such things as staffing, training, utilities, furniture, internet/email costs, and IT support for daily operations. Each individual PSAP shall be responsible for individual costs as well as reconfiguration costs incurred by the PSAP as a result of the addition, deletion, or reconfiguration of equipment at their PSAP that requires reconfiguration of the Host/remote equipment.

“PSAP Equipment” means client workstation monitors, dispatch area central processing units, and other peripherals of the PSAPs that are required under the agreement with the Vendor to facilitate the processing of 911 calls/texts routed from the Common Equipment.

“Public Safety Answering Point (PSAP)” means a communication facility operated on a 24-hour basis, which first receives 911 calls/texts from persons in a 911-service area and which may, as appropriate, directly dispatch public safety services or extend, transfer, or relay 911 calls/texts to appropriate public safety agencies.

“Remote Call Processing Equipment” (Remote CPE) means the hardware and equipment specific to a PSAP which accepts, delivers, and manages 9-1-1 voice/text information, location information, and related data from the host and telephone service providers to the call taker/dispatcher and the 9-1-1 System.

“Remote Costs” includes the costs of installation, operation, and maintenance of approved call handling equipment, remote to host network costs, related trunking/telco costs for transport of calls/texts from the PSAP geographical service area to the host, and GIS data/software necessary.

“Text Control Center” (TCC) means the entity used to route Text Messages to the PSAP through the 911 system.

“Vendor” or “Vendors” means equipment, software, license, and/or service provider(s) for procurement of products or services, including maintenance services.

PURPOSE AND POWERS

The purpose of this Agreement is to provide guidance for the cooperative and coordinated procurement, construction, implementation, operation, and maintenance of emergency communications services and to provide for the inclusion of other PSAPs in the future. This Agreement is also intended to carry out the duties assigned to PSAPs by the State of Missouri, and the Parties responsible for the financing, administration and operation of 911 service.

SHARING OF 911 INFRASTRUCTURE

For the Sharing of the 911 Infrastructure, it is the intent that the Parties will:

1. Identify backup telephone numbers that the 911 calls/texts could be routed to in the event of failure.
2. Identify County as a Host Site, which will be responsible for the Host Costs and Host Call Processing Equipment. Any required host specific equipment maintenance or upgrades will be done under the contract that the Host Site has with the communications Vendor.
3. Provide for the maintenance costs of their workstations and any unique interface costs as well as the costs of third-party mapping software.
4. Enter into a system upgrade agreement with AT&T. Estimated costs to the County for the upgrade are \$1,042,976.50. Estimated costs to the City are \$278,699.39.

For the Host Equipment Infrastructure, it is the intent of the Parties that the approved Host Site entity will:

1. Configure the shared Host Equipment to allow for the operation of the remote equipment utilized by the Parties to this Agreement.
2. Configure the Host Equipment so that, in the event of a loss of connectivity with remote site or sites, calls/texts can be immediately answered in one of the other remote sites.
3. Ensure that redundancy is configured so that there should not be a loss of service if the Host Equipment is rendered unusable or is off-line for maintenance. This may be done through call routing to a different PSAP outside of this agreement.
4. Perform any Host Equipment maintenance upgrades under the contract that Host Site has with the selected Vendor.

COSTS

For the purpose of funding 911 at the individual PSAP level, it is necessary to define or categorize the associated costs and determine responsibility. The following categories of costs shall be divided into Host Cost, Remote Cost, and Individual PSAP cost.

1. **INDIVIDUAL COST** – These costs are defined as expenses reasonable and necessary for the day-to-day operation of a PSAP and shall include such things as staffing, training, utilities, furniture, internet/email costs, and IT support for daily operations. Each individual PSAP shall be responsible for any reconfiguration costs incurred by the members as a result of the addition, deletion or reconfiguration of equipment at their PSAP that requires reconfiguration of the Host/remote Equipment. Each individual PSAP shall be responsible for procurement and payment of anything deemed an individual PSAP cost.

2. **REMOTE COST** – These costs are generally defined as the cost associated with being a remote PSAP, served by a geographic Host Site as outlined in this Agreement. These costs shall include installation, operation and maintenance of approved call handling equipment, remote to host network costs, related trunking/telco costs for transport of calls/texts from the PSAP geographical service area to the host, and GIS data/software necessary for participation with the host/remote configuration utilized by the PSAP of this joint entity.

3. **HOST COST** - consists of the cost of the equipment required to establish the host, in addition to all hardware warranties and support costs necessary for the proper operation and

upkeep of the Host Equipment imposed by the Vendor. The Host Site is responsible for the Host Costs.

4. BILLING – The City shall establish individual contracts with the approved Vendors for individual and remote costs. If there are costs found to be Remote that cannot be separated, the City will be billed by the County for their portion of the Remote costs. The County agrees to keep accurate records and submit invoices along with copies of all supporting documentation each month.

5. PAYMENT – The City agrees to submit the invoice presented by the County to its City Administrator for payment in accordance with the City’s regular claims process as soon as possible upon receipt of an invoice from the County.

6. DEFAULT/WITHHOLDING PAYMENTS – The City shall not be permitted to default upon any proper payment due the County. Default shall be considered 90 days after the invoice date. The City may not withhold payment to the County because of a perceived technical issue or ongoing dispute. If the County Commission is formally notified that the City is in default for non-payment, and the Parties are unable to reach an agreement for payment, the County Commission may take legal action against the City. If either party defaults in the performance of any covenant of this Agreement other than for the payment of money, and remains in default for 30 days after written notice from the non-defaulting party, the non-defaulting party, at its option, may immediately terminate the Agreement or pursue any legal action against the defaulting party. In the event of litigation between the parties, the prevailing party shall recover reasonable attorney’s fees and costs from the non-prevailing party.

7. PROCUREMENT – Each Party shall procure its own back-up and disaster recovery strategy, hardware, software, licenses, support, and services to include any telephone/ network services required. Such PSAP shall have the Vendor bill them directly. No Party shall make a purchase on behalf of the other Party that would encumber the other Party financially without approval of the Party’s governing body authorizing such a purchase.

8. OTHER COSTS – County shall be responsible for Database Charges and Text Control Center fees for the geographic area of Franklin County.

MAPPING SYSTEM AND GIS DATA

All Parties to this Agreement are expected to maintain at their own expense a mapping system and GIS data that is technically compatible with the other Party’s equipment and that meets current National Emergency Number Association (NENA) standards. Each party will share this data with the Host Site for implementation into the Host Call Processing Equipment as needed. Each Party shall be responsible for all costs related to its mapping systems and GIS data maintenance.

NO SEPARATE ENTITY

This Agreement does not create a new or separate legal entity and its powers are limited to those granted by this Agreement and by the provisions of Article VI, Section 16 of the Missouri Constitution, and Chapter 70 of the Revised Statutes of Missouri.

TERM

This Agreement shall take effect upon execution by the Parties, and shall continue in effect for a period of three (3) years. Either Party may terminate this Agreement by giving no less than ninety (90) days' notice to the other Party.

COOPERATION

The Parties will cooperate and use reasonable efforts to ensure that the various provisions of this Agreement are fulfilled. The Parties agree in good faith to undertake the resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

INDEPENDENT ENTITIES

Each Party is, and shall remain, an independent entity with respect to all products and services acquired or performed under this Agreement. Each Party shall select the means, method, and manner of performing their respective roles herein. Each Party represents that it has or will secure at its own expense all personnel and applicable insurance required in performing its respective services under this Agreement. All personnel of any Party or other contractors or agents performing services for any Party shall not be considered an employee of any Party other than the Party employing such employee, contractor, or agent. Any and all claims that may or might arise under any applicable Federal or State law, rule, or regulation on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against any Party's representative, its officers, agents, contractors, or employees shall in no way be the responsibility of any other Party. The Parties do not waive their sovereign immunity by entering into this Agreement and fully retain all immunities and defenses provided by law. This section survives any termination of this Agreement.

SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed, and the remainder of this Agreement will remain in full force and effect. The Parties further recognize that this Agreement shall be subject to amendments in laws and regulations and to new laws and regulations. Any law or regulation that invalidates, or is otherwise inconsistent with the terms of this Agreement or that would cause one or more Parties to be in violation of the law or regulation, shall be deemed to have superseded the terms of this Agreement, provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible.

