

**CITY OF SUNSET HILLS, MISSOURI
PROFESSIONAL SERVICES CONTRACT**

DEPARTMENT: PUBLIC WORKS

DATE: February 28, 2022

THIS AGREEMENT, (“Contract” or “Agreement”) effective as of the date of signature by both parties, is by and between the **City of Sunset Hills**, a Missouri municipal corporation, hereinafter referred to as CITY, and CBB with address at 12400 Olive Boulevard, Suite 430, St. Louis, MO 63141, hereinafter referred to as “CONSULTANT.”

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Consultant services are necessary for the following Project: City of Sunset Hills, On-call Engineering Services: Traffic Studies and Analyses including Traffic Signal Design and Operations

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the consultant services which are particularly described as follows:

- On-Call Engineering Services for the Traffic Studies and Analysis Category which could include individual on-call projects involving, but not limited to, traffic studies, parking studies, signal timing and programming, intersection analysis, traffic signal warrant analysis, speed studies, corridor studies, crosswalk analysis, roadway safety audits, school zone evaluations and design plans for new and modified traffic signals.

The above services (hereinafter referred to as the Work) shall be provided by the Consultant in accordance with all the provisions of the Contract and attached **General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment. The specific scope of work for individual projects will be determined on a project by project basis as documented in a “Project Work Order,” see attached example in **Exhibit C**.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of this contract, and all expenses and costs related thereto, as documented on each "Project Work Order" determined on a project by project basis. Consultant may provide Lump Sum fee quotes for certain known tasks and Not-To-Exceed, Time and Material fee quotes for tasks that have unknown or unconstrained scopes; for example public meeting attendance. Any scope of Work performed on a Time and Material Basis, will follow the Hourly Billing Rates set forth on an Hourly Rate Schedule, see Exhibit A. Consultant will be allowed to update billing rates on an annual basis effective January 1st of each year, for all new Project Work Orders beginning after that effective date.

B. Additional Compensation. Any cost not specifically allowed the Consultant pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in Project Work Orders, Consultant shall be paid as follows: Only as agreed to in writing and in compliance with City Codes.

C. Waiver of City Fees. The City agrees not to charge Consultant any fees for providing data which the City has on file or other administrative task(s) relevant to the completion of the scope of work including the cost for copying or scanning. For example, The City would not bill Consultant for providing copies of crash summaries or individual reports from the Police Department related to an intersection safety study.

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted to the City not more frequently than monthly, and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above and specifically documented in the "Project Work Order".

IV. CONTRACT SCHEDULE

The Work to be performed under the Contract shall be on an on-call, as needed basis and the Scope of Work for individual projects shall be determined on a project by project basis and documented in a Project Work Order, as specific projects are assigned by the Public Works Director. Once a project is assigned, it shall be completed as specified in the specific Project Work Order for the individual project and shall be performed so as not to delay or hinder City's schedule for the project. The contract period is for a three-year period which will commence on March 8, 2022, and conclude on February 28, 2025. This new contract voids the remaining period on the previously executed contract between the City and Consultant for these same services, due to expire August 31, 2022.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

CONSULTANT

CITY OF SUNSET HILLS, MISSOURI

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

DATED: _____

DATED: _____

ATTEST:

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS**

Independent Consultant. The Consultant shall be and operate as an independent Consultant in the performance of this Contract. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant, if any, shall be employees of said Consultant and not employees of the City in any respect.

Compliance with Laws. The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, applicable taxes, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Consultant shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Consultant in an effort to resolve any such conflict. Unless expressly provided, Consultant shall be responsible for all costs, taxes, fees, charges, expenses, or other costs attributable to the performance of the Work.

Subcontracts. Consultant shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Consultant without the prior written consent of the City.

The City acknowledges that Consultant uses a third-party vendor to process video traffic counts. Those costs are expressly allowed per this Agreement and shall be shown as a direct cost on the "Project Work Order" and resulting invoice(s) with no markup.

Insurance. The Consultant agrees to maintain professional liability and other general insurance policies during and after the project. City agrees to limit CBB's liability including its officers, engineers, representatives, agents and employees based on CBB's direct negligence or omissions to the corporate insurance limits.

Nondisclosure. The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

Changes. No change in this Contract shall be made except in writing executed by all parties prior to the change in work or terms being performed. The Consultant shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. Consultant, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

Termination. The City shall have the right to terminate the Contract at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Contract an amount equal to the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Contract Price. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Contract, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

Request for Proposals. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Consultant/Services Contract or proposal of the Consultant, the requirements of the City's Request for Proposal and this executed Consultant/Professional Services Contract shall control and supersede unless a change thereto is specifically stated in this Contract.

