

First Reading: Mr. Blackwell

Bill No. 1261

Second Reading: Mr. JOHNSON

Ordinance No. 1216

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY WITH MAAG GEOTECHNICAL SERVICES, INC. TO PERFORM CONSTRUCTION MATERIAL TESTING FOR PHASE I OF THE SOUTH FLORISSANT ROAD STREETScape PROJECT.

WHEREAS, the City of Cool Valley has investigated providers of geotechnical engineering services for Phase I of the South Florissant Road Streetscape Project; and

WHEREAS, the City of Cool Valley has determined that Maag Geotechnical Services, Inc., is capable of providing such service; and

WHEREAS, the City has designated Maag Geotechnical Services as an entity with which to negotiate an agreement to perform geotechnical engineers services;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF COOL VALLEY, MISSOURI, AS FOLLOWS:

Section One

The Mayor of the City of Cool Valley, Missouri is authorized to enter into a contract with Maag Geotechnical Services, Inc. to perform construction material testing for Phase I of the South Florissant Road Streetscape Project, with such terms and conditions to be approved by the City Attorney.

Section Two

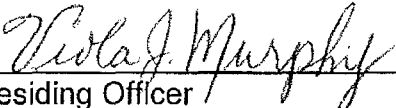
This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

PASSED BY THE BOARD OF ALDERMEN FOR THE CITY OF COOL VALLEY THIS 28th DAY OF JANUARY, 2015.

Ayes: M. JOHNSON, F. BLACKWELL, D. JOHNSON

Nays:

Absent: A. ROBINSON



Presiding Officer

Attest:

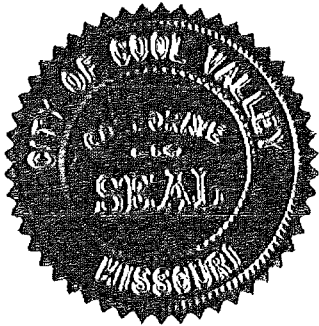
Deborah Jones Daniels
Deborah Jones-Daniels, City Clerk

APPROVED THIS 28TH DAY OF JANUARY, 2015.

Viola Murphy, Mayor
Viola Murphy, Mayor

Attest:

Deborah Jones Daniels
Deborah Jones-Daniels, City Clerk



**SPONSOR: CITY OF COOL VALLEY
SOUTH FLORISSANT ROAD STREETScape PROJECT, PHASE 1
PROJECT: STP-5500(672)**

THIS CONTRACT is between the City of Cool Valley, Missouri, hereinafter re "City", and Maag Geotechnical Service, Inc., hereinafter referred to as "Maag".

INASMUCH as funds have been made available by the Federal Highway Administr Surface Transportation Program (STP) Program, coordinated through the Missouri Transportation, the City intends to provide roadway improvements and requi construction materials testing services. Maag will provide the City with profe hereinafter detailed for the testing of construction materials for the South Florissant I Project, Phase 1 and the City will pay Maag as provided in this contract. It is mu follows:

ARTICLE I - SCOPE OF SERVICES

- A. Provide required laboratory gradation tests for stone and sand used at the batch concrete on the project. Provide required laboratory gradation deleterious material stone used at the batch plant for concrete on the project.

- B. Provide air entrainment and slump tests for each day that concrete mix is delivered project. Monitor concrete temperature.
- C. Provide required concrete compression test cylinders per MoDOT direction and specifications.
- D. Provide laboratory results for concrete cylinder compressive strength tests.

ARTICLE II - ADDITIONAL SERVICES

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

ARTICLE III - RESPONSIBILITIES OF CITY

The City will cooperate fully with Maag in the development of the project, including:

- A. Make available all information pertaining to the project which may be in the possession of the City;

South Florissant Road Streetscape, Phase 1 / STP-5500(672)

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- B. Make provisions for Maag to enter upon property at the project site for the performance of their duties;
- C. City agrees to comply with the "Hazard Communication Standard" of the Occupational Safety and Health Administration.

ARTICLE IV – STANDARDS

Construction materials testing will be in accordance with the MoDOT Engineering Policy Guide, the Missouri Standard Specifications for Highway Construction, and as contained in the Local Public Agency Manual.

ARTICLE V - COMPENSATION

For services provided under this contract, the City will compensate the Maag as follows:

- A. For construction material testing services, the City will pay Maag the total costs incurred with a ceiling established for said testing services in the amount of \$4,722.00, which amount shall not be exceeded.

- B. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment A. Any major changes in work, extra work, exceeding of the contract ceiling, will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- C. METHOD OF PAYMENT - Invoices will be submitted no more frequently than one invoice per month. Payment is due by the due date referenced on the invoice. Interest will begin accruing at a rate of 1.5% per month once the invoice is 15 days past due. The City will be responsible for all costs of collections and legal fee associated with collection of monies owed.
- D. PROPERTY ACCOUNTABILITY - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VI - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the City. The subletting of the work shall in no way relieve Maag of their primary responsibility for the quality and performance of the work.