THIRD PARTY RIGHTS

This Agreement does not create any third-party rights for those who are not a Party to this Agreement.

ASSIGNMENT

This Agreement may not be assigned or transferred, whether voluntarily or by operation of law, nor may any of the duties and responsibilities be assigned or transferred, whether voluntarily or by operation of law, without prior written consent of the non-assigning Parties.

AMENDMENT

This Agreement may be amended only by a written, signed and dated agreement of all Parties to the Agreement, except for any Parties that have withdrawn or been terminated from such Agreement in accordance with the section of this Agreement entitled “**TERM**”. In the event of an amendment to this Agreement, any unamend or unaltered sections of this Agreement shall remain in full force and effect.

BINDING EFFECT

This Agreement shall be binding upon the successors and assigns of the Parties hereto.

INDEMNIFICATION

To the extent permitted by law, each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, attorney’s fees, claim, judgment, suit and/or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the indemnifying Party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand, or cause of action. These indemnification provisions are not intended to waive a Party’s sovereign immunity.

HEADINGS

The headings used in this Agreement are for convenience and are not used in the construction of this Agreement.

JOINT WORK PRODUCT

This Agreement is the joint work product of all Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party due to document preparation.

NOTICE

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

CONFIDENTIALITY

Each Party will take reasonable precautions to protect the other Parties' Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own Confidential Information, which shall not be less than reasonable care. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, or machine-recognizable form, and is marked, designated, labeled, or identified at the time of disclosure as being confidential or its equivalent. In addition and notwithstanding any provision to the contrary, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving Party without breach of this Agreement; (v) is explicitly approved for release by written authorization of the disclosing Party or (vi) receiving Party may disclose information as necessary to comply with state public records laws. The receiving Party may disclose Confidential Information if required by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the receiving Party gives the disclosing Party reasonable prior written notice so that the disclosing Party may contest such disclosure.

IN WITNESS WHEREOF, the parties hereto set their hands to this Agreement upon the day and year hereinafter indicated.

EXECUTED this ____ day of, 20____.

County of Franklin, Missouri

Tim Brinker, Presiding Commissioner

Todd Boland, First District Commissioner

Dave Hinson, Second District Commissioner

City of Washington

James D. Hagedorn, Mayor

SEAL:

Attest: _____
Sherri Klekamp, City Clerk



October 18, 2023

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

**RE: Front Street ADA Improvements Project, STP-4940(607)
Professional Service Contract Supplemental Agreement #1, Participating Costs**

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

Find enclosed an ordinance that would allow the City to enter into Supplemental Agreement No. 1 with CDG Engineers, Inc. for engineering services for the subject project between Stafford and Jefferson Streets. This Supplemental Agreement addresses additional design requirements related to stormwater improvements and right of way acquisition document preparation which was not anticipated in the initial design phase.

Approval is recommended.

This project includes a two-inch asphalt overlay with full width cold milling and sidewalk, curb and gutter and access ramp replacement including ADA accessibility upgrades, removing and replacing storm sewer inlets and improving street crossing with street pavers.

Cost of the project:

DESIGN costs PARTICIPATING	\$129,700.00
CONSTRUCTION INSPECTION costs PARTICIPATING.....	\$ 89,800.00
DESIGN costs SUPPLEMENTAL AGREEMENT NO. 1 PARTICIPATING.....	<u>\$ 47,300.00</u>
Total.....	\$266,800.00

Budget Information:

The cost estimate for construction is \$962,000. The total project costs including design, right of way acquisition, construction oversight and construction are \$1,158,800. The federal participation for the entire project will be \$845,600 and the City's share will be \$313,200. The current schedule is for construction in 2025.

3Ba

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Andrea F. Lueken". The signature is fluid and cursive, with a long horizontal stroke at the end.

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

3Ba

A solid blue horizontal bar spanning the width of the page at the bottom.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A SUPPLEMENTAL AGREEMENT NO. 1 WITH CDG ENGINEERS, INC. FOR ENGINEERING SERVICES FOR THE FRONT STREET ADA IMPROVEMENTS PROJECT

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 Supplemental Agreement No. 1 by and between the City of Washington, Missouri and CDG Engineers, Inc. for Engineering Services for the Front Street ADA Improvements Project in the City of Washington, Missouri. A copy of the agreement is attached and is marked as Exhibit A.

SECTION 2: 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 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



One Campbell Plaza
St. Louis, Missouri 63139
T. 314 781 7770 F. 314 781 9075
www.cdgengineers.com

August 23, 2023

Ms. Andrea Lueken, PE
Assistant City Engineer
CITY OF WASHINGTON
PLANNING AND ENGINEERING
405 Jefferson Street
Washington, Missouri 63090

**RE: Front Street Improvements
Supplemental Agreement No. 1
CDG Project No. 22251**

Dear Ms. Lueken:

In accordance with recent discussions CDG Engineers, Inc. ("CDG") submits this engineering services proposal for your review and consideration.

As part of the preliminary design for the Front Street Improvements project it was determined that easement acquisitions are needed to construct the proposed improvements desired by the City, requiring a full right-of-way development phase. Additionally, the City identified stormwater deficiencies in the area that it desires to be addressed as part of the Front Street work.

ADDITIONAL SCOPE OF WORK:

The services that CDG proposes to render are as follows:

1. Perform site visit to investigate existing sewers and collect measure down information for existing sewer structures at the Front Street intersections of Elm Street and Oak Street.
2. Prepare City of Washington Floodplain Development Permit (including No-Rise Certification). It is assumed that the Floodplain Administrator will only require a letter/form to issue approval and will not require flood plain modeling as part of the No-Rise Certification.
3. Prepare Right-of-Way Plans (6 sheets).
4. Prepare easement acquisition documents. An easement exhibit will be developed for each parcel with a TCE. An easement exhibit and legal description will be prepared for each parcel with a PE. Title reports are not required for parcel requiring easements.
5. Design storm sewer improvements at the Elm Street intersection and the Oak Street intersection to address almost yearly stormwater washouts and water levels above the existing top of curb elevation. It is assumed that the existing storm sewer discharge pipes to the Missouri River are adequately sized to handle any additional project flows.
6. Perform QA/QC.

PROFESSIONAL SERVICES FEE:

CDG proposes to provide professional services at the basis of CDG's actual cost incurred plus a predetermined fixed fee of Four Thousand, Three Hundred Seventy Dollars and Sixty-Four Cents (\$4,370.64), with a ceiling established for said design services in the amount of Forty-seven Thousand, Three Hundred Dollars (\$47,300).



The total project fee ceiling for the Front Street Improvements project is hereby increased from Two Hundred Nineteen Thousand, Five Hundred Dollars (\$219,500) to Two Hundred Sixty-six Thousand, Eight Hundred Dollars (\$266,800).

TIME OF PERFORMANCE:

CDG will commence work after receipt of written notice-to-proceed.

Cost of starting, stopping or delaying the project: The fees for professional services identified in this proposal are based on the project schedule provided within this proposal. If the project is delayed or stopped and restarted by the client for an extended period of time, the overall project fee may be subject to an adjustment depending upon the impact of the delay on CDG project efficiency. This adjustment will be determined by identifying actual increased costs and determined in negotiations with the client.

TERMS AND CONDITIONS:

Terms and Conditions for the engineering assignment will be in accordance with the original contract executed on November 10, 2022.

AUTHORIZATION:

If you would like to authorize CDG to perform the professional services outlined in this proposal, please indicate your acceptance of the terms and conditions of this proposal letter by issuing a professional services agreement or by communicating some other form of written acceptance.

Respectfully submitted,

CDG Engineers, Inc.

Handwritten signature of Stephen G. Hilderbrand in blue ink.

Stephen G. Hilderbrand, PE, CFM
Project Principal

Handwritten signature of Daniel J. Rieck in blue ink.

Daniel J. Rieck, PE, LSIT
Project Manager

SGH/DJR:la

Attachment: Attachment A – Estimate of Cost

**Front Street ADA Improvements
Stafford Street to Jefferson Street
Federal Project No. STP-4940(607)**



By: Daniel J. Rieck, P.E., LSIT
August 23, 2023

**ATTACHMENT A
ESTIMATE OF COST - SUPPLEMENTAL AGREEMENT NO. 1
Fee Summary Page**

CDG Engineers, Inc.