Project Records and Work Product. The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. Upon full payment of all amounts due under this agreement, the City and Consultant shall own an equal right, title and interest, including without limitations, all documents and Work Product of the Consultant created in performance of or relating to this Contract.

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal or other personnel of the Consultant as agreed upon in the specific "Project Work Order"

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program (e-verify) with respect to the employees working in connection with the Work, if any. The Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. The Consultant shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Representations. Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Exhibit A

2022 FEE SCHEDULE*

For Contracted Services

<u>Classification</u>		<u>Hourly Rate</u>
Sr. Principal		\$225.00
Principal		\$200.00
Senior Engineer	Level V	\$195.00
Senior Engineer	Level IV	\$190.00
Senior Engineer	Level III	\$185.00
Senior Engineer	Level II	\$180.00
Senior Engineer	Level I	\$175.00
Senior Planner	Level I	\$165.00
Project Engineer	Level V	\$165.00
Project Engineer	Level IV	\$160.00
Project Engineer	Level III	\$155.00
Project Engineer	Level II	\$150.00
Project Engineer	Level I	\$145.00
Project Planner	Level I	\$140.00
Staff Engineer	Level IV	\$130.00
Staff Engineer	Level III	\$125.00
Staff Engineer	Level II	\$120.00
Staff Engineer	Level I	\$115.00
Staff Planner	Level I	\$115.00
Jr. Engineer		\$95.00
Senior CADD Designer		\$100.00
CADD Tech	Level III	\$95.00
CADD Tech	Level II	\$85.00
CADD Tech	Level I	\$80.00
Construction Inspector		\$90.00
Field Tech	Level II	\$90.00
Field Tech	Level I	\$70.00
Senior Admin.		\$100.00
Marketing Spec.		\$90.00

Other Direct Costs (ODC)

Mileage	IRS Standard Rate/Mile
Special Prints or Plan Sheets	Actual Cost
Overnight Mail/Express	Actual Cost
Miscellaneous	Actual Cost

* Note: Effective January 1, 2022
Rates subject to change January 1 of each calendar year.

Exhibit B

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

Comes now _____ as _____ first being duly sworn, on my oath, affirm
(name) (office held)
_____ (“Company”) is enrolled and will continue to participate in a federal work
(company name)
authorization program in respect to employees that will work in connection with the contracted
services related to _____ of the City of Sunset Hills
and

any incidental items associated with this work for the duration of the contract, if awarded, in
accordance with

Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and
will not

knowingly employ a person who is an unauthorized alien in connection with the contracted
services

for the duration of the contract, if awarded. Attached to this affidavit is documentation of the

Company’s participation in a federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK
AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER’S LICENSE OR OTHER PROOF OF LAWFUL
PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009 RSMo.)**

Exhibit C

EXAMPLE WORK ORDER

DATE: **Date**
TO: Mr. Bryson Baker, PE – Public Works Director
FROM: Lee Cannon, P.E., PTOE
SUBJECT: **Project Work Order #000**
Project Type/Project Location
CBB Job No. xxx-2022-xx

In accordance with our current on-call contract dated **February 28, 2022**, I am submitting the following Project Work Order to clarify the issues to be addressed, our anticipated fees for evaluations and meeting attendance fee estimate (for budgeting purposes). This work order is subject to the terms and conditions of the original contract.

Project Name: _____

Location: _____

Project Specific Issues to be Addressed and Project Deliverables:

1. Meet to discuss the proposed project with the City and or other affected parties/agencies.
2. Visit the site to identify current conditions.
3. **Data Collection -**
4. **Issues of Concern/Problems Identification -**
5. **Alternatives Development -**
6. **Data Analysis and Alternatives Evaluation -**
7. **Recommended Action Plan -**
8. **Project Reporting Type -**
9. **Meeting Attendance Expectations -**

Schedule

CBB will provide the draft deliverable to the City within **xx weeks** of notice to proceed. In order to meet the above project schedule, CBB would need a verbal/written “Notice to Proceed” from the City no later than **xxx date**.

List of Deliverables

- Written memorandum
- Figures illustrating traffic counts

Estimate of Hours and Fee:

Lump sum fee for completion of Tasks 1-8 above is \$x,xxx.00

Not-to-exceed fee without prior written authorization for Task 9, meeting attendance, is as follows:

	Evaluation Hours	Hourly Rate	Fee Estimate
Sr. Engr. V	8	\$195	\$ 1,560

ACCEPTING FOR THE CITY OF SUNSET HILLS, MISSOURI:

Signature

Date

Title