ARTICLE VII - RETENTION OF RECORDS

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

ARTICLE VIII – SUSPENSION OR TERMINATION OF AGREEMENT

The City may, without being in breach hereof, suspend or terminate Maag's services under this Agreement, or any part of them, for cause or for the convenience of the City, upon giving to Maag at least fifteen (15) days' prior written notice of the effective date thereof. Maag shall not accelerate performance of services during the fifteen (15) day period without the express written request of the City.

If the contract is terminated due to Maag's services being unsatisfactory in the judgment of the City, or if Maag fails to prosecute the work with due diligence, the City may procure completion of the work in such manner as it deems to be in the best interest of the City. Maag will be responsible for any excess cost in addition to that provided for in this contract or any damages the City may sustain by reason of the termination of this contract due to unsatisfactory performances or prosecution.

ARTICLE IX - DECISIONS UNDER THIS CONTRACT

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

ARTICLE X - COMPLIANCE WITH LAWS

Maag shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein

ARTICLE XI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

Maag agrees to save harmless the City, MoDOT and FHWA from all claims and liability due to their negligent acts or the negligent acts of their employees, agents or subcontractors.

Maag's Duty:

Maag shall indemnify City against all claims and suits by third parties for loss or damage to property, or personal injury, including death, to persons, and from all judgments recovered therefore, and from all expenses for defending such claim or suit, including court costs and attorney's fees, arising out of the negligent acts, errors, or omissions of Maag in connection with Maag's performance of this Agreement. In no event shall Maag have any duty to indemnify City hereunder against claims arising

as a result of City's sole or contributing negligence. Maag's indemnity obligation does not include any third party claims or suits arising out of errors or omissions in Maag's services due to Maag being required, directly or indirectly by City to take certain actions contrary to the recommendations of Maag or which have the effect of eliminating safety related features in order to design within funding limitations or both.

ARTICLE XII - NONDISCRIMINATION

Maag, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. Maagr will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, Maag will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by Maag for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Maag's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

~~ARTICLE XII - ATTACHMENTS~~

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

Attachment A – Estimate of Cost

Executed by Maag this 31st day of December, 2014

Executed by City this 28th day of January, 2015

FOR: CITY OF COOL VALLEY, MISSOURI

BY: Viola J. Murphy
Mayor

ATTEST: Stacy Jones
County Clerk City Clerk

FOR: MAAG GEOTECHNICAL SERVICES, INC.

BY: Marlene D. Maag
Marlene D. Maag, President

ATTEST: Jana M. K...

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

Stacy Jones
City Finance Officer

APPROVED AS TO FORM

[Signature]
City Counselor

**ATTACHMENT A
ESTIMATE OF COST**

| Task Description | Time | Rate | Days | Price |
|--|------|-------|------|-------------------|
| Concrete Lab Tests | | | | 0.00 |
| Gradation Test (C.A. Rock) | 2 | 50 | 1 | 100.00 |
| Gradation Test (F.A. Sand) | 2 | 50 | 1 | 100.00 |
| Gradation Deleterious Material Test (C.A.) | 2 | 50 | 1 | 100.00 |
| Travel to Batch Plant (approximately) | 60 | 0.565 | 1 | 33.90 |
| Conc. "S" Curb | | | | 0.00 |
| Labor | 1.25 | 50 | 2 | 125.00 |
| Mileage | 30 | 0.565 | 2 | 33.90 |
| Travel Time | 1 | 50 | 2 | 100.00 |
| Conc. 6 in. Curb and Gutter | | | | 0.00 |
| Labor | 1.25 | 50 | 6 | 375.00 |
| Mileage | 30 | 0.565 | 6 | 101.70 |
| Travel Time | 1 | 50 | 6 | 300.00 |
| Paved Approach | | | | 0.00 |
| Labor | 1.25 | 50 | 9 | 562.50 |
| Mileage | 30 | 0.565 | 9 | 152.55 |
| Travel Time | 1 | 50 | 9 | 450.00 |
| Sidewalk | | | | 0.00 |
| Labor | 1.25 | 50 | 11 | 687.50 |
| Mileage | 30 | 0.565 | 11 | 186.45 |
| Travel Time | 1 | 50 | 11 | 550.00 |
| Compression Cylinders | | | | 0.00 |
| Cylinders | 15 | 1.75 | 1 | 26.25 |
| Compressive Strength | 15 | 13.5 | 1 | 202.50 |
| Spares | | | | 0.00 |
| Administrative | | | | 0.00 |
| Misc. | 8 | 50 | 1 | 400.00 |
| Meeting | 2 | 50 | 1 | 100.00 |
| Mileage | 60 | 0.565 | 1 | 33.90 |
| | | | | 0.00 |
| TOTAL | | | | \$4,721.15 |