	Hours	Cost
Project Administration	8.0	\$413.74
Field Surveys and Data Collection Phase	38.0	\$1,506.70
Permitting Phase	16.0	\$798.72
Right-of-Way Design and Easement Acquisition Phase	83.0	\$3,730.39
Final Design Phase	115.0	\$5,135.05
	<u>Subtotal</u> 260.0	<u>\$11,584.60</u>
		x Overhead Multiplier (169.486%)
		<u>\$19,634.28</u>
		\$31,218.88
		+ Fixed Fee (14%)
		<u>\$4,370.64</u>
		<u>Subtotal (CDG Labor)</u> \$35,589.52

Reimbursable Expenses

Materials & Supplies	\$86.87
Travel (300 miles at 0.655 cents per mile)	\$196.50
	<u>Subtotal (Reimbursable Expenses)</u> \$283.37

Sub-Consultants

EFK Moen, LLC. (EFK) - Easement Exhibits and Descriptions	\$11,427.11
	<u>Subtotal (Sub-Consultants)</u> \$11,427.11

PRELIMINARY ENGINEERING FEE \$47,300.00

3Ba



By: Daniel J. Rieck, P.E., LSIT
 August 23, 2023

ATTACHMENT A
 SUMMARY OF COST - SUPPLEMENTAL AGREEMENT NO. 1
 Hour/Fee Estimate

	PROJ. PRIN.	PROJ. MGR.	SR. ENGR.	PROJ. ENGR.	DES. ENGR.	CAD TECH.	ADMIN.	HOURS TOTAL	COST TOTAL
Hourly Rate (Year 2023) =	\$67.35	\$53.17	\$61.77	\$44.53	\$31.86	\$31.57	\$33.18		
1. Project Administration									
1.1 Contract Administration									
1.1.1 General Project Administration	2.0	4.0	0.0	0.0	0.0	0.0	2.0	8.0	\$ 413.74
SUBTOTAL	2.0	4.0	0.0	0.0	0.0	0.0	2.0	8.0	\$ 413.74
2. Field Surveys and Data Collection Phase									
2.1 Surveying									
2.1.1 Sewer Investigations and Measure Downs (Erm Street & Oak Street)	0.0	2.0	0.0	20.0	16.0	0.0	0.0	38.0	\$ 1,506.70
SUBTOTAL	0.0	2.0	0.0	20.0	16.0	0.0	0.0	38.0	\$ 1,506.70
3. Permitting Phase									
3.1 Permitting									
3.1.1 No-Rise Certification	0.0	1.0	4.0	8.0	0.0	0.0	0.0	13.0	\$ 656.49
3.1.2 Floodplain Development Permit Conduct and Document a Field Check to Determine the Presence of Wetlands and	0.0	1.0	0.0	2.0	0.0	0.0	0.0	3.0	\$ 142.23
3.1.3 Waters of the U.S. Within the Project Area (by City)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
SUBTOTAL	0.0	2.0	4.0	10.0	0.0	0.0	0.0	16.0	\$ 798.72
4. Right-of-Way Design and Easement Acquisition Phase									
4.1 Right-of-Way Clearance Certification									
4.1.1 Prepare Right-of-Way Plans (6 Sheets) (Assume 1 TCE and 14 PE's)	0.0	4.0	0.0	40.0	0.0	8.0	0.0	52.0	\$ 2,246.44
4.1.2 QA/QC Right-of-Way Plans	0.0	1.0	4.0	0.0	0.0	0.0	0.0	5.0	\$ 300.25
4.1.3 Submit Right-of-Way Plans to City and MoDOT	0.0	2.0	0.0	2.0	0.0	2.0	0.0	6.0	\$ 258.54
4.1.4 QA/QC Easement Documents (Exhibits/Descriptions) (Up to 15) (by EFK Moen)	0.0	4.0	0.0	16.0	0.0	0.0	0.0	20.0	\$ 925.16
SUBTOTAL	0.0	11.0	4.0	58.0	0.0	10.0	0.0	83.0	\$ 3,730.39
5. Final Design Phase									
5.1 Final Plans									
5.1.1 Drainage Area Map Sheets (2 Sheets)	0.0	2.0	0.0	16.0	0.0	4.0	0.0	22.0	\$ 945.10
5.1.2 Storm Sewer Profile Sheet (1 Sheet)	0.0	2.0	0.0	8.0	0.0	4.0	0.0	14.0	\$ 588.86
5.1.3 Storm Sewer Details (1 Sheet)	0.0	1.0	0.0	4.0	0.0	2.0	0.0	7.0	\$ 294.43
5.2 Other Final Design Tasks									
5.2.1 Storm Water Drainage Review and Storm Sewer Design	1.0	4.0	0.0	60.0	0.0	0.0	0.0	65.0	\$ 2,951.83
5.3 Quality Assurance Review									
	0.0	1.0	2.0	4.0	0.0	0.0	0.0	7.0	\$ 354.83
SUBTOTAL	1.0	10.0	2.0	92.0	0.0	10.0	0.0	115.0	\$ 5,135.05
TOTAL	3.0	29.0	10.0	180.0	16.0	20.0	2.0	260.0	\$ 11,584.60

3Ba

**Front Street Improvements
City of Washington, MO
August 9, 2023**

	Survey Hours		Cost
Professional Surveying Services	104		\$ 3,850.72
Total Hours	104		\$ 3,850.72
	Overhead	157.950%	\$ 6,082.21
		Subtotal	\$ 9,932.93
	Fixed Fee	15.00%	\$ 1,489.94
		Subtotal	\$ 11,422.87
	FCCM	0.11%	\$ 4.24
		Subtotal	\$ 11,427.11
Other Direct Costs			
		Subtotal	\$ -
CONTRACT CEILING			\$ 11,427.11

EFK Moen, LLC Design Hours

Front Street Improvements
 City of Washington, MO
 August 9, 2023

Field Surveys and Data Collection Phase	Survey-hours				Total Hours	Total Cost
	Project Manager	Senior Survey Crew Chief	Intermediate Instrument Operator	Survey Technician		
Task Description	\$ 56.18	\$ 40.55	\$ 19.65	\$ 36.26		
Surveying Services						
Establish Project Control w/three point ties					0	\$ -
Run Benchmark Loop					0	\$ -
Utility Research/USIC					0	\$ -
Property Research					0	\$ -
Topography Survey					0	\$ -
Mapping and Drafting					0	\$ -
Prepare 14 Legal Descriptions				10	10	\$ 362.60
Prepare 15 Easement Exhibits				90	90	\$ 3,263.40
QC/QA	4				4	\$ 224.72
Total Survey-hours	4	0	0	100	104	
Total Cost	\$ 224.72	\$ -	\$ -	\$ 3,626.00		\$ 3,850.72

3Ba



October 18, 2023

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

RE: Jefferson Street-Roadway and ADA Compliance Project, Supplemental Agreement No. 2, Non-Participating

Dear Mayor and City Council Members:

The following is pertinent information to the subject request.

Description:

Find enclosed an ordinance that would allow the City to enter into Supplemental Agreement No. 2 with HDR Engineering, Inc. for engineering services for the Jefferson Street - Roadway and ADA Compliance Project. This Supplemental Agreement addresses the extended schedule of the project due to the large number of impacted parcels to include right of way acquisition support services, right of way plan updates to address owner’s comments, temporary construction easement adjustments and revisions of the final plans to remove the improvements at the intersection of Jefferson and Fifth Streets. The City was unable to negotiate the required right of way from the property owners at the intersection of Jefferson and Fifth Street, so the intersection improvements have been removed from this scope of work. This work is non-participating in the federal grant and will be paid 100% by the City.

Approval is recommended.

