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100 Lanter Court, Suite 1
Collinsville, IL 62234
618.345.2200

St. Louis
720 Olive, Suite 700
St. Louis, MO 63101
314.588.8381

Belleville
20 East Main Street
Belleville, IL 62220
618.416.4688

St. Charles
820 South Main, Suite 309
St. Charles, MO 63301
636.493.6277

January 6, 2022

Mr. Bryson Baker
City Engineer / Public Works Director
City of Sunset Hills
3939 S. Lindbergh Boulevard
Sunset Hills, MO 63127

Re: Eddie & Park Sidewalk design services
OA Project No. 221145

Dear Mr. Baker:

This letter will serve as our agreement to perform the following services (hereinafter called the "Project") subject to the General Conditions shown on the attached Exhibit A.

Scope: Our Scope of Services include preparation of plans and bid documents for the Eddie & Park Sidewalk project, as more fully defined in the attached Scope of Work. We will also furnish such Additional Services as you may request.

Schedule: Deliverables will be submitted to the City by August 1, 2022.

Estimated Cost: You agree to pay us for our Scope of Services and any authorized Additional Services at the hourly rates set forth in Exhibit A. Billings for Scope of Services shall not exceed \$43,000.

This proposal and the attachments represent the entire understanding between you and Oates Associates, Inc. with respect to the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign in the space provided below and return a copy to us. If you have any questions, please do not hesitate to contact me.

Sincerely,

OATES ASSOCIATES, INC.

Michael D. Busch, PE
Project Manager

Jeffrey R. Rensing, PE
Project Principal

Accepted on this date: _____

By: _____

Title: _____

EXHIBIT A
GENERAL CONDITIONS
HOURLY RATE SCHEDULE

Principal Engineer	225.00
Senior Professional II	200.00
Senior Professional I	190.00
Professional IV	175.00
Professional III	160.00
Professional II	130.00
Professional I	115.00
Junior Professional	95.00
Technician III	140.00
Technician II	120.00
Technician I	90.00
Technician	75.00
Technician Intern	50.00

The above hourly rates are effective as of July 1, 2021 and are subject to adjustment annually.

TERMS

When used below, the term "we" and "our" refers to Oates Associates, Inc. and its consultants, stockholders, agents, and employees. The term "you" and "your" refers to the person or entity to whom this proposal is addressed.

PAYMENT PROVISIONS

We will bill you monthly for services and reimbursable expenses. Our invoices are due and payable within 30 days of issuance. If invoices are not paid when due, we will stop work on the project until paid.

We will bill you for any direct costs we incur in the prosecution of this work. Direct costs may include subconsultants we contract to perform a portion of our scope. Reimbursable expenses will also include any out-of-pocket costs directly related to this project. Basis for billings of reimbursable expenses will be actual cost.

The above financial arrangements are based on the prompt payment of our bills and the orderly and continuous progress of the Project. We would expect to start our services promptly after receipt of your acceptance of this proposal. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

GENERAL LIABILITY AND LIMITATION THEREOF

We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

THIRD PARTY CLAIMS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either you or us. Our services under this Agreement are being performed solely for your benefit, and no other entity shall have any claim against us because of this Agreement or the performance or nonperformance of services hereunder. You agree to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

OWNERSHIP AND USE

Upon full payment of all sums due or anticipated to be due us under this Agreement and upon performance of all your obligations under this Agreement, the latest original Drawings and Specifications and the latest electronic data prepared by us for the Project shall become your property. This conveyance shall not deprive us of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications. We will, however, retain ownership and possession of original recorded plats.

You will not use or authorize any other person to use the Drawings, Specifications, electronic data and other instruments of service on other projects, for additions to this Project or for completion of this Project by others so long as we are not adjudged to be in default under this Agreement. Reuse without our professional involvement will be at your sole risk and without liability to us.

TIMING OF STANDARDS

We endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents without our involvement is at your own risk.

EXHIBIT A

GENERAL CONDITIONS

TERMINATION, SUSPENSION OR ABANDONMENT

Upon termination of this Agreement, You shall pay us for all services rendered to the date of termination, but no further amount.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, you and we agree that all disputes between us arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise, prior to filing a lawsuit arising out of such claim or dispute.

UNFORESEEN CONDITIONS

Our services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions.

RELIANCE ON INFORMATION

In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of our Additional Services, shall be borne by you.

CONSTRUCTION MEANS AND METHODS

Performance of our services does not imply liability by us for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly, we can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

JOBSITE SAFETY

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees' activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither our professional activities nor the presence of our employees and subconsultants, shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction, or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

HAZARDOUS MATERIALS

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

You and we acknowledge that our scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and without liability for consequential or any other damages, suspend performance of our services under this Agreement until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

Exhibit B

(General Conditions)

- **Compliance with Federal, State and Local Law.** We will comply with all applicable federal, state and local law requirements for performance under this Agreement. We will abide by all health and environmental requirements imposed by law in performance of Our duties.
- **Taxes.** The City is exempt from federal excise tax and Missouri sales tax and We will not charge the same to You.
- **Other Representations, Warranties and Other Covenants:** We represent and warrant that We have been engaged in such work as is required for the Services and have provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that We have sufficient expertise, knowledge, information and data, and engage sufficient personnel to perform Our obligations under this Agreement. We further represent and warrant that We are an equal opportunity employer. We agree that We will not use in any form or medium the name of the City of Sunset Hills for any advertising unless We receive Your prior written consent, provided We will be entitled to mention the project and the services provided in future proposals as proof of Our experience with this type of work.
- **Insurance.** We shall obtain and maintain during the term of this Agreement, the insurance coverages at least equal to the coverages set forth in this paragraph, and as further provided in the Terms and Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 RSMo. Insurance policies providing required coverage shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefore by You.

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage) occurrence	\$1,000,000 per \$3,000,000 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage) occurrence	\$1,000,000 per
Employer's Liability occurrence	\$1,000,000 per
Professional Liability	\$1,000,000 per claim

In addition, We and all subconsultants shall provide Worker's Compensation Insurance of \$1,000,000 – accident, \$1,000,000 – disease, each employee, \$1,000,000 policy limit, for all workers employed in the performance of the Scope of Work.

Exhibit B (cont)

Before commencing any work, we will provide to You certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph. Each such certificate, with the exception of Professional Liability, shall show the City of Sunset Hills, and such other governmental agencies as may be required by You to be insured by underlying grant or contract relating to the Project, as an additional insured, on a primary and non-contributory basis, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to You. The certificates must state, "The City of Sunset Hills is an additional insured on a primary and non-contributory basis related to the General and Automobile Liability policies, and all insurers have waived their rights to subrogation as required by written contract." Certificate Holder shall be listed as "City of Sunset Hills, Attention Public Works Department, 3939 S Lindbergh Boulevard, Sunset Hills, MO 63127."

- **Amendment; Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.