Cost of the project:

DESIGN costs PARTICIPATING	\$183,914.63
CONSTRUCTION INSPECTION costs PARTICIPATING.....	\$ 82,577.25
DESIGN costs SUPPLEMENTAL NO. 1 NON-PARTICIPATING.....	\$46,028.65
DESIGN costs SUPPLEMENTAL 2 NON-PARTICIPATING	<u>\$10,981.33</u>
Total	\$323,501.86

Budget Information:

The cost estimate for construction is \$1,344,925. The total project costs including design, right of way acquisition, construction oversight and construction are \$1,613,427. The federal

participation for the entire project will be \$1,175,940 and the City's share will be \$437,487. The current schedule is for construction in 2024.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Andrea F. Lueken". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A SUPPLEMENTAL AGREEMENT NO. 2 TO ENGINEERING SERVICES CONTRACT WITH HDR ENGINEERING, INC. FOR ENGINEERING DESIGN SERVICES FOR THE JEFFERSON STREET-ROADWAY AND ADA COMPLIANCE PROJECT

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 Supplemental Agreement No. 2 to Engineering Services Contract by and between the City of Washington, Missouri and HDR Engineering, Inc. for Engineering Design Services for the Jefferson Street-Roadway and ADA Compliance Project. A copy of the agreement is attached and is marked as Exhibit A.

SECTION 2: 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 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
SUPPLEMENTAL AGREEMENT NO. 2
TO
ENGINEERING SERVICES CONTRACT

This Supplemental Agreement is made part of an agreement dated 07/19/2021 between the City of Washington, Missouri and HDR Engineering, Inc. for design and construction inspection of project STP-6406(607). The purpose of this Supplemental Agreement is to revise the project schedule to account for a 9-month extension from East West Gateway and provide services to assist the City with right-of-Way acquisition.

See Attachment A for the Scope of Services specific to this project.

For these additional design services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$1,067.30, with a ceiling established for said design services in the amount of \$10,981.33, which amount shall not be exceeded. Attachment B outlines the cost breakdown for this Supplemental Agreement.

Supplement Agreement No. 2 accepted as defined herein:

ENGINEER: HDR ENGINEERING, INC. OWNER: CITY OF WASHINGTON

BY: _____
Cory Imhoff, P.E.

BY: _____
James D. Hagedorn

TITLE: Senior Vice President

TITLE: Mayor

DATE: _____

DATE: _____

ATTEST:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Executed by the City on the ____ day of _____, 2023.

ATTACHMENT A
SCOPE OF SERVICES

**Supplement No. 2 – Attachment A
Scope of Work**

The City of Washington has received a 9-month schedule extension to acquire right-of-way due to the large number of impacted parcels and additional workload on City staff. As a result, the project schedule has been revised as shown in the following table.

Revised Project Schedule Current – Action Complete – Answer yes or no. If no, complete the Revised Deadline section Revised Deadline – show proposed schedule only for milestones not yet reached	<u>Current</u>	<u>Revised Deadline</u>	
	<u>Action Complete</u> <u>Yes/No</u>	<u>Start Date</u> <u>(MO/YR)</u>	<u>Finish Date</u> <u>(MO/YR)</u>
Receive Notification Letter	Yes		
Execute Agreement (Project sponsor & MoDOT)	Yes		
Engineering Services Contract Submitted & Approved	Yes		
Obtain Environmental Clearances	Yes		
Public Meeting/Hearing	N/A		
Preliminary Plans Approved	Yes		
Develop and Submit Right-of-Way Plans	Yes		
Review and Approval of Right-of-Way Plans	Yes		
Right-of-Way Acquisition	No	11/2022	12/2023
Coordination with Utilities	No	07/2022	12/2023
Develop and Submit PS&E	No	07/2022	12/2023
District Approval of PS&E/Advertise for Bids	No	01/2024	02/2024
Right of Way Clearance (Submitted/Approved)	No	01/2024	02/2024
Submit and Receive Bids for Review and Approval	No	02/2024	05/2024
Project Implementation/Construction	No	06/2024	10/2024

Preliminary Engineering phase services will be extended with submittal of PS&E documents on December 31, 2023, and assistance with bidding extending till March 2024.

This schedule revision will also shift the Construction Services schedule, it is now anticipated that this effort will extend through December 31, 2024.

The following additional engineering services will also be provided:

- Assist the City with Right of Way Acquisition support services on up to ten (10) parcels that still need to be closed out. These services, provided by BFA, will be treated as time and material up to a maximum of \$2,000.00.

FIG. VI - 4

- Revise Right of Way and Final Plans sheets to adjust Temporary Construction Easements (TCE) for up to 5 parcels that are having difficulty in right-of-way acquisition. This assumes that roughly half the remaining parcels still in the acquisition process will reach an agreement with the City. Revisions to the remaining parcels will impact up to 10 plan sheets.
- Revise final plans to remove the Jefferson Street/Fifth Street intersection improvements, due to non-resolution of right-of-way acquisition issues with parcel on northeast corner.
 - This revision will move the Begin Improvements limit along Jefferson Street to Sta 104+50 +/- . This will begin the project south of the pavement shift needed to facilitate the intersection redesign. It is anticipated that the remaining section of Jefferson Street not addressed in this project will be improved with the future Fifth Street project.
 - This revision the affects seven sheets and associated quantity tables.

These tasks will be completed prior to, and submitted as part of, the final PS&E submittal on December 31,2023.

ATTACHMENT B
ESTIMATE OF COST

FIG. VI - 4

Revised 02-14-00

386



Project: Jefferson Street / 5th Street Intersection
 Subject: Task List & Manhours
 Task: SUMMARY (HDR)
 Job #:

Computed: LK Date: 9/15/2023
 Checked: KCK Date: 9/26/2023
 Page: of
 No:

TASK	Project Principal	QC Eng.	Project Manager	Sr. Project Engineer/Bio.	Project Engineer/Bio.	Design Engineer/Bio.	CAD/ Tech.	Admin	TASK TOTAL
Description	Hourly Rate	\$115.00	\$60.00	\$85.00	\$75.00	\$45.00	\$35.00	\$35.00	\$37.50
Project Management			8					4	12
Revise existing plans to limit TCE (assumes up to 5 parcels)									
Update 10 Sheets				6		24			30
Update Quantities				2		6			8
Removal of Fifth Street intersection Work from plans									
Remove 7 Sheets				2		8			10
Update Quantities				2		4			6
			8	12		42		4	66

	Subtotal Direct Cost	\$680.00	\$900.00	\$1,470.00	\$150.00	\$3,200.00
	Burden & Overhead 147.06%	\$1,000.01	\$1,323.54	\$2,161.78	\$220.59	\$4,705.92
	HDR Subtotal	\$1,680.01	\$2,223.54	\$3,631.78	\$370.59	\$7,905.92
DIRECT EXPENSES						
Travel	Fixed Fee 13.5%	\$226.80	\$300.18	\$490.29	\$50.03	\$1,067.30
Printing	FCCM 0.2536%	\$1.72	\$2.28	\$3.73	\$0.38	\$8.12
Acquire FEMA model	LABOR + FIXED FEE + FCCM	\$1,908.53	\$2,526.00	\$4,125.80	\$421.00	\$8,981.33
Vendors/Providers	DIRECT EXPENSES					
	HDR Labor + Direct Expenses =					\$8,981.33
	SUBCONSULTANTS:					
	D&E Goal =	NA				
					BFA (Signals, Drainage, ADA) \$	2,000.00
					PROJECT FEE (DESIGN)	\$10,981.33

FIG. VI - 4

Revised 02-14-00





October 20, 2023

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

RE: Main Street Reconstruction and ADA Compliance Project and Budget Amendment

Dear Mayor and City Council Members:

Find enclosed an ordinance that would allow the City to enter into a contract with BFA for engineering services for the Main Street Reconstruction and ADA Compliance Project. This project includes an asphalt overlay with full width cold milling and removal and replacement of all sidewalks and curb and gutter to meet ADA regulations. All intersections shall incorporate concrete pavers and be consistent with the Downtown Historic District aesthetics. The project extends from Jefferson Street to Cedar Street.

The contract proposes the following compensation amounts:

DESIGN costs \$94,990.00

Also included in the ordinance is a budget amendment for FY 2024 for the above referenced project. Construction is anticipated to start in January of 2026. Approval is recommended.

Sincerely,

Charles Stankovic, P.E.
Interim City Engineer

3Bc

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM BFA, INC. FOR PROFESSIONAL SERVICES FOR THE MAIN STREET RECONSTRUCTION AND ADA COMPLIANCE PROJECT AND AMED THE 2024 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 BFA, Inc. for Professional Services for the Main Street Reconstruction and ADA Compliance 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 2024 Budget as follows:

Transportation Sales Tax Fund 261 – Increase of \$20,000 for Main Street Reconstruction and ADA Compliance Project Design (261-18-000-541102 Street Reconstruction Program).

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



October 10, 2023

Mr. Charles Stankovic
Infrastructure Designer Engineering Department
405 Jefferson Street
Washington, MO 63090
cstankovic@washmo.gov

RE: Proposal for Professional Services – Main Street Reconstruction and ADA Compliance Project
Main Street from Jefferson to Cedar
BFA #7980

Mr. Stankovic,

BFA, Inc. (BFA) is submitting this proposal to provide Professional Engineering and Surveying Services for the above-referenced project. The proposed 0.25-mile sidewalk and roadway reconstruction are anticipated to be constructed in one phase. The anticipated sidewalk and roadway reconstruction will include the following:

- Pavement Mill and Overlay
- Removal and replacement of all sidewalks and curb/gutter to meet ADA
- Improvements to existing storm sewer (remove and replace)
- Removal and replacement of intersections, excluding Jefferson Street
- Concrete pavers at intersections per Downtown Historic District aesthetics
- This does not include widening the road

Per the Request for Qualifications, the approximate construction cost is \$850,000. BFA's general scope of work is to prepare plans and bid documents for the project. For this scope of work, **BFA's estimated fee is \$94,990.** Below is a brief description of our proposed scope of work with associated fees.

Survey Services (\$23,670)

Upon project award, BFA will contact Missouri One Call for a Public Utility Locate; however, we ask that the City also mark any private utilities they are aware of in the project area, such as laterals and lighting electrical lines. Once the utilities have been marked, BFA will gather field data of the existing site features. Anticipated tasks to be completed are as follows:

- Public Utility Locate
- Site Survey of Existing Conditions
- Draw the gathered topographic data in AutoCAD
- Drawing to include the location of utilities per the utility locate. This does not include coordination with the utility companies to verify the location.
- City to provide traffic control

BFA's survey services do not include a boundary survey. We can provide a separate proposal or perform this service on a time and material basis if requested.

Locate Right-of-Way based on Existing Surveys (\$2,320)

Anticipated tasks are as follows:

- Review available plats
- Fieldwork to locate a few property corners along the right-of-way on each side of the road to tie into the available GIS maps (survey monuments, iron rods, etc)
- Add right-of-way information to the topographic survey
- This does not include an exhibit
- This does not include meet and bounds description

This could range from **\$2,400 to \$10,000**, depending on the quality of available plats.

Kickoff Meeting (\$2,160)

Once BFA has the field data, we will begin identifying the scope of work for sidewalk and road improvements. The proposed Concept Plan will then be shared and discussed with City Staff for review and comment. Anticipated tasks are as follows:

- Meeting with City Staff to discuss existing conditions and the scope of work

Preparation of Preliminary Design Improvement Plans (\$33,990)

Once BFA has met with the City to discuss the existing conditions, we will begin developing design plans for the proposed improvements along the corridor that will better serve the public. Preliminary plans will be prepared for a city meeting where comments from the city will be taken. After the meeting, BFA will revise the plans and meet with the city again to go over the revisions. Minor comments (Major comments would exceed \$3,000 in fees) from the second meeting will be addressed in the Final Plan stage. Anticipated tasks are as follows:

- Develop Preliminary Improvement Plans. Anticipated plan sheets include Cover Sheet, Topographic Survey, Demolition Plan, Site Plan, Utility Plan, and Grading Plan.
- Meeting with City Staff to discuss preliminary plans (2 meetings included)
- Revise Preliminary Improvement Plans based on city comments (1 set of comments included, not to exceed \$6,000)

Preparation of Final Plans (\$32,850)

Final Plans, Specifications, and Detail Sheets will be prepared for bidding purposes, along with a Cost Estimate of the Final Site Improvements. The Final Plans and Documents will be provided to the City in .pdf format and one full-size hard copy. Anticipated tasks are as follows:

- Develop Final Signed and Sealed Improvement Plans and Details
- Prepare a Final Cost Estimate of Improvement Plans
- Prepare Specifications
- This proposal includes addressing one (1) set of City comments with plan modifications during the Preliminary Design Improvement Plan stage. Should major plan revisions be requested by the City, additional fees will be incurred.

BFA's anticipated schedule for this project would be to perform the site topographic survey and then schedule a meeting with the City to discuss the Concept Plan. The Preliminary Design Plans would follow the initial meeting. Once Final Plans are completed, BFA will prepare contract documents and coordinate the out-to-bid schedule. For scheduling purposes, BFA should be able to commence the site topographic survey within four (4) weeks of receiving authorization. Anticipated construction is to start in January 2026.

BFA’s proposed fee does not include the following services and/or items. Should the City wish for any of the below items to be included, we can provide these services and negotiate the associated fee(s):

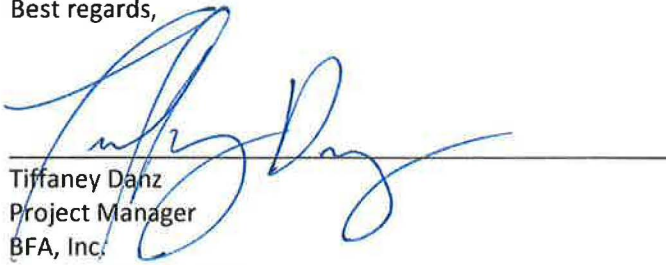
- Stormwater Calculations and Report
- Road Profile and Cross-sections
- Utility (stormwater, sanitary, water line, etc.) Profiles
- Environmental and Historic Preservation Services/Permits
- Right-of-way acquisition assistance and/or boundary determination
- Preparation of temporary construction easements
- Retaining Wall and Bridge/Culvert design
- Site Observations, Inspections, and/or Testing during Construction
- Construction Stakeout and/or As-built
- This proposal includes two (3) Meetings with City Staff. Should additional meetings be requested, additional fees may be incurred
- Storm Sewer, Sidewalk, and/or Permanent Easements
- Grant paperwork and approvals
- Additional hard copies of the plan set (estimate includes one (1) set)
- Public Involvement (\$1,000 to \$2,000 per Public Meeting or Council Meeting. This estimate is based on limited presentation documents.)
- Geotech Investigation, Report, pavement analysis/recommendations (City to provide 4 core samples)
- DNR Land Disturbance Permit, ESC plans, and SWPPP specifications
- Bid Administration

The City of Washington will be billed monthly on a time and materials basis. Reimbursable printing, mileage, permit fees, etc. will be billed at cost to BFA without any markup and are not included in our proposed Engineering and Surveying Fee proposal. BFA shall obtain written approval from the City before performing any work that is outside of the scope of the project.

Please provide formal authorization for us to begin work on this project by signing below and returning this document to us. BFA’s proposal and fees for this project shall remain applicable for 60 days after execution by BFA below.

We are excited about the opportunity to work with the City on this project. Please feel free to contact us at any time should you have questions about our services and/or this proposal.

Best regards,



Tiffany Danz
 Project Manager
 BFA, Inc.
 Direct: 636.231.4319
tdanz@bfaeng.com

10/10/23
 Date

CLIENT ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

BFA Inc. Authorization:

Client Authorization:


Raymond H. Frankenberg II
President

Date 10.10.23

Name:
Title:

Date



October 20, 2023

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

RE: Bid Recommendation – Large Format Plotter and Scanner

Dear Mayor and City Council Members:

The Engineering and Building Department large format plotter and scanner is due for replacement and has been not working properly for some time. The manufacturer recommended last year to look into a new one as no further updates are being provided to the current Canon we have currently. Staff determined the need for a new plotter and budgeted for in FY23-24. Staff solicited bids and received (4) four bids. It was determined that Rotolite would give the City the best price.

The four bids received were:

Rotolite -	\$8,310
Drexel Technologies -	\$11,791
Coast to Coast –	\$13,033
Managed Print Solutions -	\$13,299

The new plotter is an HP DesignJet XL3600. It was determined this is the best model for the size printing and scanning needed. Staff recommends Council consider the bid from Rotolite for \$8,310. This price includes trade-in of the existing Canon plotter for a value of \$1,200. This is well under the budgeted amount of \$17,000 for FY 23-24.

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

Sincerely,

A handwritten signature in blue ink that reads "Charles Stankovic".

Charles Stankovic, P.E.
Interim City Engineer

3Bd

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM
ROTOLITE FOR THE PURCHASE OF AN HP XL 3600
PLOTTER AND SCANNER

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

SECTION 1: The Mayor is authorized and directed to accept the Proposal
from Rotolite in the amount totaling Eight Thousand Three Hundred and Ten Dollars and
Zero Cents (\$8,310.00) for the purchase of an HP XL 3600 Plotter and Scanner. A copy
of said proposal is attached hereto and marked as Exhibit A.

SECTION 2: This ordinance shall be in full force and effect from and after
the date of its passage and approval.

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

ROTOLITE

OF SAINT LOUIS

5301 HAMPTON AVE
ST. LOUIS, MO 63109

October 11, 2023

P. 314.832.2091
F. 314.832.9423
T. 800.237.0008

HP Designjet Proposal

ROTOLITE-STL.COM
THEDONEDEPT.COM

Charles Stankovic
City of Washington
636-390-1014

6KD26A	HP XL 3600dr (2 rolls) 36"printer/scanner	\$ 8810.00
Shipping		<u>\$700.00</u>
<u>Total</u>		\$ 9510.00
<hr/>		
6KD26A	HP XL 3600dr (2 rolls) 36"printer/scanner	\$ 8810.00
Shipping		\$700.00
Trade in option-HP cash in/trade up-Canon ipf825 (thru 12/31/23)		<u>(\$1200.00)</u>
<u>Net price after optional rebate from HP</u>		\$ 8310.00

Rotolite support pack (optional, includes parts and labor) \$ 750.00 per year

Includes one year warranty, installation, and training on equipment.
Surge protector supplied by customer.
Pricing does not include applicable sales tax.
Prices may vary monthly depending on manufacturer promotions.
We are local for reliable service and on time delivery.
Call me at 636-385-4936 to get your order going.
We want to earn your business.

Craig Benoist
Account Executive



October 26, 2023

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

RE: Semi-Annual Groundwater Monitoring Contract for the Washington Sanitary Landfill
November 2023 and May 2024

Dear Mayor and City Council Members:

Find enclosed for your consideration an ordinance that will allow the City to enter into a contract with SCS Engineers for Groundwater Monitoring Services. The contract will provide these services for November 2023 and May 2024.

The proposal is a time and material fee, with a maximum of \$25,200.00 and is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink that reads "Andrea F. Lueken".

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

JB

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM SCS ENGINEERS FOR THE SEMI-ANNUAL GROUNDWATER MONITORING PROGRAM AT THE STRUCKHOFF SANITARY LANDFILL

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 by and between the City of Washington, Missouri and SCS Engineers for Professional Engineering Services associated with the Groundwater Monitoring Program at the Struckhoff Sanitary Landfill. 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 contract, and to do all things necessary by the terms of said contract.

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

October 20, 2023
File 270424223

Ms. Andrea Lueken
City Engineer
City of Washington
405 Jefferson Street
Washington, Missouri 63090

Subject: Proposal for Professional Engineering Services
Fiscal Year 2024 Semiannual Groundwater Monitoring and Reporting
City of Washington Struckhoff Sanitary Landfill – Washington, Missouri
Missouri Solid Waste Permit No. 0107116

Dear Ms. Lueken,

SCS Engineers (SCS) appreciates the opportunity to provide this proposal to the City of Washington, Missouri (City) to perform semiannual groundwater monitoring and reporting services at the City of Washington Struckhoff Sanitary Landfill (Landfill) located in Washington, Missouri. SCS understands that the following services are to be conducted at the Landfill:

- Semiannual groundwater monitoring and sampling
- Semiannual statistical analysis and reporting

This proposal is for the Landfill's semiannual groundwater monitoring and reporting events for November 2023 and May 2024. Our proposed scope of services is outlined below.

SCOPE OF SERVICES

Semiannual Groundwater Monitoring and Sampling

SCS will complete the field activities associated with the semiannual monitoring and sampling of the eight groundwater monitoring wells and the monitoring of six piezometers at the Landfill in accordance with the approved sampling and analysis plan. The following groundwater monitoring wells and piezometers are currently part of the routine monitoring program at the Landfill:



Table 1. Piezometers		
Site ID	Water Level Measured?	Sample Collected?
GMW-3	Yes	No
P-1	Yes	No
P-3	Yes	No
P-5	Yes	No
P-7	Yes	No
P-9	Yes	No

Table 2. Monitoring Wells			
MDNR ID	Site ID	Water Level Measured?	Sample Collected?
1605	GMW-1B	Yes	Yes
1603	GMW-2B	Yes	Yes
1606	GMW-4B	Yes	Yes
A184412	GMW-4C	Yes	Yes
1601	GMW-5	Yes	Yes
1602	GMW-6	Yes	Yes
1607	P-6	Yes	Yes
1604	P-10	Yes	Yes

Prior to the initiation of the groundwater sampling activities, the static groundwater levels in each monitoring well and piezometer will be recorded using an electronic water level probe. Field activities will be documented on field data sheets in accordance with the approved sampling and analysis plan.

SCS will purge and sample the eight groundwater monitoring wells at the Landfill using the dedicated bladder pumps located in each of the groundwater monitoring wells. Field measurements of pH, specific conductance, temperature, dissolved oxygen, and turbidity will be collected using a multi-parameter water quality meter and recorded on the field data sheets. The groundwater samples will be collected when a minimum of three monitoring well volumes have been evacuated from the monitoring wells or the field measurements have stabilized within 10 percent over a series of three readings.

SCS anticipates the groundwater monitoring event can be completed during a one-day sampling event. SCS will collect samples from each monitoring well for analysis of the Missouri Appendix I parameters, as listed in the approved sampling and analysis plan. A duplicate sample will be collected from one monitoring well at random during each semiannual groundwater monitoring

event. The groundwater samples and duplicate samples collected during each monitoring event will be packed on ice and delivered to a certified environmental laboratory in accordance with standard chain-of-custody procedures.

Statistical Analysis and Groundwater Monitoring Report

The groundwater monitoring data will be evaluated in accordance with the appropriate guidelines established by the United States Environmental Protection Agency (USEPA) and the approved sampling and analysis plan. SCS will update the background groundwater data in accordance with the MDNR approved schedule, and summarize the groundwater analytical data and field activities for the monitoring event in a groundwater monitoring report. The report will include the validation and statistical analysis of the laboratory data using statistical analysis software and the updated background groundwater data, the preparation of a potentiometric surface map including the groundwater flow direction, and the summary and conclusions associated with the groundwater monitoring event. The groundwater monitoring report will be submitted to MDNR on your behalf.

Assumptions

This scope of services assumes the following:

- SCS will retain a certified environmental laboratory to complete the required environmental sample analytical services. Pace Analytical is who we have used in recent years and we intend to continue to use this laboratory for continuity.
- The groundwater sampling and analysis costs include one duplicate sample and one trip blank per sampling event.
- The City will provide and maintain clear access to the groundwater monitoring well and piezometer locations for SCS to complete sampling at the Landfill during a one-day sampling event.

RESPONSIBILITY OF THE CITY OF WASHINGTON

It is our understanding that the City will provide SCS with all available information pertinent to the assignment, including previous designs, reports, and data including the most recent electronic data files of historical groundwater information at the Landfill. SCS shall rely on information made available by the City as accurate without independent verification.

ESTIMATED PROJECT FEE

SCS will complete the scope of work described herein on a time and materials basis for a fee of \$25,200 in accordance with our current fee schedule.

ACCEPTANCE OF WORK

SCS has attached for your review our Terms and Conditions for completing the scope of services. If you are in agreement with the above scope, fees, and terms and conditions, please sign and date

Ms. Lueken
October 20, 2023
Page 4

the last page of the Terms and Conditions and return one copy to SCS as authorization to proceed with the project. A scanned copy is acceptable.

SCS appreciates the opportunity to be of continued service to the City of Washington. We look forward to discussing any questions or comments you may have concerning this proposal. Please contact Renee Trenshaw at 913-749-007 or Floyd Cotter at 913-749-0726 with questions or comments. Thank you for your consideration.

Sincerely,



Floyd Cotter
Vice President/Project Director
SCS ENGINEERS



Renee Trenshaw
Project Manager
SCS ENGINEERS



Rachel McShane
Project Director
SCS ENGINEERS

rdt/deb/fec/rkm

Attachments:
Fee Schedule
Terms and Conditions

Fee Schedule

2023 STANDARD FEE SCHEDULE

Labor Category	Rate
Principal.....	\$275
Senior Project Advisor.....	\$240
Senior Project Director.....	\$215
Project Director.....	\$200
Project Advisor.....	\$185
Senior Project Manager.....	\$175
Project Manager.....	\$160
Senior Project Professional.....	\$145
Project Professional.....	\$130
Staff Professional.....	\$115
Designer/Graphics.....	\$110
Associate Professional.....	\$105
Technical Associate.....	\$95
Senior Technician.....	\$90
Technician.....	\$75
Project Administrator.....	\$95
Administrative Assistant.....	\$65

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2023. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 2.5 percent of project labor will be charged for telephone, copying, postage, computer/tablet, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.

Support Services

Specialty Software.....	\$20.00 per hour
24-inch by 36-inch plots	\$25.00 each
36-inch by 48-inch plots	\$25.00 each
Additional Report Copies (varies depending on report)	\$25.00 - \$50.00 per report

Support Vehicles

Support Vehicle	\$0.70 per mile
SCS Support Truck.....	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck.....	\$60.00 per day plus \$0.70 per mile
Rental Vehicle	Cost plus 15%

Per Diem and Travel

Hotel, Airfare	Cost plus 15%
Full-Day Meal Allowance	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

Field Equipment and Supplies

Track-mounted Direct Push Geoprobe®.....	\$750.00 per day
Track-mounted Dirc Push/Drilling Geoprobe®	\$1,250.00 per day
All Terrain Vehicle (UTV)	\$100.00 per day
Field Sampling Trailer.....	\$350.00 per day
GPS Surveying System	\$225.00 per day
Total Station Survey Equipment	\$125.00 per day
Misc. Survey Tools/Equipment.....	\$25.00 per day
Nuclear Density Gauge.....	\$100.00 per day
Photoionization Detector (PID)	\$100.00 per day
Water Level Indicator (≤300 foot)	\$35.00 per day
Oil/Water Interface Probe	\$65.00 per day
pH/Temperature/Conductivity Meter (for water)	\$25.00 per day
Peristaltic/Low-Flow Pump	\$50.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Hand-held GPS Unit.....	\$25.00 per day
Generator	\$100.00 per day
Air Compressor (5 gallon).....	\$25.00 per day
Electro fusion Machine	\$135.00 per day
Flow-Thru Multi-Parameter Meter.....	\$175.00 per day
Turbidimeter	\$35.00 per day
Composite Sampler	\$75.00 per day
QED Pump Controller.....	\$125.00 per day
GEM 5000.....	\$150.00 per day
Expendable Equipment, Supplies & Rentals	Cost + 15%

Note: The rates shown above are effective through December 31, 2023 and are subject to revision.

Terms and Conditions

SCS ENGINEERS

TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

1. **SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
2. **PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
3. **OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client
4. **INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages in limits shown in Exhibit A. An insurance certificate will be provided upon request.
5. **INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.

6. **STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
7. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
8. **SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
9. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
10. **UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
11. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.
12. **DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

- 13. TESTING AND OBSERVATION SERVICES:** If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.
- 14. SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.
- 15. ON SITE SERVICES:** Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.
- 16. TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.
- 17. CONFIDENTIALITY:** SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.
- 18. SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.
- 19. GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.
- 20. GOVERNING LAW:** Unless otherwise provided, the substantive law of the state of Missouri will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

- 21. **ENTIRE AGREEMENT—PRECEDENCE:** These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

SCS Engineers

City of Washington

By Floyd Cotter
Signature

By _____
Signature

Floyd Cotter
Typed Name

Typed Name

Vice President / Project Director
Title

Title

10/20/2023
Date of Signature

Date of Signature

"EXHIBIT A"
INSURANCE

Without limiting its liability hereunder, Contractor shall maintain during the life of this Agreement the following insurance and furnish Owner, in duplicate, certificates of insurance listing the City as an additional co-insured as evidence thereof. Such certificates shall provide that cancellation of said insurance shall not be effected without thirty (30) days prior to written notice to Owner. The certificates shall plainly designate the name of the project for which the certificate is provided.

- (1) Workers' Compensation Insurance, providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of \$100,000 for each occurrence.

- (2) Commercial General Liability Insurance written on an occurrence basis with the following limits of liability:

<i>General Aggregate</i>	<i>\$3,000,000</i>
<i>Each Occurrence</i>	<i>\$1,000,000</i>

- (3) Automobile Liability Insurance. Bodily injury and property damage combined single limit -- \$1 million each occurrence, \$3 million aggregate.

- (4) Architect's and Engineer's Professional Liability Insurance. Bodily injury and property damage combined single limit -- \$1 million each claim, \$3 million aggregate.

The Commercial General Liability and Architect's and Engineer's Professional Liability Insurance shall include Contractual Liability Coverage.



October 24, 2023

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

RE: L3 Harris Mobile Radios

Dear Honorable Mayor and City Council:

Attached you will find an ordinance and bid for the purchase of three L3Harris XL-200M mobile radios that match the existing fleet for installation in the fire department command vehicles. Both of the new vehicles will have two mobile radios installed like the present Chief's vehicle. The current radios in the chief's vehicle will remain in that vehicle as the fire department intends to utilize that vehicle in the future. There was a radio purchased out of the budget in the 2022-2023 budget year to bring the balance of new radios to four for the two cars.

There is a single bid as Radio Comm Co. is the only local distributor of the L3Harris radio products and has been supporting the City of Washington radio communications with the MOSWIN platform since the warranty period of the radios expired. The installation, programming and troubleshooting of Radio Comm has been quite good in the recent past as well as the warranty repair and replacement of radio equipment.

The budgeted amount is \$20,000 for the radios. The total bid is \$25,815.90 including the radios, all of the mounting hardware, specific frequency bands and external speakers, however, there will be some components of that bid not used slightly reducing the total amount. The amount over \$20,000 budgeted will need to be utilized from the fire department reserve fund.

The new Ford Expeditions have arrived, and the fire department is working through the various bids for warning lights, lettering and radios. It is anticipated these vehicles will be in service some time in December.

If you have any questions, please let me know.

Yours in service,

A handwritten signature in blue ink that reads 'Tim Frankenberg'.

Tim Frankenberg, CFPS, CSP

Fire Chief

30a

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM RADIO
COMM CO. FOR THREE (3) L3HARRIS XL-200M MOBILE
RADIOS AND AMEND THE 2024 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 Radio Comm Co. in an amount not to exceed Twenty-Five Thousand Eight Hundred Fifteen Dollars and Ninety Cents (\$25,815.90) for the purchase of three (3) L3Harris XL-200M Mobile Radios to match the existing fleet. A copy of said proposal is marked as Exhibit A and is attached hereto and incorporated herein by reference.

SECTION 2: This ordinance shall amend the 2024 Budget as follows:
Other Contracted Services Increase: 004-24-000-520400 \$5,816.00 from the Reserve Fund 004-341000.

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



QUOTE: **230918**
 DATE: 9/19/2023
 TO: **Washington Fire Dept.**
 ATTN: Chief Frankenberg
 PHONE: 636-390-1020
 EMAIL: tpfrankenberg@washmo.gov

Proposal:
Public Safety Radio Equipment - MOSWIN Operation



QUOTE VALID FOR 30 DAYS FROM DATE ABOVE

ITEM	QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1	3	XZ-MPM1M	MOBILE, XL-200M, MULTIBAND	\$8,174.40	\$24,523.20
	3	XZ-PL4J	FEATURE, VHF BAND		
	3	XZ-PL4L	FEATURE, 700/800 MHZ BAND		
	3	XZ-PKGPT	FEATURE PACKAGE, P25 TRUNKING		
	6	XZ-CP6A	XL-CH CONTROL HEAD		
	6	XZ-MC6A	MICROPHONE, XL, STANDARD MOBILE		
	3	XZ-MA4A	UNIVERSAL MOUNTING KIT		
	3	XZ-MA4C	XL-CH MOUNTING KIT		
	3	XZ-CA6D	XL-CH POWER HARNESS		
	3	XZ-CA6B	CONTROL HEAD CABLE, 9M		
2	6	EXT SPEAKER	15W External Speaker Package		
		XZ-CA6F	ACCY connector with 5.5' speaker cable		
		XZ-LS6A	External speaker		
Notes/Contingencies:				SUBTOTAL	\$25,815.90
				TAX	
				FCC FEE	
				LABOR	
				SHIPPING	
				GRAND TOTAL	\$25,815.90

Please note a 5% convenience fee will be applied to quotes paid via credit card. Net 30 day terms.

Prepared By: Mark Pollock Email: mpollock@rccradio.com

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND ACCEPTS THE ABOVE AS A SALES AGREEMENT

 Legal Name of Purchaser

 PO Number

 Authorized Signature

 Title

 Date

3ca



November 6, 2023

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

RE: Bid Recommendation – Field Pro Ballfield Groomer

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular piece of equipment should be purchased, staff annually review and analyze equipment to determine current need. As such, the Parks and Recreation Department identified the need to replace the 2004 Jacobsen Field Groomer in the FY2023-2024 budget. It was determined that MTI Distributing would give the City the best pricing via the Omnia cooperative purchasing agreement. The Department's current ballfield groomer, a 2004 model, will be accepted as a trade in thus reducing the cost of the new groomer.

A new feature on the Field Pro Groomer is the addition of a laser level which will allow the staff to perform infield maintenance quicker and at a higher level. Staff also uses the groomer when top dressing outfields. The leveling bar and rake help work sand into the soil.

Accordingly, staff recommends that Council consider MTI Distributing's bid in the amount of \$44,660.39 for the purchase of the Field Pro 6040 Groomer. This amount is under the budgeted amount of \$45,000, which was approved in the FY2023-2024 Parks and Recreation budget.

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

Respectfully,

Wayne Dunker

Wayne Dunker, MA, CPRP
Director of Parks & Recreation

30a

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING
THE CITY OF WASHINGTON, MISSOURI TO ACCEPT
THE QUOTE FROM MTI DISTRIBUTING FOR THE
PURCHASE OF A FIELD PRO 6040 GROOMER

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 Quote from MTI Distributing in an amount totaling Forty-Four Thousand Six Hundred Sixty Dollars and Thirty-Nine Cents (\$44,660.39) for the purchase of a Field Pro 6040 Groomer. A copy of said quote 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

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Exhibit A



MTI Distributing
Equipment Quote
October 20, 2023



Quote Expiration Date: 11/19/2023

City of Washington
Chad Owens

OMNIA Contract #2017025

Qty	Model Number	Description	Omnia Price Each	Omnia Price Extended
1	08839	Field Pro 6040	\$22,058.40	\$22,058.40
1	08854	Field Pro MultiTool	\$8,473.14	\$8,473.14
1	08861	Box Blade Attachment Holder	\$869.70	\$869.70
1	08865	Laser Level Installation Kit	\$1,453.14	\$1,453.14
1	08900	Weeder Tine Toolbar	\$1,045.20	\$1,045.20
1	08862	Planer Blade Kit (Set Of 3)	\$609.96	\$609.96
1	08901	Box Blade Extension Kit	\$790.14	\$790.14
1	08761	QAS Nail Drag	\$1,556.10	\$1,556.10
1	08767	QAS Flex Tooth Rake	\$1,775.28	\$1,775.28
1	08904	Draw Bar Hitch Kit	\$223.08	\$223.08
1	08905	Rear Storage and Tool Holder Kit	\$405.60	\$405.60
1	08751	QAS Tooth Rake	\$1,685.58	\$1,685.58
1	08752	Spring Rake	\$830.70	\$830.70
1	08762	Flex Groomer Kit	\$1,117.74	\$1,117.74
1	110-1375 TFP6040-	Hitch Kit	\$151.63	\$151.63
1	EG1M	Futtura Laser Receiver Kit	\$4,115.00	\$4,115.00
Trade In:				
1	42-000-D	Jacobsen Field Groomer 42-000-D S/N#4876	-\$2,500.00	-\$2,500.00
OMNIA Member #5094480			Equipment Total	\$47,160.39
			Trade In	-\$2,500.00
			Subtotal	\$44,660.39
			Sales Tax Exempt	\$0.00
			Total	\$44,660.39

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote including finance rates will be provided when product becomes available.

Quote is valid for 30 days; pending product availability

Net 30 Terms with qualified credit

New Toro commercial equipment comes with a two-year manufacturer warranty

Equipment delivery and set-up at no additional charge

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Eric Bickel
Commercial Sales Manager
314-750-7347

Scott Esterby
Inside Sales Rep
763-592-5641

MTI Distributing, Inc. • 8901 Springdale Ave • Berkeley, MO 63134

I commit to the purchase as detailed on quote above, I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name:

Signature:

Date:

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To: Honorable Mayor and City Council
From: Kevin Quaethem, Public Works Superintendent
Subject: Change to code section 700.320
Date: 10/31/2023

Mayor and Council,

Staff have been working on updating current code sections for the Wastewater and Water Departments. While working with the wastewater connection fees it was found that the water connection fees had not been addressed. Staff reviewed and decided that it was time to increase the connection fees to mirror the wastewater fees.

Staff is requesting Council to approve the changes being made to code section 700.320. This has to do with the change in connection fees to the infrastructure.

The Board of Public Works and staff are asking for your approval of this change. If approved the change will take effect January 1st, 2024.

Thank You,

A handwritten signature in blue ink, appearing to read "Kevin Quaethem", is written over a white background.

Kevin Quaethem

Public Works Superintendent

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BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 700.320 OF THE
CODE OF THE CITY OF WASHINGTON, MISSOURI
RELATING TO WATER CONNECTION FEES

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

SECTION 1: Section 700.320 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. All applications for water taps or connections to water mains and extensions shall be in writing and accompanied by a drawing showing location of the main or extension and the location of the proposed connection to the main or extension. A tap fee based upon the following schedule shall accompany each such application:

Size Of Connection (inches)	Tap Fee
3/4 and 1	\$200 plus materials
1 1/2	\$250 plus materials
2	\$300 plus materials

B. In addition to the tap fee above, a connection charge based upon the following schedule shall also accompany each such application:

Size Of Service Connection (inches)	Connection Charge
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1-inch or smaller	\$2,000
1 1/2	\$3,600
2	\$5,600
3	\$10,400
4	\$16,000
6	\$28,000
8	\$38,400
10	\$53,200
12	\$66,378

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

SECTION 3: 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

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Section 700.320 Permits And Charges For Water Taps And Connections.

[R.O. 1992 § 700.320; Ord. No. 6702 § 1, 6-19-1989; Ord. No. 7207 § 3, 4-20-1992; Ord. No. 14-11288 § 1, 7-7-2014]

- A. All applications for water taps or connections to water mains and extensions shall be in writing and accompanied by a drawing showing location of the main or extension and the location of the proposed connection to the main or extension. A tap fee based upon the following schedule shall accompany each such application:

Size Of Connection (inches)	Tap Fee
3/4 and 1	\$100 plus materials <u>\$200 plus Materials</u>
1 1/2	\$175 plus materials <u>\$250 plus materials</u>
2	\$225 plus materials <u>\$300 plus materials</u>

- B. In addition to the tap fee above, a connection charge based upon the following schedule shall also accompany each such application:

Size Of Service Connection (inches)	Connection Charge
3/4	\$600
<u>+1-inch or smaller</u>	\$800 <u>\$2,000</u>
1 1/2	\$1,700 <u>\$3,600</u>
2	\$2,000 <u>\$5,600</u>
3	\$2,300 <u>\$10,400</u>
4	\$3,400 <u>\$16,000</u>
6	\$4,500 <u>\$28,000</u>
8	\$6,700 <u>\$38,400</u>
10	\$8,900 <u>\$53,200</u>
12	\$11,100 <u>\$66,378</u>

3Ea